CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
April 23, 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 John Grabanski, Temple 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 a check to the City of Midland's Parks and Recreation Department from the Leadership Midland Class of 2024.

   3b. Presentation of Proclamation for Recognition and Commendation of Tasha Sport.

   3c. Presentation from Director of Finance Christy Weakland regarding Budget Update.

   3d. Presentation from Assistant City Manager Jose Ortiz regarding Solid Waste Needs.

   3e. Presentation from Planning and Development Officer Elizabeth Triggs regarding Hogan Park Golf Course Developments.

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. REGULAR SESSION OF APRIL 9, 2024

5. 2024-070 – RESOLUTION APPROVING THE PURCHASE OF TWO (2) AUTOMATED REFUSE TRUCKS FROM CHASTANG ENTERPRISES, INC., THROUGH BUYBOARD AT A TOTAL COST OF $863,370.00 **(DISTRICT: NONE) (GENERAL SERVICES)**

(PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

6. 2024-071 – RESOLUTION AWARDING A CONTRACT IN THE AMOUNT OF $142,705.04 FOR THE MIDLAND POLICE DEPARTMENT CONCRETE ENTRY REPLACEMENT PROJECT TO TOMMY KLEIN CONSTRUCTION, INC.; AND APPROVING $7,294.96 FOR PROJECT RELATED EXPENSES **(DISTRICT 2) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

7. 2024-072 – RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR THE EMERGENCY REPAIR OF RAW WATER PUMP #2 BY EVANS ENTERPRISES, INC., FOR A TOTAL COST OF $112,806.67 **(DISTRICT 1) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

8. 2024-073 – RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR THE EMERGENCY MANHOLE REPLACEMENT IN THE MIDLAND DRAW BY RED DEER CONSTRUCTION, LLC, FOR A TOTAL COST OF $139,100.00 **(DISTRICT 1) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

9. 045-2024 – MOTION APPROVING A NEW AIR SERVICE INCENTIVE PROGRAM TO ASSIST IN LOCAL MARKETING FOR NEW AIR SERVICE AT MIDLAND INTERNATIONAL AIR & SPACE PORT **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

10. 046-2024 – MOTION APPROVING PLANS AND SPECIFICATION FOR THE RECONSTRUCT RUNWAY 16R BLAST PAD, REMOVE RUNWAY 34L CONCRETE BLAST PAD AND ADD ASPHALT SHOULDERS TO RUNWAY 10 BLAST PAD PROJECT, AND AUTHORIZING THE CITY MANAGER OR 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)**

11. 047-2024 – MOTION AUTHORIZING THE EXECUTION OF A FOURTH AMENDMENT TO THAT CERTAIN NONEXCLUSIVE COMMERCIAL FIXED BASE OPERATOR LEASE AGREEMENT DATED MARCH 29, 2023, BETWEEN THE CITY OF MIDLAND, TEXAS, AND FRANKLIN MOUNTAIN AVIATION MAF, LLC **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

12. 048-2024 – MOTION APPROVING A PROMOTIONAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND HIGHER ORBITS, INC., TO ADVERTISE AND PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES **(DISTRICT: NONE) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

13. 049-2024 – MOTION APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS, AND THE MIDLAND DEVELOPMENT

CORPORATION FOR THE CONSTRUCTION, INSTALLATION, REMOVAL, AND REPLACEMENT OF CERTAIN PROPOSED AND EXISTING STORM DRAIN AND PAVING INFRASTRUCTURE IMPROVEMENTS LOCATED ON AND ADJACENT TO STATE HIGHWAY 158 **(DISTRICT 4) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

14. 050-2024 – MOTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS AND LEGAL INSTRUMENTS NECESSARY FOR THE ACCEPTANCE OF CERTAIN DONATION FUNDS FOR THE CONSTRUCTION AND INSTALLATION OF CERTAIN IMPROVEMENTS AT BEAL PARK **(DISTRICT 4) (COMMUNITY SERVICES) (QUALITY OF LIFE AND PLACE)**

15. 2024-074 – RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE OFFICE OF THE GOVERNOR - PUBLIC SAFETY OFFICE FOR THE FISCAL YEAR 2025 BODY-WORN CAMERA GRANT PROGRAM; AUTHORIZING THE COMPTROLLER TO ACCEPT, REJECT, ALTER, OR TERMINATE SAID GRANT FUNDING; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF SAID GRANT FUNDING; AUTHORIZING THE APPROPRIATION OF MATCHING FUNDS IN THE AMOUNT OF $6,536.25 AS REQUIRED BY THE OFFICE OF THE GOVERNOR - PUBLIC SAFETY OFFICE; AND REPEALING RESOLUTION NO. 2024-022 **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

16. 2024-075 – RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE OFFICE OF THE GOVERNOR - PUBLIC SAFETY OFFICE FOR THE FISCAL YEAR 2025 RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM; AUTHORIZING THE COMPTROLLER TO ACCEPT, REJECT, ALTER, OR TERMINATE SAID GRANT FUNDING; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF SAID GRANT FUNDING; AND REPEALING RESOLUTION NO. 2024-020 **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

17. 2024-076 – RESOLUTION ADOPTING THE CITY OF MIDLAND VISION ZERO ACTION PLAN **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

18. 051-2024 – MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO APPROVE PLANS AND SPECIFICATIONS FOR THE BRIARWOOD AVENUE AT AVALON DRIVE TRAFFIC SIGNAL INSTALLATION PROJECT, SAID PLANS AND SPECIFICATIONS TO BE PLACED 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) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

19. 052-2024 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (24-329-006) BETWEEN THE CITY OF MIDLAND AND TARGA PIPELINE MID-CONTINENT WESTEX L.L.C. REGARDING CITY OWNED PROPERTY DESCRIBED AS SECTION 9, BLOCK 37, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

20. 053-2024 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (24-329-004) WITH ET GATHERING & PROCESSING LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 30, BLOCK 36, T- 3-S, T&P RR CO. SURVEY, MIDLAND AND GLASSCOCK COUNTIES, TEXAS. **(DISTRICT: NONE) (UTILITIES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

SECOND READINGS

21. 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 (FIRST READING HELD APRIL 09, 2024) **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

22. 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 (FIRST READING HELD APRIL 09, 2024) **(DISTRICT 3) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

23. 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 (FIRST READING HELD APRIL 09, 2024) **(DISTRICT 1) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

24. 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 (FIRST READING HELD APRIL 09, 2024) **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

25. 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 (FIRST READING HELD APRIL 09, 2024) **(DISTRICT 1) (DEVELOPMENT SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

26. 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 (FIRST READING HELD APRIL 09, 2024) **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

27. 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 (FIRST READING HELD APRIL 09, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

28. 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 (FIRST READING HELD APRIL 09, 2024) **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

29. 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 (FIRST READING HELD APRIL 09, 2024) **(DISTRICT: ALL) (ENGINEERING SERVICES) (TRANSPARENT & CONSISTENT COMMUNICATION)**

PUBLIC HEARINGS

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

30. 10512 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 6, BLOCK 4, QUAIL RUN ADDITION, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF BOBWHITE COURT AND BLUE QUAIL COURT), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK AND A REDUCED MINIMUM SIDE YARD SETBACK ON THE EAST SIDE OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE;

CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

31. 10513 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 5, BLOCK 25, GREENWOOD ADDITION, THIRD, FOURTH AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH STONEWALL STREET, APPROXIMATELY 60 FEET NORTH OF EAST NEW YORK AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE**

32. 10514 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOTS 11 AND 12, BLOCK 8, FAIRWAY PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF MILLER COURT, APPROXIMATELY 338 FEET EAST OF TREVINO STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE PROPERTY, A REDUCED MINIMUM REAR YARD SETBACK, AND A REDUCED MINIMUM SEPARATION BETWEEN AN ACCESSORY BUILDING AND THE PRINCIPAL BUILDING; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) QUALITY OF LIFE AND PLACE**

33. 10515 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 21, BLOCK 3, FAIRWAY PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF TREVINO STREET AND FLOYD COURT), BY PERMITTING 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)**

34. 10516 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 37.542-ACRE TRACT OF LAND OUT OF THE SOUTHEAST QUARTER OF SECTION 10, BLOCK X, H.P. HILLARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT TO AE, AGRICULTURAL ESTATE DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF MOCKINGBIRD LANE, APPROXIMATELY 840 FEET WEST OF NORTH A 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 1) (DEVELOPMENT SERVICES) QUALITY OF LIFE AND PLACE**

35. 10517 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,100-SQUARE FOOT PORTION OF LOT 1A, BLOCK 17, SKYLINE TERRACE, UNIT 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 1,105 FEET WEST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

36. 10518 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,763-SQUARE FOOT PORTION OF LOT 6A, BLOCK 62, BELMONT ADDITION, SECTION 23, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 478 FEET WEST OF SOUTH TERRELL STREET), WHICH IS PRESENTLY ZONED BP, I-20 BUSINESS PARK DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) QUALITY OF LIFE AND PLACE**

MISCELLANEOUS

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

PUBLIC COMMENT

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

EXECUTIVE SESSION

39. 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 551.071, Consultation with Attorney

    a.1. Discuss a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code.

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
April 9, 2024

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., April 09, 2024.

Council Members present:	Amy Stretcher Burkes, Lori Blong, Jack Ladd, John Norman
Council Members absent:	Robin Poole, Scott Dufford
Staff members present:	City Manager Tommy Gonzalez, City Attorney John Ohnemiller, Deputy City Manager Morris Williams Jr., Assistant City Manager Jose Ortiz

The meeting was called to order at 10:11 a.m.

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)**

DRAFT

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

DRAFT

$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)**

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)**

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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)**

Jack Ladd moved to approve Consent Agenda items 3-19, excluding item 16; seconded by John Norman.

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

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

16. 2024-067 – RESOLUTION AUTHORIZING THE ADOPTION OF THE CITY OF MIDLAND'S VISION ZERO POLICY

Intergovernmental Relations Officer Lindsey Adams reported this is a required step in the Vision Zero process. Ms. Adams provided a timeline for next steps and introduced Monica Powell, speaker and Project Manager for Kimley-Horn.

Ms. Powell gave a brief presentation on the Vision Zero plan and its' progress, shared the mission statement, schedule, High-Injury Network (HIN), crash history and took questions from Council.

Ms. Adams reported the Metropolitan Planning Organization (MPO), cannot apply for the grant but a subcommittee has been formed between the City, County and MPO to review different grant opportunities.

City Manager Tommy Gonzalez reported there is $35 million dollars in need for street improvements annually. Mr. Gonzalez reported some funds cannot be sought after unless the City has a Vision Zero plan in place. This Vision Zero plan will allow the City to seek those funds.

Ms. Adams reported that since the timeline has been moved up, the City has the potential to receive $10 million dollars in project funding.

John Norman moved to approve Resolution No. 2024-067; seconded by Jack Ladd.

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

DRAFT

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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10499.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10499; seconded by Amy Stretcher Burkes.

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

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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10500.

Amy Stretcher Burkes moved to approve the second and final reading of Ordinance No. 10500; seconded by John Norman.

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

22. 10501 – AN ORDINANCE RELEASING FROM THE CITY OF MIDLAND'S EXTRATERRITORIAL JURISDICTION A 62.302-ACRE TRACT OF LAND, A 7.85-ACRE

DRAFT

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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10501.

Development Services Planning Manager Xavier Bauguess gave a brief overview of the item noting the new law the states that if requirements are met, the City must release the applicant from the Extraterritorial Jurisdiction (ETJ). Staff recommends that Council take no action since another city in Texas has filed a lawsuit regarding this matter.

City Attorney John Ohnemiller reported there may be an advantage to not having the ordinance on the books at this time.

Council took no action on this item so it died for lack of a motion.

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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10502.

Mayor Blong opened the public hearing at 10:40 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10502; seconded by John Norman.

The motion passed by the following vote:
AYE: Stretcher Burkes, Blong, Ladd, Norman

DRAFT

NAY: None
ABSTAIN: None
ABSENT: Poole, Dufford

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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10503.

Mayor Blong reported major changes will be coming to the alcoholic beverage permit process to reduce an extra layer of fees. City staff is currently working on a process to make changes.

Mayor Blong opened the public hearing at 10:42 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10503; seconded by Amy Stretcher Burkes.

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

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

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DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 1) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10504.

Mayor Blong opened the public hearing at 10:43 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. 10504; seconded by Amy Stretcher Burkes.

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

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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10505.

Mayor Blong opened the public hearing at 10:44 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10505; seconded by Amy Stretcher Burkes.

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

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

DRAFT

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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10506.

Mayor Blong opened the public hearing at 10:45 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10506; seconded by Amy Stretcher Burkes.

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

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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10507.

It was made aware that this item was actually not District 4 but may be in District 2. Staff will check.

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

Jack Ladd moved to approve the first of two readings of Ordinance No. 10507; seconded by Amy Stretcher Burkes.

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

DRAFT

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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10508.

Mayor Blong opened the public hearing at 10:48 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10508; seconded by John Norman.

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

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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10509.

Development Services Planning Manager Xavier Bauguess reported the request is to increase the maximum accessory structures allowed on the property. The applicant is requesting to build another detached structure. Staff recommends denial, however, there are no letters of objection.

Mayor Blong opened the public hearing at 10:52 a.m.

Tom Loewen, Seminole, Texas, provided information regarding the request.

DRAFT

There being no one else wishing to speak, the public hearing was closed at 10:58 a.m.

John Norman moved to approve the first of two readings of Ordinance No. 10509; seconded by Amy Stretcher Burkes.

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

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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10510.

Development Services Planning Manager Xavier Bauguess, reported this request is for a special exception to build two storage sheds. The applicant is requesting a zero foot setback instead of a five foot setback. Staff recommends denial. There were no letters of objection, however, Mr. Bauguess reported the structures would be up against the property line of other owners which could cause issues later.

Mayor Blong opened the public hearing at 11:05 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

ITEM DIED FOR LACK OF A MOTION

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)**

Development Services Planning Manager Xavier Bauguess reported this is a request for a carnival in the JCP shopping center. There are no letters of objection and the request is in compliance.

Council Member Norman suggested having extra security.

DRAFT

Planning & Development Officer Elizabeth Triggs reported that the Fire Department does go out and inspect as part of the process.

Mayor Blong opened the public hearing at 11:13 a.m.

Heather Anderson, 3417 N. Midland Drive, #2601, Director of Marketing & Business Development for Midland Park Mall, reported they will have off duty officers on site at all times but can hire more if needed.

Mayor Blong suggested to increase communication between all parties to help with issues among other carnivals.

There being no one else wishing to speak, the public hearing was closed at 11:15 a.m.

Jack Ladd moved to approve Resolution No. 2024-069; seconded by John Norman.

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

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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10511.

John Norman moved to approve the first of two readings of Ordinance No. 10511; seconded by Amy Stretcher Burkes.

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

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

DRAFT

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:

Mayor Blong recessed the City Council meeting to go into Executive Session at 11:19 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 551.074, Personnel Matters

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

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

PASSED AND APPROVED April 23, 2024.

_____
Lori Blong, Mayor

ATTEST:

_____
Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT

City Council Meeting

Item Number: 5

Meeting Date: April 23, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING THE PURCHASE OF TWO (2) AUTOMATED REFUSE TRUCKS FROM CHASTANG ENTERPRISES, INC., THROUGH BUYBOARD AT A TOTAL COST OF $863,370.00 (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution approving the purchase of two (2) Automated Refuse Trucks from Chastang Enterprises, Inc. through Buyboard contract 723-23 for a cost of $863,370.00 for the Solid Waste Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Garage Fund operating budget.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

The Garage Division is requesting the purchase of two (2) Automated Refuse Trucks for the Solid Waste Department. Staff recommends approving the purchase to Chastang Enterprises, Inc. through Buyboard contract 723-13. 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. The budget for this equipment for fiscal year 2024 is $718,000.00. Please see attached memos from Manuel Salinas, Garage Superintendent, and Jeffery Ahrlett, Director of Solid Waste, for additional information.

Therefore, please consider approval of a resolution authorizing the purchase of two (2) Automated Refuse Trucks from Chastang Enterprises, Inc. through Buyboard contract 723-23 for a cost of $863,370.00.

Morris Williams Jr.

City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Buy Board contract # 723-23 for 2 Automated Refuse Trucks

DATE: 03/27/2024

Fleet services is requesting for the purchase of (2) two Automated Refuse Trucks for the sanitation department. These (2) two new Automated Refuse Trucks will be replacements for units that have gone beyond their serviceable life. The budgeted amount for (2) two Automated Refuse Trucks for FY 2024 is $718,000. The purchasing amount for (2) two Automated Refuse Trucks that are offered through Buy Board contract #723-23 by Chastang Autocar is $863,370.

Sincerely,

Manuel Eloy Salinas

City of Midland Superintendent

INTEROFFICE MEMORANDUM

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

FROM: **Jeffery Ahrlett, Director of Solid Waste**

SUBJECT: **Automated Refuse Trucks Purchase**

DATE: **April 23, 2024**

Solid Waste is seeking city council approval for the purchase of two (2) automated refuse trucks (Cart Trucks) from Chastang Enterprises Inc. in the amount of $863,370.00.

Automated cart trucks are a vital piece of equipment for the Solid Waste Department. These trucks service the quickly growing residential curbside collection areas. The purchase of these trucks will replace other vehicles that are now beyond their serviceable life.

Solid Waste is requesting the purchase of two automated cart trucks from Buyboard contract 723-23 in the amount of $863,370.00 from Chastang Enterprises, Inc.

Funds for the purchase are included in the FY2024 budget.

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF TWO (2) AUTOMATED REFUSE TRUCKS FROM CHASTANG ENTERPRISES, INC., THROUGH BUYBOARD AT A TOTAL COST OF $863,370.00

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, Chastang Enterprises, Inc., has submitted a total proposed cost to the City of $863,370.00 for the purchase of two (2) automated refuse trucks through Buyboard, as shown on the quote attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the Council finds the price proposed by Chastang Enterprises, Inc., for the purchase of two (2) automated refuse trucks to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase two (2) automated refuse trucks from Chastang Enterprises, 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 two (2) automated refuse trucks from Chastang Enterprises, Inc., through Buyboard at a total cost of $863,370.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Chastang Enterprises, Inc., for two (2) automated refuse trucks from funds available in the Garage 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

Chastang

AUTOCAR

Chastang Enterprises, Inc.
6200 N. Loop East
Houston, TX 77026
713.678.5000

TEXAS LOCAL GOVERNMENT PUCHASING COOPERATIVE

CUSTOMER:	City of Midland	QUOTE DATE:	3/7/2024
CONTACT	Manuel Eloy Salinas	QUOTED BY:	Carl Norberg
PHONE:	432-685-7451	PHONE:	713-678-5060 512-557-7453
EMAIL:	msalinas@midlandtexas.gov	EMAIL:	cnorberg@chastangford.com

ITEM DESCRIPTION:	2024 Autocar ACX64 with Heil 28yd DuraPack Python Automated Side Load Refuse Body
CONTRACT:	BuyBoard
PROPOSAL NO.	723-23

CHASSIS EQUIPMENT

STANDARD EQUIPMENT
Single LH Drive Cab
Tilt/Telescope Steering Column
Cummins L9 350HP

STANDARD EQUIPMENT
Air Conditioning
Technical Training Manuals
Autocar 24/7 Tech Support

OPTIONAL EQUIPMENT
Right Hand Drive Cab
Autocar Diagnostic Display
46,000 Rear Axle
46,000 Rear Suspension
Cummins 500K Comm System
Trans PTO Prep
Allison Transmission Retarder
16" Two Stage Air Cleaner
Pneumatic Cab Lift Assist
Sears Air Ride Driver's Seat
LH Vertical Exhaust
Dual Evaporator A/C with Roof-Mounted Condensor
RP170 Refuse Connectors
Rear Shock Absorbers
Landfill-use Suspension
Dual Evaporator A/C

OPTIONAL EQUIPMENT	
Auto Neutral Trans and programming	
Autocar Diagnostic Display	
Heil Wrench Spec Chassis	
Double Frame	
Air Ride Driver's Seat	
Heated, Moto Mirrors	
16.5x7 Front Brakes	
16.5x8.62 Rear Brakes	
Engine Oil Pan Guard	
Dual Fire Extinguishers	
5 Year/150k Mile Cummins ISL Warranty	
5 Year Transmission Warranty	
CHASSIS TOTAL	222528

BODY EQUIPMENT

BODY VENDOR:	Heil of TX	PROPOSAL NO.		ITEM NO.		ITEM PRICE:	208957
BODY MFG:	Heil	MODEL:	DuraPack Python	TYPE:	ASL	CAPACITY:	28 Yard

OPTIONAL EQUIPMENT	COST

OPTIONAL EQUIPMENT	COST
BODY OPTIONS	0
BODY TOTAL	208957

Submit Approved Quote to BuyBoard:
Fax: 800-211-5454 Email: info@buyboard.com

CHASSIS	Q3 2025	COMPLETE UNIT	Q4 2025/Q1 2026

UNIT PRICE	431485
QUANTITY	2
CONTRACT FEE (per PO)	400
TOTAL PURCHASE	863370

Chastang

AUTOCAR

Chastang Enterprises, Inc.
6200 N. Loop East
Houston, TX 77026
713.678.5000

TEXAS LOCAL GOVERNMENT PUCHASING COOPERATIVE

CUSTOMER:	City of Midland	QUOTE DATE:	3/7/2024
CONTACT	Manuel Eloy Salinas	QUOTED BY:	Carl Norberg
PHONE:	432-685-7451	PHONE:	713-678-5060 512-557-7453
EMAIL:	msalinas@midlandtexas.gov	EMAIL:	cnorberg@chastangford.com

ITEM DESCRIPTION:	2024 Autocar ACX64 with Heil 28yd DuraPack Python Automated Side Load Refuse Body		
CONTRACT:	BuyBoard	PROPOSAL NO.	723-23

CHASSIS EQUIPMENT

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Cummins L9 350HP

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Technical Training Manuals
Autocar 24/7 Tech Support

OPTIONAL EQUIPMENT
Right Hand Drive Cab
Autocar Diagnostic Display
46,000 Rear Axle
46,000 Rear Suspension
Cummins 500K Comm System
Trans PTO Prep
Allison Transmission Retarder
16" Two Stage Air Cleaner
Pneumatic Cab Lift Assist
Sears Air Ride Driver's Seat
LH Vertical Exhaust
Dual Evaporator A/C with Roof-Mounted Condensor
RP170 Refuse Connectors
Rear Shock Absorbers
Landfill-use Suspension
Dual Evaporator A/C

OPTIONAL EQUIPMENT	
Auto Neutral Trans and programming	
Autocar Diagnostic Display	
Heil Wrench Spec Chassis	
Double Frame	
Air Ride Driver's Seat	
Heated, Moto Mirrors	
16.5x7 Front Brakes	
16.5x8.62 Rear Brakes	
Engine Oil Pan Guard	
Dual Fire Extinguishers	
5 Year/150k Mile Cummins ISL Warranty	
5 Year Transmission Warranty	
CHASSIS TOTAL	222528

BODY EQUIPMENT

BODY VENDOR:	Heil of TX	PROPOSAL NO.		ITEM NO.		ITEM PRICE:	208957
BODY MFG:	Heil	MODEL:	DuraPack Python	TYPE:	ASL	CAPACITY:	28 Yard

OPTIONAL EQUIPMENT	COST

OPTIONAL EQUIPMENT	COST
BODY OPTIONS	0
BODY TOTAL	208957

Submit Approved Quote to BuyBoard:
Fax: 800-211-5454 Email: info@buyboard.com

CHASSIS	Q3 2025	COMPLETE UNIT	Q4 2025/Q1 2026

UNIT PRICE	431485
QUANTITY	2
CONTRACT FEE (per PO)	400
TOTAL PURCHASE	863370

City Council Meeting

Item Number: 6

Meeting Date: April 23, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT IN THE AMOUNT OF $142,705.04 FOR THE MIDLAND POLICE DEPARTMENT CONCRETE ENTRY REPLACEMENT PROJECT TO TOMMY KLEIN CONSTRUCTION, INC.; AND APPROVING $7,294.96 FOR PROJECT RELATED EXPENSES (DISTRICT 2) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

Resolution awarding a contract for the Midland Police Department Concrete Entry Replacement with Tommy Klein Construction, Inc. through Buyboard contract 728-24 for the cost of $142,705.04 plus $7,294.96 in contingencies for a total project cost of $150,000.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the General Fund operating budget.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Staff recommends the contract for the Midland Police Department Concrete Entry Replacement with Tommy Klein Construction, Inc. through Buyboard contract 581-19. We are members of the Buyboard cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative

purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please refer to the memo from Regina Stephenson, General Services Director, for more information.

Therefore, please consider a resolution awarding a contract for the Midland Police Department Concrete Entry Replacement with Tommy Klein Construction, Inc. through Buyboard contract 728-24 for the cost of $142,705.04 plus $7,294.96 in contingencies for a total project cost of $150,000.00.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Morris Williams, Deputy City Manager

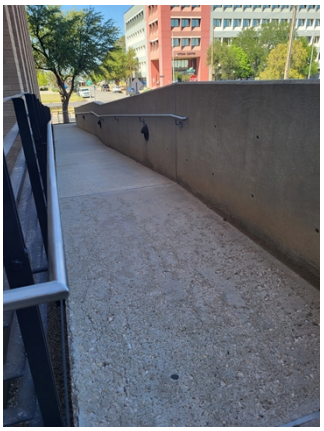
FROM: Regina Stephenson, General Services Director

SUBJECT: 24003805 Police Department Concrete Front Entry Replacement

DATE: April 11, 2024

The Police and Communications building was built in 1980. The concrete steps, landing and ADA ramp are deteriorating due to age and weather related conditions. The contractor will demolish the existing stairs, landing, walkways, drain surrounds and ramp and then construct a new front entry. The concrete will be poured in phases. The ramp will be replaced first and then the stairs will be replaced to always allow access to the building from the front entrance. The estimated timeframe to complete this project is 60 calendar days. This project was budgeted for FY2024 with a budget of $150,000.00. The project cost is $142,705.04. Staff recommends adding a contingency amount of $7,294.96 for project related costs for a total project cost of $150,000.00.

Therefore, please consider a resolution awarding a contract for the Midland Police Department Concrete Entry Replacement Project with Tommy Klein Construction, Inc. through Buyboard contract 728-24 for a cost of $142,705.04 plus a contingency amount of $7,294.96 for a total project cost of $150,000.00.



RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT IN THE AMOUNT OF $142,705.04 FOR THE MIDLAND POLICE DEPARTMENT CONCRETE ENTRY REPLACEMENT PROJECT TO TOMMY KLEIN CONSTRUCTION, INC.; AND APPROVING $7,294.96 FOR PROJECT RELATED EXPENSES

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, Tommy Klein Construction, Inc., has submitted a total proposed cost to the City of $142,705.04 through Buyboard for the work associated with the Midland Police Department Concrete Entry Replacement Project; and

WHEREAS, the Council finds the price proposed by Tommy Klein Construction, Inc., through Buyboard for the work associated with the Midland Police Department Concrete Entry Replacement Project to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract for the Midland Police Department Concrete Entry Replacement Project to Tommy Klein Construction, Inc.; and

WHEREAS, the City Council finds it to be in the public interest to approve $7,294.96 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 with Tommy Klein Construction, Inc., in the amount of $142,705.04, through Buyboard, for the Midland Police Department Concrete Entry Replacement Project. Said contract being in a form substantially similar to Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the sum of $7,294.96 for project related expenses is hereby approved.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Tommy Klein Construction, Inc., in accordance with the provisions of the above-referenced contract, from funds available in the 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

THE CITY OF MIDLAND

CONTRACT

Contract No. 24003805

THIS CONTRACT, effective the 24 day of April 2024, by and between the City of Midland, hereinafter referred to as "CITY", and Tommy Klein Construction, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 142,705.04 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for _____. 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 Regina Stephenson 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,

Exhibit A

transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

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 60 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 Tommy Klein 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 _____

Tommy Klein Construction, Inc.

February 29, 2024 Revised

City of Midland

Attention: **Mark Garcia**

Reference: **Midland PD Concrete Entry Replacement**

Mark,

Below is the scope and pricing is attached for the PD Entry Replacement. Please let me know if you need further info.

Stairs and Ramp-

- Demo existing stairs, landing, walkways, drain surrounds, and ramp.
- Midland to remove and alter handrails.
- Pour new steps, landing, and ramp.
- Reset handrails.
- Add metal nosing to steps.

- **No work to existing walls.**
- **No added fill material figured. Unknown as to status until demo is done.**

- **Work priced under our BuyBoard RS Means Contract 728-24.**

Please contact me directly at any time if any clarifications or if further information is needed.

Respectfully,
Shad Hartman
Tommy Klein Construction
806-252-1305

Attachments:

1. Cost Summary Sheet
2. RS Means Summary Sheet

Tommy Klein Construction Lubbock, Texas 806-438-8777 Fax 806-792-2959

Budgetary Cost Summary
Midland PD
Concrete Entry Replacement
Revised 2-29

		Costs
RS Means Line Item Pricing		$158,648.73
Bid Coefficient-	0.88	$19,037.85
BuyBoard RS Means	Subtotal	$139,610.88
Non Pre-Priced Items		
	Subtotal	$0.00
Subtotal of Costs	Subtotal	$139,610.88
Bond		$3,094.16
Total		$142,705.04
Cost Breakdown		
	Material	$92,758.28
	Labor	$49,946.76
	Total	$142,705.04

Notes:

Cost Estimate Report

Date: 02/29/2024

City of Midland

PACKET

Midland PD Concrete Replacement

Year 2024

Unit Summary Report

Prepared By: Shad Hartman Tommy Klein Construction Inc

Division	Description		Total
Division 01	General Requirements		$8,985.85
Division 02	Existing Conditions		$8,136.40
Division 03	Concrete		$141,526.48
Subtotal			**$158,648.73**
General Contractor's Markup on Subs		0.00%	$0.00
Subtotal			**$158,648.73**
General Conditions		0.00%	$0.00
Subtotal			**$158,648.73**
General Contractor's Overhead and Profit		0.00%	$0.00
Grand Total			**$158,648.73**

623

April 23, 2024

EXHIBIT C

Bonding Requirements

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

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

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

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

EXHIBIT D - Building Wage Rate rev 01/05/2024

"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 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 $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

	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"

THE CITY OF MIDLAND

CONTRACT

Contract No. 24003805

THIS CONTRACT, effective the 24 day of April 2024, by and between the City of Midland, hereinafter referred to as "CITY", and Tommy Klein Construction, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 142,705.04 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for _____. 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 Regina Stephenson 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 60 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 Tommy Klein 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 _____

Tommy Klein Construction, Inc.

February 29, 2024 Revised

City of Midland

Attention: **Mark Garcia**

Reference: **Midland PD Concrete Entry Replacement**

Mark,

Below is the scope and pricing is attached for the PD Entry Replacement. Please let me know if you need further info.

Stairs and Ramp-

- Demo existing stairs, landing, walkways, drain surrounds, and ramp.
- Midland to remove and alter handrails.
- Pour new steps, landing, and ramp.
- Reset handrails.
- Add metal nosing to steps.

- **No work to existing walls.**
- **No added fill material figured. Unknown as to status until demo is done.**

- **Work priced under our BuyBoard RS Means Contract 728-24.**

Please contact me directly at any time if any clarifications or if further information is needed.

Respectfully,
Shad Hartman
Tommy Klein Construction
806-252-1305

Attachments:

1. Cost Summary Sheet
2. RS Means Summary Sheet

Tommy Klein Construction Lubbock, Texas 806-438-8777 Fax 806-792-2359

Budgetary Cost Summary
Midland PD
Concrete Entry Replacement
Revised 2-29

		Costs
RS Means Line Item Pricing		$158,648.73
Bid Coefficient-	0.88	$19,037.85
BuyBoard RS Means	Subtotal	$139,610.88
Non Pre-Priced Items		
	Subtotal	$0.00
Subtotal of Costs	Subtotal	$139,610.88
Bond		$3,094.16
Total		$142,705.04
Cost Breakdown		
	Material	$92,758.28
	Labor	$49,946.76
	Total	$142,705.04

Notes:

Cost Estimate Report

Date: 02/29/2024

City of Midland

PACKET

Midland PD Concrete Replacement

Year 2024

Unit Summary Report

Prepared By: Shad Hartman Tommy Klein Construction Inc

Division	Description		Total
Division 01	General Requirements		$8,985.85
Division 02	Existing Conditions		$8,136.40
Division 03	Concrete		$141,526.48
Subtotal			**$158,648.73**
General Contractor's Markup on Subs		0.00%	$0.00
Subtotal			**$158,648.73**
General Conditions		0.00%	$0.00
Subtotal			**$158,648.73**
General Contractor's Overhead and Profit		0.00%	$0.00
Grand Total			**$158,648.73**

653

April 23, 2024

EXHIBIT C

Bonding Requirements

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

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

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

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

EXHIBIT D - Building Wage Rate rev 01/05/2024

"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 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 $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

	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: 7

Meeting Date: April 23, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR THE EMERGENCY REPAIR OF RAW WATER PUMP #2 BY EVANS ENTERPRISES, INC., FOR A TOTAL COST OF $112,806.67 (DISTRICT 1) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

Resolution ratifying the purchase and approving payment for the emergency repair of Raw Water Pump #2 performed by Evans Enterprises, Inc. for a total cost of $112,806.67.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Water and Sewer fund operating budget.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Evans Enterprises, Inc. was called for the emergency repair of Raw Water Pump #2. Please see the attached memo from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a resolution ratifying the purchase and approving payment for the emergency repair of Raw Water Pump #2 performed by Evans Enterprises, Inc. for a total cost of $112,806.67.

Morris Williams Jr.

City Manager's Office

To: Erika Martinez, Purchasing Manager

From: Carl Craigo, PE
Utilities Director

Date: 4/9/2024

Subject: Emergency Contract for Repair of Raw Water Pump #2

Executive Summary:

Raw Water Pump #2 is integral to our water supply infrastructure, operating alongside two additional pumps to fulfill the daily water flow requirements for our treatment plant. This pump plays a critical role in our adherence to the "take or pay" contract within our water supply system, which mandates a minimum daily supply of 17 million gallons per day (mgd). The failure of this pump reduces our capacity to 10-12 mgd, significantly below our contractual obligations and operational needs.

The absence of this pump compromises our ability to meet the escalating demands for water through our Water Plant. This challenge is anticipated to heighten in the current year, as CRMWD undertakes several projects that restrict our access to supplemental water from the O.H Ivey Lake, further stressing our water supply.

In light of these constraints, there is a pressing necessity to engage an emergency contract for the expedited repair of Raw Water Pump #2. Without this intervention, we may have to increase reliance on groundwater sources such as T-Bar, potentially leading to non-compliance with Texas Commission on Environmental Quality (TCEQ) standards should we exceed the permissible pumping limits. This scenario underscores the urgency of addressing the pump repair to ensure the integrity of our water supply system and compliance with regulatory standards.

Recommendation:

It is recommended that the Council approve the initiation of an emergency contract for the immediate repair of Raw Water Pump #2. This action is critical to restoring our capacity to meet both the contractual supply obligations and the increasing water demands of our community. Prompt repair is essential to mitigate further financial penalties and ensure our ability to maintain adequate water supply levels, particularly in light of the current limitations on supplemental water sources.

Financial Implications:

The cost of the emergency repair will be detailed in the accompanying financial documentation. It is imperative to consider the financial impact of inaction, including potential penalties under our CRMWD contract and the cost implications of alternative water-sourcing strategies that may be necessary to meet demand in the absence of Pump #2.

Conclusion:

The repair of Raw Water Pump #2 is a matter of immediate concern, with significant operational and financial repercussions for our water supply system. The approval of an emergency repair contract will enable us to swiftly address this issue, ensuring our capacity to meet water supply demands and comply with regulatory and contractual obligations.

RESOLUTION NO. _____

RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR THE EMERGENCY REPAIR OF RAW WATER PUMP #2 BY EVANS ENTERPRISES, INC., FOR A TOTAL COST OF $112,806.67

WHEREAS, Raw Water Pump #2, which is integral to the City's water supply infrastructure, was in need of emergency repairs; and

WHEREAS, Evans Enterprises, Inc., was an emergency utility contractor called on to perform the emergency repairs to Raw Water Pump #2; and

WHEREAS, Evans Enterprises, Inc., agreed to provide the emergency services for a total cost of $112,806.67 as shown on the invoice attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the City Council finds and determines that said unforeseen damage to Raw Water Pump #2 constitutes unforeseen damage to public machinery, equipment, or other property as contemplated by TEX. LOC. GOV'T CODE § 252.022(a)(3); and

WHEREAS, the City Council finds it to be in the public interest to ratify and approve the payment for emergency services provided by Evans Enterprises, Inc., for a total cost of $112,806.67;

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

SECTION ONE. That the payment for emergency services by Evans Enterprises, Inc., at a total cost of $112,806.67, is hereby ratified and approved.

SECTION TWO. That funding shall be available in the Water and Sewer Fund operating budget.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Evans Enterprises, Inc., from available funds upon proper receipt of invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member

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

_____
Carl Craigo, Utilities Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller City Attorney

JOB ESTIMATE

Evans Enterprises, Inc.
201 S. Industrial Drive
Waco, TX 76710
UNITED STATES
(254)-772-4710

JOB NO	00535514
RECEIVED DATE	2/2/2024
PAGE	1

SOLD TO
560486
CITY OF MIDLAND
PO BOX 1152
MIDLAND, TX 79702

SHIP TO
000001
CITY OF MIDLAND MEMBRANE BIORE
1300 VENTURA AVE
MIDLAND, TX 79705

CUSTOMER PO #	PO RELEASE #	MISC NUMBER

NAMEPLATE DATA

HP/KW/T/KVA:100; VOLTS:460; SYNC RPM:888; FRAME:N/A; WORKPLAN #:IPS66.PREPLAN; ENCLOSURE:TE; MFG:NIDEC; SERIAL #:T 12 20113040-0001- R 0001; TAG #:N/A

SPECIAL INSTRUCTIONS

No special instructions

LABOR CODE / ITEM ID	DESCRIPTION
204 INCOMING TEST RUN	INCOMING TEST RUN
200 DISASSEMBLE	DISASSEMBLE
204 MECHANICAL INSPECTION	MECHANICAL INSPECTION
205 ELECTRICAL INSPECTION	ELECTRICAL INSPECTION
202 CLEAN PARTS	CLEAN PARTS
314 DIP/BAKE STATOR	DIP/BAKE STATOR
315 POST BAKE - CLEAN PARTS	POST BAKE - CLEAN PARTS
400 BALANCE ROTOR	BALANCE ROTOR
590 INSTALL BEARINGS	INSTALL BEARINGS
500 RE-ASSEMBLE	RE-ASSEMBLE
599 POST TESTING	POST TESTING

JOB ESTIMATE

Evans Enterprises, Inc.
201 S. Industrial Drive
Waco, TX 76710
UNITED STATES
(254)-772-4710

JOB NO	00535514
RECEIVED DATE	2/2/2024
PAGE	2

SOLD TO
560486
CITY OF MIDLAND
PO BOX 1152
MIDLAND, TX 79702

SHIP TO
000001
CITY OF MIDLAND MEMBRANE BIORE
1300 VENTURA AVE
MIDLAND, TX 79705

CUSTOMER PO #	PO RELEASE #	MISC NUMBER

600
PAINT
PAINT

601
SKID FOR SHIPPING
SKID FOR SHIPPING

593
PROVIDE QC DOCUMENTATION
PROVIDE QC DOCUMENTATION

203
SERVICE CALL FOR UNISTALL AND INSTALLATION
SERVICE CALL FOR UNISTALL AND INSTALLATION

203
RECONDITION VERTICAL TURBINE PUMP
RECONDITION VERTICAL TURBINE PUMP

200
1. GATHER DATA, INSPECTION, PHOTOS
1. GATHER DATA, INSPECTION, PHOTOS

500
2. TEARDOWN OF PUMP
2. TEARDOWN OF PUMP

200
3. MEASUREMENTS, DOCUMENTATION OF COMPONENT CONDITION
3. MEASUREMENTS, DOCUMENTATION OF COMPONENT CONDITION

CRANE
CRANE FOR UNINSTALL AND INSTALLTION
CRANE FOR UNINSTALL AND INSTALLTION - CRANE

200
4. GENERATE PMG REPAIR REPORT
4. GENERATE PMG REPAIR REPORT

200
5. GENERATE QUOTATIOON FOR REPAIRS
5. GENERATE QUOTATIOON FOR REPAIRS

6210C308
BEARING,BALL,6210C3 KOY
BEARING,BALL,6210C3 KOY - 6210C308

500
REPLACE BOWL
REPLACE BOWL

500

JOB ESTIMATE

Evans Enterprises, Inc.
201 S. Industrial Drive
Waco, TX 76710
UNITED STATES
(254)-772-4710

JOB NO	00535514
RECEIVED DATE	2/2/2024
PAGE	3

SOLD TO
560486
CITY OF MIDLAND
PO BOX 1152
MIDLAND, TX 79702

SHIP TO
000001
CITY OF MIDLAND MEMBRANE BIORE
1300 VENTURA AVE
MIDLAND, TX 79705

CUSTOMER PO #	PO RELEASE #	MISC NUMBER

REPLACE LINESHAFT BEARINGS, AND WEAR RINGS.
REPLACE LINESHAFT BEARINGS, AND WEAR RINGS.

7309B-5GC3FY08
BEARING,ANGULAR CONTACT,7309B-5GC3FY
BEARING,ANGULAR CONTACT,7309B-5GC3FY - 7309B-5GC3FY08

304
BLAST COAT WET PARTS WITH EPOXY PAINT
BLAST COAT WET PARTS WITH EPOXY PAINT

500
ASSEMBLE PUMMP AND MAKE READY FOR DELIVERY
ASSEMBLE PUMMP AND MAKE READY FOR DELIVERY

Additional Material:
New line shaft and couplings.

Total Estimate	112,806.67
TOTAL	**112,806.67**

Repair Estimate

Valid for 30 calendar days from the above date
Estimate does not include Sales Tax if applicable.
Estimate does not include Freight if applicable.
Based upon our Standard Terms and Conditions

Received By: _____ **Date:** April 23, 2024

City Council Meeting

Item Number: 8

Meeting Date: April 23, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR THE EMERGENCY MANHOLE REPLACEMENT IN THE MIDLAND DRAW BY RED DEER CONSTRUCTION, LLC, FOR A TOTAL COST OF $139,100.00 (DISTRICT 1) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

Resolution ratifying the purchase and approving payment for the emergency manhole replacement in the Midland Draw in front of Home Depot performed by Red Deer Construction, LLC for a total cost of $139,100.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Water and Sewer fund operating budget.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Red Deer Construction was called for the emergency sewer main manhole repairs in front of Home Depot. Red Deer performed the removal and replacement of the manhole. Please see the attached memo from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a resolution ratifying the purchase and approving payment for the

emergency manhole replacement in the Midland Draw in front of Home Depot performed by Red Deer Construction, LLC for a total cost of $139,100.00.

Morris Williams Jr.

City Manager's Office

To: Erika Martinez, Purchasing Manager

From: Carl Craigo, PE
Utilities Director

Date: 4/9/2024

Subject: Emergency Ratification for Sewer Manhole Replacement in Midland Draw

Executive Summary:

During a routine inspection of sewer manholes in the Midland Draw area, one of the manholes was discovered to have collapsed, severely obstructing the sewer system to the brink of overflowing into the draw. To address this critical issue and avert an environmental and public health crisis, we promptly engaged Red Deer Construction to undertake an emergency replacement of the affected manhole.

The project encompassed a comprehensive response plan, including:

Implementing a 24-hour sewer bypass (pump around) to maintain sewer service during repairs.
Excavation and removal of the collapsed manhole and surrounding compromised soil.
Installation of a new fiberglass manhole, chosen for its durability and resistance to similar failures.
Backfilling and restoration of the site upon completion of the replacement.
This emergency response was conducted over a span of 20 days, ensuring the swift restoration of normal sewer operations and preventing the overflow of sewage into the Midland Draw.

Background:

The sudden collapse of the sewer manhole presented an imminent risk of sewage overflow into the Midland Draw, posing significant environmental and health risks. Given the urgency, Red Deer Construction was contracted for their expertise and ability to mobilize quickly on this emergency project. The selection of a fiberglass manhole for replacement was predicated on its long-term resilience and suitability for our sewer system's operational requirements.

Financial Implications:

The cost associated with this emergency project, including labor, materials, and the temporary sewer bypass operation, will be detailed in the attached financial documentation. It is important to note that the prompt action taken has

prevented further damage, potential environmental fines, and public health issues, thereby mitigating additional costs that could have arisen from delayed response.

Recommendation:

It is recommended that the Council ratify the emergency actions taken for the replacement of the collapsed sewer manhole in the Midland Draw. This ratification will formalize the necessary expenditures and actions taken under urgent circumstances to protect public health and environmental safety.

Conclusion:

The emergency replacement of the collapsed sewer manhole in Midland Draw was a critical intervention to prevent a significant environmental and public health emergency. The successful completion of this project underscores the effectiveness of our emergency response protocols and the importance of swift action in the face of infrastructure failures. Ratification of these actions by the Council will affirm our commitment to maintaining a safe and functional sewer system for our community.

RESOLUTION NO. _____

RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR THE EMERGENCY MANHOLE REPLACEMENT IN THE MIDLAND DRAW BY RED DEER CONSTRUCTION, LLC, FOR A TOTAL COST OF $139,100.00

WHEREAS, a collapsed sewer manhole was discovered in the in the Midland Draw in front of Home Depot; and

WHEREAS, Red Deer Construction, LLC, was the emergency utility contractor called on to perform the removal and replacement of said manhole; and

WHEREAS, Red Deer Construction, LLC, agreed to provide the emergency services for a total cost of $139,100.00 as shown on the invoice attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the City Council finds and determines that said unforeseen damage to said manhole constitutes unforeseen damage to public machinery, equipment, or other property as contemplated by TEX. LOC. GOV'T CODE § 252.022(a)(3); and

WHEREAS, the City Council finds it to be in the public interest to ratify and approve the payment for emergency services provided by Red Deer Construction, LLC, for a total cost of $139,100.00;

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

SECTION ONE. That the payment for emergency services by Red Deer Construction, LLC, at a total cost of $139,100.00, is hereby ratified and approved.

SECTION TWO. That funding shall be available in the Water and Sewer Fund operating budget.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Red Deer Construction, LLC, from available funds upon proper receipt of invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member

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

_____
Carl Craigo, Utilities Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller City Attorney

Red Deer Construction LLC
PO Box 51473
Midland, TX 79710 US
+1 4326954420

INVOICE

BILL TO
City of Midland Utility

INVOICE # 1147
DATE 03/28/2024
DUE DATE 03/28/2024
TERMS Due on receipt

ITEM	QTY	RATE	DESCRIPTION	AMOUNT
Manhole Replacement/Repair	1	139,100.00	EMERGENCY Manhole Replacement draw in front of Home Depot	139,100.00

This Project is Complete

SUBTOTAL	139,100.00
TAX	0.00
TOTAL	139,100.00
BALANCE DUE	**$139,100.00**

Payment due upon receipt of invoice
THANK YOU FOR YOUR BUSINESS

City Council Meeting

Item Number: 9

Meeting Date: April 23, 2024

To: City Council / City Manager

From: Justine Ruff, Director

Subject: MOTION APPROVING A NEW AIR SERVICE INCENTIVE PROGRAM TO ASSIST IN LOCAL MARKETING FOR NEW AIR SERVICE AT MIDLAND INTERNATIONAL AIR & SPACE PORT (DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)

Purpose:

Motion approving a new Air Service Incentive Program to assist in local marketing for new air service at Midland International Air & Space Port.

Recommended City Council Action:

Approve

Fiscal Impact:

The plan offers $100,000.00 in advertising support for targeted types of new air service routes into and out of Midland International Air & Space Port.

Strategic Priority:

(Transparent & Consistent Communication)

Appropriation Language:

Money was previously appropriated and no additional funding is required at this time.

Discussion:

Delta Airlines announced that they are adding non-stop service to Austin starting April 22, 2024, and they have expressed interest in participating in MAF's Airline Incentive Program. This Program allows the Airport to work with airlines to promote new service with $100,000 in reimbursement for advertising the service in the local area, as well as possible fee abatement for up to a year.

The Program will also be available to all airlines currently serving MAF, as well as airlines that start service to MAF during the Program. The Program provides for landing fee abatements for flights up to 12 months and up to $100,000 in marketing reimbursement within the local market and the destination market only. If a new airline starts service at MAF with service to a new destination, this plan offers a waiver of landing fees and exclusive use rental charges for up to 12 months.

The Airport will also provide a press release for all new non-stop routes and/or new airline brands introduced into the MAF Market, announcements on the www.flymaf.com website and promotion of the new air service on our various social media outlets (Facebook, X, etc.).

We have researched various Air Carrier Incentive Programs that other airports have posted online and our program is in-line with what most airports offer and the Air Carrier Incentive Program Guidebook published by the FAA in December 2023.

City Manager's Office

MIDLAND INTERNATIONAL AIR AND SPACE PORT
AIR CARRIER INCENTIVE PROGRAM
EFFECTIVE DATE: APRIL 23, 2024

I. INTRODUCTION

The City of Midland, Texas ("*City*") hereby establishes this Air Carrier Incentive Program ("*Program*") to stimulate the aviation market at the Midland International Air and Space Port ("*Airport*").

This Program is intended to produce a net increase in departures from the Airport by providing Airlines an incentive to implement Qualifying Air Service and/or a Qualifying Increase at the Airport. Implementation of this Program is consistent with the efforts undertaken by the City to enhance competition at the Airport. The City will offer program incentives on a reasonable, non-discriminatory basis to Airlines, taking into consideration all relevant factors.

This cost of providing the incentives under this Program are not included in any rates, fees, or charges assessed on any Airline or other Airport user that chooses not to participate in, or is ineligible for, the incentives under this Program.

This Program supersedes any air service or airline incentive program adopted or promulgated by the City prior to the effective date of this Program.

II. DEFINITIONS

As used in this Program, the enumerated capitalized words and phrases shall have meanings ascribed to them below.

"*Airline*" means a commercial airline, including its parent and affiliates operating under a common brand identifier, engaged in the business of commercial transportation by air of persons over specified routes and holding the necessary authority from the appropriate Federal or state agencies to provide air transportation services. This definition specifically excludes entities engaged solely in the business of commercial transportation of cargo and charter operators.

"*Airline Use Agreement*" means the then-current agreement between the City and Airlines operating at the Airport which sets forth the applicable rates and charges to be paid by Airlines in exchange for the right to occupy and use the Airport, as the same may be amended from time to time.

"*City*" means the City of Midland, Texas.

"*Existing Airline*" means any Airline operating at the Airport which is not a New Entrant Airline.

"*Incentive Period*" means

1. for the purposes of the Terminal Rent Incentive and Landing Fee Incentive, a 12-month period commencing on the date the Airline initiates the Qualifying Air Service; and
2. for the purposes of the Marketing Incentive, a 12-month period beginning on the later of (a) the date the Airline publicly announces its intention to commence Qualifying Air Service or a Qualifying Increase (b) 90 days before the Airline's scheduled initiation of the Qualifying Air Service or Qualifying Increase.

The rest of this definition notwithstanding, for any Qualifying Air Service that is also Seasonal Service, the Incentive Period shall be 24 months from the applicable commencement date.

"*Landing Fee*" shall have the meaning assigned to it in the Airline Use Agreement.

"*New Entrant Airline*" means an Airline that has not operated at the Airport for at least the twelve (12) months immediately prior to initiating Qualifying Air Service.

"*Qualifying Air Service*" means (a) Seasonal Service or (b) uninterrupted, continuous, and non-stop passenger air service for a minimum period of 12 consecutive months with at least five (5) weekly roundtrip flights between the Airport and:

1. a "*New Market*," which is any airport destination that is not an Existing Market or an airport destination that is already served by at least one regular non-stop passenger flight per week from the Airport; or
2. an "*Existing Market*," any airport destination that is already served by at least one regular non-stop passenger flight per week from the Airport at the time such service commences.

This definition specifically does not include cargo-only service.

"*Qualifying Marketing Expenses*" means expenses actually incurred by an Airline for the following type of marketing/promotions for Qualifying Air Service:

1. Advertising (*e.g.*, television, radio, newspaper, outdoor, magazine, Internet, etc.);
2. Cooperative television and media promotions;
3. Special events directly related to the Qualifying Air Service (*e.g.* travel agency reception, business contacts reception, product fair, etc.);
4. Direct mail costs (*e.g.*, to frequent flier database, targeted lists, etc.); or
5. Outside fees for creative development and media placement.

"*Qualifying Increase*" means an Airline's increase in net seat capacity for at least twelve (12) months on an existing route as compared against the immediately preceding twelve months of service by Airline on that route, where such increase either (i) a twenty percent (20%) increase in frequency of flights with a corresponding twenty percent (20%) net increase in seat capacity or (ii) a fifty percent (50%) increase in seat capacity through the up-gauging of aircraft.

"*Seasonal Service*" means non-stop passenger air service that is (a) at least five weekly roundtrips, (b) operated for at least three (3) months but no more than seven (7) months per consecutive twelve-month period (c), offered for at least twenty-four (24) months from the initiation of the service, and (d) between the Airport and a New Market or Existing Market.

"*Terminal Rent*" means any fees assessed to Airline for the use or lease of exclusive or preferential space in the terminal at the Airport under the Airline Use Agreement.

III. ELIGIBILITY

Any Airline that satisfies all of the following criteria is eligible for the Program incentives described herein:

1. Airline is permitted to do business at the Airport under the terms of the Airline Use Agreement (or a comparable non-signatory agreement) and is not currently in default of the terms and conditions set forth therein; and
2. Airline establishes Qualifying Air Service or a Qualifying Increase and commits to operate the Qualifying Air Service or the Qualifying Increase for a minimum period of 12 months (or 24 months for Seasonal Service); and
3. If Airline is an Existing Airline, the Airline does not decrease the number of non-Qualifying Air Service flights it operates at the Airport prior to or during the Incentive Period; and
4. Airline timely pays all rates, fees, and charges that are not discounted and/or waived under this Program in connection with its operations at the Airport; and
5. Airline executes a separate agreement with the City, which sets forth the terms and conditions for the receipt of Program incentives.

IV. PROGRAM INCENTIVES

The following are the incentives that are available under this Program:

1. Terminal Rent and Landing Fee Incentive

- A New Entrant Airline that provides Qualifying Air Service is eligible for a 100% waiver of Terminal Rent and Landing Fees attributable to the Qualifying Air Service for the Incentive Period. Once this Incentive Period has commenced, it shall not be extended regardless of whether the New Entrant Airline adds weekly departures to the same destination or additional Qualifying Air Service.

- An Airline that provides Qualifying Air Service to a New Market is eligible for a 100% waiver of its Landing Fees attributable to the Qualifying Air Service for the Incentive Period. Once the Incentive Period has commenced, that Incentive Period shall not be 50,same destination. An Airline that subsequently initiates Qualifying Air Service to another New Market will be eligible for a separate Incentive Period and corresponding Terminal Rent and Landing Fee Incentive.

2. Marketing Incentive

Subject to the terms and conditions set forth below, an Airline may be eligible to receive financial marketing assistance (Marketing Incentives) during the Incentive Period as follows:

- A New Entrant Airline that provides Qualifying Air Service shall be eligible for a Marketing Incentive of up to $100,000.

- Any Airline that provides Qualifying Air Service to a New Market shall be eligible for a Marketing Incentive of up to $100,000.

- An Airline that provides a Qualifying Increase shall be eligible for a Marketing Incentive of $50,000.

An Airline may be eligible for multiple Marketing Incentives with concurrent or overlapping Incentive Periods. While an individual Incentive Period for an individual initiation of Qualifying Air Service shall be no longer than 12 months, an Airline is not limited in the total length of time it may receive Marketing Incentives under this Program.

An individual Airline is limited to a total of $150,000 in Marketing Incentives per calendar year (or a *pro rata* amount of that cap for any portion of a calendar year after the adoption or before the termination of this Program).

The Marketing Incentives are only available under the following terms and conditions:

a) The Airline must submit a promotional plan to the City that identifies:

   - The Qualifying Air Service to be promoted;
   - The proposed timeline of planned promotional activities;
   - The medium or media to be used in the promotion;
   - The proposed budget for the promotion; and
   - Contact information for the person representing the Airline with regard to its planned promotional activities.

b) The City must have reviewed and approved all promotional materials and Qualifying Marketing Expenses before they will be qualified for financial assistance under this Program.

c) All promotional materials and activities submitted for financial assistance under this Program must include the Airport in the content, and such materials must be consistent with the Airport's current branding and reputation management strategies, as determined by the City in its sole discretion.

d) The City will directly pay for Qualifying Marketing Expenses invoiced by third parties (not to include any internal Airline promotional expenses) or reimburse the Airline for Qualifying Marketing Expenses if the Airline provides proof of such Qualifying Marketing Expenses satisfactory to the City (including original invoices from the service or product provider) within one hundred and eighty (180) calendar days after the end of the promotional campaign or activity.

e) The City will only pay for eligible Qualifying Marketing Expenses incurred during the applicable Incentive Period.

f) In order to be eligible for the full amount of financial assistance for Qualifying Marketing Expenses under this Program, an Airline must provide Qualifying Air Service at a rate equal to or greater than seven non-stop round trips per week. For Airlines that provide Qualifying Air Service at a rate equal to or less than six non-stop round trips per week,

the Airline shall only be eligible for reimbursement of a *pro rata* share of the Qualifying Marketing Expenses attributable to that Qualifying Air Service.

V. LIMITATIONS, TERMINATION, AND REVISION OF INCENTIVES

Total incentives under this Program (Terminal Rent waivers, Landing Fee waivers, and payments for Qualifying Marketing Expenses) are capped at $500,000 per calendar year, or a *pro rata* amount of that cap for any portion of a calendar year after the adoption or before the termination of this Program. The City is under no obligation to provide waivers or payments under this Program beyond such capped amount.

An Airline will not be eligible for any Program incentives associated with the restart of any service it voluntarily discontinued within the previous eighteen (18) months, even if such service would otherwise be Qualifying Air Service or a Qualifying Increase. This prohibition notwithstanding, the City may in its sole discretion determine that such restarted service is Qualifying Air Service or a Qualifying Increase and eligible for incentives under this Program if the Airline demonstrates that the cessation of the service was due to extraordinary external circumstances.

In the event an Airline does not provide the Qualifying Air Service or the Qualifying Increase for the minimum 12-month period (or 24-month period for Seasonal Service) and/or fails to comply with any other condition or requirement for the Program, the Airline shall be billed and shall pay the City all rentals, fees, and charges waived under this Program for all past, present, and future flights as if no incentives under this Program had been granted.

The City reserves the unilateral right to revise the Program, including any incentives, or terminate this Program in its entirety, if such action is necessary to comply with any federal law, rule, regulation, order, policy or requirement.

This Program is subject to and subordinate in all respects to federal law and FAA rules and regulations, including without limitation the federal grant assurances executed by the City in connection with the Airport, as the same may be amended or replaced from time-to-time, and the FAA's Policy Regarding Air Carrier Incentive Programs, effective December 7, 2023. The Program may be amended, modified, or discontinued at any time by the City for any reason or as required by federal law, FAA rules and regulations, or the terms of the City's grant assurances.

City Council Meeting

Item Number: 10

Meeting Date: April 23, 2024

To: City Council / City Manager

From: Justine Ruff, Director

Subject: MOTION APPROVING PLANS AND SPECIFICATION FOR THE RECONSTRUCT RUNWAY 16R BLAST PAD, REMOVE RUNWAY 34L CONCRETE BLAST PAD AND ADD ASPHALT SHOULDERS TO RUNWAY 10 BLAST PAD PROJECT, AND AUTHORIZING THE CITY MANAGER OR 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)

Purpose:

To advertise for bids for the MAF Runway Blast Pads Improvements Project.

Recommended City Council Action:

Approve

Fiscal Impact:

To be determined

Strategic Priority:

(Transparent & Consistent Communication)

Discussion:

In the 2021 Professional Services Agreement with Parkhill, Smith & Cooper, the Reconstruct Runway 16R Blast Pad, Remove Runways 34L Concrete Blast Pad and add Asphalt Shoulder

to Runway 10 Blast Pad Project was included. The design of this project has been completed and the project is ready for construction.

The existing asphalt blast pad for Runway 16R is over 35 years old. The asphalt surface has large, random cracks that penetrate the base layer. The Airport has continued to seal the cracks, but their size and depth has now made sealing these cracks almost impossible. This project will reconstruct the blast pad full depth and include the required asphalt shoulders for the blast pad in accordance with the current advisory circular for Airport Design.

The concrete blast pad for Runway 34L that was utilized prior to the threshold being displaced is well over 40 years old. The concrete is deteriorating and the sealant in the joints is coming loose or has already come out of the joint. The ability of the Airport to repair or maintain this concrete is no longer feasible. This blast pad is no longer necessary for Runway 34L since the threshold was displaced. The project will remove the concrete and seed the area to provide erosion control.

The blast pad for Runway 10 does not have paved shoulders. On a previous project, the blast pad was reconstructed but only within the limits of the existing pavement. In accordance with the current Airport Design Advisory Circular, the blast pad is required to include paved shoulders. This project will add asphalt shoulders to the existing blast pad to match the width of Runway 10/28 along with its paved shoulders.

Jose E. Ort

City Manager's Office

Parkhill

PROJECT MANUAL – ISSUE FOR BID

MIDLAND INTERNATIONAL AIR & SPACE PORT (MAF)

Runway Blast Pads Improvements

Midland, Texas

Midland International Air & Space Port

April | 2024

Parkhill Project #01623422

PACKET 10.3 April 23, 2024

Parkhill

PROJECT MANUAL – ISSUE FOR BID

MIDLAND INTERNATIONAL AIR & SPACE PORT (MAF)

Runway Blast Pads Improvements

Midland, Texas

Midland International Air & Space Port

PARKHILL SMITH & COOPER, INC. F-560
STATE OF TEXAS
LAWRENCE G. BELL
80564
LICENSED PROFESSIONAL ENGINEER
04/29/2024

April | 2024

Parkhill Project #01623422

TABLE OF CONTENTS

ADVERTISEMENT FOR BIDS ..... A
INSTRUCTIONS TO BIDDERS ..... IB
BID BOND ..... BB
PROPOSAL C
CONTRACT ..... D
PERFORMANCE BOND ..... E
PAYMENT BOND ..... F
CERTIFICATE OF INSURANCE ..... G
EXPERIENCE RECORD ..... H
EQUIPMENT SCHEDULE I

Contract Assurance
Prompt Payment
City of Midland Department of Airports - DBE Policy Statement
Bidder Information Sheet

SPECIAL PROVISIONS

Article	Title
SP-1	Scope of Work
SP-2	Contract Documents
SP-3	Time and Order of Completion
SP-4	Limitation of Operation
SP-5	Construction Activity
SP-6	Affidavit of Bills Paid
SP-7	Calendar Day
SP-8	Protection of Property
SP-9	Electric Power and Natural Gas
SP-10	Lines and Grades
SP-11	Water for Construction
SP-12	Material Tests
SP-13	Barricades, Signs, and Hazard Markings
SP-14	Prevention of Air and Water Pollution
SP-15	Public Convenience and Safety
SP-16	Final Cleaning
SP-17	Insurance
SP-18	Removal and Disposal of Structures, Utilities, and Obstructions
SP-19	Conformity with Plans and Allowable Deviations
SP-20	Removal of Defective and Unauthorized Work
SP-21	Disputed Claims for Extra Work
SP-22	Federal Participation
SP-23	Indemnification
SP-24	Contractor Responsibility for Work
SP-25	Correction of Faulty Work after Final Payment
SP-26	Texas State Sales Tax
SP-27	Separate Contracts
SP-28	Trench Safety
SP-29	Load Restrictions
SP-30	Notice to Proceed
SP-31	Payment for Materials on Hand

SP-32	Weighing and Measuring Equipment
SP-33	Progress Schedule
SP-34	Average Climatic Range
SP-35	Substantially Complete
SP-36	Submittals
SP-37	Geotechnical Information
SP-38	Sovereign Immunity
SP-39	Governing Law and Venue
SP-40	Third-Party Beneficiary
SP-41	Releases
SP-42	Independent Contractor
SP-43	Notice of Alleged Breach; Statutory Prerequisites
SP-44	Assignment
SP-45	Waiver of Attorney Fees
SP-46	Prompt Pay Act
SP-47	Payment
SP-48	Project Closeout
SP-49	Disclosure of Interested Parties
SP-50	Parkhill/RPR Authority and Duty
SP-51	Anti-Boycott Statutes
SP-52	Partial Payments

GENERAL CONDITIONS OF THE CONTRACT

Article	Title
GC-01.	Owner
GC-02.	Contractor
GC-03.	Architect/Engineer
GC-04.	Contract Documents
GC-05.	Subcontractor
GC-06.	Written Notice
GC-07.	Work
GC-08.	Deleted
GC-09.	Deleted
GC-10.	Layout of Work
GC-11.	Architect/Engineer Authority and Duty
GC-12.	Superintendence and Project Representation
GC-13.	Contractor Duty and Superintendence
GC-14.	Contractor Understanding
GC-15.	Character of Workers
GC-16.	Contractor Buildings
GC-17.	Sanitation
GC-18.	Shop Drawings
GC-19.	Preliminary Approval
GC-20.	Defects and Remedies
GC-21.	Changes and Alterations
GC-22.	Right of Architect/Engineer to Modify Methods and Equipment
GC-23.	Keeping Plans and Specifications Accessible
GC-24.	Ownership of Drawings
GC-25.	Adequacy of Design

GC-26.	Right of Entry
GC-27.	Collateral Contracts
GC-28.	Discrepancies and Omissions
GC-29.	Deleted
GC-30.	Protection Against Accident to Employees and the Public
GC-31.	Contractor Insurance
GC-32.	Time for Completion and Liquidated Damages
GC-33.	Price for Work
GC-34.	Bonds
GC-35.	Losses from Natural Causes
GC-36.	Protection of Adjoining Property
GC-37.	Protection Against Subcontractor, Laborer, Materialmen and Furnisher of Machinery, Equipment, and Supply Claims
GC-38.	Protection Against Royalties or Patented Invention
GC-39.	Laws and Ordinances
GC-40.	Assignment and Subletting
GC-41.	Time and Order of Completion
GC-42.	Extension of Time
GC-43.	Hindrances and Delays
GC-44.	Quantities and Measurements
GC-45.	Estimated Quantities
GC-46.	Partial Payments
GC-47.	Use of Completed Portions
GC-48.	Final Completion and Acceptance
GC-49.	Final Payment
GC-50.	Payment Withheld
GC-51.	Delayed Payments
GC-52.	Extra Work
GC-53.	Time of Filing Claims
GC-54.	Deleted
GC-55.	Abandonment by Contractor
GC-56.	Abandonment by Owner

FEDERAL CONTRACT PROVISIONS
Guidelines for Contract Provisions
Wage Rate Determinations

FAA AC 150/5370-10H

PART 1 – GENERAL CONTRACT PROVISIONS
Section 10 Definition of Terms
Section 20 Proposal Requirements and Conditions
Section 30 Award and Execution of Contract
Section 40 Scope of Work
Section 50 Control of Work

Section 60 Control of Materials
Section 70 Legal Regulations and Responsibility to Public
Section 80 Execution and Progress
Section 90 Measurement and Payment

PART 2 – GENERAL CONSTRUCTION ITEMS
Item C-100 Contractor Quality Control Program (CQCP)
Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control
Item C-105 Mobilization
Item C-110 Method of Estimating Percentage Material Within Specification Limits (PWL)

PART 3 – SITEWORK
Item P-101 Preparation/Removal of Existing Pavements
Item P-152 Excavation, Subgrade, and Embankment

PART 6 – FLEXIBLE PAVEMENT
Item P-401 Asphalt Mix Pavement
Item P-403 Asphalt Mix Pavement Base Course

PART 9– MISCELLANEOUS
Item P-602 Emulsified Asphalt Prime Coat
Item P-603 Emulsified Asphalt Tack Coat
Item P-610 Concrete for Miscellaneous Structures
Item P-620 Runway and Taxiway Marking

PART 12 – TURFING
Item T-901 Seeding
Item T-905 Topsoil

APPENDICES

APPENDIX A - GEOTECHNICAL REPORT
APPENDIX B - CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)
APPENDIX C - CONSTRUCTION MANAGEMENT PLAN (CMP)

ADVERTISEMENT FOR BIDS
NOTICE TO BIDDERS

Sealed proposals addressed to the City Secretary will be received at the office of the City Secretary, City Hall, Midland, Texas until 2:00 pm, Thursday, May 23, 2024, for furnishing all necessary materials, machinery, equipment, superintendence, and labor for constructing certain improvements at Midland International Air & Space Port (MAF), Midland, Texas. These improvements are contained in Plans and Specifications entitled, "Midland International Air & Space Port, Runway Blast Pads Improvements," dated April 2024.

Immediately following the closing time for receipt of Bids/Proposals will be publicly opened and read aloud. Any Bid received after closing time will be returned unopened.

Principal items of Work are set forth in specific detail in the Proposal Section of these Specifications; however, Work items may be generally described as repaving and reconfiguring three runway blast pads areas.

Work will also include other miscellaneous materials, equipment, machinery, superintendence, and labor for constructing these improvements for MAF, Midland, Texas.

A Bid Proposal guaranty is to accompany the Bid, thereby guaranteeing the good faith of the Bidder and that Bidder will enter the written Contract. The guaranty is to amount to 5 percent 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 a bid bond.

Bidders are expected to inspect site of work and inform themselves regarding all local conditions.

In all areas of employment, women will be afforded equal opportunity for employment. Employment of women shall not diminish the standards or requirements for employment of minorities.

This Project is subject to Minority Business Enterprise Contract Provisions, Foreign Trade Restrictions, Federal Debarment and Suspension, Drug-free Workplace, and other requirements stated in the Instructions to Bidders and other Sections of Project Specifications and Contract Documents.

Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have maximum opportunity to participate in performance of contracts financed in whole or in part with Federal funds.

Buy American Provision. Proposed contract is subject to the Buy American Provision under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990. Details of such requirement are contained in Specifications.

MAF treats Bidder/Offer compliance with good faith effort requirements as a matter of responsiveness.

Requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this Contract. It is the policy of MAF to practice nondiscrimination based on race, color, sex, or national origin in award or performance of this Contract. All firms qualifying under this solicitation are encouraged to submit Bids/Proposals. Award of this Contract will be conditioned upon satisfying requirements of this Bid Specification. These requirements apply to all Bidders/Offerors, including those who qualify as a DBE. DBE contract goal of 9.8 percent has been established for this Contract. Bidder/Offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet contract goal for DBE participation in performance of this Contract.

Successful Bidder/Offeror will be required to submit the following information:

(1) names and addresses of DBE firms that will participate in Contract;
(2) description of Work each DBE firm will perform;
(3) dollar amount of participation of each DBE firm participating;
(4) written documentation of Bidder/Offeror commitment to use a DBE subcontractor whose participation submits to meet contract goal;
(5) written confirmation from DBE of participation in Contract as provided in commitment made under (4); and
(6) if contract goal is not met, evidence of good faith efforts.

Successful Bidder or Offeror must provide written confirmation of participation from each DBE firm the Bidder/Offeror lists in their commitment. Bidder/Offeror must submit DBE written confirmation of participation within five days of receiving Owner notice to successful Bidder.

Information for Bidders, Proposal forms, Specifications, and Plans are on file in the office of the Director of Airports, MAF.

Downloaded documents (PDF file extension format) can be obtained from the Parkhill Info Exchange web site after registering as a plan holder with Parkhill via https://parkhill.com/projects-for-bid/ or by contacting Debbie German, Project Coordinator, at dagerman@parkhill.com. No cost or deposit required for downloaded documents.

CITY OF MIDLAND, TEXAS
Marcia Bentley-German, City Secretary

INSTRUCTIONS TO BIDDERS

IB-1. BID FORMS

Bid shall be submitted on Proposal form in the bound Specifications.

In addition to the completed Proposals, bid forms shall include Bid Security, Financial Statement, and other specified documents. Failure to submit a complete Bid as specified will be considered as sufficient cause for rejection of the Bid.

IB-2. PREPARATION OF PROPOSALS

All blanks in the forms shall be filled in or marked "N.A." (Not Applicable) and all required information shall be included with Proposals. Bid prices shall be written in ink. Receipt of all addenda issued shall be acknowledged in the space provided on the addendum. Each addendum received and the Bid Security shall be enclosed with Proposal. Proposal and accompanying documents shall be enclosed in a sealed envelope, addressed to the City Secretary, 300 N. Loraine, Midland, Texas 79701, marked "MAF Runway Blast Pads" with name and address of Bidder also shown thereon. **If Sealed Bid is sent in a mailing envelope, outside of mailing envelope must also have same marking visible.**

IB-3. EXPERIENCE RECORD AND FINANCIAL STATEMENT

Experience Record included herein, shall be filled in, showing completed jobs, of a similar nature to the one covered by Proposal, and work in progress with contract and bond amounts and percent complete.

A sworn statement of the current financial condition of Bidder shall also be enclosed with Proposal, to provide Owner with information relative to the responsibility of bidders and their ability to finance and construct the work. This statement shall be enclosed with Proposal in a separate envelope and will be returned to Bidder upon return of his bid security.

TxDOT prequalification can be submitted in lieu of a financial statement with bids; however, financial information may be required of the apparent low Bidder.

IB-4. BID SECURITY

Each proposal must be accompanied by a Bid Bond, Certified Check, or cash in the amount of not less than 5 percent of the maximum bid submitted, payable without recourse to the City of Midland, Texas. If a Bid Bond is submitted as Bid Security, it shall be executed by an approved surety company authorized to do business in the State of Texas and accepted according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States of America. Such Bid Security shall be so conditioned if Bidder is awarded Contract and unable or fails to furnish Performance and Payment Bonds and execute Contract within 10 days after date of award, Security shall revert to Owner as compensation for damages which Owner suffers because of such failure by Bidder.

IB-5. PERFORMANCE AND PAYMENT BONDS

With execution and delivery of the Contract Documents, Contractor shall furnish, on the forms provided herein, bonds, as required by the General Conditions, of 100 percent of the total contract price, executed by an approved surety company authorized to do business in the State of Texas, and accepted according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States of America. Performance and Payment Bonds submitted shall be in compliance with Chapter 2253 of the Texas Government Code.

IB-6. INTERPRETATION OF BIDS

No bid will be considered which fails to supply all information indicated, or which has any limitation or provisions placed upon it by Bidder. In case of a difference between the written words and the figures in Proposal, amount stated in written words will be considered as bid price, without recourse on the part of Contractor. In case of ambiguity or lack of clearness in Proposal, Owner will adopt the most advantageous construction thereof or reject the bid. Owner reserves the right to accept or reject any or all bids, if it is deemed to be in the best interest of the public. Further, Owner reserves the right to reject any bids because of irregularity or to waive such irregularity if such action is in the public interest.

IB-7. DISPOSITION OF BIDS

Owner expects to make award of the Contracts as soon as possible after the opening of Bids, but specifically reserves the right to hold all Proposals for a period not to exceed 90 days, before making an award. No Proposal, having been opened, may be withdrawn prior to expiration of this 90-day period. Bid Security of all but the successful Bidder will be returned upon making an award.

Contract will be awarded to the responsible bidder submitting the lowest bid complying with the conditions of the Advertisement for Bidders and the Instructions to Bidders.

IB-8. EXAMINATION OF SITE, PLANS, AND SPECIFICATIONS

Before submitting Proposal, each Bidder shall have made a thorough examination of the Site of Work and of the Plans and Specifications and shall become informed as to the location and nature of the proposed construction, labor conditions and all other matters that may affect the cost and time of completion of the Work upon which he bids. Bidders shall make such investigations of the nature of the Project as deemed necessary and shall assume all responsibility for fully informing themselves of the character of materials which will be encountered. Submission of a Proposal shall be prima facie evidence that Bidder has made such an examination. Contact Steve Hirst, Airport Facilities Manager (432.560.2200), to schedule a site examination visit.

IB-9. PREBID CONFERENCE

A prebid conference will be held at 11:00 am, Tuesday, May 7, 2024, in the Conference Room at Midland International Air & Space Port (MAF). At this time, all interested Bidders will be requested to appear and present any questions they may have pertaining to this Project. All Bidders are urged to attend prebid conference because they will be charged with notice of the matters discussed therein. Attendance to the prebid conference is NOT mandatory.

IB-10. INTERPRETATION OF SPECIFICATIONS PRIOR TO BIDDING

Any questions arising during the advertising period as to the meaning or intent of the Specifications will be answered by an addendum which will be sent to all who have placed a deposit and/or furnished Plans and Contract Documents issued by Parkhill. Engineer shall receive requests for clarifications to Specifications and Plans at least three days prior to the date for receipt of bids.

Receipt of each addendum shall be acknowledged by Bidder in the space provided and each Addendum shall be enclosed with Proposal when it is submitted. All Addenda shall become a part of these Contract Documents.

IB-11. AVAILABILITY OF PLANS

A. For Bidders

All parties with an interest in the type of Work included in the Project covered by these documents, shall be given a reasonable opportunity to examine the documents and prepare a Bid or sub-bid. Documents may be examined without charge as noted in the Notice to Bidders.

Downloadable documents (PDF file extension format) can be obtained from the PSC Info Exchange web site after registering as a Plan Holder with Parkhill via https://parkhill.com/projects-for-bid/ or through Debbie German, Project Coordinator, at dagerman@parkhill.com. No cost or deposit required for downloaded documents.

B. For Contractor

Contractor will be furnished five sets of Specifications and Plans for his use during construction. This shall include all Plans and Specifications furnished to material suppliers and subcontractors but does not include the executed contract copies. Plans and Specifications for use during construction will be furnished directly only to Contractor. Contractor shall then distribute copies of Plans and Specifications to suppliers, subcontractors, or others, as required for proper execution of the Work.

Should additional sets of documents be desired, they may be purchased, by Contractor only, at the following prices, exclusive of postage or freight charges:

Plans and Specifications are $150.00 per set.

IB-12. SPECIAL PROVISIONS

Attention of Bidders is directed to SPECIAL PROVISIONS included in these documents for requirements concerning scope of work, labor, insurance, and similar subjects.

IB-13. PLANT LOCATION AND STORAGE AREA

Contractors bidding on the Work included in this Contract who desire to locate a material storage area or other similar facility on the airport property may secure such site, buildings, or areas by direct negotiation with the Director of Airports, MAF, Midland, Texas. An area located adjacent to the Project area will be identified as available for use by Contractor for staging and material storage.

IB-14. WITHDRAWAL OF PROPOSALS

Any Bidder, upon his or his authorized representative's written request, will be given permission to withdraw his Proposal not later than the time set for opening thereof. At the time of opening of Proposals, when such Proposal is reached, it will be returned to him unread.

IB-15. DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for the disqualification of bidder and the rejection of his bid or bids:

More than one Proposal for the same work from an individual firm, partnership, or corporation under the same or different name.

Evidence of collusion among bidders. Participants in such collusion may not receive recognition as Bidders for any future work.

Unbalanced Proposals in which the prices for some items are out of proportion to the prices for other items.

Failure to submit a unit price for each item of work for which a bid price is required by Proposal.

Lack of competency as revealed by the financial statement submitted.

Lack of responsibility as shown by past work judged from workmanship and progress standpoints.

Uncompleted Work which, in the judgment of Owner, might hinder or prevent the prompt completion of additional Work if awarded.

For being in arrears on existing contracts, in litigation with Owner, or having defaulted on a previous contract.

IB-16. MATERIAL GUARANTY

Before any Contract is awarded, Bidder may be required to furnish a complete statement of origin, composition, or manufacture of any or all materials proposed to be used in the construction of the Work, together with samples, which may be subjected to the tests provided for in these specifications to determine their quality and fitness for the Work.

IB-17. DISADVANTAGED BUSINESS ENTERPRISE CONTRACT PROVISIONS

It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, Bidder will be required to conform to the DBE requirements of 49 CFR Part 26.

IB-18. WAIVER

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

1. ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID;
2. WAIVER OR DELETION OF ANY REQUIREMENT UNDER BID DOCUMENTS OR CONTRACT DOCUMENTS;
3. ACCEPTANCE OR REJECTION OF ANY BIDS; AND
4. AWARD OF CONTRACT.

BY SUBMITTING A BID, BIDDER ACKNOWLEDGES AN UNDERSTANDING OF ALL BIDDING DOCUMENT TERMS AND CONSENTS TO BIDDING PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A BID, BIDDER ACKNOWLEDGES AND AGREES THAT THERE WAS/IS NO DISPARITY OF BARGAINING POWER BETWEEN BIDDER AND THE CITY OF MIDLAND, TEXAS.

BIDDER AGREES THIS IS THE INTENTIONAL RELINQUISHMENT OF THE LISTED PRESENTLY EXISTING KNOWN RIGHTS.

IB-19. 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/MAY HAVE IN THE FUTURE AGAINST OWNER, REGARDING AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO CONTRACT, OR CONSTRUCTION, INTERPRETATION OR BREACH OF CONTRACT. CONTRACTOR SPECIFICALLY AGREES IF CONTRACTOR BRINGS/COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, CONSTRUCTION, INTERPRETATION, VALIDITY, OR BREACH OF CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO 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, CONTRACTOR AGREES TO ABANDON, WAIVE, AND RELINQUISH ANY AND ALL RIGHTS TO RECOVERY OF ATTORNEY FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

CONTRACTOR AGREES THIS IS VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. CONTRACTOR ACKNOWLEDGES AN UNDERSTANDING OF ALL TERMS AND CONDITIONS OF CONTRACT. CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THAT WAS/IS NO DISPARITY OF BARGAINING POWER BETWEEN OWNER AND CONTRACTOR.

THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

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.

BID BOND

THE STATE OF TEXAS)

SURETY'S NO._____

COUNTY OF MIDLAND)

KNOWN ALL MEN BY THESE PRESENTS, THAT_____

_____(hereinafter called "Principal"), as Principal, and_____

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

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

WHEREAS, Principal submitted a Bid or Proposal to enter a certain written contract with Obligee to perform all work associated with the MAF Runway Blast Pads Improvements project.

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

IT IS EXPRESSLY UNDERSTOOD AND AGREED if said Principal should withdraw its Bid any time after such Bid is opened and before official rejection of 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, Obligee, in either of such events, shall be entitled and hereby given the right to collect this Bid Bond as liquidated damages.

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

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

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

APPROVED AS TO FORM:

_____
City Attorney

NOTE: Attach Power of Attorney

PROPOSAL

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

Date: _____

Gentlemen:

Pursuant to foregoing Notice to Bidders, undersigned Bidder hereby proposes to do all Work and furnish all necessary superintendence, labor, machinery, equipment, tools, and materials, and anything necessary to complete all work bid, as provided by attached Specifications and shown on Plans, and is bound to acceptance of this Proposal to execute Contract and Bonds per accompanying forms, performing and completing Work within time stated, and furnishing all required guarantees, for the following prices to-wit:

RUNWAY BLAST PADS IMPROVEMENTS

Item	Quantity Unit	Description of Item and Unit Prices	Total Amount
1	1 LS	Item C-100 Contractor Quality Control Plan (CQCP), complete, per lump sum: _____Dollars and _____Cents ($_____)	$_____
2	1 LS	Item C-102, Temporary Air and Water Pollution, Soil Erosion, and Siltation Control, complete, per lump sum: _____Dollars and _____Cents ($_____)	$_____
3	1 LS	Item C-105, Mobilization, 10 percent, complete, per lump sum: _____Dollars and _____Cents ($_____)	$_____
4	LS	Barricading, Signage, and Traffic Control, complete, per lump sum: _____Dollars and _____Cents ($_____ _____)	
5	3,690 SY	Item P-101-5.1a, Remove Existing Asphaltic Pavement, complete, per square yard: _____Dollars and _____Cents ($_____)	$_____

Item	Quantity Unit	Description of Item and Unit Prices	Total Amount
6	3,200 SY	Item P-101-5.1b, Remove Existing Concrete Pavement, complete, per square yard: _____Dollars and _____Cents ($_____)	$_____
7	1,800 CY	Item P-152-4.1, Embankment, complete, per cubic yard: _____Dollars and _____Cents ($_____)	$_____
8	1,315 TON	Item P-401-8.1, Asphalt Surface Course, 4 inch thickness, 3 inch max lifts, complete, per ton: _____Dollars and _____Cents ($_____)	$_____
9	1,560 TON	Item P-403-8.1, Asphalt Base Course, 5 inch thickness, 3 inch max lifts, complete, per ton: _____Dollars and _____Cents ($_____)	$_____
10	1,620 GAL	Item P-602-5.1, Emulsified Asphalt Prime Coat, complete, per gallon: _____Dollars and _____Cents ($_____)	
11	3,320 GAL	Item P-603-5.1, Emulsified Asphalt Tack Coat, complete, per gallon: _____Dollars and _____Cents ($_____)	
12	1 LS	FAA MALSR, cable reroute, including all coordination, labor, materials, testing and appurtenances required to reroute new underground power line in conduit, complete, per lump sum: _____Dollars and _____Cents ($_____)	$_____

Item	Quantity Unit	Description of Item and Unit Prices	Total Amount
13	11,100 SF	Item P-620-5.2b, Marking, including reflective media per Specifications, complete, per square foot: _____Dollars and _____Cents ($_____)	$_____
14	2.9 AC	Item T-901-5.1, Seeding, complete, per acre: _____Dollars and _____Cents ($_____)	$_____
15	9,700 SY	Item T-905-5.1, Topsoil, obtained from site of Runways 10 and 16R work areas, per square yard: _____Dollars and _____Cents ($_____)	
16	775 CY	Item T-905-5.2, Topsoil, obtained from Off Airport for filling Runway 34L work area, complete, per cubic yard: _____Dollars and _____Cents ($_____)	$_____
		BASE BID	

Bidder shall be required to issue a resale certificate on such materials in lieu of paying sales tax on such materials at time of purchase. The City will provide successful Bidder with a sales tax exemption certificate for such materials.

Undersigned Bidder hereby confirms he has visited the Site of the Work and has carefully examined Plans, Specifications, and Contract Documents pertaining to Work covered by this Bid, and prices bid herein are based on minimum wage rates included in Specifications.

Bidder certifies, by submission of this Proposal or acceptance of this Contract, neither Bidder nor Bidder's principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. Bidder further agrees by submitting this Proposal, Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this proposal.

Contractor or subcontractor, by submission of offer/execution of a contract, certifies it:

a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this Project with a contractor that is a citizen or national of a foreign country on said list or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.

c. has not procured any product nor subcontracted for the supply of any product for use on the Project that is produced in a foreign country on said list.

Unless restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to Contractor or subcontractor who is unable to certify to the above. If Contractor knowingly procures or subcontracts for supply of any product or service of a foreign country on said list for use on Project, the Federal Aviation Administration may direct, through the sponsor, cancellation of Contract at no cost to the Government.

Further, Contractor agrees if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower-tier subcontracts. Contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

Contractor shall provide immediate written notice to sponsor if Contractor learns its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Subcontractor agrees to provide immediate written notice to Contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If later determined Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the sponsor, cancellation of contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records to render, in good faith, certification required by this provision. Knowledge and information of a contractor is not required to exceed that normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and making of a false, fictitious, or fraudulent certification may render maker subject to prosecution under Title 18, United States Code, Section 1001.

Bidder hereby agrees to commence work under this Contract within 10 days of a date specified in written "Notice to Proceed" and to complete work within the consecutive calendar day framework noted in Contract. Bidder further agrees to pay as liquidated damages, the sum of $ 1,000.00 for each consecutive calendar day beyond each phase of days allowed as hereinafter provided in Article 32 of the General Conditions.

Bidder acknowledges receipt of the following addendum:_____

_____

Enclosed with this Proposal is a Cashier's or Certified Check for_____

_____ Dollars ($_____)

or, a Proposal Bond in the sum of 5 percent of Greatest Amount Bid Dollars ($ 5 percent of Greatest Bid), which it is agreed shall be collected and retained by Owner as liquidated damages in the event the Proposal is accepted by Owner within 90 days after date advertised for the reception of bids and undersigned fails to execute Contract or required bonds with Owner, under conditions hereof, within 10 days after date said proposal is accepted; otherwise, said check or bond shall be returned to undersigned upon demand.

_____
Contractor

(Seal if Bidder is a Corporation)

By_____

_____
Address

NOTE: Complete all blanks in this and accompanying forms and include proper Bid Security.

CONTRACT

STATE OF TEXAS

COUNTY OF MIDLAND

THIS CONTRACT is made and entered into this _____ day of _____ 20___, by and between the **CITY OF MIDLAND, TEXAS**, a home rule municipal corporation ("***Owner***"), and _____ _____, ("***Contractor***").

WITNESS: That for and in consideration of payments and agreements hereinafter mentioned, to be made and performed by Owner, and under conditions expressed in the bond bearing even date herewith, Contractor hereby agrees to commence and complete construction of items of work included in this Project, described as repaving and reconfiguring three runway blast pads areas.

Work will also include other miscellaneous materials, equipment, machinery, superintendence, and labor for constructing improvements for Midland International Air & Space Port (MAF).

These improvements are shown on Plans and Specifications entitled "MAF Runway Blast Pads" dated April 2024. Plans and Specifications are hereby incorporated herein by reference for all legal purposes and shall apply to this Contract as if fully set forth herein.

This Contract shall include all extra work in connection therewith. All work performed hereunder shall be in accordance with those certain General Conditions and Special Provisions, attached hereto, and hereby incorporated herein by referenced for all legal purposes and shall apply to this Contract as if fully set forth herein. Contractor shall, at own proper cost and expense, furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete said construction, in accordance with conditions and prices stated in Proposal attached hereto, and in accordance with all General Conditions, Special Provisions, and Plans, which includes all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof, and Specifications therefor, as prepared by Parkhill ("***Architect/Engineer***"), each of which has been identified by endorsement of Contractor and Engineer thereon, together with Contractor's written Proposal, General Conditions, Special Provisions, Performance Bond, and Payment Bond hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire agreement between the parties hereof.

Contractor hereby agrees to commence work under this Contract within 10 days of a date specified in written "Notice to Proceed" and to complete work under Base Bid identified on plans within 270 calendar days from Notice to Proceed.

Contractor further agrees to pay as liquidated damages the sum of $1,000 for each consecutive calendar day beyond days allowed as hereinafter provided in Article 32 of General Conditions.

Owner agrees to pay Contractor from current funds for performance of this Contract in accordance with Proposal submitted therefor, subject to additions and deductions, as provided in Specifications, and to make payments on account thereof as provided therein.

BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM CONTRACTOR HAS/MAY HAVE AGAINST THE CITY OF MIDLAND, TEXAS, AND PARKHILL, REGARDING AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO CONTRACT, OR CONSTRUCTION, INTERPRETATION OR BREACH OF CONTRACT. CONTRACTOR SPECIFICALLY AGREES IF CONTRACTOR BRINGS/COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, CONSTRUCTION, INTERPRETATION, VALIDITY, OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, *ET SEQ*., AS AMENDED), CONTRACTOR AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO RECOVERY OF ATTORNEY FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

CONTRACTOR AGREES THIS IS INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. CONTRACTOR ACKNOWLEDGES AN UNDERSTANDING OF ALL TERMS AND CONDITIONS OF THIS CONTRACT.

By execution of this Contract, Contractor hereby represents and warrants to the City of Midland, Texas, that Contractor has read and understood the Contract.

This Contract shall be governed by laws of the State of Texas. Venue of any suit, right, or cause of action arising under or in connection with this Contract shall lie exclusively in Midland County, Texas. All payments and performance under or connected to this Contract shall be deemed to have occurred exclusively in Midland County, Texas.

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

OWNER:

CITY OF MIDLAND, TEXAS

By _____
Lori Blong, Mayor

ATTEST:

By _____
Marica Bentley-German, City Secretary

CONTRACTOR:

By _____
Signature

Name, Title: _____
Print

Complete Address:

_____

_____

STATE OF _____

COUNTY OF _____

Before me, _____, on this day, personally
Notary

appeared, _____ (Name of Signer), who

□ is known to me

□ proved to me on the oath of _____
Witness

□ proved to me through _____
Document Description

to be the person whose name is subscribed herein and acknowledged to me execution of the same for purposes and consideration herein expressed.

Given under my hand and seal of office this

_____ day of _____, A.D., _____.
Day Month Year

Notary Seal

_____
Signature of Notary Officer

PERFORMANCE BOND

SUBMITTED IN COMPLIANCE WITH CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE

STATE OF TEXAS §

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS: That we, _____ of the City of _____, County of _____, and State of _____, as Principal, and _____ _____ hereinafter called "Surety," are held and firmly bound unto the City of Midland, Texas, a home rule municipal corporation of Midland County, Texas, (hereinafter called the City-Obligee), in the penal sum of _____ _____ DOLLARS, ($_____) lawful money of the United States, well and truly to be paid to the City of Midland, Texas, for payment whereof said Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered a certain written contract with the Owner-Obligee, dated the __ day of _____ 20__, to the Runway Blast Pads for the Midland International Air & Space Port, Midland, Texas specifically including in the scope of this work and bond, additional maintenance guaranty provisions set forth in Contract conditions, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied 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, if said Principal shall faithfully perform work in accordance with Plans, Specifications, Instructions to Bidders, General and Special Conditions, and other Contract Documents, including any addendums thereto, then this obligation shall be void; otherwise, to remain in full force and effect.

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

PROVIDED further this Performance Bond is submitted in compliance with Chapter 2253 of the Texas Government Code.

Surety, for value received, stipulates and agrees no change, extension of time, alteration, or addition to terms of the Contract, or to the work performed thereunder, or Plans, Specifications or Drawings accompanying the same, or any assignment of the Contract as may be provided for in Instructions to Bidders, shall in any way 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 thereunder.

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

Contractor	Surety
By _____	By _____
	(Title)

NOTE: If signed by an officer of Surety Company, there must be on file a certified extract from by-laws showing this person has authority to sign such obligation. If signed by an Attorney in Fact, Owner must be furnished with a copy of Power of Attorney for their files.

PAYMENT BOND

SUBMITTED IN COMPLIANCE WITH CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE

STATE OF TEXAS §

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS: That we, _____ of the City of _____, County of _____, and State of _____, as principal, and _____, hereinafter called "Surety," are held and firmly bound unto the City of Midland, Texas, a home rule municipal corporation of Midland County, Texas, (hereinafter called "City-Obligee"), in the penal sum of _____ DOLLARS, ($_____) lawful money of the United States, well and truly to be paid to the City of Midland, for payment whereof said Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain written contract with Owner-Obligee, dated the ____ day of _____ 20__, to the Runway Blast Pads for the Midland International Air & Space Port, Midland, Texas which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is if 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, to remain in full force and effect.

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

PROVIDE further this Payment Bond is submitted in compliance with Chapter 2253 of the Texas Government Code.

Surety, for value received, stipulates and agrees no change, extension of time, alteration, or addition to terms of this Contract, or to Work performed thereunder, or Plans, Specifications, or Drawings accompanying the same, or any assignment of Contract as may be provided in Instructions to Bidders, shall in any way affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration, or addition to terms of the Contract, assignment thereof, or to work to be performed thereunder.

WITNESS our hands this the _____ day of _____, 20___.

Contractor	Surety
By _____	By _____
	(Title)

NOTE: If signed by an officer of Surety Company, there must be on file a certified extract from by-laws showing this person has authority to sign such obligation. If signed by an Attorney in Fact, Owner must be furnished with a copy of Power of Attorney for their files.

CERTIFICATE OF INSURANCE

TO: CITY OF MIDLAND
MIDLAND INTERNATIONAL AIR & SPACE PORT
MIDLAND, TEXAS

Date _____

Type of Project: Runway Blast Pads

THIS IS TO CERTIFY THAT _____
(Name of Insured)

is, at the date of this certificate, insured by this Company with respect to business operations hereinafter described, for types of Insurance and in accordance with provisions of standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

TYPE OF INSURANCE			
Policy No	Effective	Expires	Limits of Liability
Workmen's Compensation		Public	
1 person $		Liability	
1 accident $		Contingent	
1 person $		Liability	
1 accident $			
Property Damage			
Builder's Risk			
Automobile			
Other			

SAMPLE ONLY
SUCCESSFUL
CONTRACTOR
SHALL PROVIDE
CERTIFICATE FROM
INSURANCE
HIS CARRIER

Foregoing Policies (do) (do not) cover all sub-contractors.

Locations Covered: _____

Description of Operations Covered: _____

The noted policies either in the body thereof or by appropriate endorsement provide they may not be changed or cancelled by insurer in less than the legal time required after insured receives written notice of such change or cancellation, or, in case there is no legal requirement, in less than five days after insured receives such written notice.

SEND EIGHT COPIES OF THIS
CERTIFICATE TO OWNER

_____
(Name of Insurer)

By _____

Title _____

Phone _____

NOTE: Name CITY OF MIDLAND and PARKHILL as additional insureds on required insurance policies.

EXPERIENCE RECORD

List of Projects, like that covered by Proposal, Bidder successfully completed:

Amount of Contract Award	Type of Work	Date Completed	Name and Address of Owner

List of Projects Bidder is now engaged in completing:

Amount of Contract Award	Type of Work	Percent Completed	Name and Address of Owner

List of Surety Bonds in force on uncompleted work:

Amount of Contract Award	Amount of Bond	Name of Surety Company

Bidder

Print Name:

Business Address

EQUIPMENT SCHEDULE

Bidder should list major equipment available and serviceable for use on this Work.

Portion of Work Bidder proposes to sublet, if any:

Dated this _____ day of _____, 20____.

By _____

Title _____

PACKET 10.34 April 23, 2024

CONTRACT ASSURANCE

Contractor will ensure the following clause is placed in every DOT-assisted contract and subcontract:

Contractor or subcontractor shall not discriminate based on race, color, national origin, or sex in performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in award and administration of DOT-assisted contracts. Failure by Contractor to carry out requirements is a material breach of this Contract which may result in termination of this Contract or such other remedy as recipient deems appropriate. This may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying Contractor from future bidding as non-responsible.

PROMPT PAYMENT

Prime Contractor agrees to pay each subcontractor under this Prime Contract for satisfactory performance of contract no later than 30 working days from receipt of each payment Prime Contractor receives from the City of Midland. Prime Contractor agrees further to return retainage payments to each subcontractor within 30 working days after subcontractor's work is satisfactorily completed. Any delay or postponement of payment from above referenced time frame may occur only for good cause following written approval of the City of Midland. The clause applies to both DBE and non-DBE subcontractors.

For purposes of this Section, a subcontractor's work is satisfactorily completed when all tasks called for in subcontract have been accomplished and documented as required by the City of Midland. When the City of Midland makes an incremental acceptance of a portion of a prime contract, work of a subcontractor covered by that acceptance is deemed satisfactorily completed.

Contractor will not be reimbursed for work performed by subcontractors unless and until Contractor ensures subcontractors are promptly paid for work they have performed.

Contractor failure to comply with requirements of DBE Plan shall constitute a material breach of this Contract. In such a case, the City of Midland reserves the right to terminate Contract; to deduct amount of DBE goal not accomplished by DBE from money due or to become due Contractor, not as a penalty but as liquidated damages to the City of Midland or such other remedy/remedies as the City of Midland deems appropriate.

CITY OF MIDLAND DEPARTMENT OF AIRPORTS
DBE POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The City of Midland, Owner and Operator of Midland International Air & Space Port, herein referred to as MAF, established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. MAF received Federal financial assistance from the Department of Transportation and as a condition of receiving this assistance, MAF signed an assurance to comply with 49 CFR Part 26.

It is the MAF policy to ensure DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy to:

1. ensure nondiscrimination in award and administration of DOT-assisted contracts;
2. create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. ensure DBE Program is narrowly tailored in accordance with applicable law;
4. ensure only firms who fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. help remove barriers to participation of DBEs in DOT-assisted contracts; and
6. assist development of firms that can successfully compete in the marketplace outside the DBE program.

An MAF staff person has been delegated as the DBE Liaison Officer. In that capacity, appointed staff is responsible for implementing all DBE program aspects. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by MAF in financial assistance agreements with the Department of Transportation.

MAF disseminated this policy statement to the City Council of the City of Midland, Texas and all components of the organization. We distributed this statement to DBE and non-DBE business communities who perform work for us on DOT-assisted contracts. This is accomplished via inclusion in all our Bid Documents.

Justine Ruff, Director of Airports

Section 26.37 Monitoring Responsibilities

MONITORING PAYMENTS TO DBEs AND NON-DBEs

MAF undertakes ongoing monitoring of prime payments to subcontractors over the course of any covered contract. Such monitoring activities will be accomplished as follows:

1. Prime Contractors must submit monthly proof of prompt payment to Airport.
2. DBELO will monitor prompt payment to subcontractors via review of cancelled checks and/or accounts payable ledgers submitted with monthly reports.
3. DBELO will verify checks payable to subcontractors are dated within prompt payment period.
4. DBELO may also contact DBE subcontractors by phone/email to confirm receipt of payment within prompt payment period.

Airport requires prime contractors to maintain records/documents of payment to subcontractors, including DBEs, for a minimum of three years unless otherwise provided by applicable record retention requirements for Airport financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the MAF or DOT. This reporting requirement extends to all DBE and non-DBE subcontractors.

INFORMATION TO BE SUBMITTED (26.53(B)):

MAF treats Bidder/Offeror compliance with good faith effort requirements as a matter of responsiveness.

Requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this Contract. It is MAF policy to practice nondiscrimination based on race, color, sex, or national origin in award or performance of this Contract. All firms qualifying under this solicitation are encouraged to submit Bids/Proposals. Award of this Contract will be conditioned upon satisfying Bid Specification requirements applying to all Bidders/Offerors, including those who qualify as a DBE. A DBE Contract goal of 9.8 percent has been established for this Contract. Bidder/Offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the Contract goal for DBE participation in performance of this Contract.

Types of actions to support good faith efforts at meeting Contract goal for DBE participation (not intended as an all-inclusive list and other methods by Bidder may be relevant in documenting good faith effort:

1. Have DBE subcontractors attend Prebid Meeting
2. Documentation of notices sent to potential DBE subcontractors requesting interest in bidding.
3. Documentation of emails sent to potential DBE subcontractors requesting interest in bidding.
4. Documentation (dates and times) of phone calls made to potential DBE subcontractors informing them of the Project and soliciting an interest in bidding. This should include follow-up calls to support aggressively attempting to obtain DBE participation.

Good faith effort documentation must be included with Proposal submitted.

TO INCLUDE WITH PROPOSAL:

Bidder/Offeror shall include with their proposal:

1. Form 1: Disadvantaged Business Enterprise (DBE) Utilization, (signed by Bidder/Offeror);
2. Form 2: Letter of Intent (for each DBE firm). Note: *DBE firm signature not required at time of proposal submission*; and
3. Completed Bidder Information Sheet.

UPON AWARD OF CONTRACT:

Successful Bidder/Offeror will be required to submit the following information within 5 days of Bid Opening:

(1) names and addresses of DBE firms who will participate in the Contract;
(2) description of work each DBE firm will perform;
(3) dollar amount of participation for each DBE firm participating;
(4) written documentation of Bidder/Offeror commitment to use a DBE subcontractor whose participation meets Contract goal;
(5) written confirmation from DBE of Contract participation as provided in commitment made under (4); and
(6) upon unmet Contract goal, evidence of good faith efforts. Successful Bidder/Offeror must submit DBE written confirmation of participation within five days after Bid Opening.

Midland International Air & Space Port

To all Bidders for AIP-funded projects for Midland International Air & Space Port (MAF):

Any company desiring to submit a bid on an AIP grant project for MAF, must complete a Bidder Information Sheet that includes:

- Name of Firm;
- Address of Firm;
- Age of Firm;
- If Firm is a certified Disadvantaged Business Enterprise (DBE); and
- Amount of annual gross receipts.

Before Contract is awarded, companies must also submit Demonstration of Good Faith Efforts, Form 1: DBE Utilization, and Form 2: Letter of Intent for each DBE subcontractor. If DBE goal percentage is met, complete one Form 1 and a separate Form 2 for each DBE subcontractor. If not met, complete Form 1 and submit documentation of Good Faith Efforts (see 49 CFR Part 26, Appendix A) to support percentage accomplished.

Upon Airport acceptance of bid, submit the following information to MAF Disadvantage Business Enterprises Liaison Officer (DBELO) before Project starts:

- Commitments made to all subcontractors (DBE/non-DBE): MAF Form 2: Letter of Intent or TxDOT Form 4901; and
- Proof of DBE certification of all DBE subcontractors.

Once Project starts, submit monthly to the DBELO a Monthly Progress Report (MAF form or TxDOT Forms 4903 or 4904) of actual dollar amount paid to DBE subcontractors.

Call 432.560.2200 for questions. Thank you for your time and consideration regarding this matter.

Sincerely,

MAF, Liaison Officer
Disadvantage Business Enterprise

Encl

FORMS 1 AND 2: DEMONSTRATION OF GOOD FAITH EFFORTS

Form 1: Disadvantaged Business Enterprise (DBE) Utilization

Undersigned Bidder/Offeror has satisfied bid specification requirements as follows:

☐ Bidder/Offeror met DBE contract goal:

Bidder/Offeror is committed to a minimum of 9.8% DBE utilization on this contract.

☐ Bidder/Offeror has not met DBE contract goal:

Bidder/Offeror is committed to a minimum of _____ % DBE utilization on this contract and submitted documentation demonstrating good faith efforts.

Legal name of Bidder/Offeror's firm: _____

Bidder/Offeror Representative: _____

Name/Title: _____

_____ _____

Signature Date

Form 2: Letter of Intent

Note: Authorized representative (AR) named herein must be a vested individual with authority to make contracting decisions on behalf of the firm.

Name of Bidder/Offeror's firm: _____

Name/title of firm's AR: _____

Phone: _____ Email: _____

Name of DBE firm: _____

Name/title of DBE firm's AR: _____

Address: _____

City: _____ State: ____ Zip: _____

Phone: _____ Email: _____

Work to be performed by DBE firm: _____

Description of Work	NAICS	Dollar Amount/%*	Dealer/Manufacturer**

**Percentage to be used only in negotiated procurements, including design-build contracts.*
***For material suppliers only, indicate if DBE is a manufacturer or regular dealer as defined by §26.55.*

Undersigned Bidder/Offeror is committed to utilizing the named DBE firm for work described herein. Total expected dollar value of this work is $_____. Bidder/Offeror understands if awarded contract/agreement resulting from this procurement, it must enter a subcontract with identified DBE firm representative of listed type and amount of work. Bidder/Offeror understands upon submitting this form with bid/offer, it may not substitute/terminate listed DBE without following procedures of 49 CFR Part 26, §26.53.

_____ _____

Signature of Bidder/Offeror's Authorized Representative Date

Undersigned DBE affirms it is ready, willing, and able to perform amount and type of work as described herein and is properly certified to be counted for DBE participation, therefore.

_____ _____

Signature of DBE's Authorized Representative Date

If Bidder/Offeror does not receive award of prime contract, all representations in this Letter of Intent shall be null and void.

Submit this page for each DBE subcontractor.

Midland International Air & Space Port

Department of Airports

BIDDER INFORMATION SHEET

Firm Name: _____

_____

Address: _____

_____

_____

Age of Firm: _____

Is your Firm a Certified Disadvantaged Business Enterprise (DBE)? **YES** ☐
NO ☐

Mark the category of your Firm's Annual Gross Receipts.

- ☐ **Less than $1 million.**
- ☐ **More than $1 million, less than $5 million.**
- ☐ **More than $5 million, less than $10 million.**
- ☐ **More than $10 million, less than $15 million.**
- ☐ **More than $15 million.**

DBE/NON-DBE MONTHLY PROGRESS REPORT FOR MAF

Project: _____ AIP Grant No.: _____

Contractor: _____ Contract Amount: _____

DBE Goal: _____ DBE Goal Dollars: _____

Contractor DBE Status (DBE/non-DBE): _____ Reporting Month: (Month/Year): _____

Vendor Number	Name of Prime/Subcontractor DBE or Non-DBE	*D/N	**Disadvantaged Group	Type of Work	***Total $ Amt Paid for Work Performed (Prime & Sub; DBE & Non-DBE)	**** $ Amt Paid to Non-DBE Firm this Pay Period	***** $ Amt Paid to DBE Firm this Pay Period

* All payments to DBE and Non-DBE firms are required to be reported (D=DBE; N=non-DBE).

** If firm is a DBE, report Disadvantaged Group the DBE firm falls under: BA=Black American; HA=Hispanic American; NA=Native American; SAA=Subcont. Asian American; APA=Asian Pacific American; NMW=Non-Minority Women; O=Other.

*** Goal/commitment progress report amount and/or race-neutral amount. Do not subtract non-DBE/second-tier subcontractors and haulers from this column.

**** Report amount paid to non-DBE firm or sub.

***** Report amount paid to DBE firm or sub.

If using a non-DBE hauling firm that leases from DBE truck owner-operators, payments made to each owner-operator must be reported separately. Report amount of payment DBE subcontractors paid to non-DBE subcontractors/haulers.

Submission of this report for periods of negative DBE activity is required. This report is required monthly until entirety of project specified is completed.

I hereby certify the above is a true and correct statement of amounts paid to the DBE or Non-DBE firms listed above.

Signature: _____ Date: _____

Company Official

🛠**This report must be submitted with monthly request for payment.**

SPECIAL PROVISIONS

SP-1 SCOPE OF WORK

Work to be accomplished under these Specifications including plans shall consist of:

1.1 Principal items of Work are set forth in specific detail in the proposal section of these Specifications; however, Work may be generally described as repaving and reconfiguring three runway blast pads areas.

1.2 Work will also include other miscellaneous materials, equipment, machinery, superintendence, and labor for constructing these improvements for the Midland International Air & Space Port (MAF), Midland, Texas.

1.3 Contractor shall furnish all labor, materials, and equipment necessary to complete Work called for in these Specifications and shown on the Plans.

1.4 Payment for various items of Work will be made as specified under various payment articles of Technical Sections.

SP-2 CONTRACT DOCUMENTS

All Work covered by this Contract shall be done in accordance with Contract Documents described in the General Conditions. Drawings included in documents consist of the plans entitled "Runway Blast Pads," dated April 2024.

Bidders shall be thoroughly familiar with all Drawings and Specifications. Contractor shall be responsible for satisfactory completion of all Work shown on Drawings or specified.

Intent of Plans and Specifications is to prescribe a complete Work or improvement which Contractor undertakes to do in full compliance with Plans, Specifications, Special Provisions, Proposal, and Contract. Contractor shall do all Work including such additional, extra, and incidental Work considered necessary to complete the Project in a satisfactory and acceptable manner, as provided in Plans, Proposal, and Contract. Unless otherwise provided in Specifications, Special Provisions, or Contract, Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to prosecute completion of Work.

Contract Documents are complementary and that called for by any one entity shall be as binding as if called for by all. In case of conflict between Contract Documents, priority of interpretation shall be in the following order:

- Signed Contract,
- Performance Bond,
- Special Bonds (if any),
- Proposal,
- Special Provisions,
- Notice to Bidders,
- Instructions to Bidders,
- Technical Specifications,
- Plans,
- General Conditions of Contract, and
- General Contract Provisions.

SP-3 TIME AND ORDER OF COMPLETION

Contractor is permitted to prosecute certain portions of Work in order and manner of own choosing to the best interest of the Project; however, Work shall be conducted in such manner and with such materials, equipment, and labor as required to ensure completion in accordance with Plans and Specifications within time stated in Proposal and Contract. Contractor shall furnish Parkhill with proposed progress schedule and Parkhill shall approved schedule before Work is commenced on Project.

Within the 270 consecutive calendar day contract framework, the following time, location, and schedule constraints shall be included in the progress schedule preparation and Project execution:

This Project's 3 work areas are within runway object free areas as well as approach and departure areas. Project work may not occur in these areas without complete prior coordination and agreement with MAF personnel regarding runway closure timing and duration. Per Construction Safety and Phasing Plan and the Phasing Plan sheets, major RWYs 10-28 and 16R-34L may be closed for an agreed-upon duration to allow construction in associated approach and departure areas. Only close one major runway at any one time. RWY 10-28 shall remain open during the winter and spring (December through April) to allow necessary ILS operations, and RWY 16R-34L shall remain open during the summer and fall (May through November) to utilize runway length in hot weather. The anticipated timing for work on RWY 10 is 120 consecutive calendar days, and 150 consecutive calendar days for RWY 16R-34L. Phase 1 will likely be RWY 16R-34L, but will be coordinated at the pre-construction meeting. General Aviation (GA) RWYs 4-22 may also be closed to allow construction given complete coordination with MAF personnel regarding runway closure timing and duration.

Contractor is reminded approved material submittals are required before incorporation of materials into this Project. To avoid delays in Work progress, provide complete information to Parkhill as early as possible for review and approval.

Contractor will be required to execute various portions of the Project in phases to maintain usage of airport facilities as well as safety during the entire Project. Contractor will be allowed to develop own phasing plan which will meet phasing intent shown on Plans. Contractor phasing plan will be subject to Parkhill approval.

Other Contractors may perform Work for Owner in the same general area as that covered under this Contract. Contractor shall be expected to coordinate his Work with Work of other Contractors as required to ensure all Work can be carried out with the least possible interference with operation of other contractors or Owner. Contractor coordination with other contractors shall require Parkhill approval. Owner reserves the right to control and direct sequence of operations in areas others will be working. Provision shall be made for other contractors to have suitable space to Work, store materials, as well as access to these areas.

Contractor shall schedule Work well in advance of actual operations and keep Parkhill advised of this schedule so close coordination can be maintained with Director of Airports and other contractors. Portions of taxiways and runways will be closed as required for proper execution of Work, but at least three days' notice will be required before closing any portion of a taxiway or runway. Director of Airports will file Notice to Airmen (NOTAMs) required for various construction operations.

When closing portions of airfield for construction, keep time closed to a minimum. Contractor is required to provide, install, and maintain approved closed runway/taxiway markings in accordance with the latest FAA Advisory Circular 150/5370 and other applicable FAA regulations. No separate measurement or payment shall be made for closed runway or taxiway marking. Coordinate all operations through Parkhill and Director of Airports.

SP-4 LIMITATION OF OPERATION

Complete each item of Work without delay. In no instance shall Contractor be permitted to transfer forces from uncompleted Work to new Work without Parkhill permission. Contractor is required to submit a schedule of operations to Parkhill for approval. Contractor shall not commence new Work to the prejudice of Work already started.

Contractor shall take all necessary precautions to ensure operating aircraft and passenger safety as well as that of Contractor equipment and personnel. Give special considerations to flight schedules and routes taken by equipment traveling within Airport area. Contractor shall provide all such equipment with a flag on a staff attached to equipment, so flag is readily visible. Flag shall be not less than 3 feet square, checkered pattern of international orange-and-white squares, not less than 1 foot on each side. Contractor shall estimate all difficulties to be encountered. Keep equipment not actually in operation clear of landing areas. Personnel shall not enter areas of Airport where aircraft are operating without specific permission.

Nighttime construction activities are not permitted without prior approval of Parkhill and Director of Airports. If required and permitted, nighttime construction activities shall be as noted on Plans and coordinated, through Parkhill, with Director of Airports. During nighttime construction, Contractor shall provide all equipment traveling within Airport area with a flashing light that is always visible and operational.

Coordinate all operations through Parkhill and Director of Airports, so no interference with aircraft traffic on active runways, taxiways, or aprons will result from Contractor operations. Construction activities are not allowed within safety areas of any active runway/taxiway unless approved by Parkhill and Director of Airports.

- Taxiway safety area is the area within 90 feet of the centerline of any taxiway/taxilane.
- Runway safety area is the area within 250 feet of the centerline of any runway when aircraft are operating under Visual Flight Rule (VFR, clear weather) conditions, or within 570 feet of the centerline of any runway when aircraft are operating under Instrument Flight Rule (IFR, inclement weather) conditions.

As required, Contractor shall maintain flagpersons to direct construction traffic to cross or travel along any active taxiway, apron, or runway. Direct traffic away from these facilities when possible and never allow traffic to cross an active runway, taxiway, or apron without proper clearance.

Contractor shall schedule Work well in advance of actual operations and keep Parkhill advised of this schedule so close coordination can be maintained with Director of Airports. Aprons, runways, and taxiways will be closed as required for proper execution of Work as provided in previous Articles.

Contractor shall exert every effort to maintain safety of aircraft traffic and be acquainted with rules and regulations concerning aircraft traffic safety. Maintain FAA Advisory Circular 150/5370-2G, “Operational Safety on Airports during Construction,” requirements. Violations of safety rules by Contractor workers shall result in discharge of such workers in accordance with General Conditions. Continued violations of safety rules and regulations by Contractor, after Parkhill or MAF notify Contractor of such violations, shall constitute grounds for suspending Contractor operations until steps are taken to insure a safe operation.

Contractor’s field office and material storage area may be located inside secure area of Airport but outside safety areas of taxiways/runways near construction. Contractor shall provide an area for parking all equipment not used for construction purposes, as well as for parking employee vehicles. This area shall be located away from the Airport operational area (AOA) in an area approved by Parkhill and Director of

Airports. No employee or other unauthorized vehicles will be allowed within the AOA. If Contractor needs field office outside of secure area, Contractor can install temporary security fencing around office site. Airport must approve security fence.

Contractor shall utilize existing vehicle gates for employees and subcontractors. Contractor shall be responsible for allowing only authorized personnel to enter the AOA through this gate. Contractor shall always control entrance through the gate by employees or subcontractors entering/exiting the gate.

Hauling routes shall not be along/across any paved airport street, road, apron, taxiway, or runway without specific written authorization from Parkhill and Director of Airports. Any damage incurred by Contractor equipment shall be repaired by and at Contractor expense and as required by Parkhill and Director of Airports.

Contractor shall maintain pavement surfaces of runways, taxiways, and aprons, allowed to be used as hauling routes, in a clean condition, suitable for use by aircraft, as determined by Director of Airports.

Successful Bidder is subject to a pre-award review by Office of Compliance and Security, Equal Opportunity Division, Federal Aviation Administration, to determine Contractor's previous compliance status.

Contractor is subject to a preconstruction conference to discuss phasing and Project safety control after award of Contract.

SP-5 CONSTRUCTION ACTIVITY

When construction activity is performed on/adjacent to AOA, the following rules and regulations apply unless otherwise authorized by Airport Operations. **Contractor must have all picture-badged supervisors fingerprinted. Fingerprinting cost is $70.00 per person, paid by Contractor**.

5-1 AOA Badge: At least one supervisor with an AOA picture badge must always be present with any group of unbadged personnel.

5-2 Escorts: All escorts performed by Contractor within AOA must be accomplished by picture-badged personnel operating a vehicle marked by a 3- x 3-foot orange-and-white checkered flag. Traffic must always adhere to haul routes (see Subarticle 5-3). Only authorized airport personnel are to perform escorts off established haul routes.

5-3 Haul Routes: Establishment of AOA haul routes must be authorized through Airport Operations. Contractor shall furnish, erect, maintain, and remove flags for delineation of haul routes. Criteria of establishing perimeter of a haul route and restricted areas will be as follows:

A. Green flags will prominently mark either side of haul route at intervals to easily define route.

B. Yellow flags will prominently mark a boundary 500 feet adjacent to a runway centerline to delineate restricted areas during poor visibility as determined by Airport Operations.

C. Red flags will prominently mark a boundary 250 feet adjacent to a runway centerline to indicate entry is prohibited unless specifically authorized by Airport Operations.

D. Haul Routes that cross/come within 153 feet of a taxiway must have a flagperson present to control vehicular traffic.

E. No haul route may come within 1,000 feet from end of a runway unless specifically authorized by Airport Operations.

5-4 Cranes: Any construction activity utilizing a crane or other hoisting device shall have prior written approval of FAA. Contractor shall be responsible for filing prescribed forms for airspace clearance in accordance with Part 77 of Federal Aviation Regulations. Applications for airspace clearance must be submitted at least 30 days before construction activities. To avoid construction delays, Contractor is urged to timely file prescribed forms. Airspace clearance from FAA must be approved before erection of crane or other hoisting device. The following information is required:

A. Location of equipment.
B. Maximum extendable height.
C. Duration of use.
D. Daily hours of operation.

Top of crane must be marked by a 3- x 3-foot orange-and-white checkered flag and lowered at night and during periods of poor visibility as directed by Airport Operations. Cranes which exceed a height of 149 feet must be approved in writing by the FAA (FAA Form 7460-1). Contractor shall notify Parkhill at least 48 hours before erecting crane.

5-5 Restricted Areas: Construction prohibited in these areas unless authorized by Airport Operations:

A. Within 90 feet of a taxiway or apron taxiway centerline.
B. Within 250 feet parallel to runway centerline. (500 feet during poor visibility as determined by Airport Operations.)
C. Within 1,000 feet of end of the runway.
D. Within certain areas about runway to cause interference with navigational equipment.

5-6 Trenches and Excavations: No trenches or excavations allowed within these areas:

A. Within 250 feet parallel to runway centerline.
B. Within 90 feet parallel to taxiway or apron taxiway centerline.
C. Within 1,000 feet of end of runway.

EXCEPTION: Authorization considered on a case-by-case basis by Airport Operations.

5-7 Stockpiles of Material: No stockpiled material allowed within these areas:

A. Within 500 feet parallel to runway centerline.
B. Within 90 feet parallel to taxiway or apron taxiway centerline.
C. Within 1,000 feet of end of runway.

EXCEPTION: Authorization considered on a case-by-case basis by Airport Operations.

5-8 Escorts, Badges, and Permits: When construction activity is performed on/adjacent to AOA and access onto apron required, the following rules will apply unless otherwise authorized by Airport Operations:

A. Escorts: Airport Operations must escort Contractor vehicles and equipment. Contractor must observe all rules and regulations.

EXCEPTION: Vehicles displaying a Permanent AOA Access decal do not require an escort while operating on ramps.

B. AOA Badges: Contractor personnel will display AOA Identification Badge.
C. AOA Access Permit: Contractor vehicles will display AOA Access Permit or Temporary AOA Access Permit.

EXCEPTION: Construction equipment (tractors, dump trucks, cranes, etc.) are not required to display an AOA Access Permit.

5-9 Protection of Airfield Areas: Utilize these procedures to prevent inadvertent entry by aircraft or vehicles into closed sections of taxiways, runways, or aprons. Contractor shall provide all materials and labor to furnish, erect, maintain, and remove these items as subsidiary to other items in Project.

A. When any taxiway or other AOA is closed, area will be protected by cones and flashing lights set up at entrances to closed areas.
B. Appropriate NOTAMs will be issued on closure and associated maintenance or construction activity.
C. Centerline and edge lights will be turned off, removed, obliterated, or disconnected as dictated by circumstances requiring closure.
D. All excavations in existing pavement areas (e.g. mudjacking repairs) must have hole protected by cones and flashing lights, in addition to cones and lights marking closed area.
E. Major excavations (constructing new taxiways, ramps, other construction activity) or major repairs of existing taxiway/runway will be protected by 10-inch-wide by 8-foot-long plastic, FAA-approved barricades (striped orange and white) with at least two red-flashing lights on top of each barricade.
F. In some cases, taxiway centerline striping will be obliterated, and a temporary displaced centerline provided.
G. All airfield activities must be continually coordinated through Airport Operations Supervisor.

SP-6 AFFIDAVIT OF BILLS PAID

Before Owner's final acceptance of this Project, Contractor shall execute an affidavit that all bills for labor, materials, and incidentals incurred in construction of these improvements, are paid in full, including any retainage, and no claims are pending, of which Contractor is notified.

SP-7 CALENDAR DAY

Time for Project completion and liquidated damages shall be in accordance with provisions of General Conditions, Article GC-32 - Time for Completion and Liquidated Damages. A calendar day is every day shown on the calendar.

SP-8 PROTECTION OF PROPERTY

Contractor shall exercise care to prevent damage to all structures, above or below ground, including buildings, fences, pipelines, utilities, roads, etc., publicly or privately owned, and including Work performed by others. Contractor is responsible for locating all underground facilities damaged by proposed construction.

Contractor shall be responsible for all damage done to either public or private property during construction except as specifically provided otherwise in these Specifications.

Known existing underground utilities and structures are shown on Plans. Locations are believed reasonably accurate but not guaranteed.

Contractor shall take all steps necessary to protect existing facilities during construction to assure continuous operation of lights for runways and taxiways which will be open for night operations.

SP-9 ELECTRIC POWER AND NATURAL GAS

Contractor shall provide electrical, natural gas, and other fuel requirements and pay for electricity, gas, or fuel consumed during Project construction. Contractor shall construct own service lines and such construction shall be in strict accordance with all applicable codes and laws.

SP-10 LINES AND GRADES

Parkhill will provide Contractor with horizontal control points and a benchmark for vertical control. Contractor shall do all construction staking. References to lines and grades as established by Parkhill shall reference these control points.

Parkhill will provide Contractor with all necessary information relating to control points set by Parkhill. Contractor will be responsible for laying out Work. Parkhill will check Contractor's grade control and major layouts at Parkhill's discretion, but this check will not relieve Contractor of responsibility of correctly locating line and grade in accordance with Plans and Specifications.

Parkhill will take all measurements necessary to determine amount of Work performed under various items payment is provided. When necessary, Work will be suspended to permit this Work, but such suspension will be as brief as practicable, and Contractor shall be allowed no extra compensation.

Contractor shall be certain as to accuracy of all measurements before constructing any permanent structure and not take advantage of any errors made in laying out Work. Contractor shall scrupulously preserve such stakes/markings as Parkhill may set for either Parkhill or Contractor guidance. In case of Contractor or employee negligence resulting in destruction of such stakes/markings, an amount equal to the cost of replacing same may be deducted from subsequent estimates due Contractor, at Parkhill discretion.

SP-11 WATER FOR CONSTRUCTION

Contractor shall provide for water requirements and pay for all water consumed during Project construction. Contractor shall arrange and pay for connections to existing water mains, fire hydrants, and piping/hauling water to the point where water is required.

SP-12 MATERIAL TESTS

Specifications require various tests on construction materials. In general, Contractor shall bear the cost of all material tests required before approval of material, source, or mix design. City will bear the cost of all passing commercial laboratory tests required for acceptance during construction of improvements and Contractor shall bear the cost of all failing construction tests.

Where only small amounts of material are used or where compliance with Specifications determined by visual inspection, no tests are required. Certificates of compliance required on all materials not tested.

All materials proposed used may be tested any time during preparation and use. If, after trial, sources of supply approved do not furnish a product of uniform quality or product from any source proves unacceptable any time, Contractor shall furnish approved material from another source.

SP-13 BARRICADES, SIGNS, AND HAZARD MARKINGS

Contractor shall provide, erect, and maintain all necessary barricades, signs, danger signals, and lights for protection of Work and the safety of the public for passengers and aircraft. Before closing existing apron, runways, or taxiways, place warning signs for air traffic at such locations, visible day and night. Any movement of Contractor vehicles or equipment on/across aprons or taxiways shall carry FAA standard markings or flags. Movement of other vehicles responsible to Contractor shall be under escort, as specified in Article SP-5-2.

Barricades for runways, taxiways, and aprons closed to traffic shall consist of 10-inch-wide by 8-foot-long plastic, FAA-approved barricades. Each barricade shall have reflective striping and a red flashing light on each end. Barricades shall be spaced with no more than 10-foot clearance between flashing lights attached to successive barricades. Obstructions shall be illuminated at night. Proper illumination of obstructions is critical to safe operation of aircraft on the Airport. All warning lights shall be equipped with photocell controls to automatically turn on lights at night and off at daytime. Contractor shall check lights daily (and each night) to assure batteries/power cells are working. Immediately replace or repair any lights found out-of-order, flashing weakly, or in otherwise less than acceptable operating condition. Parkhill may suspend Work on Project if Contractor's warning lights are not maintained. A $25.00/day charge will be assessed Contractor for each light found inoperative by Owner's personnel or representatives.

SP-14 PREVENTION OF AIR AND WATER POLLUTION

Contractor shall use suitable precaution to minimize air and water pollution during Work progress. Contractor shall meet all EPA requirements concerning air and water pollution. Contractor shall implement a Stormwater Pollution Prevention Plan (SWPPP) as required by Plans and Specifications.

SP-15 PUBLIC CONVENIENCE AND SAFETY

Materials stored on the Airport shall be placed and Work always conducted to cause no greater obstruction to air and ground traffic than Parkhill consider necessary. In protecting operational areas, minimum clearances maintained for runways shall agree with Part 77 of Federal Aviation Regulations. During Project construction, Contractor shall also maintain operational safety on Airport in accordance with the FAA Advisory Circular 150/5370-2G, "Operational Safety on Airports during Construction" and SW5200.5B, "Airport Safety during FAA-funded Airport Construction and FAA Facilities Maintenance." No runway, taxiway, apron, or roadway shall be closed or opened except by express permission from Parkhill and Director of Airports.

Contractor shall be responsible for maintaining pavement free of all rocks, gravel, dirt, and other debris where hauling is permitted on/across any active roadway, apron, runway, taxiway, or areas temporarily closed subject to opening on short notice. Contractor shall immediately remove all rocks, gravel, dirt, or other debris.

SP-16 FINAL CLEANING

As each intermediate phase of Work is completed and before opening any portion of any airfield apron, roadway, runway, or taxiway, Contractor shall be responsible for cleaning construction site and adjacent pavement as specified.

Upon completion of Work and before acceptance and final payment is made, Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, and temporary structures. Material cleared from site and deposited on adjacent property will not be considered satisfactorily disposed. Cleanup cost shall be included as a part of cost of various items of Work involved with no direct compensation made for this Work.

SP-17 INSURANCE

Contractor shall not begin Work under this Contract until all insurance is obtained as required in General Conditions of Contract, proof of same is furnished to Owner, and Owner approves. All insurance required for this Project shall name the City of Midland and Parkhill as additional insureds.

Contractor shall obtain and deliver to Owner, an Owner's Protective or Contingent Public Liability Insurance Policy naming the City of Midland and Parkhill as additional insureds and amount of policy shall be as follows:

- $1,000,000 for injuries, including accidental death, to one or more persons and subject to noted limit for each person;
- $1,000,000 total limit for all damages arising out of bodily injuries to or death of two or more persons in any one accident;
- limit not less than $1,000,000 for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident; and
- $2,000,000 total (or aggregate) limit for all damages arising out of injury to or destruction of property during policy period.

Before Work on any Contract or subcontract begins, Contractor(s) and subcontractor(s) shall submit seven certificates to Owner for approval covering each insurance policy carried and offered as evidence of compliance with noted requirements, signed by an authorized representative of insurance company, setting forth:

- name and address of insured;
- location of operations to which insurance applies,
- number of policy and type(s) of insurance in force thereunder on date borne by such certificate;
- policy expiration date and limit(s) of liability thereunder on date borne by such certificate;
- statement insurance of type afforded by policy applies to all operations of whatever character, undertaken by insured during performance of Contract, provided such operations are required in performance of Contract and
- provision the policy may be canceled only by mailing written notice to named insured at address shown in this policy stating when, not less than 10 days thereafter, and cancellation of such policy shall be effective, with copy to Owner of letter of intent.

These certificates will become a part of Contract Documents and must be included with Contract Documents before execution by the City of Midland. Coverages specified herein apply to all Contractor operations in connection with this Work, including automobile and other vehicles.

Contractor's insurance shall cover self, all subcontractors, and sub-subcontractors. All other sublevels of Contractors shall provide copies of proof of insurance if not covered by the general Contractor.

Contractor shall provide a Waiver of Subrogation in favor of the City of Midland and Parkhill on Worker's Compensation and Employee Liability Insurance, Contractor's Public Liability and Property Damage Liability Insurance, and Automobile Insurance.

SP-18 REMOVAL AND DISPOSAL OF STRUCTURES, UTILITIES, AND OBSTRUCTIONS

All materials and debris specified to be disposed by Contractor shall become Contractor's property and Contractor shall properly dispose off Airport property.

SP-19 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

Finished surfaces shall conform to lines, grades, cross sections, and dimensions. Any deviation from Plans required by exigencies of construction shall be determined and authorized by Parkhill in writing.

SP-20 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All Work rejected or condemned shall be repaired or, if not satisfactorily repaired, removed and replaced at Contractor expense. Contractor shall immediately remove materials not conforming to Specification requirements from site of Work and replaced with satisfactory material at Contractor expense.

Work done beyond that shown on Plans, or as given, except as herein provided, without proper inspection, or any extra or unclassified Work done without written authority and prior agreement in writing as to prices, will be done at Contractor risk and considered unauthorized and, at Parkhill option, may not be measured, paid for, and may be ordered removed and replaced at Contractor expense.

Upon Contractor failure to repair satisfactorily or remove and replace, if so directed, rejected, unauthorized, or condemned Work or materials immediately after receiving formal notice from Parkhill, Owner may recover for such defective Work or materials on Contractor bond, or by action in court having proper jurisdiction over such matters, or may employ labor, equipment, and satisfactorily repair or remove and replace such Work and charge cost of same to Contractor, which will be deducted from any money due.

SP-21 DISPUTED CLAIMS FOR EXTRA WORK

In case Contractor deems extra compensation is due for Work on materials not clearly covered in Contract nor ordered by Parkhill as an extra, Contractor shall notify Parkhill in writing of intention to make a claim for such extra compensation before beginning Work on which claim is based and shall afford Parkhill every facility for keeping actual cost of Work. Contractor's failure to give such notification or afford Parkhill proper facilities for keeping strict account of actual costs, shall constitute a waiver of claim for such extra compensation. Contractor's filing of such notice and keeping of costs by Parkhill shall not in any way be construed to prove claim validity. When Work is completed, Contractor shall, within 10 days, file a claim for extra compensation with Parkhill, who will present it to Owner for consideration.

SP-22 FEDERAL PARTICIPATION

Pursuant to provisions of the Act of Congress known as the Airport Improvement Program of 1982 as amended, the United States Government may pay a portion of improvement cost. This Act of Congress provides construction Work and labor in each state shall be in accordance with laws of that state subject to FAA inspection and approval and in accordance with rules and regulations made pursuant to said Act. Construction Work, therefore, will be subject to such inspection by FAA Administrator or agents as deemed necessary to meet with requirements when Federal funds are used, but such inspection will in no sense make the Federal Government a party to this Contract nor interfere with rights of either party to Contract.

SP-23 INDEMNIFICATION

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND OWNER, PARKHILL, AND ALL OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY FEES, BROUGHT FOR/ON ACCOUNT OF ANY INJURIES/DAMAGES RECEIVED/SUSTAINED BY ANY PERSON(S)/PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CONTRACTOR, AGENTS, EMPLOYEES, OR ANY SUBCONTRACTOR, IN EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR IS REQUIRED TO PAY ANY JUDGMENT WITH COSTS OBTAINED AGAINST OWNER, PARKHILL, OR ANY OFFICERS, AGENTS, OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY FEES.

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

CONTRACTOR AGREES TO INDEMNIFY AND SAVE OWNER AND PARKHILL 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 FURTHERING PERFORMANCE OF THIS CONTRACT. WHEN OWNER SO DESIRES, CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE ALL OBLIGATIONS OF NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED, OR WAIVED.

CONTRACTOR HEREBY WAIVES ALL RIGHTS TO ANY ATTORNEY FEES AWARDED AS RESULT OF ANY ACTION BROUGHT UNDER THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT RELATING TO THIS CONTRACT.

SP-24 CONTRACTOR RESPONSIBILITY FOR WORK

Until acceptance by Parkhill of any part or all construction, as provided for in these Specifications, it shall be under charge and care of Contractor who shall take every necessary precaution against injury or damage to any part of Work by action of elements or from any other cause whatsoever, whether arising from execution/non-execution of Work. Contractor shall rebuild, repair, restore, and make good, at own expense, all injuries or damage to any portion of Work occasioned by any noted cause before completion and acceptance.

SP-25 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

Making final payment by Owner to Contractor shall not relieve Contractor of responsibility for faulty materials or workmanship. Contractor shall promptly replace any such defects discovered within one year from date of written acceptance of Work.

SP-26 TEXAS STATE SALES TAX

Work under this Contract is for an entity which qualifies for exemption pursuant to provisions of Article 151.309 of the Texas Tax Code.

Contractor performing this Contract may purchase, rent, or lease all materials, supplies, and equipment incorporated into Project by issuing an exemption certificate to supplier in lieu of tax, said exemption certificate complying with State Comptroller rulings. However, equipment and parts for equipment purchased used on Project but not incorporated into 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 Project. Further, Contractor shall separate charges for materials incorporated into Project from charges for labor. Any such exemption certificate issued by Contractor in lieu of tax shall be subject to provisions of State Comptroller rulings.

SP-27 SEPARATE CONTRACTS

Owner reserves the right to let other contracts about/near Project. Contractor shall afford other contractors a reasonable opportunity for introduction and storage of materials, execution of Work, and coordinate Work with theirs. Contractor coordination with other contractors shall require Parkhill approval. See Article SP-3 for additional requirements concerning separate Contracts.

SP-28 TRENCH SAFETY

Contractor shall strictly comply with all requirements of Occupational Safety and Health Administration (OSHA) Manual, Chapter XVII, Subpart P - Excavation, Trenching and Shoring, for all trenching and excavation operations.

If depths of trenches are encountered over 5 feet, Contractor shall cut trench walls to angle of repose of soils encountered or submit alternate shoring details to Parkhill for approval.

PACKET 10.55 April 23, 2024

SP-29 LOAD RESTRICTIONS

Contractor shall comply with all legal load restrictions in hauling materials on public roads beyond limits of Work. A special permit will not relieve Contractor of liability for damage which may result from moving material or equipment.

Equipment operations of such weight or so loaded to cause damage to structures or any other type of construction will not be permitted. Hauling materials over base course is not permitted. Hauling materials over base or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before curing period expiration. Contractor shall be responsible for all damage done by hauling equipment and shall correct such damage at own expense.

SP-30 NOTICE TO PROCEED

Notice to proceed shall state the date on which it is expected Contractor will begin construction and from which date Contract time will be charged. Contractor shall begin Work to be performed under Contract within 10 days of date set by Parkhill in written Notice to Proceed, but in any event, Contractor shall notify Parkhill at least 24 hours in advance of time actual construction operations will begin.

SP-31 PAYMENT FOR MATERIALS ON HAND

Partial payments may be made to extent of delivered cost of materials to incorporate in Work, if such materials meet requirements of Contract, Plans, and Specifications and are delivered to acceptable sites on Airport property or other sites in the vicinity acceptable to Owner. Such delivered costs of stored or stockpiled materials may be included in next partial payment after these conditions are met:

A. Material is stored/stockpiled in a manner acceptable to Parkhill at/on an approved site.
B. Contractor furnished Parkhill with acceptable evidence of quantity and quality of such stored/stockpiled materials.
C. Contractor furnished Parkhill with satisfactory evidence material and transportation costs have been paid. Contractor is to provide copies of invoices paid (listing the cost of each item) for materials on hand requested on partial payment request.
D. Contractor furnished Owner legal title (free of liens/encumbrances of any kind) to material so stored/stockpiled.
E. Contractor furnished Owner evidence material stored/stockpiled is insured against loss by damage to or disappearance of such materials any time before use in Work.

Transfer of title and Owner’s payment for such stored/stockpiled materials shall in no way relieve Contractor of responsibility for furnishing and placing such materials in accordance with requirements of Contract, Plans, and Specifications.

In no case will amount of partial payments for materials on hand exceed Contract price for such materials or Contract price for Contract item in which material is intended for use.

No partial payment made for stored/stockpiled living or perishable plant materials.

Contractor bears all costs associated with partial payment of stored/stockpiled materials in accordance with provisions of this subsection. See also SP-52 “Partial Payments” and GC-46 “Partial Payments.”

SP-32 WEIGHING AND MEASURING EQUIPMENT

Except as modified herein, all scales and scale installations shall meet requirements of the National Institute of Standards and Technology Handbooks 44 and 112 (published by U.S. Department of Commerce and available from Superintendent of Documents, U.S. Government Printing Office, Washington, D.D. 20402-9325), except required accuracy shall be 0.4 percent of load weighed or one graduation on the scale dial. Contractor shall provide personnel, facilities, and equipment for checking scales to Parkhill satisfaction.

Check all scales before beginning operations, after each move, at times when, in Parkhill opinion, there is a question as to accuracy/adequacy, and at least once each six months. Contractor shall furnish a report of calibration from a scale mechanic licensed by the Texas Department of Agriculture using certified weights and approved by Parkhill, certifying scales meet requirements of this item. Plant operations shall cease during checking operation. When inaccuracy/inadequacy is discovered, do not resume scale use until corrective measures are complete and/or scales calibrated. When equipment is adjusted, modify to bring performance errors as close as practicable to zero value.

SP-33 PROGRESS SCHEDULE

Within 15 working days after award of Contract (or at Preconstruction Meeting), Contractor shall submit a Project progress schedule. Progress schedule shall be prepared in a form suitable to Parkhill and show proposed starting and completion dates for each phase of construction as well as each item of Work within each phase. Progress schedule shall include a "Percent Complete Curve" with monthly amount, cumulative amount, and cumulative percent. Progress schedule, if suitable and indicates certain Project completion within the specified time, will be approved in writing by Parkhill. Revisions/changes in approved progress schedule may only be made with Parkhill approval.

SP-34 AVERAGE CLIMATIC RANGE

Time allowed for completion of entire Project shall include number of calendar days for anticipated delays due to normal weather conditions. No time extension for delays due to weather allowed until and unless such delays exceed claims for extension of time because of abnormal inclement weather. Such extension of time shall be granted only because such abnormal inclement weather prevented execution of major items of Work on normal working days. Weather conditions on a particular day may affect Work on days following the normal weather day. This subsequent delay shall not be considered abnormal and no extension of time will be considered.

The following weather table reflects meteorological data from Midland-Odessa area and will be used to determine Contract time extensions due to abnormally inclement weather. For purposes of this Contract, "abnormally inclement weather" is interpreted as number of days more than normal number of days on which rainfall exceeds 0.01 inch, or snow/ice pellets exceed 1.0 inch. Extensions of time to complete Work will be based on calendar days and granted by monthly account. No "rain days" unused for previous months may be carried over or accountable for future periods of time.

PACKET 10.57 April 23, 2024

WEATHER TABLE		
MONTH	**MEAN NO. OF RAIN DAYS[1]**	**MEAN NO. OF SNOW/ICE PELLETS DAYS[2]**
January	3	0
February	3	0
March	4	0
April	3	0
May	5	0
June	5	0
July	4	0
August	5	0
September	7	0
October	3	0
November	3	0
December	3	0
TOTAL	**48**	**0**

[1] Mean number of days' rainfall, 0.01 inch or more.
[2] Mean number of days' 1.0 inch or more.
* Less than 0.5 inch.

Table based on information reported from MAF, Midland, Texas.
Latitude 31 degrees, 56 minutes N Longitude, 102 degrees 12 minutes W, elevation (ground) 2,862 feet.
Means are based on records covering 10 years from 2012-2021.

SP-35 SUBSTANTIALLY COMPLETE

In various specifications "Substantially Complete" is used. Definition shall be:

> "Substantially complete shall occur at time Work to be completed is complete as specified and Owner accepts/occupies facility/improvement. All equipment shall have been completely installed, tested, ready for Owner acceptance and use, and accepted by Owner before Work is defined as substantially complete."

SP-36 SUBMITTALS

Transmit each submittal with Contractor-standard transmittal letter including Contractor name, address, and phone number. Identify Project, Contractor, subcontractor, or supplier, pertinent Drawing sheet and detail number(s), and Specification Section number, as appropriate. Apply Contractor stamp, signed/initialed certifying review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, are in accordance with requirements of Work and Contract Documents. Schedule submittals to expedite Project and deliver to Parkhill via the Procore website (except for product samples mailed to Parkhill's physical address). Coordinate submission of related items. Identify variations from Contract Documents and product/system limitations detrimental to successful performance of completed Work. Parkhill Project Coordinator (PC) shall distribute reviewed submittals to concerned parties via the Procore website instructing parties to promptly report any inability to comply with provisions. Process/format as follows:

- Digitally upload all submittals using PDF file extension. Each submittal shall be a single PDF file including transmittal letter. Multiple files for the same submittal will not be accepted.
- Submittals in any other format, including ZIP files, will be rejected.
- Hard copies will not be accepted.

- To ensure each page is legible, PDF pages of Drawings shall be same size/scale as a hard copy. Where applicable, provide scale symbols to indicate scale. Illegible submittals will be rejected.
- Upload submittals to the Parkhill Procore website.

Submittal procedures described herein apply to Construction Progress Schedule, Products List, Shop Drawings, Product Data, Samples (actual samples to submit, not digital files), Design Data, Test Reports, Certificates, Manufacturer Instructions and Field Reports, and other types of submittal submitted to Parkhill. Submittals shall include but not necessarily limited to:

- Preliminary CPM Contractor's construction schedule.
- Detailed lighting plan for night Work (if applicable).
- Contractor's list of emergency names and phone number.
- Video and/or written report of existing facilities conditions documenting inspection results performed before start of Work.
- List of subcontractors and material suppliers with experience statement.
- Certified payroll reports and statement of compliance from Contractor and all subcontractors (submitted directly to Airport Accountant).
- Disadvantaged Business Enterprise (DBE) utilization reports (submitted with monthly pay applications).
- Three-week lookahead Project schedule (at weekly construction meetings).
- Contractor Quality Control Plan (submitted by preconstruction meeting).
- Other submittals noted in Appendix C of Construction Management Plan (CMP).
- Contractor affidavit regarding settlement of claims (closeout request).
- Original affidavit acknowledging all subcontractors, material suppliers, payrolls, bill for materials and equipment, and other indebtedness connected with Contract have been paid or otherwise satisfied (closeout request).
- Original with notary signature, full and final release and waiver on liens from Contractor, each subcontractor, and material suppler that documents that are been paid in full (closeout request).
- Warranty (due at Final Completion).
- Maintenance and operating instructions of new equipment.

SP-37 GEOTECHNICAL INFORMATION

A Geotechnical Report for this Project is available in Appendix A, however it is included for information only and not intended to represent conditions in all project areas.

SP-38 SOVEREIGN IMMUNITY

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

<u>THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.</u>

SP-39 GOVERNING LAW AND VENUE

This Contract shall be governed by 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 other action arising from or connected in any way to this Contract or performance of this Contract shall be in Midland County, Texas. Obligations and undertakings of each party 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. Laws of the State of Texas shall govern, construe, and enforce all rights and duties of parties, including but not limited to tort claims and all Contractual claims or disputes, arising from or relating in any way that would direct application of laws of another jurisdiction.

SP-40 THIRD-PARTY BENEFICIARY

This Contract does not create a third-party beneficiary nor is there a third-party beneficiary to this Contract. No person/entity not a party to this Contract shall have any third-party beneficiary or other rights hereunder.

SP-41 RELEASES

NOTWITHSTANDING ANY OTHER PROVISIONS, Contractor hereby releases, acquits, RELINQUISHES, and forever discharges OWNER, Owner's employees and officers, and PARKHILL, and its employees and officers, from any and all demands, claims, DAMAGES, or causes of action of any kind whatsoever which Contractor has/might have including but not limited to BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR OWNER NEGLIGENCE.

SP-42 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 Owner; that Contractor shall have exclusive control of and exclusive right to control details of services and work performed hereunder, and all persons performing the same; and shall be solely responsible for 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 work and services described hereunder by Contractor shall be considered an officer, agent, servant, or employee of 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 rights, obligations, and liabilities applicable to it as such independent contractor. Owner does not have the power to direct the order work is done. Owner shall not have the right to control means, methods, or details of Contractor's work. Contractor shall assume exclusive responsibility for work. Contractor is entirely free to do work in its own way.

SP-43 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, Contractor or legal representative shall give City Manager, or other reasonable official of Owner, notice in writing (consisting of one original and seven copies of notice attached to Contract) of such damages, duly verified, within 150 days after same has been sustained. Discovery rule does not apply to giving this notice. Notice shall include when, where, and how damages occurred, apparent extent thereof, amount of damages sustained, amount for which Contractor will settle, physical and mailing addresses of Contractor at time and date claim was presented as well as physical and mailing addresses of Contractor for six months immediately preceding occurrence of such damages, and names and addresses of witnesses upon whom Contractor relies to establish claim. Failure to notify City Manager within time and manner provided herein shall exonerate, excuse, and except Owner from any liability whatsoever. Owner is under no obligation to provide notice to Contractor that Contractor's notice is insufficient. Owner reserves the right to request reasonable, additional information regarding claim. Said additional information shall be supplied within 30 days after receipt of notice.

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 another provision, Contractor failure to comply with 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 Owner has actual/constructive notice/knowledge of said claim or alleged damages. Contractor agrees requirements of this entire Contract are reasonable.

SP-44 ASSIGNMENT

Contractor shall not directly/indirectly assign all/any part of this Contract or any interest, right, or privilege herein, without prior written consent of Owner. Owner has the sole discretion on whether to grant consent to an assignment.

SP-45 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 OWNER, REGARDING AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO CONTRACT OR CONSTRUCTION, INTERPRETATION, OR BREACH OF CONTRACT. CONTRACTOR SPECIFICALLY AGREES IF CONTRACTOR BRINGS/COMMENCES ANY LEGAL ACTION/PROCEEDING RELATED TO THIS CONTRACT, CONSTRUCTION, INTERPRETATION, VALIDITY, OR BREACH OF CONTRACT INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO 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, CONTRACTOR AGREES TO ABANDON, WAIVE, AND RELINQUISH ALL RIGHTS TO RECOVERY OF ATTORNEY FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

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

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

SP-46 PROMPT PAY ACT

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

SP-47 PAYMENT

After Contractor completes all Work including all Change Orders altering original Scope, amount of said Contract are completed, and Owner inspected and approved that Work is completed and in compliance with Contract and all subsequent Change Orders, Owner may thereafter issue payment to Contractor in amount of Contract and all Change Orders. Owner shall be the final judge of when Contractor completes Work. Owner, at sole discretion, shall determine if Work under Contract and under any Change Orders was done to Owner requirements. Owner may make periodic payments to Contractor; however, such periodic payments may only be made pursuant to this Article and only after all Work and Change Orders are completed by Contractor and approved by Owner.

SP-48 PROJECT CLOSEOUT

Approval of Final Payment to Contractor is contingent upon completion and submittal of items listed below. Final Payment not approved until Parkhill approves Contractor's final submittal. Contractor shall:

- provide two copies of all manufacturer warranties specified for materials, equipment, and installations.
- provide weekly payroll records (not previously received) from General Contractor and all subcontractors.
- complete final cleanup. Upon completion of Work and before acceptance and final payment is made, Contractor shall remove from site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. Contractor shall cut all brush and woods within limits indicated and leave site neat and presentable. Material cleared from site and deposited on adjacent property will not be considered as having been disposed satisfactorily unless Contractor obtained written permission of such property owner.
- complete all punch list items identified during Final Inspection.
- provide complete release of all claims for labor and material arising out of Contract.
- provide a certified statement signed by subcontractors indicating actual amounts paid to Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with Project.
- return copies of sales tax completion forms when applicable per state requirements.
- provide manufacturer certifications for all items incorporated in Work.
- make all required Record, As-Built, or As-Constructed Drawings available.
- deliver Project Operation and Maintenance (O&M) Manual(s).
- provide Security for Construction Warranty.
- submit equipment commissioning documentation, if required.

SP-49 DISCLOSURE OF INTERESTED PARTIES

Successful proposer will be required to complete Texas Ethics Commission Form 1295-Certificate of Interested Parties and submit completed form with executed Contracts for Project. Complete Form 1295 online at the Texas Ethics website:
https://www.ethics.state.tx.us/filinginfo/1295/

Parkhill will email links to Contractor with an explanation once Contract is awarded. Contractor is responsible for completing form, printing, and submitting along with all other required Contract documents.

SP-50 PARKHILL/RPR AUTHORITY AND DUTY

Parkhill nor RPR shall supervise, direct, or have control over Contractor's Work nor have any responsibility for construction means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with Work. These rights and responsibilities are solely those of Contractor in accordance with Contract Documents.

Parkhill nor RPR shall be responsible for any acts/omissions of Contractor, subcontractor, entity performing any portions of Work, or agents or employees of any of them. Parkhill nor RPR guarantee Contractor performance nor are responsible for Contractor's failure to perform Work in accordance with Contract Documents or any applicable laws, codes, rules, or regulations.

SP-51 ANTI-BOYCOTT STATUTES

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.

SP-52 PARTIAL PAYMENTS

Partial Payments will be made to Contractor at least once each month as work progresses. Said payments will be based upon estimates, prepared by Contractor for Architect/Engineer review, of the value of work performed and materials complete and in place, in accordance with Contract, Plans, and Specifications. Such partial payments may also include delivered actual cost of those materials stockpiled and stored in accordance with Construction Contract requirements. No partial payment will be made when amount due to Contractor since last estimate is less than $500.

1) From the total amount determined payable on a partial payment, Owner shall deduct and retain 5 percent of such total amount to protect Owner interests. Unless Owner instructs otherwise, amount Owner retains will be in effect until final payment is made except:
    a. Contractor may request release of retainage on work partially accepted by Owner in accordance with Construction Contract requirements. Contractor must provide a certified invoice to Owner to support retainage value held by Owner for partially accepted work.
2) Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after Contractor received partial payment. Contractor must provide Owner evidence of prompt and full retainage payment held by prime Contractor to subcontractor within 30 days after subcontractor work is satisfactorily completed. Subcontractor work is satisfactorily completed when all tasks called for in subcontract are accomplished and documented as Owner requires. When Owner incrementally accepts a portion of a prime contract, subcontractor work covered by that acceptance is deemed satisfactorily completed.
3) When at least 95 percent of work is completed to Owner satisfaction, Contractor shall, at Owner discretion and with consent of surety, prepare estimates of both contract value and cost of remaining work to be done. Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of work remaining to be done. Remainder, less all previous payments and deductions, will then be certified for payment to Contractor.

It is understood and agreed that Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in proposal or covered by approved change orders or supplemental agreements, except when Architect/Engineer determines such excess quantities are to be part of the final quantity for item of work in question.

No partial payment shall bind Owner to acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at time of final payment in accordance with Construction Contract requirements.

Contractor shall deliver Owner a complete release of all claims for labor and material arising out of this contract before final payment is made. If any subcontractor or supplier fails to furnish such a release in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any potential lien or other such claim. Bond or collateral shall include all costs, expenses, and attorney fees Owner may be compelled to pay in discharging any such lien or claim.

END OF DOCUMENT

GENERAL CONDITIONS OF CONTRACT

GC-01. OWNER

When "Owner," "Party of the First Part," or "First Party" are used in Contract Documents, it shall refer to Owner as described in Contract.

GC-02. CONTRACTOR

When "Contractor," "Party of the Second Part," or "Second Party," are used, it shall mean person(s), co-partnership, or corporation so defined in Contract who agreed to perform Work embraced in this Contract, or to legal representatives.

GC-03. ARCHITECT/ENGINEER

When "Architect/Engineer" is used in this Contract, it shall refer to Parkhill, Architect/Engineer of Owner, or such other Architect/Engineer, supervisor, or inspector, as authorized by said Owner, to act as Owner's representative with respect to services performed or furnished by Architect/Engineer.

GC-04. CONTRACT DOCUMENTS

Contract Documents shall consist of Notice to Bidders (Advertisement), Instructions to Bidders, Proposal, signed Contract, Performance Bond, Payment Bond, General Conditions of the Contract, Special Provisions, Technical Specifications, Plans, and all modifications thereof incorporated in any documents before execution of Contract.

Contract Documents are complementary and called for by any one person/entity shall be as binding as if called for by all. In case of conflict between Contract Documents, priority of interpretation shall be in the following order:

1. Signed Contract,
2. Performance Bond,
3. Special Bonds (if any),
4. Proposal,
5. Special Provisions,
6. Notice to Bidders,
7. Instructions to Bidders,
8. Technical Specifications,
9. Plans,
10. General Conditions of the Contract, and
11. General Contract Provisions.

GC-05. SUBCONTRACTOR

"Subcontractor," as employed herein, includes only those with a direct contract with Contractor and includes one who furnished material worked to a special design according to plans or Specifications of this Work but does not include one who merely furnished material not so worked.

GC-06. WRITTEN NOTICE

Written notice shall be deemed to be duly served if delivered in person to individual, member of firm, or officer of corporation intended, or if delivered/sent by registered mail to last business address known.

GC-07. WORK

Unless otherwise stipulated, Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, water, light, power, fuel, transportation, and other facilities necessary for execution and completion of Work covered by Contract Documents. Unless otherwise specified, all materials shall be new and both workmanship and materials of good quality. Contractor shall, if required, furnish satisfactory evidence as to kind and quality of materials. Materials or Work described in words shall have a well-known technical or trade meaning and held to refer to such recognized standards.

GC-08. DELETED

GC-09. DELETED

GC-10. LAYOUT OF WORK

Except as specifically provided herein, Contractor shall be responsible for laying out all Work and accomplish Work as acceptable to Architect/Engineer. Architect/Engineer will check Contractor's layout of all major structures and other layout work done by Contractor at Contractor request, but this check does not relieve Contractor of responsibility of correctly locating all Work in accordance with Plans and Specifications.

GC-11. ARCHITECT/ENGINEER AUTHORITY AND DUTY

Unless otherwise specified, it is mutually agreed between parties to this Contract that Architect/Engineer will observe quality and progress of Work at various times. To prevent delays, disputes, and discourage litigation, it is further agreed Architect/Engineer shall, in all cases, determine amounts and quantities of several kinds of Work paid under this Contract. He shall determine all questions in relation to said Work and construction thereof, and in all cases, decide every question which may arise relative to execution of this Contract on part of said Contractor. Architect/Engineer estimates and findings shall be conditions precedent to right of parties hereto to any action of Contract, and any rights of Contractor to receive any money under this Contract; provided, however, should Architect/Engineer render any decision or give any direction, which in the opinion of either party hereto, is not in accordance with meaning and intent of this Contract, either party may file with said Architect/Engineer within 30 days, written objection to decision/direction so rendered. Contract intent is for there to be no delay in execution of Work; therefore, written decisions/directions of Architect/Engineer as rendered shall be promptly carried out and any claim arising therefrom shall be thereafter adjusted as hereinafter provided.

Architect/Engineer shall, within a reasonable time, render and deliver to both Owner and Contractor, a written decision on all claims of parties hereto and all questions which may arise relative to execution of Work or interpretation of Contract, Specifications, and Plans. Should Architect/Engineer fail to make such decision within a reasonable time, an appeal may be taken as if decision was rendered against party appealing.

When "directed," "required," "permitted," "designated," "considered necessary," "prescribed," "approval," "acceptable," "satisfactory," or words of like import are used, it is understood direction, requirement, permission, order, designation, prescription, approved by, acceptable, or satisfactory of Architect/Engineer is intended.

In Specifications or Drawings accompanying this Contract, terms of description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot, from their nature, be specifically and clearly described and specified, but necessarily described in general terms, fulfillment of which must depend on individual judgment, in all such cases, any question of fulfillment of said Specifications shall be decided by Architect/Engineer, and said work done in accordance with interpretations of meaning of words, terms, or clauses defining character of Work.

GC-12. SUPERINTENDENCE AND PROJECT REPRESENTATION

It is agreed by Contractor that Architect/Engineer may appoint such subordinate engineers, supervisors, or project representatives as Architect/Engineer may deem proper to inspect material furnished and Work done under this Contract, see said material is furnished and done in accordance with Specifications therefor. Contractor shall furnish all reasonable aid and assistance required by subordinate engineers, supervisors, or project representatives for proper inspection and examination of Work. Contractor shall regard and obey directions and instructions of any subordinate engineers, supervisors, or project representatives so appointed when such directions and instructions are consistent with obligations of this Contract and accompanying Plans and Specifications, provided; however, should Contractor object to any orders by any subordinate engineer, supervisor, or project representative, Contractor may, within six days, make written appeal to Architect/Engineer for his decision.

GC-13. CONTRACTOR DUTY AND SUPERINTENDENCE

Contractor shall give personal attention to faithful prosecution and completion of this Contract and keep on Work, during progress, competent superintendent, and any necessary assistants all satisfactory to Architect/Engineer. Superintendent shall represent Contractor when absent and all directions given shall be as binding as if given to Contractor. Adequate supervision by competent and responsible Contractor representatives is essential to proper performance of Work and lack of such supervision shall be grounds for suspending Contractor operations. Confirm important directions in writing to Contractor. Confirm other directions on written request in each case.

GC-14. CONTRACTOR UNDERSTANDING

It is understood and agreed that Contractor is, by careful examination, satisfied as to nature and location of Work, confirmation of ground, character, quality, and quantity of materials to be encountered, character of equipment and facilities needed preliminary to and during prosecution of Work, general and local conditions, and all other matters which can in any way affect Work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of Owner, either before or after execution of this Contract, shall affect or modify any terms or obligations herein contained.

GC-15. CHARACTER OF WORKERS

Contractor agrees to employ orderly and competent employees, skillful in performance of work required under this Contract, to do Work; and agrees whenever informed by Architect/Engineer in writing, any employee(s) on Work are, in Architect/Engineer opinion, incompetent, unfaithful, or disorderly, such employee(s) shall be discharged from Work and not again employed on Work without Architect/Engineer's written consent.

GC-16. CONTRACTOR BUILDINGS

Building structures for housing employees, erecting tents, or other forms of protection will be permitted only at such places as Architect/Engineer shall direct, and sanitary conditions of grounds in or about such structures shall always be maintained as satisfactory to Architect/Engineer.

GC-17. SANITATION

Contractor shall construct and maintain necessary sanitary conveniences for use of laborers on work, properly secluded from public observation, approved by Architect/Engineer, and use strictly enforced.

GC-18. SHOP DRAWINGS

Contractor shall submit to Architect/Engineer with such promptness as to cause no delay in work of any Contractor, Shop/Setting Drawings and schedules required for Work of various trades, and Architect/Engineer shall pass upon them with reasonable promptness, making required corrections. Architect/Engineer approval of such Drawings or schedules, shall not relieve Contractor from responsibility for deviations from Drawings or Specifications, unless Architect/Engineer called attention to, in writing, such deviations at time of submission nor relieve Contractor from responsibility for errors of any sort in Shop Drawings or schedules.

GC-19. PRELIMINARY APPROVAL

Architect/Engineer shall not have power to waive obligations of this Contract for furnishing by Contractor of good material, and performing good work as herein described, and full accordance with Plans and Specifications. No failure or omission of Architect/Engineer to condemn any defective work or material shall relieve Contractor from obligations to tear out, remove, and properly replace same at any time prior to final acceptance upon discovery of said defective work or material, provided; however, Architect/Engineer shall, upon request of Contractor, inspect, accept, and/or reject any material furnished, and in event material was once accepted by Architect/Engineer, such acceptance shall be binding on Owner, unless clearly shown such material furnished does not meet specifications for this work. Any questioned work may be ordered taken up or removed for Architect/Engineer to re-examine, prior to final acceptance, and, if found not in accordance with Specifications for said work, all expense of removing, re-examination, and replacement shall be borne by Contractor, otherwise expense thus incurred shall be allowed as Extra Work and paid for by Owner, provided, where inspection or approval is specifically required by Specifications prior to performance of certain work, should Contractor proceed with such work without requesting prior inspection or approval, Contractor shall bear all expense of taking up, removing, and replacing work if so directed by Architect/Engineer.

GC-20. DEFECTS AND REMEDIES

It is further agreed if Work or any part thereof, or any material brought on site of Work for use in Work or selected for same, shall be deemed by Architect/Engineer as unsuitable or not in conformity with Specifications, Contractor shall, after receipt of written notice thereof from Architect/Engineer, forthwith remove such material and rebuild or otherwise remedy such work for full accordance with this Contract.

GC-21. CHANGES AND ALTERATIONS

Contractor further agrees Owner may make such changes and alterations as Owner sees fit, in line, grade, form, dimensions, plans, or materials for Work herein contemplated, or any part thereof, before or after beginning construction without affecting validity of this Contract and accompanying performance bond.

If such changes or alterations diminish quantity of Work to do, they shall not constitute basis for a claim for damages, or anticipated profits on Work that may be dispensed with, except as provided for unit price items under “Estimated Quantities.” If amount of Work is increased or decreased, and Work can fairly be classified under Specifications, price adjustment for such increase or decrease shall be made according to quantity actually done and at unit price, if any, established for such work under this Contract, except as provided for unit price items under “Estimated Quantities;” otherwise, price adjustment for such changed work shall be made as provided under Extra Work. In case Owner shall make such changes or alterations as useless any material already done or material already furnished or used, Owner shall recompense Contractor for any material or labor so used, and any actual loss occasioned by such change, due to actual expense incurred in preparation as originally planned.

GC-22. RIGHT OF ARCHITECT/ENGINEER TO MODIFY METHODS AND EQUIPMENT

If at any time, methods or equipment used by Contractor are found inadequate to secure quality of Work or rate of progress required under this Contract, Architect/Engineer may order Contractor, in writing, to increase safety or improve character and efficiency, and Contractor shall comply with such order.

If at any time, Working force of Contractor is inadequate for securing progress herein specified, Contractor shall, if so ordered in writing, increase his force or equipment, or both, to such an extent as to give reasonable assurance of compliance with schedule of progress.

GC-23. KEEPING PLANS AND SPECIFICATIONS ACCESSIBLE

Architect/Engineer shall furnish Contractor with an adequate and reasonable number of copies of all Specifications without additional expense, and Contractor shall keep one copy of same constantly accessible on Work, with latest revisions noted thereon.

GC-24. OWNERSHIP OF DRAWINGS

All Drawings, Specifications, and copies thereof furnished by Architect/Engineer shall not be reused on other work, and with exception of signed contract sets, are returned to him on request, at completion of Work. All models are property of Owner.

GC-25. ADEQUACY OF DESIGN

It is understood Owner employed competent engineers and designers. It is, therefore, agreed Owner shall be responsible for adequacy of design, sufficiency of Contract Documents, safety of structure, and practicability of operations of completed Project, provided Contractor complied with requirements of said Contract Documents, all approved modifications thereof, additions, and alterations thereto approved in writing by Owner. Burden of proof of such compliance shall be upon Contractor to show compliance with said requirements of Contract Documents, approved modifications thereof, and all approved additions and alterations thereto.

GC-26. RIGHT OF ENTRY

Owner reserves the right to enter property or location on which Work herein contracted for are to be constructed or installed, by such agent(s) as elected, to supervise and inspect Work, or construct or install such collateral work as said Owner may desire.

GC-27. COLLATERAL CONTRACTS

Owner agrees to provide by separate contract or otherwise, all labor and material essential to completion of Work specifically excluded from this Contract, not delaying progress of Work, or damage said Contractor, except where such delays are specifically mentioned elsewhere in Contract Documents.

GC-28. DISCREPANCIES AND OMISSIONS

It is further agreed the intent of this Contract is all work must be done and material furnished in accordance with generally accepted practice, and in the event of any discrepancies between separate Contract Documents, priority of interpretation defined under “Contract Documents” shall govern. In the event of a remaining doubt as to meaning and intent of any portion of Contract, Specifications, or Drawings, Architect/Engineer shall define which is intended to apply to Work.

GC-29. DELETED

GC-30. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

Contractor shall take out and procure a policy of worker compensation with an insurance company licensed to transact business in the State of Texas, which policy shall comply with Workman's Compensation Law of the State of Texas. Contractor shall always exercise reasonable precautions for the safety of employees and others on/near Work and comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery, equipment, and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. Contractor, sureties, and insurance carriers shall defend, indemnify, and save harmless Owner and all officers, agents, employees, Architect/Engineer, agents, and employees from all suits, actions, or claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any persons/property, on account of any negligent act or fault of Contractor or any subcontractor, agents, or employees, in execution and supervision of said Contract and Project of this Contract or on account of Contractor or any subcontractor failure to provide necessary barricades, warning lights, or signs, and will be required to pay any judgment with costs obtained against Owner or any officers, agents, or employees, and/or Architect/Engineer, agents, and/or employees.

Safety precautions taken shall be sole responsibility and discretion of Contractor, as an independent contractor; inclusion of this paragraph in Contract, as well as any notice given by Owner, Architect/Engineer, or representatives concerning omissions under this article as Work progresses, are intended only as reminders to Contractor of duty and not construed as any assumption of duty to supervise safety precautions by Owner or Architect/Engineer.

GC-31. CONTRACTOR INSURANCE

Contractor shall procure and carry, at sole cost and expense, throughout life of Contract, insurance protection as hereinafter specified. All Insurance shall name Owner and Architect/Engineer as additional insureds except Worker's Compensation and Employer Liability Insurance. Such insurance shall be carried with an insurance company licensed to transact business in the State of Texas and cover all operations in connection with this Contract. Contractor insurance shall cover self and, at minimum, all subcontractors and sub-subcontractors. All other sublevels of contractors shall provide copies of proof of insurance if not covered by General Contractor.

Contractor shall provide a Waiver of Subrogation in favor of City of Midland and Parkhill on Worker's Compensation, Employer Liability Insurance, Contractor's Public Liability, Property Damage Liability Insurance, and Automobile Insurance.

a. Worker's Compensation and Employer Liability Insurance: As required by statute, covering all employees employed on Work whether employed by Contractor or subcontractor.
b. Contractor's Public Liability and Property Damage Liability Insurance: Providing for a limit not less than $1,000,000.00 for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of $1,000,000.00 for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than $1,000,000.00 for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit of $2,000,000.00 for all damages arising out of injury to or destruction of property during policy period.
c. Automobile Insurance: Providing a limit not less than $1,000,000.00 for injuries, including accidental death, to any one person and, subject to same limit for each person a total limit of $2,000,000.00 on account of one accident, and automobile property damage insurance in an amount not less than $500,000.00.

d. Proof of Insurance Carriage: Before work on any contract or subcontract, each Contractor and subcontractor shall submit to Owner for approval, six certificates covering each insurance policy carried and offered as evidence of compliance with requirements, signed by an authorized representative of the insurance company, setting forth:

1. Name and address of insured;
2. Location of operations to which insurance applies;
3. Number of policy and type(s) of insurance in force thereunder on date borne by such certificate;
4. Expiration date of policy and limit(s) of liability thereunder on date borne by such certificate;
5. Statement that insurance of type afforded by policy, applied to all operations of whatever character, undertaken by insured during performance of this Contract, provided such operations are required in performance of Contract; and
6. Provision that policy may be cancelled only by mailing written notice to named insured at address shown in this policy stating when, not less than 10 days thereafter, cancellation of such policy shall be effective, with copy to Owner of letter of intent.

GC-32. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed by and between Contractor and Owner, date of beginning and time for completion as specified in Contract of Work to be done hereunder, are ESSENTIAL CONDITIONS of this Contract; and further mutually understood and agreed Work embraced in this Contract shall be commenced on a date to be specified in "Notice to Proceed."

Contractor agrees said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within time specified. It is expressly understood and agreed, by and between Contractor and Owner, time for completion of Work described herein is a reasonable time for completion of same, taking into consideration average climatic range and usual industrial conditions prevailing in this locality.

If said Contractor shall neglect, fail, or refuse to complete Work within time herein specified, or any proper extension thereof granted by Owner, Contractor does hereby agree, as a part consideration for awarding this Contract, to pay to Owner amount specified in Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each calendar day Contractor shall be in default after time stipulated in Contract for completing Work.

Said amount is fixed and agreed upon by and between Contractor and Owner because of impracticability and extreme difficulty of fixing and ascertaining actual damages Owner would in such event sustain, and said amount is agreed to be amount of damages Owner would sustain and said amount retained as necessary by Owner from current periodical estimates.

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

a. To any preference, priority, or allocation order duly issued by the Government;
b. To unforeseeable cause beyond Contractor control and without fault or negligence including but not restricted to acts of God or public enemy, acts of Owner, acts of another Contractor in performance of contract with Owner, fires, floods,

epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors/suppliers occasioned by any cause specified in (a) and (b) of this article:

Provided further, Contractor shall, within 10 days from beginning of such delay, unless Owner shall grant a further time prior to date of final settlement of Contract, notify Owner in writing of causes of delay, who shall ascertain facts and extent of delay and notify Contractor within a reasonable time of decision in the matter.

GC-33. PRICE FOR WORK

In consideration of furnishing all necessary labor, equipment, and material and completion of all work by Contractor, and on delivery of all material embraced in this Contract in full conformity with Specifications and stipulations herein contained, Owner agrees to pay Contractor prices set forth in Proposal hereto attached, made a part of this Contract, and Contractor hereby agrees to receive such prices in full for furnishing all material and labor required for aforesaid Work, also for all expenses incurred, and well and truly performing same and whole thereof in the manner and according to this Contract, Specifications, Drawings, and requirements of Architect/Engineer.

GC-34. BONDS

It is further agreed by parties to this Contract that Contractor will execute bonds in sum of 100 percent of total contract price for satisfactory performance of Work and payment of all labor, materials, and equipment in accordance with this Contract on forms provided for this purpose, executed by an approved surety company authorized to do business in the State of Texas, and agreed this Contract shall not be in effect until such bonds are furnished and approved by Owner. Performance and Payment Bonds shall comply with Chapter 2253 of the Texas Government Code.

GC-35. LOSSES FROM NATURAL CAUSES

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of Work to be done, action of elements, any unforeseen circumstances in prosecution of same, or unusual obstructions/difficulties encountered in prosecution of Work, shall be sustained and borne by Contractor at own expense.

GC-36. PROTECTION OF ADJOINING PROPERTY

Said Contractor shall take proper means to protect adjacent/adjoining property/properties, in any way encountered, which might be injured/seriously affected by any process of construction undertaken under this Contract, from any damage/injury by reason of said process of construction; and shall be liable for any/all claims for such damage on account of failure to fully protect all adjoining property. Contractor agrees to indemnify, save, and hold harmless Owner against any claim(s) for damages due to any injury to any adjacent or adjoining property, arising/growing out of performance of Contract, but any such indemnity shall not apply to any claim of any kind arising out of existence or character of Work.

GC-37. PROTECTION AGAINST SUBCONTRACTOR, LABORER, MATERIALMEN AND FURNISHER OF MACHINERY, EQUIPMENT, AND SUPPLY CLAIMS

Contractor agrees to indemnify and save Owner harmless from all claims growing out of lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in furthering the performance of this Contract. When so desired by Owner, Contractor shall furnish satisfactory evidence that all obligations of nature herein designated, have been paid, discharged, or waived. If Contractor fails, Owner may, at Contractor option, pay directly any unpaid bills, of which Owner has written notice, or withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any/all such lawful claims until satisfactory evidence is furnished that all liabilities

were fully discharged, whereupon payments to Contractor shall be resumed in full, in accordance with terms of this Contract, but in no event shall provisions of this article be construed to impose any obligations upon Owner by either Contractor or surety.

GC-38. PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION

Contractor shall pay all royalties and license fees and provide use of any design, device, material, or process covered by letters patent or copyright by suitable legal contract with patentee/owner. Contractor shall defend all suits/claims for infringement of any patent/copyrights and indemnify and save Owner harmless from any loss on account thereof, except Owner shall defend all such suits and claims and be responsible for all such loss when a particular design, device, material, or process/product of a particular manufacturer is specified/required by Owner provided; however, if choice of alternate design, device, material, or process is allowed, Contractor shall indemnify and save Owner harmless from any loss on account of thereof. If material/process specified/required by Owner is an infringement, Contractor shall be responsible for such loss unless promptly giving such information to Owner.

GC-39. LAWS AND ORDINANCES

Contractor shall always observe and comply with all Federal, State, and local laws, ordinances, and regulations, which affect Contractor Work, and indemnify and save harmless Owner against any claims arising from violation of any such laws, ordinances, and regulations by Contractor or employees, except where such violations are called for by provisions of Contract Documents. If Plans and Specifications are at variance therewith, Contractor shall promptly notify Architect/Engineer in writing, and any necessary changes be adjusted as provided in Contract for changes in Work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, regulations, and without such notice to Architect/Engineer, Contractor shall bear all costs arising therefrom. In case Owner is a body politic and corporate law deriving powers, insofar as same regulates objects for which, in manner in which, or conditions under which Owner may enter into contract, shall be controlling, and considered as part of this Contract, to same effect as though embodied herein.

GC-40. ASSIGNMENT AND SUBLETTING

Contractor further agrees to retain personal control and give personal attention to fulfillment of Contract and not assign by Power of Attorney, or otherwise, or sublet said Contract without written consent of Owner, and no part or feature of Work will be sublet to anyone objectionable to Architect/Engineer or Owner. Contractor further agrees subletting of any portion/feature of Work or materials required in performance of this Contract, shall not relieve Contractor from full obligations to Owner, as provided by this Contract.

GC-41. TIME AND ORDER OF COMPLETION

It is the meaning and intent of this Contract, unless otherwise herein specifically provided, Contractor be allowed to prosecute Work at such times and sessions, in such order of precedence and manner most conducive to economy of construction provided; however, order and time of prosecution shall be such that Work shall be substantially completed as a whole or in part, in accordance with this Contract, Plans, and Specifications, and within time of completion designated in proposal; provided also, when Owner is having other work done, by contract or his own force, Architect/Engineer may direct time and manner of constructing Work done under this Contract so conflict will be avoided and construction of various works done for Owner shall be harmonized.

Contractor shall submit, at such times reasonably requested by Architect/Engineer, schedules to show order in which Contractor proposes to carry on Work, with dates at which Contractor will start several parts of Work and estimated dates of completion of several parts.

GC-42. EXTENSION OF TIME

Should Contractor be delayed in completion of Work by any act/neglect of Owner, Architect/Engineer, any employee of either, other contractors employed by Owner, changes ordered in Work, strikes, lockouts, fires, and unusual delays by common carriers, unavoidable cause(s) beyond Contractor's control, or any cause which Architect/Engineer decides justifies delay, an extension of time shall be allowed for completing Work, sufficient to compensate for delay, amount of extension determined by Architect/Engineer, provided, however, Contractor shall give Architect/Engineer prompt notice in writing of cause of such delay.

GC-43. HINDRANCES AND DELAYS

No claims shall be made by Contractor for damages resulting from hindrances/delays from any cause (except where Work is stopped by order of Owner for own convenience) during progress of any portion of Work embraced in this Contract. In case said Work shall be stopped by act of Owner, such expense as in judgment of Architect/Engineer is caused by such stoppage of said Work shall be paid by Owner to Contractor.

GC-44. QUANTITIES AND MEASUREMENTS

No extra or customary measurements of any kind allowed, but actual measured and/or computed length, area, solid contents, number, and weight only considered, unless otherwise specifically provided.

GC-45. ESTIMATED QUANTITIES

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

Where payment is based on unit price method, Contractor agrees to make no claim for damages, anticipated profits, or otherwise on account of any differences found between quantities of Work actually done, material actually furnished under this Contract, and estimated quantities contemplated and contained in proposal; provided, however, where actual quantity of any major item in this Contract is an estimated quantity and actual quantity of such "major item" varies more than 25 percent above or below estimated quantity stated in this Contract, an equitable adjustment in Contract price shall be made upon demand of either party. Equitable adjustment shall be based upon any increase/decrease in costs due solely to variation above 125 percent or below 75 percent of estimated quantity.

"Major Item" shall be any individual bid item included in proposal with a total cost equal to or greater than 10 percent of total Contract cost, computed on basis of original bid proposal, quantities, and Contract unit prices.

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

GC-46. PARTIAL PAYMENTS

On/before the last day of each month, Contractor shall prepare for Architect/Engineer review, a statement showing, as completely as practicable, total value of Work done by Contractor for prior month/period. Statement shall also include value of all sound materials delivered on site of Work to be fabricated into Work. Architect/Engineer, after approval, shall submit Contractor's partial pay application to Owner.

Owner shall then pay Contractor within three working days after receipt of partial payment from applicable governmental authority, total amount of Architect/Engineer's statement, less 5 percent of amount thereof, which 5 percent shall be retained until final payment, and further less all previous payments and all further sums may be retained by Owner under terms of this Contract. It is understood; however, in case whole Work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on part of Contractor, Owner may, upon Architect/Engineer written recommendation, pay a reasonable and equitable portion of retained percentage to Contractor; or Contractor, at Owner's option, may be relieved of obligation to fully complete Work, and thereupon, Contractor shall receive payment of balance due under Contract subject only to conditions stated under "Final Payment."

GC-47. USE OF COMPLETED PORTIONS

Owner shall have the right to take possession of and use any completed/partially completed portions of Work, notwithstanding time for completing entire work or 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 Contract Documents. If such prior use increases cost of or delays Work, Contractor shall be entitled to such extra compensation, or extension of time, or both, as Architect/Engineer determines.

GC-48. FINAL COMPLETION AND ACCEPTANCE

Within 20 days after Contractor gives Architect/Engineer written notice that Work is complete, Architect/Engineer and Owner shall inspect Work and within said time, if Work is completed in accordance with Contract Documents, Architect/Engineer shall issue to Owner and Contractor a Certificate of Completion, and thereupon it shall be duty of Owner, within 10 days, to issue a Certificate of Acceptance of Work to Contractor.

GC-49. FINAL PAYMENT

Upon issuance of Certificate of Completion, Architect/Engineer shall proceed to make final measurements and prepare final statement of value of all Work performed and materials furnished under terms of Contract and certify same to Owner, who shall pay Contractor on/before the 20th day after date of Certificate of Completion, or if governmental financial assistance is involved, within 30 working days of receipt of final payment from applicable governmental authority, balance due Contractor under terms of this Contract, provided full performance of contractual obligations under terms of this Contract; and said payment shall become due in any event upon said performance by Contractor. Neither Certificate of Acceptance, final payment, nor any provision in Contract Documents, shall relieve Contractor of obligation for fulfillment of any warranty required in Special Provisions of Specifications.

GC-50. PAYMENT WITHHELD

Owner may, on account of subsequently discovered evidence, withhold/nullify whole/part of any certificate to such extent as necessary for protection from loss on account of:

a. Defective work not remedied;
b. Claims filed or reasonable evidence indicating possible filing of claims;
c. Contractor failure to make payments properly to subcontractors, for material, or labor; and/or
d. Damage to another contractor.

When grounds removed or Contractor provides a Surety Bond satisfactory to Owner to protect Owner in amount withheld, payment shall be made for amounts withheld because of them.

GC-51. DELAYED PAYMENTS

Should Owner fail to pay Contractor of sum named in any partial/final statement, when payment is due, or Architect/Engineer fails to issue any statement on/before date provided, Owner shall pay Contractor, in addition to sum shown as due by such statement, interest thereon at the rate of 6 percent per annum, unless otherwise specified, from date due as provided under "Partial Payments" and "Final Payments," until fully paid, fully liquidating any injury to Contractor growing out of such delay in payment, but right is expressly reserved to Contractor in the event payments not promptly made as provided under "Partial Payments," to at any time thereafter treat Contract as abandoned by Owner and recover compensation, as provided under "Abandonment of Contract," unless such payments are withheld in accordance with provisions of "Payments Withheld."

GC-52. EXTRA WORK

"Extra Work," as used in this Contract, shall mean/include all Work required by Architect/Engineer or Owner done by Contractor to accomplish any change, alteration, or addition to Work shown upon Plans, or reasonably implied by Specifications, and not covered by Contractor's Proposal, except as provided under "Changes and Alterations" herein.

It is agreed Contractor shall perform all Extra Work under Architect/Engineer direction when presented with a written Extra Work Order signed by Architect/Engineer, subject, however, to right of Contractor to require a written confirmation of such Extra Work Order by Owner. It is also agreed compensation to be paid Contractor for performing said Extra Work shall be determined by one or more of the following methods:

Method A - By agreed unit prices; or
Method B - By agreed lump sum; or
Method C - If neither Methods A nor B are agreed upon before Extra Work is commenced, Contractor shall be paid "actual field cost" of Work, plus 15 percent.

In the event said Extra Work be performed and paid for under Method C, provisions of this Article shall apply and "actual field cost" defined to include cost of all workmen such as foremen, timekeepers, mechanics, and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for time actually employed/used on such Extra Work, plus actual transportation charges necessarily incurred, together with all expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits, Maintenance Bonds, Public Liability and Property Damage, Workmen's Compensation, and all other insurance as required by any law/ordinance, or directed by Architect/Engineer or Owner, or by them agreed to. Architect/Engineer may direct form in which accounts of "actual field cost" shall be kept and records of these accounts made available to Architect/Engineer. Architect/Engineer may also specify in writing, before Work commences, method of doing Work as well as type and kind of machinery and equipment to be used; otherwise, these matters determined by Contractor. Unless otherwise agreed upon, prices for use of machinery and equipment shall be determined by using 100 percent, unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America. Where practicable, terms and prices for use of machinery and equipment shall be incorporated in Written Extra Work Order. The 15 percent of "actual field cost" paid Contractor, shall cover and compensate profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within "actual field cost" as herein defined, save that where Contractor's Camp or Field Office must be maintained primarily on account of such Extra Work, then cost to maintain and operate same shall be included in "actual field cost."

No claim for Extra Work of any kind allowed unless Architect/Engineer orders in writing. In case any oral/written orders/instructions appear to Contractor to involve Extra Work for which compensation or adjustment in construction time should be received, Contractor shall make written request to Architect/Engineer for written order authorizing such Extra Work. Should a difference of opinion arise as to what does/does not constitute Extra Work, or as to payment therefor, and Architect/Engineer insists upon performance, Contractor shall proceed with Work after making written request for written order and keep an accurate account of "actual field cost" thereof, as provided under Method C. Contractor will thereby preserve right to submit matter of payment by filing a claim as herein provided.

GC-53. TIME OF FILING CLAIMS

It is further agreed by both parties hereto, all questions of dispute/adjustment presented by Contractor shall be in writing and filed with Architect/Engineer within 15 days after Architect/Engineer gives any directions, order, or instruction to which Contractor desires to take exception. Architect/Engineer shall reply to such written exceptions by Contractor and render a final decision in writing. In case Contractor should appeal from Architect/Engineer's decision, appeal shall be filed with Architect/Engineer and Owner in writing within 10 days after date of delivery to Contractor of Architect/Engineer's final decision. It is further agreed final acceptance of Work by Owner and acceptance by Contractor of final payment, shall be a bar to any claim by either party, except as noted otherwise in Contract Documents.

GC-54. DELETED

GC-55. ABANDONMENT BY CONTRACTOR

In case Contractor should abandon and fail/refuse to resume work within 10 days after written notification from Owner or Architect/Engineer, or Contractor fails to comply with Architect/Engineer orders, when such orders are consistent with Contract Documents, then if where a performance bond exists, Surety on bond shall be notified in writing and directed to complete Work, and a copy of said notice be delivered to Contractor.

After receiving said notice of abandonment, Contractor shall not remove from Work any machinery, equipment, tools, materials, or supplies on the job, but same, together with any materials and equipment under contract for Work, may be held for use on Work by Owner or Surety on construction bond, or another contractor in completion of Work; and Contractor shall not receive any rental/credit therefor (except when used in connection with Extra Work, where credit allowed as provided for under "Extra Work"), it understood use of such equipment and materials will ultimately reduce cost to complete Work and reflected in final settlement.

If no performance bond provided or Surety should fail to commence compliance with notice for completion herein provided for, within 10 days after service of such notice, Owner may provide for completion of Work in either of the following elective manners:

a. Owner may thereupon employ such force of men and use such machinery, equipment, tools, materials, and supplies as Owner deems necessary to complete Work and charge expense of such labor, machinery, equipment, tools, materials, and supplies to Contractor, and expense charged shall be deducted and paid by Owner out of such moneys due or may thereafter any time become due to Contractor under and by virtue of this Contract. In case such expense is less than sum payable under this Contract, if same had been completed by Contractor, then Contractor shall receive the difference. In case such expense is greater than sum payable under this Contract, if same completed by said Contractor, then Contractor and/or Surety shall pay amount of such excess to Owner; or

b. Owner under sealed bids, after five days' notice, published one or more times in a newspaper having general circulation in county of location of Work, may let Contract for completion of Work under substantially same terms and conditions

provided in this Contract. In case of any increase in cost to Owner under new contract as compared to what would have been cost under this Contract, such increase shall be charged to Contractor and Surety shall remain bound therefor. However, should cost to complete any such new contract prove less than cost to complete under this Contract, Contractor and/or Surety shall be credited therewith.

When Work shall have been substantially completed, Contractor and Surety shall be so notified and Certificates of Completion and Acceptance, as provided herein, issued. Complete itemized statement of Contract accounts, certified to by Architect/Engineer as correct, shall then be prepared and delivered to Contractor and Surety, whereupon Contractor and/or Surety, or Owner as case may be, shall pay balance due as reflected by said statement, within 15 days after date of such Certificate of Completion.

In the event statement of accounts shows cost to complete Work is less cost to Owner, had Work been completed by Contractor under terms of this Contract; or when Contractor and/or Surety shall pay balance shown due by them to Owner, then all machinery, equipment, tools, materials, or supplies left on site of Work shall be turned over to Contractor and/or Surety. Should cost to complete Work exceed Contract price and Contractor and/or his Surety fail to pay amount due Owner within time designated herein, and there remains any machinery, equipment, tools, materials, or supplies on site of Work, notice thereof, together with an itemized list of such equipment and materials shall be mailed to Contractor and Surety at respective addresses designated in this Contract, provided; however, actual written notice given in any manner will satisfy this condition. After mailing or other giving of such notice, such property shall be held at risk of Contractor and Surety subject only to duty of Owner to exercise ordinary care to protect such property. After 15 days from date of said notice, Owner may sell such machinery, equipment, tools, materials, or supplies and apply net sum derived from such sale to credit of Contractor and Surety. Such sale may be made at public/private sale, with/without notice, as Owner elects. Owner shall release any machinery, equipment, tools, materials, or supplies, which remain on Work, and belong to persons other than Contractor or Surety, to proper owners. Books on all operations provided herein shall be open to Contractor and Surety.

GC-56. ABANDONMENT BY OWNER

In case Owner shall fail to comply with Contract terms and fail/refuse to comply with said terms within 10 days after written notification by Contractor, Contractor may suspend/wholly abandon Work and remove therefrom all machinery, tools, equipment, and all materials on site of work not included in payments to Contractor and have not been wrought into Work. And thereupon Architect/Engineer shall make an estimate of total amount earned by Contractor, which estimate shall include value of all Work actually completed by said Contractor (at prices stated in attached proposal where unit prices are used), value of all partially completed Work at a fair and equitable price, and amount of all Extra Work performed at prices agreed upon, or provided for by terms of this Contract, and a reasonable sum to cover cost of any provisions made by Contractor to carry whole work to completion and which cannot be utilized. Architect/Engineer shall then make a final statement of balance due Contractor by deducting from estimates all previous payments by Owner and other sums retained by Owner under terms of this Contract and certify same to Owner who shall pay to Contractor on or before 30 days after date of notification by Contractor, balance shown by said final statement as due Contractor, under terms of this Agreement.

FEDERAL CONTRACT PROVISIONS

ACCESS TO RECORDS AND REPORTS

Contractor must maintain an acceptable cost accounting system. Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	19.1%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Texas, Midland County, City of Midland.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which Contractor must correct the breach. Owner may proceed with termination of the contract if Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

BUY AMERICAN PREFERENCE

SOURCE

Title 49 USC § 50101

Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*

Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA)

APPLICABILITY

The Buy American Preference incorporates statutory requirements and policies outlined in the in 49 USC § 50101, Executive Order 14005, and BABA.

Section 50101 of 49 USC requires that all steel and manufactured goods used on AIP projects be produced in the United States. This section also gives the FAA the ability to issue a waiver to a Sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A Sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

1) Applying the provision is not in the public interest.
2) The steel or manufactured goods are not available in sufficient quantity or quality in the United States.

3) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.
4) Applying this provision would increase the cost of the overall project by more than 25 percent.

Executive Order 14005 advances the Administration's priority to use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States. The Order directs, to the extent appropriate and consistent with applicable law, agencies shall partner with the Hollings Manufacturing Extension Partnership (MEP) to conduct supplier scouting in order to identify American companies that are able to produce goods, products, and materials in the United States that meet Federal procurement needs, prior to consideration of using non-domestic products.

The Bipartisan Infrastructure Law, Build America, Buy America (BABA) Act strengthens Made in America Laws and bolsters America's industrial base, protects national security, and supports high-paying jobs. Under BABA, iron, steel and certain construction materials are required to be 100% produced in the United States.

Under the Bipartisan Infrastructure Law (Pub. L. No. 117-58) BABA three waivers are available for iron and steel, manufactured products, and construction materials when a Federal agency finds that –

1) Applying the domestic content procurement preference would be inconsistent with the public interest (a "public interest waiver");
2) Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a "nonavailability waiver"); or
3) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an "unreasonable cost waiver").

BABA defines construction materials, items that are or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber or drywall.

Items that consist of two or more of the aforementioned materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material**.**

The Buy America Preference requirements flow down from the Sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: The Buy American Preference does not apply to temporary equipment a contractor uses as a tool of its trade and which does not remain as part of the project.

Required Documentation

The FAA Buy American Requests. All applications (requests) for an FAA Buy American Preference Waiver includes, at minimum, a completed Content Percentage Worksheet and Final Assembly Questionnaire. Additional information may be requested from the applicant by the FAA. Airport Sponsors, consultants, construction contractors, or equipment manufacturers are responsible for completing and submitting waiver applications. The FAA is unable to make a determination on waiver requests with incomplete information. Sponsors must confirm with the bidder or offeror to assess the adequacy of the waiver request and associated information prior to forwarding a waiver request to the FAA for action. All FAA waivers forms are available from the FAA Buy American Requirements webpage.

Proprietary Confidentiality. Exemption 4 of the Freedom of Information Act protects "trade secrets and commercial or financial information obtained from a person that is privileged or confidential. Proprietary manufacturing and design information submitted to the Federal Aviation Administration for the purposes of receiving a Buy American Waiver shall not be disclosed outside the FAA. The FAA will provide a written notification to the Airport Sponsor, manufacturer(s), contractor(s) or supplier(s) when a waiver determination is complete.

Timing of Waiver Requests. Sponsors desiring a Type 2 waiver should submit their waiver request, with justification, *before* issuing a solicitation for bids or a request for proposal for a project.

The Sponsor must submit a Type 2, Type 3, or Type 4 waiver request *prior* to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist.

The Buy American Notice of Determination (NOD) Process. The FAA Reauthorization Act of 2018 requires that all approved waivers must be posted to the FAA's website and remain posted for public comment for 10 days, before becoming effective. All FAA waivers must complete the NOD process. Sponsors are encouraged to wait until approved waivers become effective before executing AIP projects.

Buy American Conformance Lists. The FAA Office of Airports maintains listings of projects and products that have received a waiver from the Buy American Preference requirements for project specific and nationwide use. Each of these conformance lists is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the FAA Nationwide Buy American Conformance list do not require additional submittal of domestic content information. Nationwide waivers expire five years from the date issued, unless revoked earlier by the FAA.

Facility Waiver Requests. For construction of a facility, the Sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.

Contract Types –

Construction and Equipment – The Sponsor must meet the Buy American Preference requirements of 49 USC § 50101 and BABA for all AIP funded projects that require materials that are or consists primarily of iron, steel or manufactured goods and construction materials.

Professional Services – Professional service agreements (PSAs) do not normally result in a deliverable that meets the definition of a manufactured product. However, the emergence of various project delivery methods has created situations where task deliverables under a PSA may include

a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the Sponsor must include the Buy American Preference provision in the agreement.

Property – Most land transactions do not involve acquiring a manufactured product. However, under certain circumstances, a property acquisition project could result in the installation of a manufactured product. For example, the installation of property fencing, gates, doors and locks, etc. represent manufactured products acquired under an AIP funded land project that must comply with Buy American Preferences.

Use of Provisions – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully comply with 49 USC § 50101 and BABA.

There are two types of FAA Buy American certifications. The Sponsor must incorporate the appropriate certifications of compliance with FAA Buy American Preference in the solicitation:

- **Construction Projects** involving the replacement, rehabilitation, reconstruction of airfield surfaces such as on runways, taxiways, taxilanes, aprons, roadways, parking lots, etc. – Insert the Certificate of compliance to FAA Buy American Preference based on Construction Projects.
- **Equipment and Buildings Projects** involving and including the acquisition of equipment such as snow removal equipment, navigational aids, wind cones, and the construction of buildings such as hangars, terminal development, lighting vaults, aircraft rescue & firefighting buildings, etc. - Insert the Certificate of Compliance with FAA Buy American Preference Based on Equipment/Building Projects.

MODEL SOLICITATION CLAUSES

Certification of Compliance with FAA Buy American Preference Statement

FAA BUY AMERICAN PREFERENCE

Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Specific Clause used for General Contract Agreements

The above provision binds Contractor and subcontractors from the bid solicitation period through the completion of the contract.

Title VI Solicitation Notice:

The Midland International Air & Space Port, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, select businesses, or disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and

Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs 70 Fed. Reg. 74087 (2005);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance

with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to Contractor under the contract until Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of

payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If Contractor does not make payments to a trustee or other third person, Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* that the Secretary of Labor has found, upon the written request of Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to

interview employees during working hours on the job. If Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions

of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction," must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISE

Bid Information Submitted as a matter of responsiveness:
The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);

4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after Bid Opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Contract Assurance (49 CFR § 26.13)

Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29) –
The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from City of Midland, Texas. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the City of Midland, Texas. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f)) –
The prime contractor must not terminate a DBE subcontractor listed in response to this Bid Proposal (or an approved substitute DBE firm) without prior written consent of City of Midland, Texas. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Contractor obtains written consent City of Midland, Texas. Unless City of Midland, Texas consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

City of Midland, Texas may provide such written consent only if City of Midland, Texas agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to City of Midland, Texas its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to City of Midland, Texas, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise City of Midland, Texas and Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why City of Midland, Texas should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), City of Midland, Texas may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving," (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the

project. Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, Contractor agrees as follows:

(1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

(4) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance*: Provided*, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by Contractor during the training period, and Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which Contractor's employees are assigned to work. Contractor, where possible, will assign two or more women to each construction project. Contractor shall specifically

ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to Contractor by the union or, if referred, not employed by Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which Contractor has a collective bargaining agreement has not referred to Contractor a minority person or woman sent by Contractor, or when Contractor has other information that the union referral process has impeded Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to Contractor's employment needs, especially those programs funded or approved by the Department of Labor. Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing Contractor's EEO policy with other contractors and subcontractors with whom Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of Contractor. The obligation to comply, however, is Contractor's and failure of such a group to fulfill an obligation shall not be a defense for Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, Contractor may be in violation of the Executive Order if a particular group is employed in a substantially

disparate manner (for example, even though Contractor has achieved its goals for women generally, Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

Contractor has full responsibility to monitor compliance to the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PROHIBITION OF SEGREGATED FACILITIES

(a) Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing

facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) Contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if Contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

> **Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.
>
> **Tax Delinquency**: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.

3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CAUSE (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of Contractor.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Contractor must require subcontractors provide immediate written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

SECTION 00 73 43 – WAGE RATE REQUIREMENTS

PART 1 - GENERAL

1.1 WAGE RATE ESTABLISHMENT

A. Refer to FAA Contract Provision on Davis-Bacon included herein for requirements.
B. Contractor shall forfeit as a penalty to Owner, $60.00 for each laborer, workman, or mechanic employed for each calendar day, or portion thereof, such laborer, workman, or mechanic is paid less than the said stipulated rates for any work done under this Contract by him, or by any subcontractor under him.
C. Nothing herein contained, however, shall be construed to prohibit the payment of more than the prevailing rate of wages to any laborer, workman, or mechanic employed on the Work.
D. Attention is called to the fact that there must be paid on this Project not less than the general prevailing rates which have been established by Owner and verified by Contractor as indicated in the Schedule at the end of this Document.

1.2 POSTING WAGE RATES

A. Minimum Wage Rates shall be posted on job site in a conspicuous place open for inspection by all workmen.

1.3 EMPLOYEE CLAIMS

A. Any employee who alleges that he has not been paid the minimum wage rate may file a written claim with Owner.

1.4 PAYMENT OF EMPLOYEES AND PAYROLL RECORDS

A. Refer to FAA Contract Provisions on Davis-Bacon included herein for requirements.

1.5 PAYROLL RECORDS

A. Refer to FAA Contract Provision on Davis-Bacon included herein for requirements.

1.6 CLASSIFICATION OF EMPLOYEES

A. Refer to FAA Contract Provision on “DAVIS-BACON REQUIREMENTS” Section 1(ii)(A).

B. For classifications needed for Work but not included in the General Decision below, Contractor shall prepare and submit to Owner, Standard Form 1444, “Request for Authorization of Additional Classification Rate.”

1.7 WAGE RATE SCHEDULE

A. See attached General Decision TX20240002 dated 01/05/2024, issued by the Federal Government and any revisions/updates issued for Midland County.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

"General Decision Number: TX20240002 01/05/2024

Superseded General Decision Number: TX20230002

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)(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 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 $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

	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.

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** 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"

Part 1 – General Contract Provisions

Section 10 Definition of Terms

When the following terms are used in these Specifications, in the contract, or in any documents or other instruments pertaining to construction where these Specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	**AASHTO**	The American Association of State Highway and Transportation Officials.
10-02	**Access Road**	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	**Advertisement**	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	**Airport**	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	**Airport Improvement Program (AIP)**	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	**Air Operations Area (AOA)**	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	**Apron**	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	**ASTM International (ASTM)**	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	**Award**	Owner's notice to the successful Bidder of the acceptance of the submitted bid.
10-10	**Bidder**	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

Paragraph Number	Term	Definition
10-11	**Building Area**	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	**Calendar Day**	Every day shown on the calendar.
10-13	**Certificate of Analysis (COA)**	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	**Certificate of Compliance (COC)**	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	**Change Order**	A written order to Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	**Contract**	A written agreement between Owner and Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	**Contract Item (Pay Item)**	A specific unit of work for which a price is provided in the contract.
10-18	**Contract Time**	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	**Contractor**	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	**Contractors Quality Control (QC) Facilities**	Contractor's QC facilities in accordance with Contractor Quality Control Program (CQCP).

Paragraph Number	Term	Definition
10-21	**Contractor Quality Control Program (CQCP)**	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by Contractor, or procured from subcontractors or vendors.
10-22	**Control Strip**	A demonstration by Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	**Construction Safety and Phasing Plan (CSPP)**	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	**Drainage System**	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	**Engineer**	The individual, partnership, firm, or corporation duly authorized by Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	**Equipment**	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	**Extra Work**	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	**FAA**	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	**Federal Specifications**	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.

Paragraph Number	Term	Definition
10-30	**Force Account**	**a.** Contract Force Account - A method of payment that addresses extra work performed by Contractor on a time and material basis. **b.** Owner Force Account - Work performed for the project by Owner's employees.
10-31	**Intention of Terms**	Whenever, in these Specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to Engineer and/or RPR, subject in each case to the final determination of Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	**Lighting**	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	**Major and Minor Contract Items**	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	**Materials**	Any substance specified for use in the construction of the contract work.
10-35	**Modification of Standards (MOS)**	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	**Notice to Proceed (NTP)**	A written notice to Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	**Owner**	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. Owner for this project is **Midland International Air & Space Port**.

Paragraph Number	Term	Definition
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	**Pavement Structure**	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	**Payment bond**	The approved form of security furnished by Contractor and their own surety as a guaranty that Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	**Performance bond**	The approved form of security furnished by Contractor and their own surety as a guaranty that Contractor will complete the work in accordance with the terms of the contract.
10-42	**Plans**	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'Contract Drawings.'
10-43	**Project**	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	**Proposal**	The written offer of the Bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	**Proposal guaranty**	The security furnished with a proposal to guarantee that the Bidder will enter into a contract if their own proposal is accepted by Owner.
10-46	**Quality Assurance (QA)**	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	**Quality Control (QC)**	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	**Quality Assurance (QA) Inspector**	An authorized representative of Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by Contractor.

Paragraph Number	Term	Definition
10-49	**Quality Assurance (QA) Laboratory**	The official quality assurance testing laboratories of Owner or such other laboratories as may be designated by Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	**Resident Project Representative (RPR)**	The individual, partnership, firm, or corporation duly authorized by Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by Contractor, and acting directly or through an authorized representative.
10-51	**Runway**	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	**Runway Safety Area (RSA)**	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	**Safety Plan Compliance Document (SPCD)**	Details how Contractor will comply with the CSPP.
10-54	**Specifications**	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	**Sponsor**	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	**Structures**	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	**Subgrade**	The soil that forms the pavement foundation.
10-58	**Superintendent**	Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.

Paragraph Number	Term	Definition
10-59	**Supplemental Agreement**	A written agreement between Contractor and Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in-scope work would increase or decrease the total amount of the awarded contract by more than 25%: (2) in-scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	**Surety**	The corporation, partnership, or individual, other than Contractor, executing payment or performance bonds that are furnished to Owner by Contractor.
10-61	**Taxilane**	A taxiway designed for low-speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	**Taxiway**	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	**Taxiway/Taxilane Safety Area (TSA)**	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	**Work**	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	**Working day**	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which Contractor's forces engage in regular work will be considered as working days.
10-66	**Owner Defined terms**	None

END OF SECTION 10

Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders). Project Advertisement and Instruction to Bidders may be found in Sections A-1 and IB-1, respectively, of the front end portion of the Project Manual.

20-02 Qualification of Bidders. Each Bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the Bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each Bidder shall furnish Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the Bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the Bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to Owner.

Unless otherwise specified, a Bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "Bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 Contents of proposal forms. Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by Owner. Bidder actions that may cause Owner to deem a proposal irregular are given in Paragraph 20-09 *Irregular proposals*.

Mobilization is limited to 10 percent of the total project cost.

A prebid conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. See Section IB-2 - Instruction to Bidders for location and time of meeting.

20-04 Issuance of proposal forms. Owner reserves the right to refuse to issue a proposal form to a prospective Bidder if the Bidder is in default for any of the following reasons:

a. Failure to comply with any prequalification regulations of Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with Owner at the time Owner issues the proposal to a prospective Bidder.

c. Documented record of Contractor default under previous contracts with Owner.

d. Documented record of unsatisfactory work on previous contracts with Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these Specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the Bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, Paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of Plans, Specifications, and Site. The Bidder is expected to carefully examine the site of the proposed work, the Proposal, Plans, Specifications, and Contract Forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed Contract. The submission of a Proposal shall be prima facie evidence that the Bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed Contract, Plans, and Specifications.

20-07 Preparation of proposal. The Bidder shall submit their proposal on the forms furnished by Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The Bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The Bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible Bidder. A responsive bid conforms to all significant terms and conditions contained in Owner's invitation for bid. It is Owner's responsibility to decide if the exceptions taken by a Bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible Bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

a. If the proposal is on a form other than that furnished by Owner, or if Owner's form is altered, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the Bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced.

e. If the proposal is not accompanied by the proposal guaranty specified by Owner.

f. If the applicable Disadvantaged Business Enterprise information is incomplete.

Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to Owner.

20-11 Delivery of proposal. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the Bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the Bidder unopened.

20-12 Withdrawal or revision of proposals. A Bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the Bidder's request for withdrawal is received by Owner in writing before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the Bidder unopened.

20-14 Disqualification of Bidders. A Bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among Bidders. Bidders participating in such collusion shall be disqualified as Bidders for any future work of Owner until any such participating Bidder has been reinstated by Owner as a qualified Bidder.

c. If the Bidder is considered to be in "default" for any reason specified in Paragraph 20-04, *Issuance of Proposal Forms,* of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify Owner's Engineer of the matter. A Bidder that has doubt as to the true meaning of a project requirement may submit to Owner's Engineer a written request for interpretation no later than **three** days prior to bid opening.

Any interpretation of the project bid documents by Owner's Engineer will be by written addendum issued by Owner. Owner will not consider any instructions, clarifications, or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

Section 30 Award and Execution of Contract

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a Bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, Owner reserves the right to reject a Bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in Section 20, Paragraph 20-09, *Irregular Proposals*.

b. If the Bidder is disqualified for any of the reasons specified Section 20, Paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a Contract is made, Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote Owner's best interests.

30-02 Award of contract. The award of a Contract, if it is to be awarded, shall be made within **90** calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If Owner elects to proceed with an award of contract, Owner will make award to the responsible Bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 Cancellation of award. Owner reserves the right to cancel the award without liability to the Bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by Owner in accordance with Paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest Bidders, will be returned immediately after Owner has made a comparison of bids as specified in the Paragraph 30-01, *Consideration of Proposals.* Proposal guaranties of the two lowest Bidders will be retained by Owner until such time as an award is made, at which time, the unsuccessful Bidder's proposal guaranty will be returned. The successful Bidder's proposal guaranty will be returned as soon as Owner receives the contract bonds as specified in Paragraph 30-05, *Requirements of Contract Bonds.*

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful Bidder shall furnish Owner a surety bond or bonds that have been fully executed by the Bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful Bidder shall sign (execute) the necessary agreements for entering into the Contract and return the signed Contract to Owner, along with the fully executed surety bond or bonds specified in Paragraph 30-05, *Requirements of Contract Bonds*, of this Section, within **10** calendar days from the date mailed or otherwise delivered to the successful Bidder.

30-07 Approval of contract. Upon receipt of the Contract and Contract Bond or Bonds that have been executed by the successful Bidder, Owner shall complete the execution of the Contract in accordance with local laws or ordinances and return the fully executed Contract to Contractor. Delivery of the fully executed contract to Contractor shall constitute Owner's approval to be bound by the successful Bidder's proposal and the terms of the Contract.

30-08 Failure to execute contract. Failure of the successful Bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in Paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to Owner.

END OF SECTION 30

Section 40 Scope of Work

40-01 Intent of contract. The intent of the Contract is to provide for construction and completion, in every detail, of the Work described. It is further intended that Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the Work in accordance with the Plans, Specifications, and terms of the Contract.

40-02 Alteration of work and quantities. Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended Work. Unless otherwise specified in the Contract, Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the Work.

For purpose of this Section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25 percent; or any change in the total cost of a major contract item by more than 25 percent.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, Paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of Contractor's surety and separate performance and payment bonds. If Owner and Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. Owner, Owner's Engineer, or the RPR may provide written notice to Contractor to omit from the Work any Contract Item that does not meet the definition of major Contract Item. Major Contract Items may be omitted by a supplemental agreement. Such omission of Contract Items shall not invalidate any other contract provision or requirement.

Should a Contract Item be omitted or otherwise ordered to be non-performed, Contractor shall be paid for all Work performed toward completion of such item prior to the date of the order to omit such item. Payment for Work performed shall be in accordance with Section 90, Paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the Contract require Contractor to perform an item of work not provided for in the awarded Contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the Change Order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in Owner's best interest, the RPR may order Contractor to proceed with extra work as provided in Section 90, Paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, Paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as Contractor's equipment and personnel, is the most important consideration. Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, Paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, Paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD).

c. When the Contract requires the maintenance of an existing road, street, or highway during Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by Contractor's equipment and personnel. Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (http://mutcd.fhwa.dot.gov/), unless otherwise specified. Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, Contractor will not be required to furnish snow removal for such existing road, street, or highway.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, Contractor may at their own option either:

a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the RPR; or

c. Use such material for Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should Contractor wish to exercise option a., b., or c., Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve Contractor's request to exercise option a., b., or c., Contractor shall be paid for the excavation or removal of such material at the applicable contract price. Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve Contractor's exercise of option a., Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

Section 50 Control of Work

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of Work performed, and the manner and rate of performance of the Work. The RPR does not have the authority to accept Work that does not conform to Specification requirements.

50-02 Conformity with plans and specifications. All Work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the Contract, Plans, or Specifications.

If the RPR finds the materials furnished, Work performed, or the finished product not within reasonably close conformity with the Plans and Specifications, but that the portion of the Work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to Owner, the RPR will advise Owner of their determination that the affected Work be accepted and remain in place. The RPR will document the determination and recommend to Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the Qork. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, Work performed, or the finished product are not in reasonably close conformity with the Plans and Specifications and have resulted in an unacceptable finished product, the affected Work or materials shall be removed and replaced or otherwise corrected by and at the expense of Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving Contractor's responsibility to complete the work in accordance with the Contract, Plans, and Specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the Contract, Plans, and Specifications during Contractor's execution of the Work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the Work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity but will provide a finished product equal to or better than that required by the requirements of the Contract, Plans and Specifications.

The RPR will not be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of Contract, Plans, and Specifications. The Contract, Plans, Specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the Project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; Contract Technical Specifications shall govern over Contract General Provisions, Plans, cited standards for materials or testing, and cited advisory circulars (ACs); Contract General Provisions shall govern over Plans, cited standards for materials or testing, and cited ACs; Plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs

contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If Contractor discovers any apparent discrepancy within standard test methods, Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event Contractor discovers any apparent error or discrepancy; Contractor shall immediately notify Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions.

SP-1 Scope of Work
SP-2 Contract Documents
SP-3 Time and Order of Completion
SP-4 Limitation of Operation
SP-5 Construction Activity
SP-6 Affidavit of Bills Paid
SP-7 Calendar Day
SP-8 Protection of Property
SP-9 Electric Power and Natural Gas
SP-10 Lines and Grades
SP-11 Water for Construction
SP-12 Material Tests
SP-13 Barricades, Signs, and Hazard Markings
SP-14 Prevention of Air and Water Pollution
SP-15 Public Convenience and Safety
SP-16 Final Cleaning Up
SP-17 Insurance
SP-18 Removal and Disposal of Structures, Utilities and Obstructions
SP-19 Conformity with Plans and Allowable Deviations
SP-20 Removal of Defective and Unauthorized Work
SP-21 Disputed Claims for Extra Work
SP-22 Federal Participation
SP-23 Indemnification
SP-24 Contractor's Responsibility for Work
SP-25 Correction of Faulty Work after Final Payment
SP-26 Texas State Sales Tax
SP-27 Separate Contracts
SP-28 Trench Safety
SP-29 Load Restrictions
SP-30 Notice to Proceed
SP-31 Payment for Materials on Hand
SP-32 Weighing and Measuring Equipment
SP-33 Progress Schedule
SP-34 Average Climatic Range
SP-35 Substantially Complete
SP-36 Submittals
SP-37 Geotechnical Information
SP-38 Sovereign Immunity
SP-39 Governing Law and Venue
SP-40 Third-Party Beneficiary

SP-41 Releases
SP-42 Independent Contractor
SP-43 Notice of Alleged Breach; Statutory Prerequisites
SP-44 Assignment
SP-45 Waiver of Attorney's Fees
SP-46 Prompt Pay Act
SP-47 Payment
SP-48 Project Closeout
SP-49 Disclosure of Interested Parties
SP-50 Parkhill/RPR Authority and Duty
SP-51 Anti-Boycott Statutes

50-05 Cooperation of Contractor. Contractor shall be supplied with an electronic PDF of the Plans and Specifications. Contractor shall have available on the construction site at all times one hardcopy each of the Plans and Specifications. Additional hard copies of Plans and Specifications may be obtained by Contractor for the cost of reproduction.

Contractor shall give constant attention to the Work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the Work. The superintendent shall be capable of reading and thoroughly understanding the Plans and Specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. Owner reserves the right to contract for and perform other or additional Work on or near the Work covered by this Contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the Work not to interfere with or hinder the progress of completion of the Work being performed by other Contractors. Contractors working on the same Project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own Contract and shall protect and hold harmless Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against Contractor.

Prior to the start of construction, Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. Contractor is responsible to establish all layout required for the construction of the Project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided

to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): **DWG and PDF**.

Laser, GPS, String line, or other automatic control shall be checked with temporary control, as necessary. In the case of error, on the part of Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the Plans, Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all Work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the Contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for Contractor.

QA Inspectors are authorized to notify Contractor or their representatives of any failure of the Work or materials to conform to the requirements of the Contract, Plans, or Specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the Work shall be subject to inspection. The RPR shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, Contractor, at any time before acceptance of the Work, shall remove or uncover such portions of the finished Work as may be directed. After examination, Contractor shall restore said portions of the Work to the standard required by the specifications. Should the Work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the Work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at Contractor's expense.

Provide advance written notice to the RPR of work Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at Contractor's expense.

Should the Contract Work include relocation, adjustment, or any other modification to existing facilities, not the property of the (Contract) Owner, authorized representatives of Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract and shall in no way interfere with the rights of the parties to this Contract.

50-10 Removal of unacceptable and unauthorized work. All Work that does not conform to the requirements of the Contract, Plans, and Specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in Paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable Work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the Final Acceptance of the Work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, Paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done

without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at Contractor's expense.

Upon failure on the part of Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against Contractor.

50-11 Load restrictions. Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the Work. A special permit will not relieve Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by Contractor's equipment and personnel.

50-12 Maintenance during construction. Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should Contractor at any time fail to maintain the Work as provided in Paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify Contractor of such noncompliance. Such notification shall specify a reasonable time within which Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should Contractor fail to respond to the RPR's notification, Owner may suspend any work necessary for Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by Owner, shall be recovered as a liquidated damage against Contractor.

50-14 Partial acceptance. If at any time during the execution of the Project Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit Owner, Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the Contract, the RPR may accept it as being complete, and Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by Owner shall not void or alter any provision of the Contract.

50-15 Final acceptance. Upon due notice from Contractor of presumptive completion of the entire Project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the Contract is found to be complete in accordance with the Contract, Plans, and Specifications, such inspection shall constitute the Final Inspection. The RPR shall notify Contractor in writing of Final Acceptance as of the date of the Final Inspection.

If, however, the inspection discloses any Work, in whole or in part, as being unsatisfactory, the RPR will notify Contractor and Contractor shall correct the unsatisfactory Work. Upon correction of the work, another inspection will be made which shall constitute the Final Inspection, provided the Work has been

satisfactorily completed. In such event, the RPR will make the final acceptance and notify Contractor in writing of this acceptance as of the date of Final Inspection.

50-16 Claims for adjustment and disputes. If for any reason Contractor deems that additional compensation is due for work or materials not clearly provided for in the Contract, Plans, or Specifications or previously authorized as extra work, Contractor shall notify the RPR in writing of their intention to claim such additional compensation before Contractor begins the Work on which Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by Contractor for keeping strict account of actual cost as required, then Contractor hereby agrees to waive any claim for such additional compensation. Such notice by Contractor and the fact that the RPR has kept account of the cost of the Work shall not in any way be construed as proving or substantiating the validity of the claim. When the Work on which the claim for additional compensation is based has been completed, Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

Section 60 Control of Materials

60-01 Source of supply and quality requirements. The materials used in the Work shall conform to the requirements of the Contract, Plans, and Specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the Work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, Contractor shall furnish materials from other sources.

Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the Work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any Work in which untested materials are used without approval or written permission of the RPR shall be performed at Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of Advertisement for Bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the Work. Copies of all tests will be furnished to Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the Project, and prior to Final Payment, Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the Contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the Work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with Contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and Contractor elects to furnish the specified "or equal," Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the Work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

a. Conformance to the specified performance, testing, quality, or dimensional requirements; and,

b. Suitability of the material or assembly for the use intended in the Contract Work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the Work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the Work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

a. The RPR shall have the cooperation and assistance of Contractor and the producer with whom Contractor has contracted for materials.

b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the RPR, Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the Contract, Plans, or Specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. An Engineer/RPR field office is not required.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the Work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the Plans and/or CSPP, the storage of materials and the location of Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of Owner or lessee of such property. Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by Contractor at their expense, except as otherwise agreed to (in writing) by Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the Contract, Plans, or Specifications shall be considered unacceptable and shall be rejected. Contractor shall remove any rejected material or assembly from the site of the Work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by Contractor, shall not be returned to the site of the Work until such time as the RPR has approved its use in the Work.

60-08 Owner furnished materials. Contractor shall furnish all materials required to complete the Work, except those specified, if any, to be furnished by Owner. Owner-furnished materials shall be made available to Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of Work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the Contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during Contractor's handling, storage, or use of such Owner-furnished material. Owner will deduct from any monies due or to become due Contractor any cost incurred by Owner in making good such loss due to Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of the Work. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor or Contractor's employees.

70-02 Permits, licenses, and taxes. Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the Work.

70-03 Patented devices, materials, and processes. If Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. Contractor and the surety shall indemnify and hold harmless Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the Work.

70-04 Restoration of surfaces disturbed by others. Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with Owner, such authorized work (by others) must be shown on the Plans and is indicated as follows: **None**.

Except as listed above, Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the Work, Contractor shall cooperate with such Owners by arranging and performing the Work in this Contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, Contractor shall make all necessary repairs to the Work which are due to such authorized work by others, unless otherwise provided for in the Contract, Plans, or Specifications. It is understood and agreed that Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse Owner for some portion of the contract costs. The Contract Work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this Contract shall be construed as making the United States a party to the Contract nor will any such requirement interfere, in any way, with the rights of either party to the Contract.

70-06 Sanitary, health, and safety provisions. Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety, and sanitary provisions.

70-07 Public convenience and safety. Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, Paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, Paragraph 80-04, *Limitation of Operations*.

Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). Contractor shall complete the Work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is included with Bid Package.

70-09 Use of explosives. The use of explosives is not permitted on this Project.

70-10 Protection and restoration of property and landscape. Contractor shall be responsible for the preservation of all public and private property and shall protect carefully from disturbance or damage all land monuments and property markers until Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

Contractor shall be responsible for all damage or injury to property of any character, during the execution of the Work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the Work, or at any time due to defective Work or materials, and said responsibility shall not be released until the Project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work, or in consequence of the non-execution thereof by Contractor, Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. Contractor shall indemnify and hold harmless Engineer/RPR and Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the Work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due Contractor under and by virtue of their own contract considered necessary by Owner for such purpose may be retained for the use of Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to Owner, except that money due Contractor will not be withheld when Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

70-13 Opening sections of the work to traffic. If it is necessary for Contractor to complete portions of the Contract Work for the beneficial occupancy of Owner prior to completion of the entire Contract, such "phasing" of the Work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the Project Plans. When so specified, Contractor shall complete such portions of the Work on or before the date specified or as otherwise specified.

Upon completion of any portion of work listed above, such portion shall be accepted by Owner in accordance with Section 50, Paragraph 50-14, *Partial Acceptance*.

No portion of the Work may be opened by Contractor until directed by Owner in writing. Should it become necessary to open a portion of the Work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the Work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the Work and shall not constitute either acceptance of the portion of the Work so opened or a waiver of any provision of the Contract. Any damage to the portion of the Work so opened that is not attributable to traffic which is permitted by Owner shall be repaired by Contractor at their expense.

Contractor shall make their own estimate of the inherent difficulties involved in completing the Work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the Contract Work.

Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the Plans, Specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of Work to traffic.

70-14 Contractor's responsibility for work. Until the RPR's final written acceptance of the entire completed Work, excepting only those portions of the work accepted in accordance with Section 50, Paragraph 50-14, *Partial Acceptance*, Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the Work due to unforeseeable causes beyond the control of and without the fault or negligence of Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the Work is suspended for any cause whatever, Contractor shall be responsible for the Work and shall take such precautions necessary to prevent damage to the Work. Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of Work, Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor's responsibility for utility service and facilities of others. As provided in Paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, Contractor shall cooperate with Owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the Work. In addition, Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the Contract Work, the approximate locations have been indicated on the plans and/or in the Contract Documents.

It is understood and agreed that Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the Plans or encountered in the Work. Any inaccuracy or omission in such information shall not relieve Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that Contractor shall, upon execution of the contract, notify Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and Paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the Work in the general vicinity of an existing utility service or facility, Contractor shall again notify each such Owner of their plan of operation. If, in Contractor's opinion, Owner's assistance is needed to locate the utility service or facility or the presence of a representative of Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to Contractor's commencement of operations in such general vicinity. Contractor shall furnish a written summary of the notification to the RPR.

Contractor's failure to give the two days' notice shall be cause for Owner to suspend Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, Contractor shall be required to use hand excavation methods within 3 feet of such outside limits at such points as may be required to ensure protection from damage due to Contractor's operations.

Should Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility Owner.

Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. Owner reserves the right to deduct such costs from any monies due or which may become due Contractor, or their own surety.

70-16 Furnishing rights-of-way. Owner will be responsible for furnishing all rights-of-way upon which the Work is to be constructed in advance of Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the Contract Provisions or in exercising any power or authority granted by this Contract, there shall be no liability upon Engineer, RPR, their authorized representatives, or any officials of Owner either personally or as an official of Owner. It is understood that in such matters they act solely as agents and representatives of Owner.

70-18 No waiver of legal rights. Upon completion of the Work, Owner will expeditiously make Final Inspection and notify Contractor of Final Acceptance. Such Final Acceptance, however, shall not preclude or stop Owner from correcting any measurement, estimate, or certificate made before or after completion of the Work, nor shall Owner be precluded or stopped from recovering from Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of Contractor to fulfill their obligations under the Contract. A waiver on the part of Owner of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach.

Contractor, without prejudice to the terms of the contract, shall be liable to Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards Owner's rights under any warranty or guaranty.

70-19 Environmental protection. Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate Contractor's finding and Owner will direct Contractor to either resume operations or to suspend operations as directed.

Should Owner order suspension of Contractor's operations in order to protect an archaeological or historical finding, or order Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, Paragraph 40-04, *Extra Work*, and Section 90, Paragraph 90-05, *Payment for Extra Work*. If appropriate, the Contract Change Order or Supplemental Agreement shall include an extension of Contract time in accordance with Section 80, Paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. See Special Provisions SP-17.

END OF SECTION 70

Section 80 Execution and Progress

80-01 Subletting of contract. Owner will not recognize any subcontractor on the Work. Contractor shall at all times when Work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

Contractor shall perform, with his organization, an amount of work equal to at least **25** percent of the total Contract cost.

Should Contractor elect to assign their Contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of Owner, and shall be consummated only on the written approval of Owner.

Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the Project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone, and fax number.
- Complete narrative description, and dollar value of the Work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). Owners notice to proceed will state the date on which contract time commences. Contractor is expected to commence project operations within **10** days of the NTP date. Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by Owner.

80-03 Execution and progress. Unless otherwise specified, Contractor shall submit their coordinated construction schedule showing all work activities for the RPR’s review and acceptance at least 10 days prior to the start of Work. Contractor’s progress schedule, once accepted by the RPR, will represent Contractor's baseline plan to accomplish the Project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of Contractor's performance. Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the Project in accordance with the Plans and Specifications within the time set forth in the Proposal.

If Contractor falls significantly behind the submitted schedule, Contractor shall, upon the RPR’s request, submit a revised schedule for completion of the Work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the Work be discontinued for any reason, Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

Contractor shall not commence any actual construction prior to the date on which the NTP is issued by Owner.

Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice-monthly basis, or as otherwise specified in the Contract. Submission of the work schedule shall not relieve Contractor of overall responsibility for scheduling, sequencing, and coordinating all Work to comply with the requirements of the Contract.

80-04 Limitation of operations. Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the Work requires Contractor to conduct their operations within an AOA of the airport, the Work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such Work. Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, Paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the Contract Work requires Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume Work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows: None.

Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

Contractor shall implement all necessary safety plan measures prior to commencement of any Work activity. Contractor shall conduct routine checks to assure compliance with the safety plan measures.

Contractor is responsible to Owner for the conduct of all subcontractors it employs on the Project. Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the Contract, Plans, and Specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of Work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by Contractor in accomplishing the work are not prescribed in the contract, Contractor is free to use any methods or equipment that will accomplish the Work in conformity with the requirements of the Contract, Plans, and Specifications.

When the Contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If Contractor desires to use a method or type of equipment other than specified in the Contract, Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that Contractor will be fully responsible for producing work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet Contract requirements, Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining Work with the specified methods and equipment. Contractor shall remove any deficient Work and replace it with Work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. Owner shall have the authority to suspend the Work wholly, or in part, for such period or periods Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the Work, or for such time necessary due to the failure on the part of Contractor to carry out orders given or perform any or all provisions of the Contract.

In the event that Contractor is ordered by Owner, in writing, to suspend Work for some unforeseen cause not otherwise provided for in the Contract and over which Contractor has no control, Contractor may be reimbursed for actual money expended on the Work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the Work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume Work. Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward Contractor's claim to Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling Contractor to compensation for delays due to inclement weather or for any other delay provided for in the Contract, Plans, or Specifications.

If it becomes necessary to suspend work for an indefinite period, Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond Contractor's control, it shall be adjusted as follows:

80-07.1

Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-workdays. All calendar days elapsing between the effective dates of Owner's orders to suspend and resume all work, due to causes not the fault of Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the Contract, that any Work remains uncompleted after the Contract Time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the Contract and Proposal as liquidated damages (LD) will be deducted from any money due or to become due Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by Owner should Contractor fail to complete the Work in the time provided in their Contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
Base Bid	$1,000	270

80-09 Default and termination of contract**. Contractor shall be considered in default of their contract and such default will be considered as cause for Owner to terminate the contract for any of the following reasons, if Contractor:**

a. Fails to begin the Work under the Contract within the time specified in the Notice to Proceed, or

b. Fails to perform the Work or fails to provide sufficient workers, equipment and/or materials to assure completion of Work in accordance with the terms of the Contract, or

c. Performs the Work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

d. Discontinues the execution of the Work, or

e. Fails to resume Work which has been discontinued within a reasonable time after notice to do so, or

f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

g. Allows any final judgment to stand against Contractor unsatisfied for a period of 10 days, or

h. Makes an assignment for the benefit of creditors, or

i. For any other cause whatsoever, fails to carry on the Work in an acceptable manner.

Should Owner consider Contractor in default of the Contract for any reason above, Owner shall immediately give written notice to Contractor and Contractor's surety as to the reasons for considering Contractor in default and Owner's intentions to terminate the Contract.

If Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of Contractor. Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by Owner, together with the cost of completing the Work under Contract, will be deducted from any monies due or which may become due Contractor. If such expense exceeds the sum which would have been payable under the Contract, then Contractor and the surety shall be liable and shall pay to Owner the amount of such excess.

80-10 Termination for national emergencies. Owner shall terminate the Contract or portion thereof by written notice when Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the Contract, or any portion thereof, is terminated before completion of all items of Work in the Contract, payment will be made for the actual number of units or items of Work completed at the Contract price or as mutually agreed for items of Work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the Work, and other overhead expenses, (when not otherwise included in the Contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with Contractor.

Acceptable materials, obtained or ordered by Contractor for the Work and that are not incorporated in the Work shall, at the option of Contractor, be purchased from Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the Contract or a portion thereof shall neither relieve Contractor of their responsibilities for the completed Work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the Work performed.

80-11 Work area, storage area and sequence of operations. Contractor shall obtain approval from the RPR prior to beginning any Work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. Contractor shall plan and coordinate Work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

Section 90 Measurement and Payment

90-01 Measurement of quantities. All Work completed under the Contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of Work performed under the Contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the Plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term "lump sum" when used as an item of payment will mean complete payment for the Work described in the Contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard may be weighed, and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

Term	Description
Asphalt Material	Asphalt materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60°F or will be corrected to the volume at 60°F using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton or hundredweight.
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than 1 pound. The use of spring balances will not be permitted. In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. Scale installations shall have available ten standard 50-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Term	Description
	All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the Project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the Work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in Paragraph 90-05 *Payment for Extra Work*.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the Contract, they shall be the final quantities for which payment for such specific portion of the Work will be made, unless the dimensions of said portions of the Work shown on the Plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. Contractor shall receive and accept compensation provided for in the Contract as full payment for furnishing all materials, for performing all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the Work or the execution thereof, subject to the provisions of Section 70, Paragraph 70-18, *No Waiver of Legal Rights*.

When the "basis of payment" subsection of a Technical Specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the Contract, Plans, or Specifications.

90-03 Compensation for altered quantities. When the accepted quantities of Work vary from the quantities in the Proposal, Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, Paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, Paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the Work, Contractor shall accept payment in full at the contract prices for any Work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by Contractor or delivered on the Work prior to the date of the RPR's order will be paid for at the actual cost to Contractor and shall thereupon become the property of Owner.

In addition to the reimbursement hereinbefore provided, Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by Contractor must be directly related to the deleted contract item and shall be supported by certified statements by Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, Paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to Contractor at least once each month as the Work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the Work performed and materials complete and in place, in accordance with the Contract, Plans, and Specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with Paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to Contractor since the last estimate amounts to less than $500.

Owner may hold retainage from prime Contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime Contractors based on these acceptances, and require a contract clause obligating the prime Contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after Owner's payment to the prime Contractor. If Option 3 is selected, the percent withheld may range from 0 percent to 10 percent but in no case may it exceed 10 percent. When establishing a suitable retainage value that protects Owner's interests, give consideration that the performance and payment bonds also provide similar protection of Owner interests. Owner may elect to incrementally release retainage if owner is satisfied its interest with completion of the project are protected in an adequate manner. If Option 3 is selected, insert the following clause, and specify a suitable value where indicated:

a. From the total of the amount determined to be payable on a partial payment, 5 percent of such total amount will be deducted and retained by Owner for protection of Owner's interests. Unless otherwise instructed by Owner, the amount retained by Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by Owner in accordance with Section 50-03. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by Owner for partially accepted Work.

(2) In lieu of retainage, Contractor may exercise at its option the establishment of an escrow account per Paragraph 90-08.

b. Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after Contractor has received a partial payment. Contractor must provide Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by Owner. When Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95 percent of the Work has been completed to the satisfaction of the RPR, the RPR shall, at Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining Work to be done. Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to Contractor.

It is understood and agreed that Contractor shall not be entitled to demand or receive partial payment based on quantities of Work in excess of those provided in the Proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in Paragraph 90-09, *Acceptance and Final Payment*.

Contractor shall deliver to Owner a complete release of all claims for labor and material arising out of this contract before the Final Payment is made. If any subcontractor or supplier fails to furnish such a release in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the Work, provided that such materials meet the requirements of the Contract, Plans, and Specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

b. Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

d. Contractor has furnished Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. Contractor has furnished Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and Owner's payment for such stored or stockpiled materials shall in no way relieve Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At Contractor's option, if an Owner withholds retainage in accordance with the methods described in Paragraph 90-06 *Partial Payments*, Contractor may request that Owner deposit the retainage into an escrow account. Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to Owner.

b. Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. Contractor shall enter into an escrow agreement satisfactory to Owner.

d. Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the Contract Work has been accepted in accordance with the requirements of Section 50, Paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. Contractor shall approve the RPR's final estimate or advise the RPR of Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by Owner as a claim in accordance with Section 50, Paragraph 50-16, *Claims for Adjustment and Disputes*.

After Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in Paragraph 90-11, *Contractor Final Project Documentation*, Final Payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If Contractor has filed a claim for additional compensation under the provisions of Section 50, Paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this Contract, Contractor warrants that Work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the Work, except as noted. If Owner takes possession of any part of the Work before Final Acceptance, this warranty shall continue for a period of one year from the date Owner takes possession.

c. Contractor shall remedy at Contractor's expense any failure to conform, or any defect. In addition, Contractor shall remedy at Contractor's expense any damage to Owner real or personal property, when that damage is the result of Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by Contractor.

d. Contractor shall restore any Work damaged in fulfilling the terms and conditions of this clause. Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. Owner will notify Contractor, in writing, within seven days after the discovery of any failure, defect, or damage.

f. If Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, Contractor shall: (1) obtain all warranties that would be given in normal commercial practice; (2) require all warranties to be executed, in writing, for the benefit of Owner, as directed by Owner, and (3) enforce all warranties for the benefit of Owner.

h. This warranty shall not limit Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of Final Payment to Contractor is contingent upon completion and submittal of the items listed below. The Final Payment will not be approved until the RPR approves Contractor's final submittal. Contractor shall:

a. Provide two copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, Paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the Work.

i. All required Record Drawings, As-built Drawings, or As-constructed Drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

TECHNICAL SPECIFICATIONS

Item C-100 Contractor Quality Control Program (CQCP)

100-1 General. Quality is more than test results. Quality is the combination of proper materials, testing, workmanship, equipment, inspection, and documentation of the Project. Establishing and maintaining a culture of quality is key to achieving a quality project. Contractor shall establish, provide, and maintain an effective Contractor Quality Control Program (CQCP) that details the methods and procedures that will be taken to assure that all materials and completed construction required by this Contract conform to Contract Plans, Technical Specifications, and other requirements, whether manufactured by Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the Contract Technical Specifications, Contractor shall assume full responsibility for accomplishing the stated purpose.

Contractor shall establish a CQCP that will:

- **a.** Provide qualified personnel to develop and implement the CQCP.
- **b.** Provide for the production of acceptable quality materials.
- **c.** Provide sufficient information to assure that the specification requirements can be met.
- **d.** Document the CQCP process.

Contractor shall not begin any construction or production of materials to be incorporated into the completed Work until the CQCP has been reviewed and approved by the Resident Project Representative (RPR). No partial payment will be made for materials subject to specific quality control (QC) requirements until the CQCP has been reviewed and approved.

The QC requirements contained in this Section and elsewhere in the contract Technical Specifications are in addition to and separate from the quality assurance (QA) testing requirements. QA testing requirements are the responsibility of the RPR or Contractor as specified in the Specifications.

A Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Resident Project Representative (RPR), Contractor, subcontractors, testing laboratories, and Owner's representative must be held prior to start of construction. The QC/QA workshop will be facilitated by Contractor. Contractor shall coordinate with the Airport and the RPR on time and location of the QC/QA workshop. Items to be addressed, at a minimum, will include:

a. Review of the CQCP including submittals, QC Testing, Action & Suspension Limits for Production, Corrective Action Plans, Distribution of QC reports, and Control Charts.

b. Discussion of the QA program.

c. Discussion of the QC and QA Organization and authority including coordination and information exchange between QC and QA.

d. Establish regular meetings to discuss control of materials, methods and testing.

e. Establishment of the overall QC culture.

100-2 Description of program.

a. General description. Contractor shall establish a CQCP to perform QC inspection and testing of all items of work required by the Technical Specifications, including those performed by subcontractors. The CQCP shall ensure conformance to applicable Specifications and Plans with respect to materials, off-site fabrication, workmanship, construction, finish, and functional performance. The CQCP shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the Technical Specifications, in addition to other requirements of this Section and any other activities deemed necessary by the Contractor to establish an effective level of QC.

b. Contractor Quality Control Program (CQCP). Contractor shall describe the CQCP in a written document that shall be reviewed and approved by the RPR prior to the start of any production, construction, or off-site fabrication. The written CQCP shall be submitted to the RPR for review and approval at least 10 calendar days before the CQCP Workshop. Contractor's CQCP and QC testing laboratory must be approved in writing by the RPR prior to the Notice to Proceed (NTP).

The CQCP shall be organized to address, as a minimum, the following:

1. QC organization and resumes of key staff.
2. Project progress schedule.
3. Submittals schedule.
4. Inspection requirements.
5. QC testing plan.
6. Documentation of QC activities and distribution of QC reports.
7. Requirements for corrective action when QC and/or QA acceptance criteria are not met.
8. Material quality and construction means and methods. Address all elements applicable to the Project that affect the quality of the pavement structure including subgrade, subbase, base, and surface course. Some elements that must be addressed include, but is not limited to mix design, aggregate grading, stockpile management, mixing and transporting, placing, and finishing, quality control testing and inspection, smoothness, laydown plan, equipment, and temperature management plan.

Contractor must add any additional elements to the CQCP that is necessary to adequately control all production and/or construction processes required by this Contract.

100-3 CQCP organization. The CQCP shall be implemented by the establishment of a QC organization. An organizational chart shall be developed to show all QC personnel, their authority, and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all QC staff by name and function and shall indicate the total staff required to implement all elements of the CQCP, including inspection and testing for each item of Work. If necessary, different technicians can be used for specific inspection and testing functions for different items of Work. If an outside organization or independent testing laboratory is used for implementation of all or part of the CQCP, the personnel assigned shall be subject to the qualification requirements of Paragraphs 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The QC organization shall, as a minimum, consist of the following personnel:

a. Program Administrator. The Contractor Quality Control Program Administrator (CQCPA) must be a full-time employee of Contractor, or a consultant engaged by Contractor. The CQCPA must have a minimum of five years of experience in QC pavement construction with prior QC experience on a project of comparable size and scope as the Contract.

Included in the five years of paving/QC experience, the CQCPA must meet at least one of the following requirements:

(1) Professional Engineer with one year of airport paving experience.

(2) Engineer-in-training with two years of airport paving experience.

(3) National Institute for Certification in Engineering Technologies (NICET) Civil Engineering Technology Level IV with three years of airport paving experience.

(4) An individual with four years of airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

The CQCPA must have full authority to institute any and all actions necessary for the successful implementation of the CQCP to ensure compliance with the Contract Plans and Technical Specifications. The CQCPA authority must include the ability to immediately stop production until materials and/or processes are in compliance with Contract Specifications. The CQCPA must report directly to a principal officer of the construction firm. The CQCPA may supervise the Quality Control Program on more than one project provided that person can be at the job site within two hours after being notified of a problem.

b. QC technicians. A sufficient number of QC technicians necessary to adequately implement the CQCP must be provided. These personnel must be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II in Civil Engineering Technology or higher and shall have a minimum of two years of experience in their area of expertise.

The QC technicians must report directly to the CQCPA and shall perform the following functions:

(1) Inspection of all materials, construction, plant, and equipment for conformance to the Technical Specifications, and as required by Paragraph 100-6.

(2) Performance of all QC tests as required by the Technical Specifications and Paragraph100-8.

(3) Performance of tests for the RPR when required by the Technical Specifications.

Certification at an equivalent level of qualification and experience by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. Staffing levels. Contractor shall provide sufficient qualified QC personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the Work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The CQCP shall state where different technicians will be required for different work elements.

100-4 Project progress schedule. Critical QC activities must be shown on the project schedule as required by Section 80, Paragraph 80-03, *Execution and Progress*.

100-5 Submittals schedule. Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and Shop Drawings required by the Technical Specifications. The listing can be developed in a spreadsheet format and shall include as a minimum:

a. Specification item number.

b. Item description.

c. Description of submittal.

d. Specification paragraph requiring submittal.

e. Scheduled date of submittal.

100-6 Inspection requirements. QC inspection functions shall be organized to provide inspections for all definable features of Work, as detailed below. All inspections shall be documented by Contractor as specified by Paragraph 100-9.

Inspections shall be performed as needed to ensure continuing compliance with contract requirements until completion of the particular feature of Work. Inspections shall include the following minimum requirements:

a. During plant operation for material production, QC test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the Technical Specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The CQCP shall detail how these and other QC functions will be accomplished and used.

b. During field operations, QC test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the Technical Specifications and are within the plan dimensions, lines, grades, and tolerances specified. The CQCP shall document how these and other QC functions will be accomplished and used.

100-7 Contractor QC testing facility.

a. For projects that include Item P-401, Item P-403, and Item P-404, Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM D3666, *Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials*:

- 8.1.3 Equipment Calibration and Checks.
- 8.1.9 Equipment Calibration, Standardization, and Check Records.
- 8.1.12 Test Methods and Procedures.

b. For projects that include P-501, Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM C1077, Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation:

- 7 Test Methods and Procedures.
- 8 Facilities, Equipment, and Supplemental Procedures.

100-8 QC testing plan. As a part of the overall CQCP, Contractor shall implement a QC testing plan, as required by the Technical Specifications. The testing plan shall include the minimum tests and test frequencies required by each Technical Specification Item, as well as any additional QC tests that Contractor deems necessary to adequately control production and/or construction processes.

The QC testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

a. Specification item number (e.g., P-401).

b. Item description (e.g., Hot Mix Asphalt Pavements).

c. Test type (e.g., gradation, grade, asphalt content).

d. Test standard (e.g., ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable).

e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated).

f. Responsibility (e.g., plant technician).

g. Control requirements (e.g., target, permissible deviations).

The QC testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The RPR shall be provided the opportunity to witness QC sampling and testing.

All QC test results shall be documented by Contractor as required by Paragraph 100-9.

100-9 Documentation. Contractor shall maintain current QC records of all inspections and tests performed. These records shall include factual evidence that the required QC inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features and must include a statement that all supplies and materials incorporated in the Work are in full compliance with the terms of the Contract. Legible copies of these records shall be furnished to the RPR daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the CQCPA.

Contractor QC records required for the contract shall include, but are not necessarily limited to, the following records:

a. Daily inspection reports. Each Contractor QC technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous QC inspections have been performed and shall, as a minimum, include the following:

(1) Technical specification item number and description.

(2) Compliance with approved submittals.

(3) Proper storage of materials and equipment.

(4) Proper operation of all equipment.

(5) Adherence to Plans and Technical Specifications.

(6) Summary of any necessary corrective actions.

(7) Safety inspection.

(8) Photographs and/or video.

The daily inspection reports shall identify all QC inspections and QC tests conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible QC technician and the CQCPA. The RPR shall be provided at least one copy of each daily inspection report on the work day following the day of record. When QC inspection and test results are recorded and transmitted electronically, the results must be archived.

b. Daily test reports. Contractor shall be responsible for establishing a system that will record all QC test results. Daily test reports shall document the following information:

(1) Technical specification item number and description.
(2) Test designation.
(3) Location.
(4) Date of test.
(5) Control requirements.
(6) Test results.
(7) Causes for rejection.
(8) Recommended remedial actions.
(9) Retests.

Test results from each day's work period shall be submitted to the RPR prior to the start of the next day's work period. When required by the Technical Specifications, Contractor shall maintain statistical QC charts. When QC daily test results are recorded and transmitted electronically, the results must be archived.

100-10 Corrective action requirements. The CQCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the CQCP as a whole, and for individual items of work contained in the technical specifications.

The CQCP shall detail how the results of QC inspections and tests will be used for determining the need for corrective action and shall contain clear rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the Technical Specifications, Contractor shall establish and use statistical QC charts for individual QC tests. The requirements for corrective action shall be linked to the control charts.

100-11 Inspection and/or observations by the RPR. All items of material and equipment are subject to inspection and/or observation by the RPR at the point of production, manufacture or shipment to determine if Contractor, producer, manufacturer or shipper maintains an adequate QC system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to inspection and/or observation by the RPR at the site for the same purpose.

Inspection and/or observations by the RPR does not relieve Contractor of performing QC inspections of either on-site or off-site Contractor's or subcontractor's work.

100-12 Noncompliance.

a. The Resident Project Representative (RPR) will provide written notice to Contractor of any noncompliance with their CQCP. After receipt of such notice, Contractor must take corrective action.

b. When QC activities do not comply with either the CQCP or the Contract Provisions or when Contractor fails to properly operate and maintain an effective CQCP, and no effective corrective actions have been taken after notification of non-compliance, the RPR will recommend Owner take the following actions:

(1) Order Contractor to replace ineffective or unqualified QC personnel or subcontractors and/or

(2) Order Contractor to stop operations until appropriate corrective actions are taken.

METHOD OF MEASUREMENT

100-13 Basis of measurement and payment. Contractor Quality Control Program (CQCP) is for the personnel, tests, facilities, and documentation required to implement the CQCP. The CQCP will be paid as a lump sum with the following schedule of partial payments:

a. With first pay request, 25 percent with approval of CQCP and completion of the Quality Control (QC)/Quality Assurance (QA) workshop.

b. When 25 percent or more of the original contract is earned, an additional 25 percent.

c. When 50 percent or more of the original contract is earned, an additional 20 percent.

d. When 75 percent or more of the original contract is earned, an additional 20 percent.

e. After final inspection and acceptance of project, the final 10 percent.

BASIS OF PAYMENT

100-14 Payment will be made under:

Item C-100	Contractor Quality Control Program (CQCP), complete, per lump sum.

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

National Institute for Certification in Engineering Technologies (NICET)

ASTM International (ASTM)

ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials

END OF ITEM C-100

PACKET 10.168 April 23, 2024

Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

DESCRIPTION

102-1. This item shall consist of temporary control measures as shown on the plans or as ordered by the Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

MATERIALS

102-2.1 Grass. Grass that will not compete with the grasses sown later for permanent cover per Item T-901shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

102-2.2 Mulches. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

102-2.3 Fertilizer. Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

102-2.4 Slope drains. Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

102-2.5 Silt fence. Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

102-2.6 Other. All other materials shall meet commercial grade standards and shall be approved by the RPR before being incorporated into the project.

CONSTRUCTION REQUIREMENTS

102-3.1 General. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The RPR shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

102-3.2 Schedule. Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the RPR.

102-3.3 Construction details. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the RPR.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the RPR. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by the Contractor shall be maintained by the Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

102-3.4 Installation, maintenance and removal of silt fence. Silt fences shall extend a minimum of 16 inches and a maximum of 34 inches above the ground surface. Posts shall be set no more than 10 feet on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch overlap and securely sealed. A trench shall be excavated approximately 4 inches deep by 4 inches wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. Contractor shall remove and dispose of silt that accumulates during construction and prior to

establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the RPR.

METHOD OF MEASUREMENT

102-4.1 Temporary erosion and pollution control work required will be performed as scheduled or directed by the RPR. Completed and accepted work will be measured per lump sum. This price shall be full compensation for costs associated with preparation, administration, and superintendence of the Stormwater Pollution Prevention Plan (SWPP). Furnishing all materials, labor, tools, and equipment, and for any fees required by the regulating agency.

102-4.2 Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor.

BASIS OF PAYMENT

102-5.1 Accepted quantities of temporary water pollution, soil erosion, and siltation control work ordered by the RPR and measured as provided in paragraph 102-4.1 will be paid for under:

Item C-102	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control, complete, per lump sum.

Progress payments will be calculated by dividing the total lump sum price by the number of months to Final Completion.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5200-33	*Hazardous Wildlife Attractants on or Near Airports*
AC 150/5370-2	*Operational Safety on Airports During Construction*

ASTM International (ASTM)

ASTM D6461	*Standard Specification for Silt Fence Materials*

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM C-102

Item C-105 Mobilization

105-1 Description. This item of Work shall consist of, but is not limited to, Work and operations necessary for the movement of personnel, equipment, material, and supplies to and from the Project site for work on the Project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to 10 percent of the total Project cost.

105-3 Posted notices. Prior to commencement of construction activities, Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of Prime Contractor and by all employees of subcontractors engaged by Prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until Final Acceptance of the Work by Owner.

105-4 Engineer/RPR field office. An Engineer/RPR field office is not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

a. With first pay request, 25%.

b. When 25% or more of the original contract is earned, an additional 25%.

c. When 50% or more of the original contract is earned, an additional 40%.

d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, Paragraph 90-11, *Contractor Final Project Documentation,* and SP-48 *Project Closeout Special Provisions* the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105	Mobilization, 10%, complete, per lump sum.

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

Item C-110 Method of Estimating Percentage of Material Within Specification Limits (PWL)

110-1 General. When the specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined in accordance with this section. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within specification limits. The PWL is computed using the sample average (X) and sample standard deviation (S_n) of the specified number (n) of sublots for the lot and the specification tolerance limits, L for lower and U for upper, for the particular acceptance parameter. From these values, the respective Quality index, Q_L for Lower Quality Index and/or Q_U for Upper Quality Index, is computed and the PWL for the lot for the specified n is determined from Table 1. All specification limits specified in the technical sections shall be absolute values. Test results used in the calculations shall be to the significant figure given in the test procedure.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. The Contractor's risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. The Owner's risk is the probability that material produced at the rejectable quality level is accepted.

It is the intent of this section to inform the Contractor that, in order to consistently offset the Contractor's risk for material evaluated, production quality (using population average and population standard deviation) must be maintained at the acceptable quality specified or higher. In all cases, it is the responsibility of the Contractor to produce at quality levels that will meet the specified acceptance criteria when sampled and tested at the frequencies specified.

110-2 Method for computing PWL. The computational sequence for computing PWL is as follows:

a. Divide the lot into n sublots in accordance with the acceptance requirements of the specification.

b. Locate the random sampling position within the sublot in accordance with the requirements of the specification.

c. Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the specification.

d. Find the sample average (X) for all sublot test values within the lot by using the following formula:

$$\mathbf{X = (x_1 + x_2 + x_3 + \ldots x_n) / n}$$

Where: X = Sample average of all sublot test values within a lot

$x_1, x_2, \ldots x_n$ = Individual sublot test values

n = Number of sublot test values

e. Find the sample standard deviation (S_n) by use of the following formula:

$$\mathbf{S_n = [(d_1^2 + d_2^2 + d_3^2 + \ldots d_n^2)/(n-1)]^{1/2}}$$

Where: S_n = Sample standard deviation of the number of sublot test values in the set

$d_1, d_2, \ldots d_n$ = Deviations of the individual sublot test values $x_1, x_2, \ldots$ from the average value X

that is: $d_1 = (x_1 - X)$, $d_2 = (x_2 - X) \ldots d_n = (x_n - X)$

n = Number of sublot test values

f. For single sided specification limits (i.e., L only), compute the Lower Quality Index Q_L by use of the following formula:

$$\mathbf{Q_L = (X - L) / S_n}$$

Where: L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with Q_L, using the column appropriate to the total number (n) of measurements. If the value of Q_L falls between values shown on the table, use the next higher value of PWL.

g. For double-sided specification limits (i.e., L and U), compute the Quality Indexes Q_L and Q_U by use of the following formulas:

$$\mathbf{Q_L = (X - L) / S_n}$$
and
$$\mathbf{Q_U = (U - X) / S_n}$$

Where: L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with Q_L and Q_U, using the column appropriate to the total number (n) of measurements, and determining the percent of material above P_L and percent of material below P_U for each tolerance limit. If the values of Q_L fall between values shown on the table, use the next higher value of P_L or P_U. Determine the PWL by use of the following formula:

$$\mathbf{PWL = (P_U + P_L) - 100}$$

Where: P_L = percent within lower specification limit

P_U = percent within upper specification limit

EXAMPLE OF PWL CALCULATION

Project: Example Project

Test Item: Item P-401, Lot A.

A. PWL Determination for Mat Density.

1. Density of four random cores taken from Lot A.

A-1 = 96.60
A-2 = 97.55
A-3 = 99.30
A-4 = 98.35
n = 4

2. Calculate average density for the lot.

$X = (x_1 + x_2 + x_3 + . . . x_n) / n$
$X = (96.60 + 97.55 + 99.30 + 98.35) / 4$
X = 97.95% density

3. Calculate the standard deviation for the lot.

$S_n = \mathbf{[}((96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)^2)) / (4 - 1)\mathbf{]}^{1/2}$
$S_n = \mathbf{[}(1.82 + 0.16 + 1.82 + 0.16) / 3\mathbf{]}^{1/2}$
$S_n = 1.15$

4. Calculate the Lower Quality Index Q_L for the lot. (L=96.3)

$Q_L = (X - L) / S_n$
$Q_L = (97.95 - 96.30) / 1.15$
$Q_L = 1.4348$

5. Determine PWL by entering Table 1 with Q_L= 1.44 and n= 4.

PWL = 98

B. PWL Determination for Air Voids.

1. Air Voids of four random samples taken from Lot A.

A-1 = 5.00
A-2 = 3.74
A-3 = 2.30
A-4 = 3.25

2. Calculate the average air voids for the lot.

$X = (x_1 + x_2 + x_3 . . . n) / n$
$X = (5.00 + 3.74 + 2.30 + 3.25) / 4$
X = 3.57%

3. Calculate the standard deviation S_n for the lot.

$S_n = [((3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2) / (4 - 1)]^{1/2}$

$S_n = [(2.04 + 0.03 + 1.62 + 0.10) / 3]^{1/2}$

$S_n = 1.12$

4. Calculate the Lower Quality Index Q_L for the lot. (L= 2.0)

$Q_L = (X - L) / S_n$

$Q_L = (3.57 - 2.00) / 1.12$

$Q_L = 1.3992$

5. Determine P_L by entering Table 1 with $Q_L = 1.41$ and n = 4.

$P_L = 97$

6. Calculate the Upper Quality Index Q_U for the lot. (U= 5.0)

$Q_U = (U - X) / S_n$

$Q_U = (5.00 - 3.57) / 1.12$

$Q_U = 1.2702$

7. Determine P_U by entering Table 1 with $Q_U = 1.29$ and n = 4.

$P_U = 93$

8. Calculate Air Voids PWL

$PWL = (P_L + P_U) - 100$

$PWL = (97 + 93) - 100 = 90$

EXAMPLE OF OUTLIER CALCULATION (REFERENCE ASTM E178)

Project: Example Project

Test Item: Item P-401, Lot A.

A. Outlier Determination for Mat Density.

1. Density of four random cores taken from Lot A arranged in descending order.

A-3 = 99.30

A-4 = 98.35

A-2 = 97.55

A-1 = 96.60

2. From ASTM E178, Table 1, for n=4 an upper 5% significance level, the critical value for test criterion = 1.463.

3. Use average density, standard deviation, and test criterion value to evaluate density measurements.

a. For measurements greater than the average:

If (measurement - average)/(standard deviation) is less than test criterion, then the measurement is not considered an outlier.

For A-3, check if (99.30 - 97.95) / 1.15 is greater than 1.463.

Since 1.174 is less than 1.463, the value is not an outlier.

b. For measurements less than the average:

If (average - measurement)/(standard deviation) is less than test criterion, then the measurement is not considered an outlier.

For A-1, check if (97.95 - 96.60) / 1.15 is greater than 1.463.

Since 1.435 is less than 1.463, the value is not an outlier.

Note: In this example, a measurement would be considered an outlier if the density were:

Greater than (97.95 + 1.463 × 1.15) = 99.63%

OR

less than (97.95 - 1.463 × 1.15) = 96.27%.

Table 1. Table for Estimating Percent of Lot Within Limits (PWL)

Percent Within Limits (P_L and P_U)	Positive Values of Q (Q_L and Q_U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520	1.9994	2.0362
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053	1.8379	1.8630
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993	1.7235	1.7420
96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127	1.6313	1.6454
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381	1.5525	1.5635
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4717	1.4829	1.4914
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112	1.4199	1.4265
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554	1.3620	1.3670
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032	1.3081	1.3118
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541	1.2576	1.2602
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075	1.2098	1.2115
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630	1.1643	1.1653
87	1.0597	1.1100	1.1173	1.1192	1.1199	1.1204	1.1208	1.1212
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794	1.0791	1.0789
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399	1.0389	1.0382
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015	1.0000	0.9990
83	0.9939	0.9900	0.9785	0.9715	0.9671	0.9643	0.9624	0.9610
82	0.9749	0.9600	0.9452	0.9367	0.9315	0.9281	0.9258	0.9241
81	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928	0.8901	0.8882
80	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583	0.8554	0.8533
79	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245	0.8214	0.8192
78	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915	0.7882	0.7858
77	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590	0.7556	0.7531
76	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271	0.7236	0.7211
75	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958	0.6922	0.6896
74	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649	0.6613	0.6587
73	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344	0.6308	0.6282
72	0.7360	0.6600	0.6316	0.6176	0.6095	0.6044	0.6008	0.5982
71	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747	0.5712	0.5686
70	0.6787	0.6000	0.5719	0.5582	0.5504	0.5454	0.5419	0.5394
69	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164	0.5130	0.5105
68	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877	0.4844	0.4820
67	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592	0.4560	0.4537
66	0.5563	0.4800	0.4545	0.4424	0.4355	0.4310	0.4280	0.4257
65	0.5242	0.4500	0.4255	0.4139	0.4073	0.4030	0.4001	0.3980
64	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753	0.3725	0.3705
63	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477	0.3451	0.3432
62	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203	0.3179	0.3161
61	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931	0.2908	0.2892
60	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660	0.2639	0.2624
59	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391	0.2372	0.2358
58	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122	0.2105	0.2093
57	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855	0.1840	0.1829
56	0.2164	0.1800	0.1688	0.1636	0.1607	0.1588	0.1575	0.1566

Percent Within Limits (P_L and P_U)	Positive Values of Q (Q_L and Q_U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
55	0.1806	0.1500	0.1406	0.1363	0.1338	0.1322	0.1312	0.1304
54	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057	0.1049	0.1042
53	0.1087	0.0900	0.0843	0.0817	0.0802	0.0793	0.0786	0.0781
52	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528	0.0524	0.0521
51	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264	0.0262	0.0260
50	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Percent Within Limits (P_L and P_U)	Negative Values of Q (Q_L and Q_U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
49	-0.0363	-0.0300	-0.0281	-0.0272	-0.0267	-0.0264	-0.0262	-0.0260
48	-0.0725	-0.0600	-0.0562	-0.0544	-0.0534	-0.0528	-0.0524	-0.0521
47	-0.1087	-0.0900	-0.0843	-0.0817	-0.0802	-0.0793	-0.0786	-0.0781
46	-0.1447	-0.1200	-0.1125	-0.1090	-0.1070	-0.1057	-0.1049	-0.1042
45	-0.1806	-0.1500	-0.1406	-0.1363	-0.1338	-0.1322	-0.1312	-0.1304
44	-0.2164	-0.1800	-0.1688	-0.1636	-0.1607	-0.1588	-0.1575	-0.1566
43	-0.2519	-0.2100	-0.1971	-0.1911	-0.1877	-0.1855	-0.1840	-0.1829
42	-0.2872	-0.2400	-0.2254	-0.2186	-0.2147	-0.2122	-0.2105	-0.2093
41	-0.3222	-0.2700	-0.2537	-0.2461	-0.2418	-0.2391	-0.2372	-0.2358
40	-0.3568	-0.3000	-0.2822	-0.2738	-0.2691	-0.2660	-0.2639	-0.2624
39	-0.3911	-0.3300	-0.3107	-0.3016	-0.2964	-0.2931	-0.2908	-0.2892
38	-0.4251	-0.3600	-0.3392	-0.3295	-0.3239	-0.3203	-0.3179	-0.3161
37	-0.4586	-0.3900	-0.3679	-0.3575	-0.3515	-0.3477	-0.3451	-0.3432
36	-0.4916	-0.4200	-0.3967	-0.3856	-0.3793	-0.3753	-0.3725	-0.3705
35	-0.5242	-0.4500	-0.4255	-0.4139	-0.4073	-0.4030	-0.4001	-0.3980
34	-0.5563	-0.4800	-0.4545	-0.4424	-0.4355	-0.4310	-0.4280	-0.4257
33	-0.5878	-0.5100	-0.4836	-0.4710	-0.4638	-0.4592	-0.4560	-0.4537
32	-0.6187	-0.5400	-0.5129	-0.4999	-0.4924	-0.4877	-0.4844	-0.4820
31	-0.6490	-0.5700	-0.5423	-0.5290	-0.5213	-0.5164	-0.5130	-0.5105
30	-0.6787	-0.6000	-0.5719	-0.5582	-0.5504	-0.5454	-0.5419	-0.5394
29	-0.7077	-0.6300	-0.6016	-0.5878	-0.5798	-0.5747	-0.5712	-0.5686
28	-0.7360	-0.6600	-0.6316	-0.6176	-0.6095	-0.6044	-0.6008	-0.5982
27	-0.7636	-0.6900	-0.6617	-0.6477	-0.6396	-0.6344	-0.6308	-0.6282
26	-0.7904	-0.7200	-0.6921	-0.6781	-0.6701	-0.6649	-0.6613	-0.6587
25	-0.8165	-0.7500	-0.7226	-0.7089	-0.7009	-0.6958	-0.6922	-0.6896
24	-0.8417	-0.7800	-0.7535	-0.7401	-0.7322	-0.7271	-0.7236	-0.7211
23	-0.8662	-0.8100	-0.7846	-0.7716	-0.7640	-0.7590	-0.7556	-0.7531
22	-0.8897	-0.8400	-0.8160	-0.8036	-0.7962	-0.7915	-0.7882	-0.7858
21	-0.9124	-0.8700	-0.8478	-0.8360	-0.8291	-0.8245	-0.8214	-0.8192
20	-0.9342	-0.9000	-0.8799	-0.8690	-0.8625	-0.8583	-0.8554	-0.8533
19	-0.9550	-0.9300	-0.9123	-0.9025	-0.8966	-0.8928	-0.8901	-0.8882
18	-0.9749	-0.9600	-0.9452	-0.9367	-0.9315	-0.9281	-0.9258	-0.9241
17	-0.9939	-0.9900	-0.9785	-0.9715	-0.9671	-0.9643	-0.9624	-0.9610
16	-1.0119	-1.0200	-1.0124	-1.0071	-1.0037	-1.0015	-1.0000	-0.9990
15	-1.0288	-1.0500	-1.0467	-1.0435	-1.0413	-1.0399	-1.0389	-1.0382
14	-1.0448	-1.0800	-1.0817	-1.0808	-1.0800	-1.0794	-1.0791	-1.0789
13	-1.0597	-1.1100	-1.1173	-1.1192	-1.1199	-1.1204	-1.1208	-1.1212
12	-1.0736	-1.1400	-1.1537	-1.1587	-1.1613	-1.1630	-1.1643	-1.1653
11	-1.0864	-1.1700	-1.1909	-1.1995	-1.2043	-1.2075	-1.2098	-1.2115
10	-1.0982	-1.2000	-1.2290	-1.2419	-1.2492	-1.2541	-1.2576	-1.2602
9	-1.1089	-1.2300	-1.2683	-1.2860	-1.2964	-1.3032	-1.3081	-1.3118
8	-1.1184	-1.2600	-1.3088	-1.3323	-1.3461	-1.3554	-1.3620	-1.3670
7	-1.1269	-1.2900	-1.3508	-1.3810	-1.3991	-1.4112	-1.4199	-1.4265
6	-1.1342	-1.3200	-1.3946	-1.4329	-1.4561	-1.4717	-1.4829	-1.4914
5	-1.1405	-1.3500	-1.4407	-1.4887	-1.5181	-1.5381	-1.5525	-1.5635
4	-1.1456	-1.3800	-1.4897	-1.5497	-1.5871	-1.6127	-1.6313	-1.6454

Percent Within Limits (P_L and P_U)	Negative Values of Q (Q_L and Q_U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
3	-1.1496	-1.4100	-1.5427	-1.6181	-1.6661	-1.6993	-1.7235	-1.7420
2	-1.1524	-1.4400	-1.6016	-1.6982	-1.7612	-1.8053	-1.8379	-1.8630
1	-1.1541	-1.4700	-1.6714	-1.8008	-1.8888	-1.9520	-1.9994	-2.0362

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM E178 Standard Practice for Dealing with Outlying Observations

END OF ITEM C-110

Item P-101 Preparation/Removal of Existing Pavements

DESCRIPTION

101-1 This item shall consist of removal of asphaltic and concrete existing pavement and other miscellaneous items. The Work shall be accomplished in accordance with these Specifications and the applicable Plans.

EQUIPMENT AND MATERIALS

101-2 All equipment and materials shall be specified here and in the following paragraphs or approved by the Resident Project Representative (RPR). The equipment shall not cause damage to the pavement to remain in place.

CONSTRUCTION

101-3.1 Removal of existing pavement.

Contractor's removal operation shall be controlled to not damage adjacent pavement structure, and base material, cables, utility ducts, pipelines, or drainage structures which are to remain under the pavement.

a. Concrete pavement removal. Full depth saw cuts shall be made perpendicular to the slab surface. Where the perimeter of the removal limits is not located on the joint, the perimeter shall be saw cut the full depth of the pavement. The pavement inside the saw cut shall be removed by methods which will not cause distress in the pavement which is to remain in place. Removed concrete paving material is to be disposed off of airport site.

The edge of existing pavement shall be protected from damage at all times. Adjacent areas damaged shall be repaired or replaced at Contractor's expense.

b. Asphalt pavement removal. Asphalt pavement to be removed shall be cut to the full depth of the asphalt pavement around the perimeter of the area to be removed. Removed material is to be removed from the airport site.

At certain locations noted on the Plans, existing asphalt shall be removed that surrounds existing runway threshold lights and manholes. However, the base material beneath the asphalt shall remain in place. This concept minimizes construction impact to the existing threshold lights.

c. Repair or removal of Base. All material including base course shall be removed at dimensional limits per the Project Plans. Materials and methods of construction shall comply with the applicable Sections of these Specifications. Any damage caused by Contractor's removal process shall be repaired at Contractor's expense. Per 101-3.1.b, existing base material in threshold light areas shall remain in place.

101-3.2 Preparation of joints and cracks prior to overlay/surface treatment. Not Used.

101-3.3 Removal of Foreign Substances/contaminates. Not Used.

101-3.4 Concrete spall or failed asphaltic concrete pavement repair. Not Used.

101-3.5 Cold milling. Not Used.

101-3.6. Preparation of asphalt pavement surfaces prior to surface treatment. Not Used.

101-3.7 Maintenance. Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by the RPR. The surface shall be kept clean and free from foreign material. The pavement shall be properly drained at all times. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at Contractor's expense.

101-3.8 Preparation of Joints in Rigid Pavement prior to resealing. Not Used.

101-3.8.1 Removal of Existing Joint Sealant. Not Used.

101-3.8.2 Cleaning prior to sealing. Not Used.

101-3.8.3 Joint sealant. Not Used.

101-3.9 Preparation of Cracks in Flexible Pavement prior to sealing. Not Used.

101-3.9.1 Preparation of Crack. Not Used.

101-3.9.2 Removal of Existing Crack Sealant. Not Used.

101-3.9.3 Crack Sealant. Not Used.

101-3.9.4 Removal of Pipe and other Buried Structures.

a. **Removal of Existing Pipe Material.** Not Used.
b. **Removal of Inlets/Manholes.** Not Used.

METHOD OF MEASUREMENT

101-4.1 Pavement removal (Asphaltic or Concrete). The unit of measurement for pavement removal shall be the number of square yards removed by Contractor. Any pavement removed outside the limits of removal because the pavement was damaged by negligence on the part of Contractor shall not be included in the measurement for payment. No direct measurement or payment shall be made for saw cutting. Saw cutting shall be incidental to pavement removal.

BASIS OF PAYMENT

101-5.1 Payment. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Item P 101-5.1a	Remove Existing Asphaltic Pavement, complete, per square yard.
Item P 101-5.1b	Remove Existing Concrete Pavement, complete, per square yard.

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5380-6	Guidelines and Procedures for Maintenance of Airport Pavements.

ASTM International (ASTM)

ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

END OF ITEM P-101

Item P-152 Excavation, Subgrade, and Embankment

DESCRIPTION

152-1.1 This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate areas as well as other areas for drainage, building construction, parking, or other purposes in accordance with these Specifications and in conformity to the dimensions and typical sections shown on the Plans.

152-1.2 Classification. All material excavated shall be classified as defined below:

a. Unclassified excavation. Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature.

152-1.3 Unsuitable excavation. Unsuitable material shall be disposed off airport property. Materials containing grass, weeds, vegetable, or organic matter, such as muck, peat, organic silt, or sod shall be considered unsuitable for use in embankment construction. Material suitable for topsoil may be used on the embankment slope when approved by the RPR.

CONSTRUCTION METHODS

152-2.1 General. Before beginning excavation, grading, and embankment operations in any area, the area shall be cleared or cleared to remove grass, weeds, and other organic matter.

The suitability of material to be placed in embankments shall be subject to approval by the RPR. All unsuitable material shall be disposed off Airport property.

When Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and the RPR notified per Section 70, Paragraph 70-20. At the direction of the RPR, Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Areas outside the limits of the pavement areas where the top layer of soil has become compacted by hauling or other Contractor activities shall be scarified and disked to a depth of 4 inches, to loosen and pulverize the soil. Stones or rock fragments larger than 4 inches in their greatest dimension will not be permitted in the top 6 inches of the subgrade.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, Contractor shall notify the RPR, who shall arrange for their removal if necessary. Contractor, at their own expense, shall satisfactorily repair or pay the cost of all damage to such facilities or structures that may result from any of Contractor's operations during the period of the Contract.

a. Blasting. Blasting shall not be allowed.

152-2.2 Excavation. No excavation shall be started until the work has been staked out by Contractor, and the RPR has obtained from Contractor, verification survey shots of the elevations and measurements of the ground surface. Contractor and RPR shall agree that the original ground lines shown on the original topographic mapping are accurate or agree to any adjustments made to the original ground lines.

All areas to be excavated shall be stripped of vegetation and topsoil. Topsoil shall be stockpiled for future use in areas designated on the Plans or by the RPR. All suitable excavated material shall be used in the formation of embankment, subgrade, or other purposes **as** shown on the Plans. All unsuitable material and excess material from this Project shall be disposed off Airport property.

The grade shall be maintained so that the surface is well drained at all times.

When the volume of the excavation exceeds that required to construct the embankments to the grades as indicated on the Plans, the excess shall be disposed off Airport property. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, Contractor shall coordinate obtaining borrow material from off Airport property. (Refer to 152-2.3.)

No direct measurement for excavation. Excavation costs are considered incidental to placing subgrade embankment in lifts, compacting, discing, watering, mixing, sloping, and other operations necessary for construction of subgrade embankments. Payment for compacted embankment will be made under "embankment in-place." No direct payment will be made for excavation, borrow, or excess material disposal.

a. Selective grading. The more suitable material designated by the RPR shall be used in constructing the embankment or in capping the pavement subgrade. If, at the time of excavation, it is not possible to place this material in its final location, it shall be stockpiled in approved areas until it can be placed. The more suitable material shall then be placed and compacted as specified. Selective grading shall be considered incidental to the work involved. The cost of stockpiling and placing the material shall be included in the various pay items of work involved.

Remove base material lying under asphaltic pavement removal areas of this Project. At Contractor option, this material may be reused as subgrade embankment, or removed from Site and disposed off Airport property. This base material shall be categorized as Unclassified per 152-2.2, and no direct measurement or payment for manipulation made.

b. Undercutting. Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for safety areas, subgrades, roads, shoulders, or any areas intended for turf shall be excavated to a minimum depth of 12 inches below the subgrade or to the depth specified by the RPR. Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be disposed off the airport. The cost is incidental to this item. The excavated area shall be backfilled with suitable material obtained from the grading operations or borrow areas and compacted to specified densities. The necessary backfill will constitute a part of the embankment. Where rock cuts are made, backfill with select material.

c. Over-break. Over-break, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the RPR. All over-break shall be graded or removed by the Contractor and disposed of as directed by the RPR. The RPR shall determine if the displacement of such material was unavoidable and their own decision shall be final. Payment will not be made for the removal and disposal of over-break that the RPR determines as avoidable. Unavoidable over-break will be classified as "Unclassified Excavation."

d. Removal of utilities. The removal of existing above-ground structures and utilities required to permit the orderly progress of Work will be accomplished by someone other than Contractor. All existing foundations shall be excavated at least 2 feet below the top of subgrade or as indicated on the Plans, and the material disposed of as directed by the RPR. All foundations thus excavated shall be backfilled with suitable material and compacted as specified for embankment or as shown on the Plans.

152-2.3 Borrow excavation. There are no borrow sources within the boundaries of the airport property. Contractor shall locate and obtain borrow sources, subject to the approval of the RPR. Contractor shall notify the RPR at least 15 days prior to beginning the excavation so necessary measurements and tests can

be made by the RPR. All borrow pits shall be opened to expose the various strata of acceptable material to allow obtaining a uniform product. Borrow areas shall be drained and left in a neat, presentable condition with all slopes dressed uniformly. Borrow areas shall not create a hazardous wildlife attractant.

152-2.4 Drainage excavation. Not Used.

152-2.5 Proof rolling. Proof rolling subgrade identifies any weak areas in subgrade but is not for subgrade compaction. Before start of embankment, the "compact-in-place" subgrade layer shall be proof rolled with compaction equipment suitable to and in the presence of the RPR. Apply a minimum of two coverages, or as specified by the RPR, under pavement areas. A coverage is defined as the application of one tire print over the designated area. Soft areas of subgrade that deflect more than 1 inch or show permanent deformation greater than 1 inch shall be removed and replaced with suitable material or reworked to conform to the moisture content and compaction requirements in accordance with these Specifications. Removal and replacement of soft areas as incidental to this item. The "compact-in-place" Layer shall then be compacted per 152-2.7.

152-2.6 Preparation of cut areas or areas where existing pavement has been removed. In those areas on which a subbase or base course is to be placed, the top 12 inches (two each, 6 inch compacted layers) of subgrade shall be compacted to not less than 95% of maximum density for cohesive soils as determined by ASTM D1557. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

152-2.7 Preparation of embankment area. All sod and vegetative matter shall be removed from the surface upon which the embankment is to be placed. The compact-in-place surface shall be broken up by plowing or scarifying to a minimum depth of 6 inches and shall then be compacted per Paragraph 152-2.10.

152-2.8 Control Strip. Not Used.

152-2.9 Formation of embankments. The material shall be constructed in lifts of no more than 6 inches of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the Plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. Contractor shall rework, re-compact and retest any material placed which does not meet the Specifications.

The lifts shall be placed, to produce a soil structure as shown on the typical cross-section or as directed by the RPR. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained due to rain, freezing, or other unsatisfactory weather conditions in the field. Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. Contractor shall drag, blade, or slope the embankment to provide surface drainage at all times.

The material in each lift shall be within ±2% of optimum moisture content before rolling to obtain the prescribed compaction. The material shall be moistened or aerated as necessary to achieve a uniform moisture content throughout the lift. Natural drying may be accelerated by blending in dry material or manipulation alone to increase the rate of evaporation.

Contractor shall make the necessary corrections and adjustments in methods, materials, or moisture content to achieve the specified embankment density.

The RPR will take samples of excavated materials which will be used in embankment for testing to obtain a Moisture-Density Relations of Soils Report (Proctor) in accordance with ASTM D1557. A new Proctor shall be obtained for each soil type based on visual classification.

Density tests will be taken by the RPR for every 1,000 square yards of compacted embankment for each lift which is required to be compacted, or other appropriate frequencies as determined by the RPR.

If the material has greater than 30% retained on the 3/4-inch sieve, follow AASHTO T-180 Annex Correction of maximum dry density and optimum moisture for oversized particles.

Rolling operations shall be continued until the embankment is compacted to not less than 95% of maximum density for cohesive soils as determined by ASTM D1557. Under all areas to be paved, the embankments shall be compacted to a depth per the paving section plan details. As used in this Specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

On all areas outside of the pavement areas, no compaction will be required on the top 4 inches which shall be prepared for a seedbed in accordance with Item T-901.

The in-place field density shall be determined in accordance with ASTM 6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. The RPR shall perform all density tests. If the specified density is not attained, the area represented by the test or as designated by the RPR shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

Compaction areas shall be kept separate, and no lift shall be covered by another lift until the proper density is obtained.

During construction of the embankment, the Contractor shall route all construction equipment evenly over the entire width of the embankment as each lift is placed. Lift placement shall begin in the deepest portion of the embankment fill. As placement progresses, the lifts shall be constructed approximately parallel to the finished pavement grade line.

Stones, fragmentary rock, and recycled pavement larger than 4 inches in their greatest dimensions will not be allowed in the top 12 inches of the subgrade. Rockfill shall be brought up in lifts as specified or as directed by the RPR and the finer material shall be used to fill the voids forming a dense, compact mass.

152-2.10 Compaction requirements. The subgrade under areas to be paved shall be compacted to a depth of 12 inches and to a density of not less than 95% of the maximum dry density as determined by ASTM D1557. The subgrade in Runway 34L blast pad areas shall be compacted in maximum 6 inch lifts and to a density of not less than 90% of the maximum density as determined by ASTM D698.

The material to be compacted shall be within ±2% of optimum moisture content before being rolled to obtain the prescribed compaction (except for expansive soils). When the material has greater than 30% retained on the 3/4 inch sieve, follow the methods in ASTM D1557 for correction of maximum dry density and optimum moisture for oversized particles. Tests for moisture content and compaction will be taken at a minimum of 1,000 square yards of subgrade. All quality assurance testing shall be done by the RPR.

The in-place field density shall be determined in accordance with ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938 within 12 months prior to its use on this Contract. The gage shall be field standardized daily.

Density tests will be taken by the RPR for every 1,000 square yards of completed subgrade. If a nuclear gage is used for density determination, two random readings shall be made for each 5,000 square yards.

Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

If the specified density is not attained, the entire lot shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

All cut-and-fill slopes shall be uniformly dressed to the slope, cross-section, and alignment shown on the Plans or as directed by the RPR and the finished subgrade shall be maintained.

152-2.11 Finishing and protection of subgrade. Finishing and protection of the subgrade is incidental to this item. Grading and compacting of the subgrade shall be performed so that it will drain readily. All low areas, holes or depressions in the subgrade shall be brought to grade. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans. All ruts or rough places that develop in the completed subgrade shall be graded, re-compacted, and retested. Contractor shall protect the subgrade from damage and limit hauling over the subgrade to only traffic essential for construction purposes.

Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been accepted by the RPR.

152-2.12 Haul. All hauling will be considered a necessary and incidental part of the work. Contractor shall include the cost in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the Work.

Contractor's equipment shall not cause damage to any excavated surface, compacted lift or to the subgrade as a result of hauling operations. Any damage caused as a result of Contractor's hauling operations shall be repaired at Contractor's expense.

Contractor shall be responsible for providing, maintaining and removing any haul roads or routes within or outside of the work area, and shall return the affected areas to their former condition, unless otherwise authorized in writing by Owner. No separate payment will be made for any work or materials associated with providing, maintaining and removing haul roads or routes.

152-2.13 Surface Tolerances. In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches, reshaped and re-compacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. Contractor shall perform all final smoothness and grade checks in the presence of the RPR. Any deviation in surface tolerances shall be corrected by Contractor at Contractor’s expense.

a. Smoothness. The finished surface shall not vary more than +/- 1/2 inch when tested with a 12-foot straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot straightedge for the full length of each line on a 50-foot grid.

b. Grade. The grade and crown shall be measured on a 50-foot grid and shall be within +/-0.05 feet of the specified grade.

On safety areas, turfed areas and other designated areas within the grading limits where no subbase or base is to placed, grade shall not vary more than 0.10 feet from specified grade. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

152-2.14 Topsoil. When topsoil is specified or required as shown on the plans or under Item T-905, it shall be salvaged from stripping or other grading operations. The topsoil shall meet the requirements of Item T-905. If, at the time of excavation or stripping, the topsoil cannot be placed in its final section of finished construction, the material shall be stockpiled at approved locations. Stockpiles shall be located as shown on the Plans and the approved CSPP and shall not be placed on areas that subsequently will require any excavation or embankment fill. If, in the judgment of the RPR, it is practical to place the salvaged topsoil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further re-handling.

Upon completion of grading operations, stockpiled topsoil shall be handled and placed as shown on the Plans and as required in Item T-905. Topsoil shall be paid for as provided in Item T-905. No direct payment will be made for topsoil under Item P-152.

METHOD OF MEASUREMENT

152-3.1 Measurement for payment specified by the cubic yard shall be computed by the average end areas of design cross sections combined with the applicable plan view. Cubic yard quantities shall include a 6 inch thickness attributed to the subgrade compact-in-place layer.

152-3.2 The quantity of embankment in place shall be the number of cubic yards measured in its final position.

BASIS OF PAYMENT

152-4.1 For embankment in place, payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

Per 152-2.2 Excavation, payment for excavation will be included in the item "Embankment." Therefore, excavation and embankment shall be included in the embankment item.

Payment will be made under:

Item P-152-4.1 Embankment in place, complete, per cubic yard

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO T-180	Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop

ASTM International (ASTM)

ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN-m/m^3))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3 (2700 kN-m/m^3))
ASTM D6938	Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

Advisory Circulars (AC)

AC 150/5370-2	Operational Safety on Airports During Construction Software

Software

FAARFIELD – FAA Rigid and Flexible Iterative Elastic Layered Design

U.S. Department of Transportation

FAA RD-76-66 Design and Construction of Airport Pavements on Expansive Soils

END OF ITEM P-152

Item P-401 Asphalt Mix Pavement

DESCRIPTION

401-1.1 This item shall consist of pavement courses composed of mineral aggregate and asphalt binder mixed in a central mixing plant and placed on a prepared base or stabilized course in accordance with these Specifications and shall conform to the lines, grades, thicknesses, and typical cross-sections shown on the Plans. Each course shall be constructed to the depth, typical section, and elevation required by the Plans and shall be rolled, finished, and approved before the placement of the next course.

MATERIALS

401-2.1 Aggregate. Aggregates shall consist of crushed stone, crushed gravel, crushed slag, screenings, natural sand, and mineral filler, as required. The aggregates should have no known history of detrimental pavement staining due to ferrous sulfides, such as pyrite. Coarse aggregate is the material retained on the No. 4 sieve. Fine aggregate is the material passing the No. 4 sieve.

a. Coarse aggregate. Coarse aggregate shall consist of sound, tough, durable particles, free from films of matter that would prevent thorough coating and bonding with the asphalt material and free from organic matter and other deleterious substances. Coarse aggregate material requirements are given in the table below.

Coarse Aggregate Material Requirements

Material Test	Requirement	Standard
Resistance to Degradation	Loss: 40% maximum	ASTM C131
Soundness of Aggregates by Use of Sodium Sulfate **or** Magnesium Sulfate	Loss after 5 cycles: 12% maximum using Sodium sulfate - or - 18% maximum using magnesium sulfate	ASTM C88
Clay lumps and friable particles	0.3% maximum	ASTM C142
Percentage of Fractured Particles	For pavements designed for aircraft gross weights of 60,000 pounds (27200 kg) or more: Minimum 75% by weight of particles with at least two fractured faces and 85% with at least one fractured face[1]	ASTM D5821
Flat, Elongated, or Flat and Elongated Particles	8% maximum, by weight, of flat, elongated, or flat and elongated particles at 5:1 [2]	ASTM D4791

[1] The area of each face shall be equal to at least 75% of the smallest mid-sectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces.

[2] A flat particle is one having a ratio of width to thickness greater than five (5); an elongated particle is one having a ratio of length to width greater than five (5).

b. Fine aggregate. Fine aggregate shall consist of clean, sound, tough, durable, angular shaped particles produced by crushing stone, slag, or gravel and shall be free from coatings of clay, silt, or other objectionable matter. Natural (non-manufactured) sand may be used to obtain the gradation of the fine aggregate blend or to improve the workability of the mix. Fine aggregate material requirements are listed in the table below.

Fine Aggregate Material Requirements

Material Test	Requirement	Standard
Liquid limit	25 maximum	ASTM D4318
Plasticity Index	4 maximum	ASTM D4318
Soundness of Aggregates by Use of Sodium Sulfate **or** Magnesium Sulfate	Loss after 5 cycles: 10% maximum using Sodium sulfate - or - 15% maximum using magnesium sulfate	ASTM C88
Clay lumps and friable particles	0.3% maximum	ASTM C142
Sand equivalent	45 minimum	ASTM D2419
Natural Sand	0% to 15% maximum by weight of total aggregate	ASTM D1073

c. Sampling. ASTM D75 shall be used in sampling coarse and fine aggregate.

401-2.2 Mineral filler. Mineral filler (baghouse fines) may be added in addition to material naturally present in the aggregate. Mineral filler shall meet the requirements of ASTM D242.

Mineral Filler Requirements

Material Test	Requirement	Standard
Plasticity Index	4 maximum	ASTM D4318

401-2.3 Asphalt binder. Asphalt binder shall conform to ASTM D6373 Performance Grade (PG) 76-22.

Asphalt Binder PG Plus Test Requirements

Material Test	Requirement	Standard
Elastic Recovery	75% minimum	ASTM D6084[1]

[1] Follow Procedure B on RTFO aged binder.

.401-2.4 Anti-stripping agent. Any anti-stripping agent or additive (anti-strip) shall be heat stable and shall not change the asphalt binder grade beyond Specifications. Anti-strip shall be an approved material of the Department of Transportation of the State in which the Project is located.

COMPOSITION

401-3.1 Composition of mixture(s). The asphalt mix shall be composed of a mixture of aggregates, filler and anti-strip agent if required, and asphalt binder. The aggregate fractions shall be sized, handled in separate size groups, and combined in such proportions that the resulting mixture meets the grading requirements of the job mix formula (JMF).

401-3.2 Job mix formula (JMF) laboratory. The laboratory used to develop the JMF shall possess a current certificate of accreditation, listing D3666 from a national accrediting authority and all test methods required for developing the JMF; and be listed on the accrediting authority's website. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to the Resident Project Representative (RPR) prior to start of construction.

401-3.3 Job mix formula (JMF). No asphalt mixture shall be placed until an acceptable mix design has been submitted to the RPR for review and accepted in writing. The RPR's review shall not relieve Contractor of the responsibility to select and proportion the materials to comply with this Section.

When the Project requires asphalt mixtures of differing aggregate gradations and/or binders, a separate JMF shall be submitted for each mix. Add anti-stripping agent to meet tensile strength requirements.

The JMF shall be prepared by an accredited laboratory that meets the requirements of Paragraph 401-3.2. The asphalt mixture shall be designed using procedures contained in Asphalt Institute MS-2 Mix Design Manual, 7th Edition. Samples shall be prepared and compacted using the gyratory compactor in accordance with ASTM D6925.

Should a change in sources of materials be made, a new JMF must be submitted to the RPR for review and accepted in writing before the new material is used. After the initial production JMF has been approved by the RPR and a new or modified JMF is required for whatever reason, the subsequent cost of the new or modified JMF, including a new control strip when required by the RPR, will be borne by Contractor.

The RPR may request samples at any time for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications.

The JMF shall be submitted in writing by Contractor at least 30 days prior to the start of paving operations. The JMF shall be developed within the same construction season using aggregates proposed for Project use.

The JMF shall be dated, and stamped or sealed by the responsible professional Engineer of the laboratory and shall include the following items as a minimum:

- Manufacturer's Certificate of Analysis (COA) for the asphalt binder used in the JMF in accordance with Paragraph 401-2.3. Certificate of asphalt performance grade is with modifier already added, if used and must indicate compliance with ASTM D6373. For plant modified asphalt binder, certified test report indicating grade certification of modified asphalt binder.
- Manufacturer's Certificate of Analysis (COA) for the anti-stripping agent if used in the JMF in accordance with Paragraph 401-2.4.
- Certified material test reports for the course and fine aggregate and mineral filler in accordance with Paragraphs 401-2.1.
- Percent passing each sieve size for individual gradation of each aggregate cold feed and/or hot bin; percent by weight of each cold feed and/or hot bin used; and the total combined gradation in the JMF.
- Specific Gravity and absorption of each coarse and fine aggregate.
- Percent natural sand.

- Percent fractured faces.
- Percent by weight of flat particles, elongated particles, and flat and elongated particles (and criteria).
- Percent of asphalt.
- Number of blows or gyrations
- Laboratory mixing and compaction temperatures.
- Supplier-recommended field mixing and compaction temperatures.
- Plot of the combined gradation on a 0.45 power gradation curve.
- Graphical plots of air voids, voids in the mineral aggregate (VMA), and unit weight versus asphalt content. To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.
- Tensile Strength Ratio (TSR).
- Type and amount of Anti-strip agent when used.
- Asphalt Pavement Analyzer (APA) results.
- Date the JMF was developed. Mix designs that are not dated or which are from a prior construction season shall not be accepted.

Table 1. Asphalt Design Criteria

Test Property	Value	Test Method
Number of blows or gyrations	75	
Air voids (%)	3.5	ASTM D3203
Percent voids in mineral aggregate (VMA), minimum	See Table 2	ASTM D6995
Tensile Strength Ratio (TSR)[1]	not less than 80 at a saturation of 70-80%	ASTM D4867
Asphalt Pavement Analyzer (APA)[2]	Less than 10 mm @ 4000 passes	AASHTO T340 at 250 psi hose pressure at 64°C test temperature

[1] Test specimens for TSR shall be compacted at 7 ± 1.0 % air voids. In areas subject to freeze-thaw, use freeze-thaw conditioning in lieu of moisture conditioning per ASTM D4867.

[2] AASHTO T340 at 100 psi hose pressure at 64°C test temperature may be used in the interim. If this method is used the required Value shall be less than 5 mm @ 8000 passes.

The mineral aggregate shall be of such size that the percentage composition by weight, as determined by laboratory sieves, will conform to the gradation or gradations specified in Table 2 when tested in accordance with ASTM C136 and ASTM C117.

The gradations in Table 2 represent the limits that shall determine the suitability of aggregate for use from the sources of supply; be well graded from coarse to fine and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve, or vice versa.

Table 2. Aggregate - Asphalt Pavements

Sieve Size	Percentage by Weight Passing Sieve
1 inch	--
3/4 inch	100
1/2 inch	90-100
3/8 inch	72-88
No. 4	53-73
No. 8	38-60
No. 16	26-48
No. 30	18-38
No. 50	11-27
No. 100	6-18
No. 200	3-6
Minimum Voids in Mineral Aggregate (VMA)[1]	15.0
Asphalt Percent:	
Stone or gravel	5.0-7.5
Recommended Minimum Construction Lift Thickness	2 inches

[1]To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.

The aggregate gradations shown are based on aggregates of uniform specific gravity. The percentages passing the various sieves shall be corrected when aggregates of varying specific gravities are used, as indicated in the Asphalt Institute MS-2 Mix Design Manual, 7th Edition.

401-3.4 Reclaimed asphalt pavement (RAP). RAP shall not be used.

401-3.5 Control Strip. Full production shall not begin until an acceptable control strip has been constructed and accepted in writing by the RPR**.** Contractor shall prepare and place a quantity of asphalt according to the JMF. The underlying grade or pavement structure upon which the control strip is to be constructed shall be the same as the remainder of the course represented by the control strip.

Contractor will not be allowed to place the control strip until Contractor quality control program (CQCP), showing conformance with the requirements of Paragraph 401-5.1, has been accepted, in writing, by Engineer.

The control strip will consist of at least 250 tons or 1/2 sublot, whichever is greater. The control strip shall be placed in two lanes of the same width and depth to be used in production with a longitudinal cold joint. The cold joint must be cut back in accordance with Paragraph 401-4.14 using the same procedure that will be used during production. The cold joint for the control strip will be an exposed construction joint at least four (4) hours old or when the mat has cooled to less than 160°F. The equipment used in construction of the control strip shall be the same type, configuration, and weight to be used on the Project.

The control strip will be considered acceptable by the RPR if the gradation, asphalt content, and VMA are within the action limits specified in Paragraph 401-5.5a; and Mat density, air voids, and joint density meet the requirements specified in Paragraphs 401-6.2.

If the control strip is unacceptable, necessary adjustments to the JMF, plant operation, placing procedures, and/or rolling procedures shall be made and another control strip shall be placed. Unacceptable control strips shall be removed at Contractor's expense.

Payment will only be made for an acceptable control strip in accordance with Paragraph 401-8.1 using a lot pay factor equal to 100.

CONSTRUCTION METHODS

401-4.1 Weather limitations. The asphalt shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than specified in Table 4. The temperature requirements may be waived by the RPR, if requested; however, all other requirements including compaction shall be met.

Table 4. Surface Temperature Limitations of Underlying Course

Mat Thickness	Base Temperature (Minimum)	
	°F	°C
3 inches or greater	40 [1]	4
Greater than 2 inches but less than 3 inches	45	7

401-4.2 Asphalt plant. Plants used for the preparation of asphalt shall conform to the requirements of American Association of State Highway and Transportation Officials (AASHTO) M156 including the following items.

a. Inspection of plant. The RPR, or RPR's authorized representative, shall have access, at all times, to all areas of the plant for checking adequacy of equipment; inspecting operation of the plant: verifying weights, proportions, and material properties; and checking the temperatures maintained in the preparation of the mixtures.

b. Storage bins and surge bins. The asphalt mixture stored in storage and/or surge bins shall meet the same requirements as asphalt mixture loaded directly into trucks. Asphalt mixture shall not be stored in storage and/or surge bins for a period greater than twelve (12) hours. If the RPR determines there is an excessive heat loss, segregation, or oxidation of the asphalt mixture due to temporary storage, temporary storage shall not be allowed.

401-4.3 Aggregate stockpile management. Aggregate stockpiles shall be constructed in a manner that prevents segregation and intermixing of deleterious materials. Aggregates from different sources shall be stockpiled, weighed, and batched separately at the asphalt batch plant. Aggregates that have become segregated or mixed with earth or foreign material shall not be used.

A continuous supply of materials shall be provided to the work to ensure continuous placement.

401-4.4 Hauling equipment. Trucks used for hauling asphalt shall have tight, clean, and smooth metal beds. To prevent the asphalt from sticking to the truck beds, the truck beds shall be lightly coated with a minimum amount of paraffin oil, lime solution, or other material approved by the RPR. Petroleum products shall not be used for coating truck beds. Each truck shall have a suitable cover to protect the mixture from adverse weather. When necessary, to ensure that the mixture will be delivered to the site at the specified temperature, truck beds shall be insulated or heated, and covers shall be securely fastened.

401-4.4.1 Material transfer vehicle (MTV). Material transfer vehicles used to transfer the material from the hauling equipment to the paver, shall use a self-propelled, material transfer vehicle with a swing conveyor that can deliver material to the paver without making contact with the paver. The MTV shall be able to move back and forth between the hauling equipment and the paver providing material transfer to the paver, while allowing the paver to operate at a constant speed. The Material Transfer Vehicle will have remixing and storage capability to prevent physical and thermal segregation.

401-4.5 Asphalt pavers. Asphalt pavers shall be self-propelled with an activated heated screed, capable of spreading and finishing courses of asphalt that will meet the specified thickness, smoothness, and grade. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface. The asphalt paver shall be equipped with a control system capable of automatically maintaining the specified screed grade and elevation.

If the spreading and finishing equipment in use leaves tracks or indented areas or produces other blemishes in the pavement that are not satisfactorily corrected by the scheduled operations, the use of such equipment shall be discontinued.

The paver shall be capable of paving to a minimum width specified in Paragraph 401-4.12.

401-4.6 Rollers. The number, type, and weight of rollers shall be sufficient to compact the asphalt to the required density while it is still in a workable condition without crushing of the aggregate, depressions, or other damage to the pavement surface. Rollers shall be in good condition, clean, and capable of operating at slow speeds to avoid displacement of the asphalt. All rollers shall be specifically designed and suitable for compacting asphalt concrete and shall be properly used. Rollers that impair the stability of any layer of a pavement structure or underlying soils shall not be used.

401-4.7 Density device. Contractor shall have on site a density gauge during all paving operations in order to assist in the determination of the optimum rolling pattern, type of roller and frequencies, as well as to monitor the effect of the rolling operations during production paving. Contractor shall supply a qualified technician during all paving operations to calibrate the gauge and obtain accurate density readings for all new asphalt. These densities shall be supplied to the RPR upon request at any time during construction. No separate payment will be made for supplying the density gauge and technician.

401-4.8 Preparation of asphalt binder. The asphalt binder shall be heated in a manner that will avoid local overheating and provide a continuous supply of the asphalt binder to the mixer at a uniform temperature. The temperature of unmodified asphalt binder delivered to the mixer shall be sufficient to provide a suitable viscosity for adequate coating of the aggregate particles but shall not exceed 325°F when added to the aggregate. The temperature of modified asphalt binder shall be no more than 350°F when added to the aggregate.

401-4.9 Preparation of mineral aggregate. The aggregate for the asphalt shall be heated and dried. The maximum temperature and rate of heating shall be such that no damage occurs to the aggregates. The temperature of the aggregate and mineral filler shall not exceed 350°F when the asphalt binder is added. Particular care shall be taken that aggregates high in calcium or magnesium content are not damaged by overheating. The temperature shall not be lower than is required to obtain complete coating and uniform distribution on the aggregate particles and to provide a mixture of satisfactory workability.

401-4.10 Preparation of Asphalt mixture. The aggregates and the asphalt binder shall be weighed or metered and mixed in the amount specified by the JMF. The combined materials shall be mixed until the aggregate obtains a uniform coating of asphalt binder and is thoroughly distributed throughout the mixture. Wet mixing time shall be the shortest time that will produce a satisfactory mixture, but not less than 25 seconds for batch plants. The wet mixing time for all plants shall be established by the Contractor, based on the procedure for determining the percentage of coated particles described in ASTM D2489, for each individual plant and for each type of aggregate used. The wet mixing time will be set to achieve 95% of coated particles. For continuous mix plants, the minimum mixing time shall be determined by dividing the

weight of its contents at operating level by the weight of the mixture delivered per second by the mixer. The moisture content of all asphalt upon discharge shall not exceed 0.5%.

401-4.11 Application of Tack Coat to underlying asphalt course. Immediately before placing the asphalt mixture, the underlying course shall be cleaned of all dust and debris.

A tack coat shall be applied in accordance with Item P-603 to all vertical and horizontal asphalt and concrete surfaces prior to placement of the first and each subsequent lift of asphalt mixture.

401-4.12 Laydown plan, transporting, placing, and finishing. Prior to the placement of the asphalt, Contractor shall prepare a laydown plan with the sequence of paving lanes and width to minimize the number of cold joints; the location of any temporary ramps; laydown temperature; and estimated time of completion for each portion of the Work (milling, paving, rolling, cooling, etc.). The laydown plan and any modifications shall be approved by the RPR.

Deliveries shall be scheduled so that placing and compacting of asphalt is uniform with minimum stopping and starting of the paver. Hauling over freshly placed material shall not be permitted until the material has been compacted, as specified, and allowed to cool to approximately ambient temperature. Contractor, at their expense, shall be responsible for repair of any damage to the pavement caused by hauling operations.

Contractor shall survey each lift of asphalt surface course and certify to RPR that every lot of each lift meets the grade tolerances of Paragraph 401-6.2d before the next lift can be placed.

Edges of existing asphalt pavement abutting the new work shall be saw cut and the cut off material and laitance removed. Apply a tack coat in accordance with Item P-603 before new asphalt material is placed against it.

The speed of the paver shall be regulated to eliminate pulling and tearing of the asphalt mat. Placement of the asphalt mix shall begin along the centerline of a crowned section or on the high side of areas with a one way slope unless shown otherwise on the laydown plan as accepted by the RPR. The asphalt mix shall be placed in consecutive adjacent lanes having a minimum width of **10** feet except where edge lanes require less width to complete the area. Additional screed sections attached to widen the paver to meet the minimum lane width requirements must include additional auger sections to move the asphalt mixture uniformly along the screed extension.

The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least 1 foot; however, the joint in the surface top course shall be at the centerline of crowned pavements. Transverse joints in one course shall be offset by at least 10 feet from transverse joints in the previous course. Transverse joints in adjacent lanes shall be offset a minimum of 10 feet.On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the asphalt may be spread and luted by hand tools.

The RPR may at any time, reject any batch of asphalt, on the truck or placed in the mat, which is rendered unfit for use due to contamination, segregation, incomplete coating of aggregate, or overheated asphalt mixture. Such rejection may be based on only visual inspection or temperature measurements. In the event of such rejection, Contractor may take a representative sample of the rejected material in the presence of the RPR, and if it can be demonstrated in the laboratory, in the presence of the RPR, that such material was erroneously rejected, payment will be made for the material at the contract unit price.

Areas of segregation in the surface course, as determined by the RPR, shall be removed, and replaced at Contractor's expense. The area shall be removed by saw cutting and milling a minimum of the construction lift thickness as specified in Paragraph 401-3.3, Table 2 for the approved mix design. The area to be removed and replaced shall be a minimum width of the paver and a minimum of 10 feet long.

401-4.13 Compaction of asphalt mixture. After placing, the asphalt mixture shall be thoroughly and uniformly compacted by self-propelled rollers. The surface shall be compacted as soon as possible when the asphalt has attained sufficient stability so that the rolling does not cause undue displacement, cracking,

or shoving. The sequence of rolling operations and the type of rollers used shall be at the discretion of Contractor. The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any surface defects and/or displacement occurring as a result of the roller, or from any other cause, shall be corrected at Contractor's expense.

Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross-section, and the required field density is obtained. To prevent adhesion of the asphalt to the roller, the wheels shall be equipped with a scraper and kept moistened with water, as necessary.

In areas not accessible to the roller, the mixture shall be thoroughly compacted with approved power tampers.

Any asphalt that becomes loose and broken, mixed with dirt, contains check-cracking, or in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This Work shall be done at Contractor's expense. Skin patching shall not be allowed.

401-4.14 Joints. The formation of all joints shall be made to ensure a continuous bond between the courses and obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade.

The roller shall not pass over the unprotected end of the freshly laid asphalt except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing the adjacent lane. In both methods, all contact surfaces shall be coated with an asphalt tack coat before placing any fresh asphalt against the joint.

Longitudinal joints which have been left exposed for more than four (4) hours; the surface temperature has cooled to less than 175°F; or are irregular, damaged, uncompacted or otherwise defective shall be cut back with a cutting wheel or pavement saw a maximum of 3 inches to expose a clean, sound, uniform vertical surface for the full depth of the course. All cutback material and any laitance produced from cutting joints shall be removed from the Project. Asphalt tack coat in accordance with Item P-603 shall be applied to the clean, dry joint prior to placing any additional fresh asphalt against the joint. The cost of this cold joint work shall be considered incidental to the cost of the asphalt.

401-4.15 Saw-cut grooving. Saw-cut grooving is not required.

401-4.16 Diamond grinding. Diamond grinding shall be completed prior to pavement grooving. Diamond grinding shall be accomplished by sawing with saw blades impregnated with industrial diamond abrasive.

Diamond grinding shall be performed with a machine designed specifically for diamond grinding capable of cutting a path at least 3 feet wide. The saw blades shall be 1/8-inch wide with a sufficient number of blades to create grooves between 0.090 and 0.130 inches wide; and peaks and ridges approximately 1/32 inch higher than the bottom of the grinding cut. The actual number of blades will be determined by Contractor and depend on the hardness of the aggregate. Equipment or grinding procedures that cause ravels, aggregate fractures, spalls, or disturbance to the pavement will not be permitted. Contractor shall demonstrate to the RPR that the grinding equipment will produce satisfactory results prior to making corrections to surfaces. Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding. The slurry resulting from the grinding operation shall be continuously removed and the pavement left in a clean condition. Contractor shall apply a surface treatment per Item P-608 to all areas that have been subject to grinding.

401-4.17 Nighttime paving requirements. Contractor shall provide adequate lighting during any nighttime construction. A lighting plan shall be submitted by Contractor and approved by the RPR prior to the start of any nighttime work. All Work shall be in accordance with the approved CSPP and lighting plan.

CONTRACTOR QUALITY CONTROL (CQC)

401-5.1 General. Contractor shall develop a Contractor Quality Control Program (CQCP) in accordance with Item C-100. No partial payment will be made for materials without an approved CQCP.

401-5.2 Contractor quality control (QC) facilities. Contractor shall provide or contract for testing facilities in accordance with Item C-100. The RPR shall be permitted unrestricted access to inspect Contractor's QC facilities and witness QC activities. The RPR will advise Contractor in writing of any noted deficiencies concerning the QC facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting the test results, the incorporation of the materials into the Work shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected.

401-5.3 Contractor QC testing. Contractor shall perform all QC tests necessary to control the production and construction processes applicable to these specifications and as set forth in the approved CQCP. The testing program shall include, but not necessarily be limited to, tests for the control of asphalt content, aggregate gradation, temperatures, aggregate moisture, field compaction, and surface smoothness. A QC Testing Plan shall be developed as part of the CQCP.

a. Asphalt content. A minimum of two tests shall be performed per day in accordance with ASTM D6307 or ASTM D2172 for determination of asphalt content. When using ASTM D6307, the correction factor shall be determined as part of the first test performed at the beginning of plant production; and as part of every tenth test performed thereafter. The asphalt content for the day will be determined by averaging the test results.

b. Gradation. Aggregate gradations shall be determined a minimum of twice per day from mechanical analysis of extracted aggregate in accordance with ASTM D5444, ASTM C136, and ASTM C117.

c. Moisture content of aggregate. The moisture content of aggregate used for production shall be determined a minimum of once per day in accordance with ASTM C566.

d. Moisture content of asphalt. The moisture content shall be determined once per day in accordance with AASHTO T329 or ASTM D1461.

e. Temperatures. Temperatures shall be checked, at least four times per day, at necessary locations to determine the temperatures of the dryer, the asphalt binder in the storage tank, the asphalt at the plant, and the asphalt at the job site.

f. In-place density monitoring. Contractor shall conduct any necessary testing to ensure that the specified density is being achieved. A nuclear gauge may be used to monitor the pavement density in accordance with ASTM D2950.

g. Smoothness for Contractor Quality Control.

Contractor shall perform smoothness testing in transverse and longitudinal directions daily to verify that the construction processes are producing pavement with variances less than 1/4 inch in 12 feet, identifying areas that may pond water which could lead to hydroplaning of aircraft. If the smoothness criteria is not met, appropriate changes and corrections to the construction process shall be made by Contractor before construction continues

Contractor may use a 12-foot straightedge or a rolling inclinometer meeting the requirements of ASTM E2133. Straight-edge testing shall start with one-half the length of the straightedge at the edge of pavement section being tested and then moved ahead one-half the length of the straightedge for each successive measurement. Testing shall be continuous across all joints. The surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length and measuring the maximum gap between the straightedge and the pavement surface in the area between the two high points. If the rolling inclinometer

is used, the data may be evaluated using the FAA profile program, ProFAA, using the 12-foot straightedge simulation function.

Smoothness readings shall not be made across grade changes or cross slope transitions. The transition between new and existing pavement shall be evaluated separately for conformance with the Plans.

(1) Transverse measurements. Transverse measurements shall be taken for each day's production placed. Transverse measurements shall be taken perpendicular to the pavement centerline each 50 feet or more often as determined by the RPR. The joint between lanes shall be tested separately to facilitate smoothness between lanes.

(2) Longitudinal measurements. Longitudinal measurements shall be taken for each day's production placed. Longitudinal tests shall be parallel to the centerline of paving; at the center of paving lanes when widths of paving lanes are less than 20 feet; and at the third points of paving lanes when widths of paving lanes are 20 feet or greater.

Deviations on the final surface course in either the transverse or longitudinal direction that will trap water greater than 1/4 inch shall be corrected with diamond grinding per Paragraph 401-4.16 or by removing and replacing the surface course to full depth. Grinding shall be tapered in all directions to provide smooth transitions to areas not requiring grinding. All areas in which diamond grinding has been performed shall be subject to the final pavement thickness tolerances specified in Paragraph 401-6.1d(3). Areas that have been ground shall be sealed with a surface treatment in accordance with Item P-608. To avoid the surface treatment creating any conflict with runway or taxiway markings, it may be necessary to seal a larger area.

Control charts shall be kept to show area of each day's placement and the percentage of corrective grinding required. Corrections to production and placement shall be initiated when corrective grinding is required. If Contractor's machines and/or methods produce significant areas that need corrective actions in excess of 10 percent of a day's production, production shall be stopped until corrective measures are implemented by Contractor.

h. Grade. Grade shall be evaluated daily to allow adjustments to paving operations when grade measurements do not meet Specifications. As a minimum, grade shall be evaluated prior to and after the placement of the first lift and after placement of the surface lift.

Measurements will be taken at appropriate gradelines (as a minimum at center and edges of paving lane) and longitudinal spacing as shown on cross-sections and Plans. The final surface of the pavement will not vary from the gradeline elevations and cross-sections shown on the Plans by more than 1/2 inch vertically and 0.1 feet laterally. The documentation will be provided by Contractor to the RPR by the end of the following working day.

Areas with humps or depressions that exceed grade or smoothness criteria and that retain water on the surface must be ground off provided the course thickness after grinding is not more than 1/2 inch less than the thickness specified on the plans. Grinding shall be in accordance with Paragraph 401-4.16.

Contractor shall repair low areas or areas that cannot be corrected by grinding by removal of deficient areas to the depth of the final course plus 1/2 inch and replacing with new material. Skin patching is not allowed.

401-5.4 Sampling. When directed by the RPR, Contractor shall sample and test any material that appears inconsistent with similar material being sampled, unless such material is voluntarily removed and replaced, or deficiencies corrected by Contractor. All sampling shall be in accordance with standard procedures specified.

401-5.5 Control charts. Contractor shall maintain linear control charts for both individual measurements and range (i.e. difference between highest and lowest measurements) for aggregate gradation, asphalt content, and VMA. The VMA for each day will be calculated and monitored by the QC laboratory.

Control charts shall be posted in a location satisfactory to the RPR and kept current. As a minimum, the control charts shall identify the project number, the contract item number, the test number, each test parameter, the Action and Suspension Limits applicable to each test parameter, and Contractor's test results. Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If Contractor's projected data during production indicates a problem and Contractor is not taking satisfactory corrective action, the RPR may suspend production or acceptance of the material.

a. Individual measurements. Control charts for individual measurements shall be established to maintain process control within tolerance for aggregate gradation, asphalt content, and VMA. The control charts shall use the job mix formula target values as indicators of central tendency for the following test parameters with associated Action and Suspension Limits:

Control Chart Limits for Individual Measurements

Sieve	Action Limit	Suspension Limit
3/4 inch	±6%	±9%
1/2 inch	±6%	±9%
3/8 inch	±6%	±9%
No. 4	±6%	±9%
No. 16	±5%	±7.5%
No. 50	±3%	±4.5%
No. 200	±2%	±3%
Asphalt Content	±0.45%	±0.70%
Minimum VMA	-0.5%	-1.0%

b. Range. Control charts shall be established to control gradation process variability. The range shall be plotted as the difference between the two test results for each control parameter. The Suspension Limits specified below are based on a sample size of n = 2. Should Contractor elect to perform more than two tests per lot, the Suspension Limits shall be adjusted by multiplying the Suspension Limit by 1.18 for n = 3 and by 1.27 for n = 4.

Control Chart Limits Based on Range

Sieve	Suspension Limit
1/2 inch	11%
3/8 inch	11%
No. 4	11%
No. 16	9%
No. 50	6%
No. 200	3.5%
Asphalt Content	0.8%

c. Corrective Action. The CQCP shall indicate that appropriate action shall be taken when the process is believed to be out of tolerance. The Plan shall contain rules to gauge when a process is out of control and detail what action will be taken to bring the process into control. As a minimum, a process shall be deemed out of control and production stopped and corrective action taken, if:

(1) One point falls outside the Suspension Limit line for individual measurements or range; or

(2) Two points in a row fall outside the Action Limit line for individual measurements.

401-5.6 QC reports. Contractor shall maintain records and shall submit reports of QC activities daily, in accordance with Item C-100.

MATERIAL ACCEPTANCE

401-6.1 Acceptance sampling and testing. Unless otherwise specified, all acceptance sampling and testing necessary to determine conformance with the requirements specified in this Section will be performed by the RPR at no cost to Contractor except that coring as required in this section shall be completed and paid for by Contractor.

a. Quality assurance (QA) testing laboratory. The QA testing laboratory performing these acceptance tests will be accredited in accordance with ASTM D3666. The QA laboratory accreditation will be current and listed on the accrediting authority's website. All test methods required for acceptance sampling and testing will be listed on the lab accreditation.

b. Lot size. A standard lot will be equal to one day's production divided into approximately equal sublots of between 400 to 600 tons. When only one or two sublots are produced in a day's production, the sublots will be combined with the production lot from the previous or next day.

Where more than one plant is simultaneously producing asphalt for the job, the lot sizes will apply separately for each plant.

c. Asphalt air voids. Plant-produced asphalt will be tested for air voids on a sublot basis.

(1) Sampling. Material from each sublot shall be sampled in accordance with ASTM D3665. Samples shall be taken from material deposited into trucks at the plant or at the job site in accordance with ASTM D979. The sample of asphalt may be put in a covered metal tin and placed in an oven for not less than 30 minutes nor more than 60 minutes to maintain the material at or above the compaction temperature as specified in the JMF.

(2) Testing. Air voids will be determined for each sublot in accordance with ASTM D3203 for a set of compacted specimens prepared in accordance with ASTM D6925.

d. In-place asphalt mat and joint density. Each sublot will be tested for in-place mat and joint density as a percentage of the theoretical maximum density (TMD).

(1) Sampling. Contractor will cut minimum 5 inch diameter samples in accordance with ASTM D5361. Contractor shall furnish all tools, labor, and materials for cleaning, and filling the cored pavement. Laitance produced by the coring operation shall be removed immediately after coring, and core holes shall be filled within one day after sampling in a manner acceptable to the RPR.

(2) Bond. Each lift of asphalt shall be bonded to the underlying layer. If cores reveal that the surface is not bonded, additional cores shall be taken as directed by the RPR to determine the extent of unbonded areas. Unbonded areas shall be removed by milling and replaced at no additional cost as directed by the RPR.

(3) Thickness. Thickness of each lift of surface course will be evaluated by the RPR for compliance to the requirements shown on the Plans after any necessary corrections for grade. Measurements of thickness will be made using the cores extracted for each sublot for density measurement. The maximum

allowable deficiency at any point will not be more than 1/4 inch less than the thickness indicated for the lift. Average thickness of lift, or combined lifts, will not be less than the indicated thickness. Where the thickness tolerances are not met, the lot or sublot shall be corrected by Contractor at his expense by removing the deficient area and replacing with new pavement. Contractor, at his expense, may take additional cores as approved by the RPR to circumscribe the deficient area.

(4) Mat density. One core shall be taken from each sublot. Core locations will be determined by the RPR in accordance with ASTM D3665. Cores for mat density shall not be taken closer than one foot from a transverse or longitudinal joint. The bulk specific gravity of each cored sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each sublot sample by the TMD for that sublot.

(5) Joint density. One core centered over the longitudinal joint shall be taken for each sublot that has a longitudinal joint. Core locations will be determined by the RPR in accordance with ASTM D3665. The bulk specific gravity of each core sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each joint density sample by the average TMD for the lot. The TMD used to determine the joint density at joints formed between lots will be the lower of the average TMD values from the adjacent lots.

401-6.2 Acceptance criteria.

a. General. Acceptance will be based on the implementation of the Contractor Quality Control Program (CQCP) and the following characteristics of the asphalt and completed pavements: air voids, mat density, joint density, grade.

b. Air Voids and Mat density. Acceptance of each lot of plant produced material for mat density and air voids will be based on the percentage of material within specification limits (PWL). If the PWL of the lot equals or exceeds 90%, the lot will be acceptable. Acceptance and payment will be determined in accordance with Paragraph 401-8.1.

c. Joint density. Acceptance of each lot of plant produced asphalt for joint density will be based on the PWL. If the PWL of the lot is equal to or exceeds 90%, the lot will be considered acceptable. If the PWL is less than 90%, Contractor shall evaluate the reason and act accordingly. If the PWL is less than 80%, Contractor shall cease operations and until the reason for poor compaction has been determined. If the PWL is less than 71%, the pay factor for the lot used to complete the joint will be reduced by five (5) percentage points. This lot pay factor reduction will be incorporated and evaluated in accordance with Paragraph 401-8.1.

d. Grade. The final finished surface of the pavement shall be surveyed to verify that the grade elevations and cross-sections shown on the Plans do not deviate more than 1/2 inch vertically or 0.1 feet laterally.

Cross-sections of the pavement shall be taken at a minimum 50-foot longitudinal spacing and at all longitudinal grade breaks. Minimum cross-section grade points shall include grade at centerline, and edge of pavement.

The survey and documentation shall be stamped and signed by a licensed surveyor. Payment for sublots that do not meet grade for over 25% of the sublot shall not be more than 95%.

e. Profilograph roughness for QA Acceptance. Not Used.

401-6.3 Percentage of material within specification limits (PWL). The PWL will be determined in accordance with procedures specified in Item C-110. The Specification tolerance limits (L) for lower and (U) for upper are contained in Table 5.

Table 5. Acceptance Limits for Air Voids and Density

Test Property	Pavements Specification Tolerance Limits	
	L	**U**
Air Voids Total Mix (%)	2.0	5.0
Surface Course Mat Density (%)	92.8	-
Base Course Mat Density (%)	91.8	-
Joint density (%)	90.5	--

a. Outliers. All individual tests for mat density and air voids will be checked for outliers (test criterion) in accordance with ASTM E178, at a significance level of 5%. Outliers will be discarded, and the PWL will be determined using the remaining test values. The criteria in Table 5 is based on production processes which have a variability with the following standard deviations: Surface Course Mat Density (%), 1.20; Base Course Mat Density (%), 1.55; Joint Density (%), 1.8.

The Contractor should note that (1) 90 PWL is achieved when consistently producing a surface course with an average mat density of at least 94% with 1.20% or less variability, (2) 90 PWL is achieved when consistently producing a base course with an average mat density of at least 93.5% with 1.8% or less variability, and (3) 90 PWL is achieved when consistently producing joints with an average joint density of at least 91% with 1.8% or less variability.

401-6.4 Resampling pavement for mat density.

a. General. Resampling of a lot of pavement will only be allowed for mat density, and then, only if the Contractor requests same, in writing, within 48 hours after receiving the written test results from the RPR. A retest will consist of all the sampling and testing procedures contained in Paragraphs 401-6.1d and 401-6.2b. Only one resampling per lot will be permitted.

(1) A redefined PWL will be calculated for the resampled lot. The number of tests used to calculate the redefined PWL will include the initial tests made for that lot plus the retests.

(2) The cost for resampling and retesting shall be borne by Contractor.

b. Payment for resampled lots. The redefined PWL for a resampled lot will be used to calculate the payment for that lot in accordance with Table 6.

c. Outliers. Check for outliers in accordance with ASTM E178, at a significance level of 5%.

METHOD OF MEASUREMENT

401-7.1 Measurement. Asphalt shall be measured by the number of tons of asphalt used in the accepted work. Batch weights or truck scale weights will be used to determine the basis for the tonnage.

BASIS OF PAYMENT

401-8.1 Payment. Payment for a lot of asphalt meeting all acceptance criteria as specified in Paragraph 401-6.2 shall be made based on results of tests for mat density and air voids. Payment for acceptable lots shall be adjusted according to Paragraph 401-8.1c for mat density and air voids; and Paragraph 401-6.2c for joint density, subject to the limitation that:

a. The total Project payment for plant mix asphalt pavement shall not exceed 100% of the product of the contract unit price and the total number of tons of asphalt used in the accepted work.

b. The price shall be compensation for furnishing all materials, for all preparation, mixing, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

c. Basis of adjusted payment. The pay factor for each individual lot shall be calculated in accordance with Table 6. A pay factor shall be calculated for both mat density and air voids. The lot pay factor shall be the higher of the two values when calculations for both mat density and air voids are 100% or higher. The lot pay factor shall be the product of the two values when only one of the calculations for either mat density or air voids is 100% or higher. The lot pay factor shall be the lower of the two values when calculations for both mat density and air voids are less than 100%. If PWL for joint density is less than 71% then the lot pay factor shall be reduced by 5% but be no higher than 95%.

For each lot accepted, the adjusted contract unit price shall be the product of the lot pay factor for the lot and the contract unit price. Payment shall be subject to the total project payment limitation specified in Paragraph 401-8.1a. Payment in excess of 100% for accepted lots of asphalt shall be used to offset payment for accepted lots of asphalt pavement that achieve a lot pay factor less than 100%.

Payment for sublots which do not meet grade in accordance with Paragraph 401-6.2d after correction for over 25% of the sublot shall be reduced by 5%.

Table 6. Price adjustment schedule[1]

Percentage of material within specification limits (PWL)	Lot pay factor (percent of contract unit price)
96 – 100	106
90 – 95	PWL + 10
75 – 89	0.5 PWL + 55
55 – 74	1.4 PWL – 12
Below 55	Reject [2]

[1] Although it is theoretically possible to achieve a pay factor of 106% for each lot, actual payment above 100% shall be subject to the total project payment limitation specified in Paragraph 401-8.1a.

[2] The lot shall be removed and replaced. However, the RPR may decide to allow the rejected lot to remain. In that case, if the RPR and Contractor agree in writing that the lot shall not be removed, it shall be paid for at 50% of the contract unit price and the total project payment shall be reduced by the amount withheld for the rejected lot.

d. Profilograph Roughness. Not used**.**

401-8.1 Payment.

Payment will be made under:

Item P-401-8.1	Asphalt Surface Course 4 inch thickness, 3 inch max lifts, complete, per ton

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C29	Standard Test Method for Bulk Density ("Unit Weight") and Voids in Aggregate
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer than 75-μm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C127	Standard Test Method for Density, Relative Density (Specific Gravity) and Absorption of Coarse Aggregate
ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C142	Standard Test Method for Clay Lumps and Friable Particles in Aggregates
ASTM C566	Standard Test Method for Total Evaporable Moisture Content of Aggregate by Drying
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D242	Standard Specification for Mineral Filler for Bituminous Paving Mixtures
ASTM D946	Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction
ASTM D979	Standard Practice for Sampling Asphalt Paving Mixtures
ASTM D1073	Standard Specification for Fine Aggregate for Asphalt Paving Mixtures
ASTM D1188	Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples
ASTM D2172	Standard Test Method for Quantitative Extraction of Bitumen from Asphalt Paving Mixtures
ASTM D1461	Standard Test Method for Moisture or Volatile Distillates in Asphalt Paving Mixtures
ASTM D2041	Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D2419	Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
ASTM D2489	Standard Practice for Estimating Degree of Particle Coating of Bituminous-Aggregate Mixtures
ASTM D2726	Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures

ASTM D2950	Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods
ASTM D3203	Standard Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D3381	Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4552	Standard Practice for Classifying Hot-Mix Recycling Agents
ASTM D4791	Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D4867	Standard Test Method for Effect of Moisture on Asphalt Concrete Paving Mixtures
ASTM D5361	Standard Practice for Sampling Compacted Asphalt Mixtures for Laboratory Testing
ASTM D5444	Standard Test Method for Mechanical Size Analysis of Extracted Aggregate
ASTM D5821	Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate
ASTM D6084	Standard Test Method for Elastic Recovery of Bituminous Materials by Ductilometer
ASTM D6307	Standard Test Method for Asphalt Content of Hot Mix Asphalt by Ignition Method
ASTM D6373	Standard Specification for Performance Graded Asphalt Binder
ASTM D6752	Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Automatic Vacuum Sealing Method
ASTM D6925	Standard Test Method for Preparation and Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by Means of the SuperPave Gyratory Compactor.
ASTM D6926	Standard Practice for Preparation of Bituminous Specimens Using Marshall Apparatus
ASTM D6927	Standard Test Method for Marshall Stability and Flow of Bituminous Mixtures
ASTM D6995	Standard Test Method for Determining Field VMA based on the Maximum Specific Gravity of the Mix (Gmm)
ASTM E11	Standard Specification for Woven Wire Test Sieve Cloth and Test Sieves
ASTM E178	Standard Practice for Dealing with Outlying Observations

ASTM E1274	Standard Test Method for Measuring Pavement Roughness Using a Profilograph
ASTM E950	Standard Test Method for Measuring the Longitudinal Profile of Traveled Surfaces with an Accelerometer Established Inertial Profiling Reference
ASTM E2133	Standard Test Method for Using a Rolling Inclinometer to Measure Longitudinal and Transverse Profiles of a Traveled Surface

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M156	Standard Specification for Requirements for Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures.
AASHTO T329	Standard Method of Test for Moisture Content of Hot Mix Asphalt (HMA) by Oven Method
AASHTO T324	Standard Method of Test for Hamburg Wheel-Track Testing of Compacted Asphalt Mixtures
AASHTO T 340	Standard Method of Test for Determining the Rutting Susceptibility of Hot Mix Asphalt (APA) Using the Asphalt Pavement Analyzer (APA)

Asphalt Institute (AI)

Asphalt Institute Handbook MS-26, Asphalt Binder

Asphalt Institute MS-2 Mix Design Manual, 7th Edition

AI State Binder Specification Database

Federal Highway Administration (FHWA)

Long Term Pavement Performance Binder Program

Advisory Circulars (AC)

AC 150/5320-6	Airport Pavement Design and Evaluation

FAA Orders

5300.1	Modifications to Agency Airport Design, Construction, and Equipment Standards

Software

FAARFIELD

END OF ITEM P-401

Item P-403 Asphalt Mix Pavement Base Course

DESCRIPTION

403-1.1 This item shall consist of pavement courses composed of mineral aggregate and asphalt binder mixed in a central mixing plant and placed on a prepared course in accordance with these Specifications and shall conform to the lines, grades, thicknesses, and typical cross-sections shown on the Plans. Each course shall be constructed to the depth, typical section, and elevation required by the Plans and shall be rolled, finished, and approved before the placement of the next course.

MATERIALS

403-2.1 Aggregate. Aggregates shall consist of crushed stone, crushed gravel, crushed slag, screenings, natural sand, and mineral filler, as required. The aggregates should have no known history of detrimental pavement staining due to ferrous sulfides, such as pyrite. Coarse aggregate is the material retained on the No. 4 sieve. Fine aggregate is the material passing the No. 4 sieve.

a. Coarse aggregate. Coarse aggregate shall consist of sound, tough, durable particles, free from films of matter that would prevent thorough coating and bonding with the asphalt material and free from organic matter and other deleterious substances. Coarse aggregate material requirements are given in the Table below.

Coarse Aggregate Material Requirements

Material Test	Requirement	Standard
Resistance to Degradation	Loss: 40% maximum for surface, asphalt binder, and leveling course Loss: 50% maximum for base course	ASTM C131
Soundness of Aggregates by Use of Sodium Sulfate **or** Magnesium Sulfate	Loss after 5 cycles: 12% maximum using Sodium sulfate - or - 18% maximum using magnesium sulfate	ASTM C88
Clay lumps and friable particles	0.3% maximum	ASTM C142
Percentage of Fractured Particles	For pavements designed for aircraft gross weights of 60,000 pounds or more: Minimum 75% by weight of particles with at least two fractured faces and 85% with at least one fractured face[1]	ASTM D5821
Flat, Elongated, or Flat and Elongated Particles	8% maximum, by weight, of flat, elongated, or flat and elongated particles with a value of 5:1 [2]	ASTM D4791

[1] The area of each face shall be equal to at least 75% of the smallest mid-sectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces.

[2] A flat particle is one having a ratio of width to thickness greater than five (5); an elongated particle is one having a ratio of length to width greater than five (5).

b. Fine aggregate. Fine aggregate shall consist of clean, sound, tough, durable, angular shaped particles produced by crushing stone, slag, or gravel and shall be free from coatings of clay, silt, or other objectionable matter. Natural (non-manufactured) sand may be used to obtain the gradation of the aggregate blend or to improve the workability of the mix. Fine aggregate material requirements are listed in the table below.

Fine Aggregate Material Requirements

Material Test	Requirement	Standard
Liquid limit	25 maximum	ASTM D4318
Plasticity Index	4 maximum	ASTM D4318
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	Loss after 5 cycles: 10% maximum using Sodium sulfate - or - 15% maximum using magnesium sulfate	ASTM C88
Clay lumps and friable particles	0.3% maximum	ASTM C142
Sand equivalent	45 minimum	ASTM D2419
Natural Sand	0 to 15% maximum by weight of total aggregate	ASTM D1073

c. Sampling. ASTM D75 shall be used in sampling coarse and fine aggregate, and ASTM C183 shall be used in sampling mineral filler.

403-2.2 Mineral filler. Mineral filler (baghouse fines) may be added in addition to material naturally present in the aggregate. Mineral filler shall meet the requirements of ASTM D242.

Mineral filler Requirements

Material Test	Requirement	Standard
Plasticity Index	4 maximum	ASTM D4318

403-2.3 Asphalt binder. Asphalt binder shall conform to ASTM D6373 Performance Grade (PG) 76-22.

Asphalt Binder PG Plus Test Requirements

Material Test	Requirement	Standard
Elastic Recovery	75% minimum	ASTM D6084

403-2.4 Anti-stripping agent. Any anti-stripping agent or additive (anti-strip) shall be heat stable and shall not change the asphalt binder grade beyond Specifications. Anti-strip shall be an approved material of the Department of Transportation of the State in which the Project is located.

COMPOSITION

403-3.1 Composition of mixture. The asphalt plant mix shall be composed of a mixture of well-graded aggregate, filler and anti-strip agent if required, and asphalt binder. The several aggregate fractions shall be sized, handled in separate size groups, and combined in such proportions that the resulting mixture meets the grading requirements of the job mix formula (JMF).

403-3.2 Job mix formula (JMF) laboratory. The laboratory used to develop the JMF shall possess a current certificate of accreditation, listing D3666 from a national accrediting authority and all test methods required for developing the JMF, and listed on the accrediting authority's website. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to the RPR prior to start of construction.

403-3.3 Job mix formula (JMF). No asphalt mixture shall be placed until an acceptable mix design has been submitted to Engineer for review and accepted in writing. Engineer's review shall not relieve Contractor of the responsibility to select and proportion the materials to comply with this Section.

When the Project requires asphalt mixtures of differing aggregate gradations and/or binders, a separate JMF shall be submitted for each mix. Add anti-stripping agent to meet tensile strength requirements.

The JMF shall be prepared by an accredited laboratory that meets the requirements of Paragraph 403-3.2. The asphalt mixture shall be designed using procedures contained in Asphalt Institute MS-2 Mix Design Manual, 7th Edition. Samples shall be prepared and compacted using the gyratory compactor in accordance with ASTM D6925.

Should a change in sources of materials be made, a new JMF must be submitted to the RPR for review and accepted in writing before the new material is used. After the initial production JMF has been approved by the RPR and a new or modified JMF is required for whatever reason, the subsequent cost of the new or modified JMF, including a new control strip when required by the RPR, will be borne by Contractor.

Engineer may request samples at any time for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications.

The JMF shall be submitted in writing by Contractor at least 30 days prior to the start of paving operations. The JMF shall be developed within the same construction season using aggregates proposed for Project use.

The submitted JMF shall be dated, and stamped or sealed by the responsible professional Engineer of the laboratory and shall include the following items as a minimum:

- Manufacturer's Certificate of Analysis (COA) for the asphalt binder used in the JMF in accordance with Paragraph 403-2.3. Certificate of asphalt performance grade is with modifier already added, if used and must indicate compliance with ASTM D6373. For plant modified asphalt binder, certified test report indicating grade certification of modified asphalt binder.
- Manufacturer's Certificate of Analysis (COA) for the anti-stripping agent if used in the JMF in accordance with Paragraph 403-2.4.
- Certified material test reports for the course and fine aggregate and mineral filler in accordance with Paragraphs 403-2.1 and 403-2.2.
- Percent passing each sieve size for individual gradation of each aggregate cold feed and/or hot bin; percent by weight of each cold feed and/or hot bin used; and the total combined gradation in the JMF.
- Specific Gravity and absorption of each course and fine aggregate.
- Percent natural sand.
- Percent fractured faces.
- Percent by weight of flat particles**,** elongated particles, and flat and elongated particles (and criteria).
- Percent of asphalt.
- Number of blows or gyrations.
- Laboratory mixing and compaction temperatures.
- Supplier recommended mixing and compaction temperatures.
- Plot of the combined gradation on the 0.45 power gradation curve.
- Graphical plots of air voids, voids in the mineral aggregate (VMA), and unit weight versus asphalt content. To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.
- Tensile Strength Ratio (TSR).
- Type and amount of Anti-strip agent when used.
- Asphalt Pavement Analyzer (APA) results.
- Date the JMF was developed. Mix designs that are not dated or which are from a prior construction season shall not be accepted.

Table 1. Asphalt Design Criteria

Test Property	Value	Test Method
Number of blows/gyrations	75	
Air voids (%)	3.5	ASTM D3203
Percent voids in mineral aggregate (VMA), minimum	See Table 2	ASTM D6995
TSR[1]	not less than 80 at a saturation of 70-80%	ASTM D4867
Asphalt Pavement Analyzer (APA)[2]	Less than 10 mm @ 4,000 passes	AASHTO T340 at 250 psi hose pressure at 64°C test temperature

[1] Test specimens for TSR shall be compacted at 7 ± 1.0 % air voids. In areas subject to freeze-thaw, use freeze-thaw conditioning in lieu of moisture conditioning per ASTM D4867.

[2] AASHTO T340 at 100 psi hose pressure at 64°C test temperature may be used in the interim. If this method is used the required Value shall be less than 5 mm @ 8,000 passes.

The mineral aggregate shall be of such size that the percentage composition by weight, as determined by laboratory sieves, will conform to the gradation or gradations specified in Table 2 when tested in accordance with ASTM C136 and ASTM C117.

The gradations in Table 2 represent the limits that shall determine the suitability of aggregate for use from the sources of supply, be well graded from coarse to fine and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve, or vice versa.

Table 2. Aggregate - Asphalt Pavements

Sieve Size	Percentage by Weight Passing Sieve
1 inch	-
3/4 inch	100
1/2 inch	90-100
3/8 inch	72-88
No. 4	53-73
No. 8	38-60
No. 16	26-48
No. 30	18-38
No. 50	11-27
No. 100	6-18
No. 200	3-6
Voids in Mineral Aggregate (VMA)[1]	15
Asphalt Percent:	
Stone or gravel	5.0-7.5
Recommended Minimum Construction Lift Thickness	2-inch

[1]To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.

The aggregate gradations shown are based on aggregates of uniform specific gravity. The percentages passing the various sieves shall be corrected when aggregates of varying specific gravities are used, as indicated in the Asphalt Institute MS-2 Mix Design Manual, 7th Edition.

403-3.4 Reclaimed Asphalt Pavement (RAP). Not Used.

RAP shall not be used.

403-3.5 Control strip. Full production shall not begin until an acceptable control strip has been constructed and accepted in writing by the Engineer. Contractor shall prepare and place a quantity of asphalt according to the JMF. The underlying grade or pavement structure upon which the control strip is to be constructed shall be the same as the remainder of the course represented by the control strip.

Contractor will not be allowed to place the control strip until Contractor quality control program (CQCP), showing conformance with the requirements of Paragraph 403-5.1, has been accepted, in writing, by the Engineer.

The control strip will consist of at least 250 tons or 1/2 sublot, whichever is greater. The control strip shall be placed in two lanes of the same width and depth to be used in production with a longitudinal cold joint. The cold joint must be cut back in accordance with Paragraph 403-4.13 using the same procedure that will be used during production. The cold joint for the control strip will be an exposed construction joint at least four (4) hours old or when the mat has cooled to less than 160°F. The equipment used in construction of the control strip shall be the same type, configuration, and weight to be used on the Project.

The control strip shall be evaluated for acceptance as a single lot in accordance with the acceptance criteria in Paragraph 403-6.1 and 403-6.2. The control strip shall be divided into equal sublots. As a minimum, the control strip shall consist of three (3) sublots.

The control strip will be considered acceptable by the RPR if the gradation, asphalt content, and VMA are within the action limits specified in Paragraph 403-5.5a; and Mat density, air voids, and joint density meet the requirements specified in Paragraphs 403-6.2.

If the control strip is unacceptable, necessary adjustments to the JMF, plant operation, placing procedures, and/or rolling procedures shall be made and another control strip shall be placed. Unacceptable control strips shall be removed at Contractor's expense.

Payment will only be made for an acceptable control strip in accordance with Paragraph 403-8.1.

CONSTRUCTION METHODS

403-4.1 Weather limitations. The asphalt shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than specified in Table 4. The temperature requirements may be waived by the RPR, if requested; however, all other requirements including compaction shall be met.

Table 4. Surface Temperature Limitations of Underlying Course

Mat Thickness	Base Temperature (Minimum)	
	Degrees F	Degrees C
3 inches or greater	40	4
Greater than 2 inches but less than 3 inches	45	7

403-4.2 Asphalt plant. Plants used for the preparation of asphalt shall conform to the requirements of American Association of State Highway and Transportation Officials (AASHTO) M156 including the following items:

a. Inspection of plant. The RPR and Engineer (or RPR's authorized representative) shall have access, at all times, to all areas of the plant for checking adequacy of equipment; inspecting operation of the plant: verifying weights, proportions, and material properties; and checking the temperatures maintained in the preparation of the mixtures.

b. Storage bins and surge bins. The asphalt mixture stored in storage and/or surge bins shall meet the same requirements as asphalt mixture loaded directly into trucks. Asphalt mixture shall not be stored in storage and/or surge bins for a period greater than twelve (12) hours. If the RPR determines there is an excessive heat loss, segregation, or oxidation of the asphalt mixture due to temporary storage, temporary storage shall not be allowed.

403-4.3 Aggregate stockpile management. Aggregate stockpiles shall be constructed in such a manner that prevents segregation and intermixing of deleterious materials. Aggregates from different sources shall be stockpiled, weighed, and batched separately at the concrete batch plant. Aggregates that have become segregated or mixed with earth or foreign material shall not be used.

A continuous supply of materials shall be provided to the work to ensure continuous placement.

403-4.4 Hauling equipment. Trucks used for hauling asphalt shall have tight, clean, and smooth metal beds. To prevent the asphalt from sticking to the truck beds, the truck beds shall be lightly coated with a minimum amount of paraffin oil, lime solution, or other material approved by the RPR. Petroleum products

shall not be used for coating truck beds. Each truck shall have a suitable cover to protect the mixture from adverse weather. When necessary, to ensure that the mixture will be delivered to the site at the specified temperature, truck beds shall be insulated or heated, and covers shall be securely fastened.

403-4.4.1 Material transfer vehicle (MTV). Material transfer Vehicles shall be required due to the improvement in smoothness and decrease in both physical and thermal segregation. To transfer the material from the hauling equipment to the paver, use a self-propelled, material transfer vehicle with a swing conveyor that can deliver material to the paver without making contact with the paver. The MTV shall be able to move back and forth between the hauling equipment and the paver providing material transfer to the paver, while allowing the paver to operate at a constant speed. The Material Transfer Vehicle will have remixing and storage capability to prevent physical and thermal segregation.

403-4.5 Asphalt pavers. Asphalt pavers shall be self-propelled with an activated heated screed, capable of spreading and finishing courses of asphalt that will meet the specified thickness, smoothness, and grade. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface. The asphalt paver shall be equipped with a control system capable of automatically maintaining the specified screed grade and elevation.

If the spreading and finishing equipment in use leaves tracks or indented areas or produces other blemishes in the pavement that are not satisfactorily corrected by the scheduled operations, the use of such equipment shall be discontinued.

The paver shall be capable of paving to a minimum width specified in Paragraph 401-4.11.

403-4.6 Rollers. The number, type, and weight of rollers shall be sufficient to compact the asphalt to the required density while it is still in a workable condition without crushing of the aggregate, depressions, or other damage to the pavement surface. Rollers shall be in good condition, capable of operating at slow speeds to avoid displacement of the asphalt. All rollers shall be specifically designed and suitable for compacting asphalt concrete and shall be properly used. Rollers that impair the stability of any layer of a pavement structure or underlying soils shall not be used.

403-4.6.1 Density device. Contractor shall have on site a density gauge during all paving operations in order to assist in the determination of the optimum rolling pattern, type of roller and frequencies, as well as to monitor the effect of the rolling operations during production paving. Contractor shall also supply a qualified technician during all paving operations to calibrate the density gauge and obtain accurate density readings for all new asphalt. These densities shall be supplied to the RPR upon request at any time during construction. No separate payment will be made for supplying the density gauge and technician.

403-4.7 Preparation of asphalt binder. The asphalt binder shall be heated in a manner that will avoid local overheating and provide a continuous supply of the asphalt material to the mixer at a uniform temperature. The temperature of the unmodified asphalt binder delivered to the mixer shall be sufficient to provide a suitable viscosity for adequate coating of the aggregate particles but shall not exceed 325°F when added to the aggregate. The temperature of modified asphalt binder shall be no more than 350°F when added to the aggregate.

403-4.8 Preparation of mineral aggregate. The aggregate for the asphalt shall be heated and dried. The maximum temperature and rate of heating shall be such that no damage occurs to the aggregates. The temperature of the aggregate and mineral filler shall not exceed 350°F when the asphalt binder is added. Particular care shall be taken that aggregates high in calcium or magnesium content are not damaged by overheating. The temperature shall not be lower than is required to obtain complete coating and uniform distribution on the aggregate particles and to provide a mixture of satisfactory workability.

403-4.9 Preparation of asphalt mixture. The aggregates and the asphalt binder shall be weighed or metered and introduced into the mixer in the amount specified by the JMF. The combined materials shall be mixed until the aggregate obtains a uniform coating of asphalt binder and is thoroughly distributed

throughout the mixture. Wet mixing time shall be the shortest time that will produce a satisfactory mixture, but not less than 25 seconds for batch plants. The wet mixing time for all plants shall be established by the Contractor, based on the procedure for determining the percentage of coated particles described in ASTM D2489, for each individual plant and for each type of aggregate used. The wet mixing time will be set to achieve 95% of coated particles. For continuous mix plants, the minimum mixing time shall be determined by dividing the weight of its contents at operating level by the weight of the mixture delivered per second by the mixer. The moisture content of all asphalt upon discharge shall not exceed 0.5%.

403-4.10 Application of Prime and Tack Coat. Immediately before placing the asphalt mixture, the underlying course shall be cleaned of all dust and debris.

A prime coat in accordance with Item P-602 shall be applied to the subgrade prior to placing the asphalt mixture.

A tack coat shall be applied in accordance with Item P-603 to all vertical and horizontal asphalt and concrete surfaces prior to placement of the first and each subsequent lift of asphalt mixture.

403-4.11 Laydown plan, transporting, placing, and finishing. Prior to the placement of the asphalt, the Contractor shall prepare a laydown plan with the sequence of paving lanes and width to minimize the number of cold joints; the location of any temporary ramps; laydown temperature; and estimated time of completion for each portion of the Work (milling, paving, rolling, cooling, etc.). The laydown plan and any modifications shall be approved by the RPR.

Deliveries shall be scheduled so that placing and compacting of asphalt is uniform with minimum stopping and starting of the paver. Hauling over freshly placed material shall not be permitted until the material has been compacted, as specified, and allowed to cool to approximately ambient temperature. Contractor, at their expense, shall be responsible for repair of any damage to the pavement caused by hauling operations.

Contractor shall survey each lift of asphalt surface course and certify to RPR that every lot of each lift meets the grade tolerances of Paragraph 401-6.2e before the next lift can be placed.

Edges of existing asphalt pavement abutting the new work shall be saw cut and the cut off material and laitance removed. Apply a tack coat in accordance with Item P-603 before new asphalt material is placed against it.

The speed of the paver shall be regulated to eliminate pulling and tearing of the asphalt mat. Placement of the asphalt mix shall begin along the centerline of a crowned section or on the high side of areas with a one way slope unless shown otherwise on the laydown plan as accepted by the RPR. The asphalt mix shall be placed in consecutive adjacent lanes having a minimum width of 10 feet except where edge lanes require less width to complete the area. Additional screed sections attached to widen the paver to meet the minimum lane width requirements must include additional auger sections to move the asphalt mixture uniformly along

The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least 1 foot; however, the joint in the surface top course shall be at the centerline of crowned pavements. Transverse joints in one course shall be offset by at least 10 feet from transverse joints in the previous course. Transverse joints in adjacent lanes shall be offset a minimum of 10 feet. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the asphalt may be spread and luted by hand tools.

The RPR may at any time, reject any batch of asphalt, on the truck or placed in the mat, which is rendered unfit for use due to contamination, segregation, incomplete coating of aggregate, or overheated asphalt mixture. Such rejection may be based on only visual inspection or temperature measurements. In the event of such rejection, Contractor may take a representative sample of the rejected material in the presence of the RPR, and if it can be demonstrated in the laboratory, in the presence of the RPR, that such material was erroneously rejected, payment will be made for the material at the contract unit price.

Areas of segregation in the surface course, as determined by the RPR, shall be removed and replaced at Contractor's expense. The area shall be removed by saw cutting and milling a minimum of the construction lift thickness as specified in Paragraph 401-3.3, Table 2 for the approved mix design. The area to be removed and replaced shall be a minimum width of the paver and a minimum of 10 feet long.

403-4.12 Compaction of asphalt mixture. After placing, the asphalt mixture shall be thoroughly and uniformly compacted by self-propelled rollers. The surface shall be compacted as soon as possible when the asphalt has attained sufficient stability so that the rolling does not cause undue displacement, cracking, or shoving. The sequence of rolling operations and the type of rollers used shall be at the discretion of Contractor. The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any surface defects and/or displacement occurring as a result of the roller, or from any other cause, shall be corrected at Contractor's expense.

Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross-section, and the required field density is obtained. To prevent adhesion of the asphalt to the roller, the wheels shall be equipped with a scraper and kept moistened with water as necessary.

In areas not accessible to the roller, the mixture shall be thoroughly compacted with approved power tampers.

Any asphalt that becomes loose and broken, mixed with dirt, contains check-cracking, or in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This Work shall be done at Contractor's expense. Skin patching shall not be allowed**.**

403-4.13 Joints. The formation of all joints shall be made in such a manner as to ensure a continuous bond between the courses and obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade.

The roller shall not pass over the unprotected end of the freshly laid asphalt except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing the adjacent lane. In both methods, all contact surfaces shall be coated with an asphalt tack coat before placing any fresh asphalt against the joint.

Longitudinal joints which are have been left exposed for more than four (4) hours; the surface temperature has cooled to less than 175°F; or are irregular, damaged, uncompacted or otherwise defective shall be cut back with a cutting wheel or pavement saw a maximum of 3 inches to expose a clean, sound, uniform vertical surface for the full depth of the course. All cutback material and any laitance produced from cutting joints shall be removed from the project. An asphalt tack coat or other product approved by the RPR shall be applied to the clean, dry joint prior to placing any additional fresh asphalt against the joint. The cost of this cold joint work shall be considered incidental to the cost of the asphalt, except tack will be paid per Item P-603.

403-4.14 Saw-cut grooving. Saw-cut grooving is not required.

403-4.15 Diamond grinding. Diamond grinding shall be completed prior to pavement grooving. Diamond grinding shall be accomplished by sawing with saw blades impregnated with industrial diamond abrasive.

Diamond grinding shall be performed with a machine designed specifically for diamond grinding capable of cutting a path at least 3 feet wide. The saw blades shall be 1/8-inch (wide with a minimum of 55 to 60 blades per 12 inches of cutting head width; grooves between 0.090 and 0.130 inches wide; and peaks and ridges approximately 1/32 inch higher than the bottom of the grinding cut. The actual number of blades will be determined by the Contractor and depend on the hardness of the aggregate. Equipment or grinding procedures that causes ravels, aggregate fractures, spalls, or disturbance to the pavement will not be permitted.

Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding. The slurry resulting from the grinding operation shall be continuously removed and the pavement left in a clean condition. Contractor shall apply a surface treatment per Item P-608 to all areas that have been subject to grinding.

403-4.16 Nighttime Paving Requirements. Contractor shall provide adequate lighting during any nighttime construction. A lighting plan shall be submitted by Contractor and approved by the RPR prior to the start of any nighttime work. All Work shall be in accordance with the approved CSPP and lighting plan.

CONTRACTOR QUALITY CONTROL (CQC)

403-5.1 General. Contractor shall develop a CQCP in accordance with Item C-100. No partial payment will be made for materials that are subject to specific QC requirements without an approved CQCP.

403-5.2 Contractor quality control (QC) facilities. Contractor shall provide or contract for testing facilities in accordance with Item C-100. The RPR shall be permitted unrestricted access to inspect Contractor's QC facilities and witness QC activities. The RPR/Engineer will advise Contractor in writing of any noted deficiencies concerning the QC facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting the test results, the incorporation of the materials into the work shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected.

403-5.3 Quality Control (QC) testing. Contractor shall perform all QC tests necessary to control the production and construction processes applicable to these Specifications and as set forth in the approved CQCP. The testing program shall include, but not necessarily be limited to, tests for the control of asphalt content, aggregate gradation, temperatures, aggregate moisture, field compaction, and surface smoothness. A QC Testing Plan shall be developed as part of the CQCP**.**

a. Asphalt content. A minimum of two tests shall be performed per day in accordance with ASTM D6307 or ASTM D2172 for determination of asphalt content. When using ASTM D6307, the correction factor shall be determined as part of the first test performed at the beginning of plant production; and as part of every tenth test performed thereafter. The asphalt content for the day will be determined by averaging the test results.

b. Gradation. Aggregate gradations shall be determined a minimum of twice per lot from mechanical analysis of extracted aggregate in accordance with ASTM D5444, ASTM C136, and ASTM C117.

c. Moisture content of aggregate. The moisture content of aggregate used for production shall be determined a minimum of once per lot in accordance with ASTM C566.

d. Moisture content of asphalt. The moisture content of the asphalt shall be determined once per lot in accordance with AASHTO T329 or ASTM D1461.

e. Temperatures. Temperatures shall be checked, at least four times per lot, at necessary locations to determine the temperatures of the dryer, the asphalt binder in the storage tank, the asphalt at the plant, and the asphalt at the job site.

f. In-place density monitoring. Contractor shall conduct any necessary testing to ensure that the specified density is being achieved. A nuclear gauge may be used to monitor the pavement density in accordance with ASTM D2950.

g. Smoothness for Contractor Quality Control.

Contractor shall perform smoothness testing in transverse and longitudinal directions daily to verify that the construction processes are producing pavement with variances less than 1/4 inch in 12 feet, identifying areas that may pond water which could lead to hydroplaning of aircraft. If the smoothness criteria is not met, appropriate changes and corrections to the construction process shall be made by Contractor before construction continues

Contractor may use a 12-foot straightedge or a rolling inclinometer meeting the requirements of ASTM E2133. Straight-edge testing shall start with one-half the length of the straightedge at the edge of pavement section being tested and then moved ahead one-half the length of the straightedge for each successive measurement. Testing shall be continuous across all joints. The surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length and measuring the maximum gap between the straightedge and the pavement surface in the area between the two high points. If the rolling inclinometer is used, the data may be evaluated using the FAA profile program, ProFAA, using the 12-foot straightedge simulation function.

Smoothness readings shall not be made across grade changes or cross slope transitions. The transition between new and existing pavement shall be evaluated separately for conformance with the Plans.

(1) Transverse measurements. Transverse measurements shall be taken for each day's production placed. Transverse measurements will be taken perpendicular to the pavement centerline each 50 feet or more often as determined by the RPR. The joint between lanes shall be tested separately to facilitate smoothness between lanes.

(2) Longitudinal measurements. Longitudinal measurements shall be taken for each day's production placed. Longitudinal tests will be parallel to the centerline of paving; at the center of paving lanes when widths of paving lanes are less than 20 feet; and at the third points of paving lanes when widths of paving lanes are 20 feet or greater.

Deviations on the final surface course in either the transverse or longitudinal direction that will trap water greater than 1/4 inch shall be corrected with diamond grinding per Paragraph 403-4.15 or by removing and replacing the surface course to full depth. Grinding shall be tapered in all directions to provide smooth transitions to areas not requiring grinding. All areas in which diamond grinding has been performed shall be subject to the final pavement thickness tolerances specified in Paragraph 401-6.1d(3). Areas that have been ground shall be sealed with a surface treatment in accordance with Item P-608. To avoid the surface treatment creating any conflict with runway or taxiway markings, it may be necessary to seal a larger area.

Control charts shall be kept to show area of each day's placement and the percentage of corrective grinding required. Corrections to production and placement shall be initiated when corrective grinding is required. If Contractor's machines and/or methods produce significant areas that need corrective actions in excess of 10 percent of a day's production, production shall be stopped until corrective measures are implemented by Contractor.

h. Grade. Grade shall be evaluated daily to allow adjustments to paving operations when grade measurements do not meet specifications. As a minimum, grade shall be evaluated prior to the placement of the first lift and then prior to and after placement of the surface lift.

Measurements will be taken at appropriate gradelines (as a minimum at center and edges of paving lane) and longitudinal spacing as shown on cross-sections and Plans. The final surface of the pavement will not vary from the gradeline elevations and cross-sections shown on the Plans by more than 1/2 inch vertically and 0.1 feet laterally. The documentation will be provided by Contractor to the RPR by the end of the following working day.

Areas with humps or depressions that exceed grade or smoothness criteria and that retain water on the surface must be ground off provided the course thickness after grinding is not more than 1/2 inch less than the thickness specified on the Plans. Grinding shall be in accordance with Paragraph 403-4.15.

Contractor shall repair low areas or areas that cannot be corrected by grinding by removal of deficient areas to the depth of the final course plus 1/2 inch and replacing with new material. Skin patching is not allowed.

403-5.4 Sampling. When directed by the RPR, Contractor shall sample and test any material that appears inconsistent with similar material being sampled, unless such material is voluntarily removed and replaced or deficiencies corrected by Contractor. All sampling shall be in accordance with standard procedures specified.

403-5.5 Control charts. Contractor shall maintain linear control charts both for individual measurements and range (i.e., difference between highest and lowest measurements) for aggregate gradation, asphalt content, and VMA. The VMA for each day shall be calculated and monitored by the QC laboratory.

Control charts shall be posted in a location satisfactory to the RPR and kept current. As a minimum, the control charts shall identify the project number, the contract item number, the test number, each test parameter, the Action and Suspension Limits applicable to each test parameter, and Contractor's test results. Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If Contractor's projected data during production indicates a problem and Contractor is not taking satisfactory corrective action, the RPR may suspend production or acceptance of the material.

a. Individual measurements. Control charts for individual measurements shall be established to maintain process control within tolerance for aggregate gradation, asphalt content, and VMA. The control charts shall use the JMF target values as indicators of central tendency for the following test parameters with associated Action and Suspension Limits:

Control Chart Limits for Individual Measurements

Sieve	Action Limit	Suspension Limit
3/4 inch	±6%	±9%
1/2 inch	±6%	±9%
3/8 inch	±6%	±9%
No. 4	±6%	±9%
No. 16	±5%	±7.5%
No. 50	±3%	±4.5%
No. 200	±2%	±3%
Asphalt Content	±0.45%	±0.70%
Minimum VMA	-0.5%	-1.0%

b. Range. Control charts for range shall be established to control process variability for the test parameters and Suspension Limits listed below. The range shall be computed for each lot as the difference between the two test results for each control parameter. The Suspension Limits specified below are based on a sample size of n = 2. Should Contractor elect to perform more than two tests per lot, the Suspension Limits shall be adjusted by multiplying the Suspension Limit by 1.18 for n = 3 and by 1.27 for n = 4.

Control Chart Limits Based on Range
(n = 2)

Sieve	Suspension Limit
1/2 inch	11%
3/8 inch	11%
No. 4	11%
No. 16	9%
No. 50	6%
No. 200	3.5%
Asphalt Content	0.8%

c. Corrective action. The CQCP shall indicate that appropriate action shall be taken when the process is believed to be out of tolerance. The Plan shall contain sets of rules to gauge when a process is out of control and detail what action will be taken to bring the process into control. As a minimum, a process shall be deemed out of control and production stopped and corrective action taken, if:

(1) One point falls outside the Suspension Limit line for individual measurements or range; or

(2) Two points in a row fall outside the Action Limit line for individual measurements.

403-5.6 Quality control (QC) reports. Contractor shall maintain records and shall submit reports of QC activities daily, in accordance with the CQCP described in Item C-100.

MATERIAL ACCEPTANCE

403-6.1. Quality Assurance Acceptance sampling and testing. Unless otherwise specified, all acceptance sampling and testing necessary to determine conformance with the requirements specified in this Section will be performed by Engineer at no cost to Contractor except that coring as required in this Section shall be completed and paid for by Contractor.

a. Quality Assurance (QA) testing laboratory. The QA testing laboratory performing these acceptance tests will be accredited in accordance with ASTM D3666. The QA laboratory accreditation will be current and listed on the accrediting authority's website. All test methods required for acceptance sampling and testing will be listed on the lab accreditation.

b. Lot Size. A standard lot will be equal to one day's production divided into approximately equal sublots of between 400 to 600 tons. When only one or two sublots are produced in a day's production, the sublots will be combined with the production lot from the previous or next day.

Where more than one plant is simultaneously producing asphalt for the job, the lot sizes will apply separately for each plant.

c. Asphalt air voids. Plant-produced asphalt will be tested for air voids on a sublot basis.

(1) Sampling. Material from each sublot shall be sampled in accordance with ASTM D3665. Samples shall be taken from material deposited into trucks at the plant or at the job site in accordance with ASTM D979. The sample of asphalt may be put in a covered metal tin and placed in an oven for not less than 30 minutes nor more than 60 minutes to maintain the material at or above the compaction temperature as specified in the JMF.

(2) Testing. Air voids will be determined for each sublot in accordance with ASTM D3203 for a set of compacted specimens prepared in accordance with ASTM D6925.

d. In-place asphalt mat and joint density. Each sublot will be tested for in-place mat and joint density as a percentage of the theoretical maximum density (TMD).

(1) Sampling. Contractor will cut minimum 5 inches diameter samples in accordance with ASTM D5361. Contractor shall furnish all tools, labor, and materials for cleaning, and filling the cored pavement. Laitance produced by the coring operation shall be removed immediately after coring, and core holes shall be filled within one day after sampling in a manner acceptable to the RPR.

(2) Bond. Each lift of asphalt shall be bonded to the underlying layer. If cores reveal that the surface is not bonded, additional cores shall be taken as directed by the RPR to determine the extent of unbonded areas. Unbonded areas shall be removed by milling and replaced at no additional cost as directed by the RPR.

(3) Thickness. Thickness of each lift of surface course will be evaluated by the RPR for compliance to the requirements shown on the Plans after any necessary corrections for grade. Measurements of thickness will be made using the cores extracted for each sublot for density measurement. The maximum allowable deficiency at any point will not be more than 1/4 inch less than the thickness indicated for the lift. Average thickness of lift, or combined lifts, will not be less than the indicated thickness. Where the thickness tolerances are not met, the lot or sublot shall be corrected by Contractor at his expense by removing the deficient area and replacing with new pavement. Contractor, at his expense, may take additional cores as approved by the RPR to circumscribe the deficient area.

(4) Mat density. One core shall be taken from each sublot. Core locations will be determined by the RPR in accordance with ASTM D3665. Cores for mat density shall not be taken closer than 1 foot from a transverse or longitudinal joint. The bulk specific gravity of each cored sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each sublot sample by the TMD for that sublot.

(5) Joint density. One core centered over the longitudinal joint shall be taken for each sublot which contains a longitudinal joint. Core locations will be determined by the RPR in accordance with ASTM D3665. The bulk specific gravity of each core sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each joint density sample by the average TMD for the lot. The TMD used to determine the joint density at joints formed between lots will be the lower of the average TMD values from the adjacent lots.

403-6.2 Acceptance criteria.

a. General. Acceptance will be based on the implementation of the Contractor Quality Control Program (CQCP) and the following characteristics of the asphalt and completed pavements: air voids, mat density, joint density, and grade.

b. Air voids. Acceptance of each lot of plant produced material for air voids will be based upon the average air void from the sublots. If the average air voids of the lot are equal to or greater than 2% and equal to or less than 5%, then the lot will be acceptable. If the average is below 2% or greater than 5%, the lot shall be removed and replaced at Contractor's expense.

c. Mat density. Acceptance of each lot of plant produced material for mat density will be based on the average of all of the densities taken from the sublots. If the average mat density of the lot so established equals or exceeds 94%, the lot will be acceptable. If the average mat density of the lot is below 94%, the lot shall be removed and replaced at Contractor's expense.

d. Joint density. Acceptance of each lot of plant produced asphalt for joint density will be based on the average of all of the joint densities taken from the sublots. If the average joint density of the lot so established equals or exceeds 92%, the lot will be acceptable. If the average joint density of the lot is less than 92%, Contractor shall stop production and evaluate the method of compacting joints. Production may

resume once the reason for poor compaction has been determined and appropriate measures have been taken to ensure proper compaction.

e. Grade. The final finished surface of the pavement of the completed project shall be surveyed to verify that the grade elevations and cross-sections shown on the Plans do not deviate more than 1/2 inch vertically or 0.1 feet laterally.

Cross-sections of the pavement shall be taken at a minimum 50-foot longitudinal spacing and at all longitudinal grade breaks. Minimum cross-section grade points shall include grade at centerline, and edge of pavement.

The survey and documentation shall be stamped and signed by a licensed surveyor. Payment for sublots that do not meet grade for over 25% of the sublot shall not be more than 95%.

403-6.3 Resampling Pavement for Mat Density.

a. General. Resampling of a lot of pavement will only be allowed for mat density and then, only if Contractor requests same in writing, within 48 hours after receiving the written test results from the RPR. A retest will consist of all the sampling and testing procedures contained in Paragraphs 403-6.1. Only one resampling per lot will be permitted.

(1) A redefined mat density will be calculated for the resampled lot. The number of tests used to calculate the redefined mat density will include the initial tests made for that lot plus the retests.

(2) The cost for resampling and retesting shall be borne by Contractor.

b. Payment for resampled lots. The redefined mat density for a resampled lot will be used to evaluate the acceptance of that lot in accordance with Paragraph 403-6.2.

c. Outliers. Check for outliers in accordance with ASTM E178, at a significance level of 5%. Outliers will be discarded, and density determined using the remaining test values.

METHOD OF MEASUREMENT

403-7.1 Measurement. Plant mix asphalt mix pavement shall be measured by the number of tons of asphalt pavement used in the accepted work. Recorded batch weights or truck scale weights will be used to determine the basis for the tonnage.

BASIS OF PAYMENT

403-8.1 Payment. Payment for a lot of asphalt mixture meeting all acceptance criteria as specified in Paragraph 403-6.2 shall be made at the contract unit price per ton for asphalt. The price shall be compensation for furnishing all materials, for all preparation, mixing, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-403-8.1 Asphalt Base Course, 5 inch thickness, 3 inch max lifts, complete, per ton

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C29	Standard Test Method for Bulk Density ("Unit Weight") and Voids in Aggregate
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer than 75-μm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C127	Standard Test Method for Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate
ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C142	Standard Test Method for Clay Lumps and Friable Particles in Aggregates
ASTM C183	Standard Practice for Sampling and the Amount of Testing of Hydraulic Cement
ASTM C566	Standard Test Method for Total Evaporable Moisture Content of Aggregate by Drying
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D242	Standard Specification for Mineral Filler for Bituminous Paving Mixtures
ASTM D946	Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction
ASTM D979	Standard Practice for Sampling Bituminous Paving Mixtures
ASTM D1073	Standard Specification for Fine Aggregate for Bituminous Paving Mixtures
ASTM D1074	Standard Test Method for Compressive Strength of Bituminous Mixtures
ASTM D1461	Standard Test Method for Moisture or Volatile Distillates in Bituminous Paving Mixtures
ASTM D2041	Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D2172	Standard Test Method for Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
ASTM D2419	Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
ASTM D2489	Standard Practice for Estimating Degree of Particle Coating of Bituminous-Aggregate Mixtures

ASTM D2726	Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures
ASTM D2950	Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods
ASTM D3203	Standard Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D3381	Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
ASTM D4125	Standard Test Methods for Asphalt Content of Bituminous mixtures by the Nuclear Method
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4552	Standard Practice for Classifying Hot-Mix Recycling Agents
ASTM D4791	Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D4867	Standard Test Method for Effect of Moisture on Asphalt Concrete Paving Mixtures
ASTM D5444	Standard Test Method for Mechanical Size Analysis of Extracted Aggregate
ASTM D5581	Standard Test Method for Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus (6 inch-Diameter Specimen)
ASTM D5821	Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate
ASTM D6307	Standard Test Method for Asphalt Content of Hot-Mix Asphalt by Ignition Method
ASTM D6373	Standard Specification for Performance Graded Asphalt Binder
ASTM D6752	Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Automatic Vacuum Sealing Method
ASTM D6925	Standard Test Method for Preparation and Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by Means of the SuperPave Gyratory Compactor
ASTM D6926	Standard Practice for Preparation of Bituminous Specimens Using Marshall Apparatus
ASTM D6927	Standard Test Method for Marshall Stability and Flow of Bituminous Mixtures
ASTM D6995	Standard Test Method for Determining Field VMA based on the Maximum Specific Gravity of the Mix (Gmm)

ASTM E11	Standard Specification for Woven Wire Test Sieve Cloth and Test Sieves
ASTM E178	Standard Practice for Dealing with Outlying Observations
ASTM E2133	Standard Test Method for Using a Rolling Inclinometer to Measure Longitudinal and Transverse Profiles of a Traveled Surface

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M156	Standard Specification for Requirements for Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures
AASHTO T329	Standard Method of Test for Moisture Content of Hot Mix Asphalt (HMA) by Oven Method
AASHTO T 340	Standard Method of Test for Determining the Rutting Susceptibility of Hot Mix Asphalt (APA) Using the Asphalt Pavement Analyzer (APA)

Asphalt Institute (AI)

MS-2	Mix Design Manual, 7th Edition
MS-26	Asphalt Binder Handbook AI State Binder Specification Database

FAA Orders

5300.1	Modifications to Agency Airport Design, Construction, and Equipment Standards

Federal Highway Administration (FHWA)

Long Term Pavement Performance Binder program

Software

FAARFIELD

END OF ITEM P-403

Item P-602 Emulsified Asphalt Prime Coat

DESCRIPTION

602-1.1 This item shall consist of an application of emulsified asphalt material on the prepared base course in accordance with these specifications and in reasonably close conformity to the lines shown on the Plans.

MATERIALS

602-2.1 Emulsified Asphalt material. The emulsified asphalt material shall be as specified in ASTM D3628 for use as a prime coat appropriate to local conditions. Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the emulsified asphalt material. The COA shall be provided to and approved by the Resident Project Representative (RPR) before the emulsified asphalt material is applied. The furnishing of the COA for the emulsified asphalt material shall not be interpreted as a basis for Final Acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the Project.

CONSTRUCTION METHODS

602-3.1 Weather limitations. The emulsified asphalt prime coat shall be applied only when the existing surface is dry; the atmospheric temperature is 50°F or above, and the temperature has not been below 35°F for the 12 hours prior to application; and when the weather is not foggy or rainy. The temperature requirements may be waived when directed by the RPR.

602-3.2 Equipment. The equipment shall include a self-powered pressure asphalt material distributor and equipment for heating asphalt material.

Provide a distributor with pneumatic tires of such size and number that the load produced on the base surface does not exceed 65.0 psi of tire width to prevent rutting, shoving or otherwise damaging the base, surface or other layers in the pavement structure. Design and equip the distributor to spray the asphalt material in a uniform coverage at the specified temperature, at readily determined and controlled rates from 0.05 to 1.0 gallons per square yard, with a pressure range of 25 to 75 psi and with an allowable variation from the specified rate of not more than ±5%, and at variable widths. Include with the distributor equipment a separate power unit for the bitumen pump, full-circulation spray bars, tachometer, pressure gauges, volume-measuring devices, adequate heaters for heating of materials to the proper application temperature, a thermometer for reading the temperature of tank contents, and a hand hose attachment suitable for applying asphalt material manually to areas inaccessible to the distributor. Equip the distributor to circulate and agitate the asphalt material during the heating process. If the distributor is not equipped with an operable quick shutoff valve, the prime operations shall be started and stopped on building paper.

A power broom and power blower suitable for cleaning the surfaces to which the asphalt coat is to be applied shall be provided.

Asphalt distributors must be calibrated annually in accordance with ASTM D2995. Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

602-3.3 Application of emulsified asphalt material. Immediately before applying the prime coat, the full width of the surface to be primed shall be swept with a power broom to remove all loose dirt and other objectionable material.

The asphalt emulsion material shall be uniformly applied with an asphalt distributor at the rate of 0.15 to 0.30 gallons per square yard depending on the base course surface texture. The type of asphalt material and application rate shall be approved by the RPR prior to application.

Following application of the emulsified asphalt material and prior to application of the succeeding layer of pavement, allow the asphalt coat to cure and to obtain evaporation of any volatiles or moisture. Maintain the coated surface until the succeeding layer of pavement is placed, by protecting the surface against damage and by repairing and recoating deficient areas. Allow the prime coat to cure without being disturbed for a period of at least 48 hours or longer, as may be necessary to attain penetration into the treated course. Furnish and spread sand to effectively blot up and cure excess asphalt material. Contractor shall remove blotting sand prior to asphalt concrete lay down operations at no additional expense to Owner. Keep traffic off surfaces freshly treated with asphalt material. Provide sufficient warning signs and barricades so that traffic will not travel over freshly treated surfaces.

602-3.4 Trial application rates. Contractor shall apply a minimum of three lengths of at least 100 feet for the full width of the distributor bar to evaluate the amount of emulsified asphalt material that can be satisfactorily applied with the equipment. Apply three different application rates of emulsified asphalt materials within the application range specified in Paragraph 602-3.3. Other trial applications can be made using various amounts of material as directed by the RPR. The trial application is to demonstrate the equipment can uniformly apply the emulsified asphalt material within the rates specified and determine the application rate for the Project.

602-3.5 Freight and waybills. Contractor shall submit waybills and delivery tickets during the progress of the Work. Before the final estimate is allowed, file with the RPR certified waybills and certified delivery tickets for all emulsified asphalt materials used in the construction of the pavement covered by the Contract. Do not remove emulsified asphalt material from storage until the initial outage and temperature measurements have been taken. The delivery or storage units will not be released until the final outage has been taken.

METHOD OF MEASUREMENT

602-4.1 The emulsified asphalt material for prime coat shall be measured by the gallon. Volume shall be corrected to the volume at 60°F in accordance with ASTM D4311. The emulsified asphalt material paid for will be the measured quantities used in the accepted work, provided that the measured quantities are not 10% over the specified application rate. Any amount of emulsified asphalt material more than 10% over the specified application rate for each application will be deducted from the measured quantities, except for irregular areas where hand spraying of the emulsified asphalt material is necessary. Water added to emulsified asphalt will not be measured for payment.

BASIS OF PAYMENT

602-5.1 Payment shall be made at the contract unit price per gallon for emulsified asphalt prime coat. This price shall be full compensation for furnishing all materials and for all preparation, delivering, and applying the materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item P-602-5.1	Emulsified Asphalt Prime Coat, complete, per gallon

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D2995	Standard Practice for Estimating Application Rate and Residual Application Rate of Bituminous Distributors
ASTM D3628	Standard Practice for Selection and Use of Emulsified Asphalts

END OF ITEM P-602

Item P-603 Emulsified Asphalt Tack Coat

DESCRIPTION

603-1.1 This item shall consist of preparing and treating an asphalt or concrete surface with asphalt material in accordance with these specifications and in reasonably close conformity to the lines shown on the plans.

MATERIALS

603-2.1 Asphalt materials. The asphalt material shall be an emulsified asphalt as specified in ASTM D3628 as an asphalt application for tack coat appropriate to local conditions. The emulsified asphalt shall not be diluted. Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the asphalt material to the Resident Project Representative (RPR) before the asphalt material is applied for review and acceptance. The furnishing of COA for the asphalt material shall not be interpreted as a basis for Final Acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the Project.

CONSTRUCTION METHODS

603-3.1 Weather limitations. The tack coat shall be applied only when the existing surface is dry and the atmospheric temperature is 50°F or above; the temperature has not been below 35°F for the 12 hours prior to application; and when the weather is not foggy or rainy. The temperature requirements may be waived when directed by the RPR.

603-3.2 Equipment. Contractor shall provide equipment for heating and applying the emulsified asphalt material. The emulsion shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the emulsion. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under 8 miles per hour or 700 feet per minute.

The equipment will be tested under pressure for leaks and to ensure proper set-up before use to verify truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application, spray-bar height and pressure and pump speed, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use.

The distributor truck shall be equipped with a minimum 12-foot spreader spray bar with individual nozzle control with computer-controlled application rates. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the emulsion and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy. If the distributor is not equipped with an operable quick shutoff valve, the prime operations shall be started and stopped on building paper.

The distributor truck shall be equipped to effectively heat and mix the material to the required temperature prior to application as required. Heating and mixing shall be done in accordance with the manufacturer's recommendations. Do not overheat or over mix the material.

The distributor shall be equipped with a hand sprayer.

Asphalt distributors must be calibrated annually in accordance with ASTM D2995. Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

A power broom and/or power blower suitable for cleaning the surfaces to which the asphalt tack coat is to be applied shall be provided.

603-3.3 Application of emulsified asphalt material. The emulsified asphalt shall not be diluted. Immediately before applying the emulsified asphalt tack coat, the full width of surface to be treated shall be swept with a power broom and/or power blower to remove all loose dirt and other objectionable material.

The emulsified asphalt material shall be uniformly applied with an asphalt distributor at the rates appropriate for the conditions and surface specified in the table below. The type of asphalt material and application rate shall be approved by the RPR prior to application.

Emulsified Asphalt

Surface Type	Residual Rate, gal/SY	Emulsion Application Bar Rate, gal/SY
New asphalt	0.02-0.05	0.03-0.07
Existing asphalt	0.04-0.07	0.06-0.11
Milled Surface	0.04-0.08	.0.06-0.12
Concrete	0.03-0.05	0.05-0.08

After application of the tack coat, the surface shall be allowed to cure without being disturbed for the period of time necessary to permit drying and setting of the tack coat. This period shall be determined by the RPR. Contractor shall protect the tack coat and maintain the surface until the next course has been placed. When the tack coat has been disturbed by Contractor, tack coat shall be reapplied at Contractor's expense.

603-3.4 Freight and waybills. Contractor shall submit waybills and delivery tickets, during progress of the Work. Before the final statement is allowed, file with the RPR certified waybills and certified delivery tickets for all emulsified asphalt materials used in the construction of the pavement covered by the contract. Do not remove emulsified asphalt material from storage until the initial outage and temperature measurements have been taken. The delivery or storage units will not be released until the final outage has been taken.

METHOD OF MEASUREMENT

603-4.1 The emulsified asphalt material for tack coat shall be measured by the gallon. Volume shall be corrected to the volume at 60°F in accordance with ASTM D1250. The emulsified asphalt material paid for will be the measured quantities used in the accepted Work, provided that the measured quantities are not 10% over the specified application rate. Any amount of emulsified asphalt material more than 10% over the specified application rate for each application will be deducted from the measured quantities, except for irregular areas where hand spraying of the emulsified asphalt material is necessary. Water added to emulsified asphalt will not be measured for payment.

BASIS OF PAYMENT

603.5-1 Payment shall be made at the contract unit price per gallon of emulsified asphalt material. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-603-5.1	Emulsified Asphalt Tack Coat, complete, per gallon

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D1250	Standard Guide for Use of the Petroleum Measurement Tables
ASTM D2995	Standard Practice for Estimating Application Rate and Residual Application Rate of Bituminous Distributors
ASTM D3628	Standard Practice for Selection and Use of Emulsified Asphalts

END ITEM P-603

Item P-610 Concrete for Miscellaneous Structures

DESCRIPTION

610-1.1 This item shall consist of concrete and reinforcement, as shown on the plans, prepared and constructed in accordance with these Specifications. This Specification shall be used for all concrete other than airfield pavement which are cast-in-place.

MATERIALS

610-2.1 General. Only approved materials, conforming to the requirements of these Specifications, shall be used in the Work. Materials may be subject to inspection and tests at any time during their preparation or use. The source of all materials shall be approved by the Resident Project Representative (RPR) before delivery or use in the Work. Representative preliminary samples of the materials shall be submitted by Contractor, when required, for examination and test. Materials shall be stored and handled to ensure preservation of their quality and fitness for use and shall be located to facilitate prompt inspection. All equipment for handling and transporting materials and concrete must be clean before any material or concrete is placed in them.

The use of pit-run aggregates shall not be permitted unless the pit-run aggregate has been screened and washed, and all fine and coarse aggregates stored separately and kept clean. The mixing of different aggregates from different sources in one storage stockpile or alternating batches of different aggregates shall not be permitted.

a. Reactivity. Fine aggregate and coarse aggregates to be used in all concrete shall have been tested separately within six months of the project in accordance with ASTM C1260. Test results shall be submitted to the RPR. The aggregate shall be considered innocuous if the expansion of test specimens, tested in accordance with ASTM C1260, does not exceed 0.08% at 14 days (16 days from casting). If the expansion either or both test specimen is greater than 0.08% at 14 days, but less than 0.20%, a minimum of 25% of Type F fly ash, or between 40% and 55% of slag cement shall be used in the concrete mix.

If the expansion is greater than 0.20% the aggregates shall not be used, and test results for other aggregates must be submitted for evaluation.

610-2.2 Coarse aggregate. The coarse aggregate for concrete shall meet the requirements of ASTM C33 and the requirements of Table 4, Class Designation 5S; and the grading requirements shown below, as required for the Project.

Coarse Aggregate Grading Requirements

Maximum Aggregate Size	ASTM C33, Table 3 Grading Requirements (Size No.)
1 1/2 inch	467 or 4 and 67
1 inch	57
3/4 inch (19 mm)	67
1/2 inch	7

610-2.2.1 Coarse Aggregate susceptibility to durability (D) cracking. Not used.

610-2.3 Fine aggregate. The fine aggregate for concrete shall meet all fine aggregate requirements of ASTM C33.

610-2.4 Cement. Cement shall conform to the requirements of ASTM C-150 Type II.

610-2.5 Cementitious materials.

a. Fly ash. Fly ash shall meet the requirements of ASTM C618, with the exception of loss of ignition, where the maximum shall be less than 6%. Fly ash shall have a Calcium Oxide (CaO) content of less than 15% and a total available alkali content less than 3% per ASTM C311. Fly ash produced in furnace operations using liming materials or soda ash (sodium carbonate) as an additive shall not be acceptable. Contractor shall furnish the previous three most recent, consecutive ASTM C618 reports for each source of fly ash proposed in the concrete mix and shall furnish each additional report as they become available during the Project. The reports can be used for acceptance or the material may be tested independently by the RPR.

b. Slag cement (ground granulated blast furnace (GGBF)). Slag cement shall conform to ASTM C989, Grade 100 or Grade 120. Slag cement shall be used only at a rate between 25% and 55% of the total cementitious material by mass.

610-2.6 Water. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.

610-2.7 Admixtures. Contractor shall submit certificates indicating that the material to be furnished meets all of the requirements indicated below. In addition, the RPR may require Contractor to submit complete test data from an approved laboratory showing that the material to be furnished meets all of the requirements of the cited specifications. Subsequent tests may be made of samples taken by the RPR from the supply of the material being furnished or proposed for use on the Work to determine whether the admixture is uniform in quality with that approved.

a. Air-entraining admixtures. Air-entraining admixtures shall meet the requirements of ASTM C260 and shall consistently entrain the air content in the specified ranges under field conditions. The air-entrainment agent and any water reducer admixture shall be compatible.

b. Water-reducing admixtures. Water-reducing admixture shall meet the requirements of ASTM C494, Type A, B, or D. ASTM C494, Type F and G high range water reducing admixtures and ASTM C1017 flowable admixtures shall not be used.

c. Other chemical admixtures. The use of set retarding and set-accelerating admixtures shall be approved by the RPR. Retarding shall meet the requirements of ASTM C494, Type A, B, or D and set-accelerating shall meet the requirements of ASTM C494, Type C. Calcium chloride and admixtures containing calcium chloride shall not be used.

610-2.8 Premolded joint material. Premolded joint material for expansion joints shall meet the requirements of ASTM D1751.

610-2.9 Joint filler. The filler for joints shall meet the requirements of Item P-605, unless otherwise specified.

610-2.10 Steel reinforcement. Reinforcing shall conform to the requirements of:

Steel Reinforcement

Reinforcing Steel	ASTM A615
Welded Steel Wire Fabric	ASTM A1064

610-2.11 Materials for curing concrete. Curing materials shall conform to any of the following:

Materials for Curing

Waterproof paper	ASTM C171
Clear or white Polyethylene Sheeting	ASTM C171
White-pigmented Liquid Membrane-Forming Compound, Type 2, Class B	ASTM C309

CONSTRUCTION METHODS

610-3.1 General. Contractor shall furnish all labor, materials, and services necessary for, and incidental to, the completion of all Work as shown on the Drawings and specified here. All machinery and equipment used by Contractor on the Work, shall be of sufficient size to meet the requirements of the Work. All Work shall be subject to the inspection and approval of the RPR.

610-3.2 Concrete Mixture. The concrete shall develop a compressive strength of 4,000 psi in 28 days as determined by test cylinders made in accordance with ASTM C31 and tested in accordance with ASTM C39. The concrete shall contain not less than 470 pounds of cementitious material per cubic yard. The water cementitious ratio shall not exceed 0.45 by weight. The air content of the concrete shall be 5% +/- 1.2% as determined by ASTM C231 and shall have a slump of not more than 4 inches as determined by ASTM C143.

610-3.3 Mixing. Concrete may be mixed at the construction site, at a central point, or wholly or in part in truck mixers. The concrete shall be mixed and delivered in accordance with the requirements of ASTM C94 or ASTM C685.

The concrete shall be mixed only in quantities required for immediate use. Concrete shall not be mixed while the air temperature is below 40°F without the RPRs approval. If approval is granted for mixing under such conditions, aggregates, or water, or both, shall be heated and the concrete shall be placed at a temperature not less than 50°F nor more than 100°F. Contractor shall be held responsible for any defective work, resulting from freezing or injury in any manner during placing and curing, and shall replace such work at his expense.

Retempering of concrete by adding water or any other material is not permitted.

The rate of delivery of concrete to the job shall be sufficient to allow uninterrupted placement of the concrete.

610-3.4 Forms. Concrete shall not be placed until all the forms and reinforcements have been inspected and approved by the RPR. Forms shall be of suitable material and shall be of the type, size, shape, quality, and strength to build the structure as shown on the Plans. The forms shall be true to line and grade and shall be mortar-tight and sufficiently rigid to prevent displacement and sagging between supports. The surfaces of forms shall be smooth and free from irregularities, dents, sags, and holes. Contractor shall be responsible for their adequacy.

The internal form ties shall be arranged so no metal will show in the concrete surface or discolor the surface when exposed to weathering when the forms are removed. All forms shall be wetted with water or with a non-staining mineral oil, which shall be applied immediately before the concrete is placed. Forms shall be constructed so they can be removed without injuring the concrete or concrete surface.

610-3.5 Placing reinforcement. All reinforcement shall be accurately placed, as shown on the plans, and shall be firmly held in position during concrete placement. Bars shall be fastened together at intersections. The reinforcement shall be supported by approved metal chairs. Shop drawings, lists, and bending details shall be supplied by Contractor when required.

610-3.6 Embedded items. Before placing concrete, all embedded items shall be firmly and securely fastened in place as indicated. All embedded items shall be clean and free from coating, rust, scale, oil, or any foreign matter. The concrete shall be spaded and consolidated around and against embedded items. The embedding of wood shall not be allowed.

610-3.7 Concrete Consistency. Contractor shall monitor the consistency of the concrete delivered to the Project Site; collect each batch ticket; check temperature; and perform slump tests on each truck at the project Site in accordance with ASTM C143.

610-3.8 Placing concrete. All concrete shall be placed during daylight hours, unless otherwise approved. The concrete shall not be placed until the depth and condition of foundations, the adequacy of forms and falsework, and the placing of the steel reinforcing have been approved by the RPR. Concrete shall be placed as soon as practical after mixing, but in no case later than one (1) hour after water has been added to the mix. The method and manner of placing shall avoid segregation and displacement of the reinforcement. Troughs, pipes, and chutes shall be used as an aid in placing concrete when necessary. The concrete shall not be dropped from a height of more than 5 feet. Concrete shall be deposited as nearly as practical in its final position to avoid segregation due to rehandling or flowing. Do not subject concrete to procedures which cause segregation. Concrete shall be placed on clean, damp surfaces, free from running water, or on a properly consolidated soil foundation.

610-3.9 Vibration. Vibration shall follow the guidelines in American Concrete Institute (ACI) Committee 309R, Guide for Consolidation of Concrete.

610-3.10 Joints. Joints shall be constructed as indicated on the Plans.

610-3.11 Finishing. All exposed concrete surfaces shall be true, smooth, and free from open or rough areas, depressions, or projections. All concrete horizontal plane surfaces shall be brought flush to the proper elevation with the finished top surface struck-off with a straightedge and floated.

610-3.12 Curing and protection. All concrete shall be properly cured in accordance with the recommendations in American Concrete Institute (ACI) 308R, Guide to External Curing of Concrete. The concrete shall be protected from damage until Project acceptance.

610-3.13 Cold weather placing. When concrete is placed at temperatures below 40°F, follow the cold weather concreting recommendations found in ACI 306R, Cold Weather Concreting.

610-3.14 Hot weather placing. When concrete is placed in hot weather greater than 85ºF, follow the hot weather concreting recommendations found in ACI 305R, Hot Weather Concreting.

QUALITY ASSURANCE (QA)

610-4.1 Quality Assurance sampling and testing. Concrete for each day's placement will be accepted on the basis of the compressive strength specified in Paragraph 610-3.2. The RPR will sample the concrete in accordance with ASTM C172; test the slump in accordance with ASTM C143; test air content in accordance with ASTM C231; make and cure compressive strength specimens in accordance with ASTM C31; and test in accordance with ASTM C39. The QA testing agency will meet the requirements of ASTM C1077.

Contractor shall provide adequate facilities for the initial curing of cylinders.

610-4.2 Defective work. Any defective work that cannot be satisfactorily repaired as determined by the RPR, shall be removed and replaced at Contractor's expense. Defective work includes, but is not limited to, uneven dimensions, honeycombing and other voids on the surface or edges of the concrete.

BID ITEM 12

610-5.1 Item P-610 shall not be paid directly, but is considered part of Bid Item 12 FAA MALSR cable reroute.

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM A184	Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A704	Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement
ASTM A706	Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A775	Standard Specification for Epoxy-Coated Steel Reinforcing Bars
ASTM A884	Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement
ASTM A934	Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars
ASTM A1064	Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM C31	Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C33	Standard Specification for Concrete Aggregates

ASTM C39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C94	Standard Specification for Ready-Mixed Concrete
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C114	Standard Test Methods for Chemical Analysis of Hydraulic Cement
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C143	Standard Test Method for Slump of Hydraulic-Cement Concrete
ASTM C150	Standard Specification for Portland Cement
ASTM C171	Standard Specification for Sheet Materials for Curing Concrete
ASTM C172	Standard Practice for Sampling Freshly Mixed Concrete
ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C260	Standard Specification for Air-Entraining Admixtures for Concrete
ASTM C309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C311	Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland-Cement Concrete
ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C666	Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
ASTM C685	Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing
ASTM C989	Standard Specification for Slag Cement for Use in Concrete and Mortars
ASTM C1017	Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete
ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM C1157	Standard Performance Specification for Hydraulic Cement
ASTM C1260	Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
ASTM C1365	Standard Test Method for Determination of the Proportion of Phases in Portland Cement and Portland-Cement Clinker Using X-Ray Powder Diffraction Analysis
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete

ASTM D1751	Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Asphalt Types)
ASTM D1752	Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction

American Concrete Institute (ACI)

ACI 305R	Hot Weather Concreting
ACI 306R	Cold Weather Concreting
ACI 308R	Guide to External Curing of Concrete
ACI 309R	Guide for Consolidation of Concrete

END OF ITEM P-610

Item P-620 Runway and Taxiway Marking

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms "paint" and "marking material" as well as "painting" and "application of markings" are interchangeable throughout this Specification.

MATERIALS

620-2.1 Materials acceptance. Contractor shall furnish manufacturer's certified test reports, for materials shipped to the Project. The certified test reports shall include a statement that the materials meet the Specification requirements. This certification along with a copy of the paint manufacturer's surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

620-2.2 Marking materials.

Table 1. Marking Materials

Paint[1]				Glass Beads[2]	
Type	**Color**	**Fed Std. 595 Number**	**Application Rate Maximum**	**Type**	**Application Rate Minimum**
III	White	37925	90 sf/gal	III	8 lb/gal
	Yellow	33538 or 33655		III	8 lb/gal
	Black	37038		None	N/A
	Red	31136		1A	7 lb/gal

[1] See Paragraph 620-2.2a.

[2] See Paragraph 620-2.2b.

a. Paint. Paint shall be waterborne in accordance with the requirements of this Paragraph. Paint colors shall comply with Federal Standard No. 595.

Waterborne. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type III. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis. The acrylic resin used for Type III shall be 100% cross linking acrylic as evidenced by infrared peaks at wavelengths 1568, 1624, and 1672 cm-l with intensities equal to those produced by an acrylic resin known to be 100% cross linking.

b. Reflective media. Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type III.

Glass beads for red and pink paint shall meet the requirements for Type I, Gradation A.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

CONSTRUCTION METHODS

620-3.1 Weather limitations. Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with Paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

620-3.3 Preparation of surfaces. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminates that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

a. Preparation of new pavement surfaces. The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

b. Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by water blasting. Removal shall minimize damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufactures application

and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

620-3.4 Layout of markings. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the Plans.

620-3.5 Application. A period of **30** days shall elapse between placement of surface course or seal coat and application of the permanent paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the Plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

The edges of the markings shall not vary from a straight line more than 1/2 inch in 50 feet, and marking dimensions and spacing shall be within the following tolerances:

Marking Dimensions and Spacing Tolerance

Dimension and Spacing	Tolerance
36 inch or less	±1/2 inch
greater than 36 inch to 6 feet	±1 inch
greater than 6 feet to 60 feet	±2 inch
greater than 60 feet	±3 inch

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

620-3.6 Application--preformed thermoplastic airport pavement markings.

Preformed thermoplastic pavement markings not used.

620-3.7 Control strip. Prior to the full application of airfield markings, Contractor shall prepare a control strip in the presence of the RPR. Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the Project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 Retro-reflectance. Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). A total of 6 reading shall be taken over a 6 square foot area with 3 readings taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other.

Minimum Retro-Reflectance Values

Material	Retro-reflectance mcd/m^2/lux		
	White	**Yellow**	**Red**
Initial Type I	300	175	35
Initial Type III	600	300	35
Initial Thermoplastic	225	100	35
All materials, remark when less than[1]	100	75	10

[1] 'Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance.

620-3.9 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1a The quantity of surface preparation will not be measured.

620-4.1b The quantity of markings to be paid for shall be measured by the square foot.

620-4.1c The quantity of reflective media will not be measured.

620-4.1d The quantity of marking removal will not be measured.

BASIS OF PAYMENT

620-5.1 This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these Specifications.

620-5.1a No direct payment will be made for surface preparation.

620-5.2b Payment for markings shall be made at the contract price for the number of square feet of painting.

620-5.3c No direct payment will be made for reflective media.

620-5.4d No direct payment will be made for marking removal.

Payment will be made under:

Item P-620-5.2b Marking, including reflective media per Specification, per square foot

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

40 CFR Part 60, Appendix A-7, Method 24	Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings
29 CFR Part 1910.1200	Hazard Communication

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D	Beads (Glass Spheres) Retro-Reflective
FED SPEC TT-P-1952F	Paint, Traffic and Airfield Marking, Waterborne
FED STD 595	Colors used in Government Procurement

Commercial Item Description

A-A-2886B	Paint, Traffic, Solvent Based

Advisory Circulars (AC)

AC 150/5340-1	Standards for Airport Markings
AC 150/5320-12	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

END OF ITEM P-620

Item T-901 Seeding

DESCRIPTION

901-1.1 This item shall consist of soil preparation, seeding and fertilizing the areas shown on the Plans or as directed by Engineer in accordance with these specifications. Areas of soil preparation, seeding and fertilizing under this item shall include, but not be limited to, unpaved areas within the limits of grading as shown on the plans or as designated by Engineer, any areas of existing turf disturbed during construction, excavated areas, Contractor haul routes or travel paths, and Contractor plant and office areas, and stockpile areas.

MATERIALS

901-2.1 Seed. The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. Contractor shall furnish Engineer duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six months of date of delivery. This statement shall include name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected. For this Project, two seed mixes will be planted together - the cool or warm season mix as determined by the planting time, and the Permanent Seed Mixture shown herein:

Quantity of Pure Live Seed[1] (option 3)

Seed Mixture for Cool Season Seeding (Sept.1-Nov. 30)	
Common Name	**Mixture Quantity**
Western Wheatgrass	8.4 PLS/acre
Wheat (red, winter)	50.0 PLS/acre
Seed Mixture for Warm Season Seeding (May 1-Aug. 31)	
Buffalo Grass-Treated	34.0 PLS/acre
Permanent Seed Mixture (Optimum Feb 1 – May 15)	
Green Sprangletop	0.3 PLS/acre
Blue Grama	0.8 PLS/acre
Sand Dropseed	0.4 PLS/acre
Weeping Lovegrass	0.6 PLS/acre
Indian Ricegrass	3.0 PLS/acre
Purple Prairie Clover	0.5 PLS/acre

[1]Payment not made for soil preparation, seeding, and fertilizing prior to planting and establishing stand of grass covering a minimum of 70% of the seeded area in comparison to the surrounding grassed area.

Seeding shall be performed during such periods as recommended by the local County Extension Agent or USDA Soil Conservation Services and shall be compatible with local climate and soil conditions. Seeding shall also be performed as early as possible in the Project to maximize the growing season.

If construction completion does not coincide with a recommended planting period, Contractor shall be responsible for maintaining the areas to be seeded in accordance with Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control, until the accepted stand of grass is produced. Contractor attention is also directed to the 70% vegetative cover requirement indicated by the definition of Final Stabilization in the TPDES Construction General Permit (TXR 150000).

901-2.2 Lime. Not required.

901-2.3 Fertilizer. Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified and shall meet the requirements of applicable state laws. All fertilizer shall be delivered in bags or clearly marked containers showing the analysis, name, trademark, and warranty. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;

b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or

c. A granular or pellet form suitable for application by blower equipment.

d. Fertilizers shall have an analysis of 15-15-15 (representing respective percentages of nitrogen, phosphoric acid, and potash) as determined by the Association of Official Agricultural Chemists

e. Commercial fertilizer and shall be spread at the rate of 500 pounds per acre**.**

f. The actual rate of application shall be as recommended by the fertilizer manufacturer for the seed planted and allowing for local soil conditions and shall be approved by Engineer prior to application.901-2.4 Soil for repairs. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by Engineer before being placed.

CONSTRUCTION METHODS

901-3.1 Advance preparation and cleanup. After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches in any diameter, sticks, stumps, and other debris that might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, Contractor shall repair such damage include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches as a result of grading operations and, if immediately prior to seeding, the top 3 inches of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

When the area to be seeded is sparsely sodded, weedy, barren, and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches. Clods shall be broken and the top 3 inches of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

901-3.2 Dry application method.

a. Liming. Not required.

b. Fertilizing. Following advance preparations and cleanup fertilizer shall be uniformly spread at the rate that will provide not less than the minimum quantity stated in Paragraph 901-2.3.

c. Seeding. Grass seed shall be sown at the rate specified in Paragraph 901-2.1 immediately after fertilizing. The fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in mixtures, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

d. Rolling. After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn roller, weighing 40 to 65 pounds per foot of width for clay soil (or any soil having a tendency to pack), and weighing 150 to 200 pounds per foot of width for sandy or light soils.

e. Emulsion. After the seed has been planted, Item P-603 Asphalt Soil Stabilization shall be applied to the seeded area to hold the soil.

901-3.3 Wet application method.

a. General. Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

b. Spraying equipment. Spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments no larger than 50 gallons over entire range of tank capacity, mounted to be visible to nozzle operator. Container or tank shall also be equipped with a mechanical power-driven agitator able to always keep all solids in mixture in complete suspension until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons per minute at a pressure of 100 lb/sq inches. The pump shall be mounted in a line that will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipelines shall be capable of providing clearance for 5/8 inch solids. The power unit for the pump and agitator shall have controls mounted to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet. One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long-range jet nozzle. For case of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

To reach areas inaccessible to the regular equipment, an extension hose at least 50 feet in length shall be provided to which the nozzles may be connected.

c. Mixtures. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds of these combined solids shall be added to and mixed with each 100 gallons of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. Contractor shall identify to Engineer all sources of water at least two weeks prior to use. Engineer may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. Contractor shall not use any water from any source that is disapproved by Engineer following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within two hours from the time they were mixed or they shall be wasted and disposed of at approved locations.

d. Spraying. Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray that shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Ensure application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces that are to be mulched as indicated by the plans or designated by Engineer, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

901-3.4 Maintenance of seeded areas. Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by Engineer. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that Contractor establish a good stand of grass of uniform color and density to the satisfaction of Engineer. A grass stand shall be considered adequate when bare spots are one square foot or less, randomly dispersed, and do not exceed 3% of the area seeded.

Contractor shall be responsible for watering and maintaining seeded areas for a minimum 45 calendar days after seeding, and until establishing an acceptable stand of grass, unless otherwise directed by Engineer. The maintenance of the seeded areas may also require additional seeding to provide required stand of grass for acceptance. Such additional seeding, if required, shall be at Contractor expense.

METHOD OF MEASUREMENT

901-4.1 The final quantity of soil preparation, seeding, and fertilizing shall be the number of acres measured on the ground, completed, and accepted.

BASIS OF PAYMENT

901-5.1 Payment shall be made at the contract unit price per seeding and fertilizing or fraction thereof, which price and payment shall be full compensation for furnishing and placing all material and for all labor, equipment, tools, and incidentals necessary to complete the work prescribed in this item.

Item 901-5.1 Seeding, complete, per acre

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C602 Standard Specification for Agricultural Liming Materials

Federal Specifications (FED SPEC)

FED SPEC JJJ-S-181, Federal Specification, Seeds, Agricultural

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-901

Item T-905 Topsoil

DESCRIPTION

905-1.1 This item shall consist of preparing the ground surface for topsoil application, removing topsoil from designated stockpiles or areas to be stripped on the site or from approved sources off the site, and placing and spreading the topsoil on prepared areas in accordance with this Specification at the locations shown on the Plans or as directed by the RPR.

MATERIALS

905-2.1 Topsoil. Topsoil shall be the surface layer of soil with no admixture of refuse or any material toxic to plant growth, and it shall be reasonably free from subsoil and stumps, roots, brush, stones (2 inches or more in diameter), and clay lumps or similar objects. Brush and other vegetation that will not be incorporated with the soil during handling operations shall be cut and removed. Ordinary sod and herbaceous growth such as grass and weeds are not to be removed but shall be thoroughly broken up and intermixed with the soil during handling operations. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means, shall be removed. The topsoil or soil mixture, unless otherwise specified or approved, shall have a pH range of approximately 5.5 pH to 7.6 pH, when tested in accordance with the methods of testing of the Association of Official Agricultural Chemists in effect on the date of invitation of bids. The organic content shall be not less than 3% nor more than 20% as determined by the wet-combustion method (chromic acid reduction). There shall be not less than 20% nor more than 80% of the material passing the 200 mesh (75 µm) sieve as determined by the wash test in accordance with ASTM C117.

Natural topsoil may be amended by Contractor with approved materials and methods to meet the above Specifications.

905-2.2 Inspection and tests. Within 10 days following acceptance of the bid, the RPR shall be notified of the source of topsoil to be furnished by Contractor. The topsoil shall be inspected to determine if the selected soil meets the requirements specified and to determine the depth to which stripping will be permitted. At this time, Contractor may be required to take representative soil samples from several locations within the area under consideration and to the proposed stripping depths, for testing purposes as specified in Paragraph 905-2.1.

CONSTRUCTION METHODS

905-3.1 General. Areas to be topsoiled shall be shown on the Plans. If topsoil is available on the site, the location of the stockpiles or areas to be stripped of topsoil and the stripping depths shall be shown on the Plans.

Suitable equipment necessary for proper preparation and treatment of the ground surface, stripping of topsoil, and for the handling and placing of all required materials shall be on hand, in good condition, and approved by the RPR before the various operations are started.

905-3.2 Preparing the ground surface. Immediately prior to dumping and spreading the topsoil on any area, the surface shall be loosened by discs or spike-tooth harrows, or by other means approved by the RPR, to a minimum depth of 2 inches to facilitate bonding of the topsoil to the covered subgrade soil. The surface

of the area to be topsoiled shall be cleared of all stones larger than 2 inches in any diameter and all litter or other material which may be detrimental to proper bonding, the rise of capillary moisture, or the proper growth of the desired planting. Limited areas, as shown on the Plans, which are too compact to respond to these operations shall receive special scarification.

Grades on the area to be topsoiled, which have been established by others as shown on the Plans, shall be maintained in a true and even condition. Where grades have not been established, the areas shall be smooth-graded and the surface left at the prescribed grades in an even and compacted condition to prevent the formation of low places or pockets where water will stand.

905-3.3 Obtaining topsoil. This item shall be accomplished by excavating approximately 4 inches of existing topsoil from the grading limits and stockpiling such material temporarily near the work site in areas approved by the RPR. At the completion of the unpaved site-grading the ground surface shall be left 4 inches below the finish plan elevations. Then the stockpiled topsoil shall be respread onto the newly graded work area. Prior to the stripping of topsoil from designated areas, any vegetation, briars, stumps and large roots, rubbish or stones found on such areas, which may interfere with subsequent operations, shall be removed using methods approved by the RPR. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means shall be removed.

When suitable topsoil is available on the site, Contractor shall remove this material from the designated areas and to the depth as directed by the RPR. The topsoil shall be spread on areas already tilled and smooth-graded or stockpiled in areas approved by the RPR. Any topsoil stockpiled by Contractor shall be rehandled and placed without additional compensation. Any topsoil that has been stockpiled on the site by others, and is required for topsoil purposes, shall be removed, and placed by Contractor. The sites of all stockpiles and areas adjacent thereto which have been disturbed by Contractor shall be graded if required and put into a condition acceptable for seeding.

When suitable topsoil is secured off the airport site, Contractor shall locate and obtain the supply, subject to the approval of the RPR. Contractor shall notify the RPR sufficiently in advance of operations in order that necessary measurements and tests can be made. Contractor shall remove the topsoil from approved areas and to the depth as directed. The topsoil shall be hauled to the site of the work and placed for spreading or spread as required. Any topsoil hauled to the site of the work and stockpiled shall be rehandled and placed without additional compensation.

905-3.4 Placing topsoil. The topsoil shall be evenly spread on the prepared areas to a typical 4 inch thickness at the Runways 10 and 16R work areas and a variable thickness at the Runway 34L work area to accomplish the planned grading. These thicknesses shall be after compaction, unless otherwise shown on the Plans or stated in the Special Provisions. Spreading shall not be done when the ground or topsoil is frozen, excessively wet, or otherwise in a condition detrimental to the Work. Spreading shall be carried on so that turfing operations can proceed with a minimum of soil preparation or tilling.

After spreading, any large, stiff clods and hard lumps shall be broken with a pulverizer or by other effective means, and all stones or rocks (2 inches or more in diameter), roots, litter, or any foreign matter shall be raked up and disposed of by Contractor. After spreading is completed, the topsoil shall be satisfactorily compacted by rolling with a cultipacker or by other means approved by the RPR. The compacted topsoil surface shall conform to the required lines, grades, and cross-sections. Any topsoil or other dirt falling upon pavements as a result of hauling or handling of topsoil shall be promptly removed.

METHOD OF MEASUREMENT

905-4.1 Topsoil obtained from each work site shall be measured by the number of square yards of topsoil measured in its final position on-site and at a 4-inch thickness.

905-4.2 Topsoil obtained off the site shall be measured by the number of cubic yards of topsoil measured in its final position on-site. Topsoil shall be measured by volume in cubic yards computed by the method of end areas.

BASIS OF PAYMENT

905-5.1 Payment will be made at the contract unit price per square yard for topsoil obtained on each site. This price shall be full compensation for furnishing all materials and for all preparation, excavation, stockpiling, placing, and spreading of the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

905-5.2 Payment will be made at the contract unit price per cubic yard for topsoil obtained off the site. This price shall be full compensation for furnishing all materials and for all preparation, hauling, placing, and spreading of the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item T-905-5.1	Topsoil Obtained from Site of Runways 10 and 16R work areas, per square yard
Item T-905-5.2	Topsoil Obtained from Off the Airport for filling Runway 34L work area, per cubic yard

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C117	Materials Finer than 75 μm (No. 200) Sieve in Mineral Aggregates by Washing

Advisory Circulars (AC)

AC 150/5200-33	Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-905

APPENDIX A

GEOTECHNICAL REPORT

W. C. HAMILTON ENGINEERING, INC.

GEOTECHNICAL INVESTIGATION

RUNWAY BLAST PADS IMPROVEMENTS

MIDLAND INTERNATIONAL AIR & SPACE PORT

MIDLAND, TEXAS

PACKET 10.256 April 23, 2024

(BACK OF FRONT COVER)

P. O. Box 61307 Midland, TX 79711-1307 (432) 550-5866 FAX (432) 550-5899
bill@wchamiltonengr.com

GEOTECHNICAL INVESTIGATION
RUNWAY BLAST PADS IMPROVEMENTS
MIDLAND INTERNATIONAL AIR & SPACE PORT
MIDLAND, TEXAS

prepared for

MR. LARRY G. BELL, P.E.

PARKHILL

MIDLAND, TEXAS

NOVEMBER 18, 2022

PROJECT NO. 14341022

prepared by

William C. Hamilton, P.E.
Vice-President

TABLE OF CONTENTS

PAGE

INTRODUCTION
General 1
Subsurface Exploration 1
Laboratory Testing 2
Summary 3

SUBSURFACE MATERIALS AND CONDITIONS
Stratification 4
Material Characteristics 4
Subsurface Water Conditions 4

OTHER DESIGN CONSIDERATIONS
Other Design Values 5

LIMITATIONS OF THIS INVESTIGATION 6

APPENDIXES

GEOTECHNICAL INVESTIGATION

RUNWAY BLAST PADS IMPROVEMENTS

MIDLAND INTERNATIONAL AIR & SPACE PORT

MIDLAND, TEXAS

INTRODUCTION

General: This geotechnical investigation at the site of existing blast pads at the Midland International Air & Space Port in Midland, Texas, was authorized by signed agreement on September 15, 2022, by Mr. Danny G. Winchester, P.E., Firm Principal, Parkhill, Midland, Texas, and was performed in general accordance with our letter proposal dated September 13, 2022.

Plans call for reconstructing the Runway 16R blast pad and removal of the Runway 34L concrete blast pad. The purpose of this investigation has been to determine the subsurface soil properties and strengths for the proposed improvements.

The site is located on the east side of the of the existing Midland International Air & Space Port terminal building. The runway runs north-south with 16R on the north end and 34L on the south end. The general location of the site is shown on the aerial photographs on Plates I and II in Appendix A.

Subsurface Exploration: Subsurface materials at the site were explored by a total of four borings at locations selected by Parkhill personnel. Borings B-1, B-2, and B-3 were drilled for Runway 16R and B-4 was drilled for Runway 34L. The borings were drilled to a maximum depth of 10.0 feet. The approximate boring locations are shown on Plate I in Appendix A. Field drilling operations were completed with the plugging of the holes on October 20, 2022.

The borings were advanced using continuous sampling techniques. At the direction of the geotechnical engineer, the materials were monitored during the drilling operations for any signs of physical changes in the materials. Thicknesses of pavement sections were obtained from each boring and are reported on the Logs of Boring. An auger bit was used to advance each boring the entire depth of the hole. These samples were visually examined, identified, wrapped and sealed in plastic, when appropriate, and placed in core boxes for transportation to the laboratory.

The Standard Penetration (SPT) Test, ASTM D1586, was conducted at various intervals of depth during the exploration to aid in strength evaluations. This test procedure drops a 140 pound hammer from a height of 30 inches to advance a split barrel drive point. Depending on the resistance of the materials to penetration by the drive point, either the number of blows required to advance the drive point 12 inches, 50 blows resulting in six inches or less penetration, or the inches of penetration due to 100 blows is recorded. Results of the SPT tests are shown on the left-hand side of the Logs of Boring. The SPT samples were visually examined, identified, and wrapped and sealed in plastic for transportation to the laboratory.

Samples obtained from the field operations that were not utilized in the laboratory testing will be stored for 30 days from the date of this report. After that time they will be discarded unless written notification is received.

Laboratory Testing: The soil samples were returned to the laboratory where they were re-examined and the visual classifications checked by the geotechnical engineer. Selected specimens were chosen for testing to identify their soil classifications and natural moisture contents. The specific tests conducted are summarized as follows:

- Atterberg Limits Tests
- Percent Passing No. 200 Sieve Tests
- Natural Moisture Content Tests

The Atterberg Limits tests, percent passing No. 200-mesh sieve tests, and natural moisture content tests were used to evaluate the basic engineering properties of the soil. The results of these tests and the classifications of the subsurface materials are shown in the summary on Plate III in Appendix A. The soil classifications refer to the Unified Soil Classification System.

Summary: The results from the field exploration and the laboratory investigation are contained in the Appendixes.

SUBSURFACE MATERIALS AND CONDITIONS

Stratification: Specific types and depths of the subsurface strata encountered in the borings are shown on the attached Logs of Boring in Appendix B. In general, the subsurface materials encountered from the ground surface down consisted of:

Stratum I	Pavement Section comprised of: *B-1 and B-2*: 5.5 to 6.0 inches of Hot Mix Asphaltic Concrete (HMAC) and 1.0 to 1.5 inches of base material *B-3*: No Pavement Section *B-4*: 6.0 inches of Concrete and 2.0 inches of base material
Stratum II	Dark Brown CLAYEY SAND with some Calcareous Particles 3.8 to 5.0 feet in thickness (B-3 and B-4 terminated in this stratum at their maximum depth of 5.0 feet)
Stratum III	Tan SANDY LEAN CLAY with some Calcareous Particles at least to the bottoms of B-1 and B-2

Material Characteristics: The results of the SPT tests indicate that the CLAYEY SANDS with some calcareous particles were loose to dense in relative density. The SANDY LEAN CLAYS with some calcareous particles were medium stiff in consistency.

Subsurface Water Conditions: The borings were advanced to a depth of up to 10.0 feet using dry sampling techniques. Groundwater was not encountered in the borings during the geotechnical drilling operations. Notes on groundwater observations are contained on the Logs of Boring in Appendix B.

Be aware that these limited observations do not represent a groundwater study which was beyond the scope of this investigation, and that due to the nature of subsurface water and its relationship to climatic influences, the groundwater may be intermittent and of varying quantities and depths due to changes in the seasonal moisture content.

OTHER DESIGN CONSIDERATIONS

Other Design Values: Based on the results of the plasticity index tests, sieve analyses, and correlations of the results with similar materials, the following are recommended design values for the properties of the on-site materials:

Angle of Internal Friction (Ø):	CLAYEY SANDS:	15°
	SANDY LEAN CLAYS:	10°
Modulus of Subgrade Reaction for Mats and Concrete Pavements (pci):		
	Runway 16R:	250
	Runway 34L:	270
Ultimate Friction Factor between Soil and Base Concrete:	(Unformed) 0.4 to 0.5	
	(Formed) 0.3	
Unit Weight of Soil, pounds per cubic foot:		
	CLAYEY SANDS:	115
	SANDY LEAN CLAYS:	105

LIMITATIONS OF THIS INVESTIGATION

This report has been prepared based on a specific site and specific use and was authorized and performed under a signed contract with a scope of services negotiated for the specific project. Others not signature to the contract are responsible for their own due diligence. The use or reliance of this report by others constitutes their acceptance of the terms and conditions of the original contract (provided upon written request).

The geotechnical engineer must be consulted prior to this report being used for other than the specific project and use for which this report was written. Also, the geotechnical engineer must be consulted should the project scope change after publication of this report.

The subsurface materials and conditions are known only at the specific boring locations and within the depths explored. Subsurface conditions have been extrapolated based on known conditions in the borings, and actual field conditions elsewhere at the site may differ from those described in this report due to geological, prior use, or other factors. For this reason, we recommend that the geotechnical engineer be retained through the construction phase to include plan review and to identify variations in subsurface materials and conditions and to confirm that the recommendations contained in this report are applicable to subsurface conditions encountered elsewhere on this site.

This report should not be copied without permission of the geotechnical engineer. When copied with his/her permission, the report should be copied in its entirety and in no case should the boring logs be separated from the body of the report.

It is recommended that the construction materials testing laboratory shall meet the basic requirements of ASTM E329, but as a minimum shall have demonstrated satisfactory performance in the AASHTO Materials Reference Laboratory Proficiency Sample Program in soils and concrete.

APPENDIX A

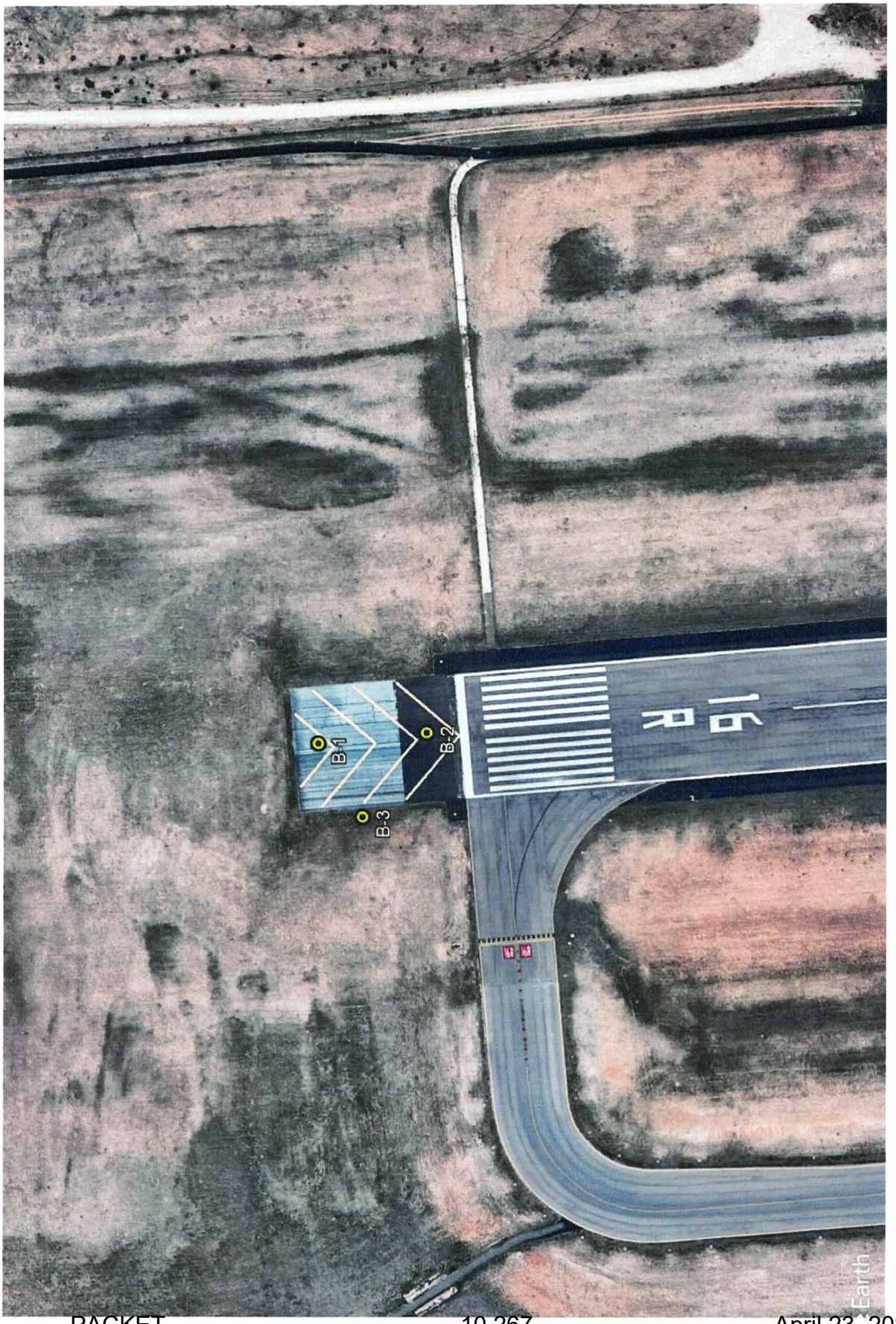


PLATE
I

Project No. 14341022

Runway Blast Pads Improvements, RWY 16R
Midland International Air & Space Port, Midland, Texas

SITE VICINITY MAP AND
APPROX. BORING LOCATIONS

SITE VICINITY MAP AND APPROX. BORING LOCATIONS	Project No. 14341022 Runway Blast Pads Improvements, RWY 34L Midland International Air & Space Port, Midland, Texas	PLATE II

W. C. HAMILTON ENGINEERING, INC.

Texas Registered Engineering Firm F-3724

PACKET 10.268 April 23, 2024

SUMMARY OF SOIL CLASSIFICATION TEST RESULTS

Boring/ Test Pit Number	*Depth in Feet*	*Liquid Limit %*	*Plasticity Index %*	*% Passing 200-mesh Sieve*	*Natural Moisture Content %*	*Classi-fication*	*Material Description*
B-1	1.0-2.5	25	10	44.3	18.2	SC	Dark Brown CLAYEY SAND w/some Calcareous Part.
B-1	5.0-6.5	43	22	59.5	16.9	CL	Tan SANDY LEAN CLAY w/some Calcareous Part.
B-2	2.5-4.0	26	13	47.0	14.1	SC	Dark Brown CLAYEY SAND w/some Calcareous Part.
B-2	9.0-10.5	26	12	62.5	12.5	CL	Tan SANDY LEAN CLAY w/some Calcareous Part.
B-3	1.0-2.5	25	11	40.2	9.9	SC	Dark Brown CLAYEY SAND w/some Calcareous Part.
B-4	1.0-2.5	22	8	36.0	15.0	SC	Dark Brown CLAYEY SAND w/some Calcareous Part.

B-1 through B-3: Runway 16R
B-4: Runway 34L

TEST RESULTS	Project No. 14341022 Runway Blast Pads Improvements Midland International Air & Space Port Midland, Texas	**PLATE III**

APPENDIX B

DEPTH FEET	SYMBOL	SAMPLE	TEST	MATERIAL DESCRIPTION	UDWpcf	UCtsf	MC	LL	PI	%-200	SOIL CLASS
				Pavement Section (5.5" HMAC; 1.5" Base)							
			6	Dark Brown CLAYEY SAND with some Calcareous Particles			18.2	25	10	44.3	SC
5			11								
			18	Tan SANDY LEAN CLAY with some Calcareous Particles			16.9	43	22	59.5	CL
10			50	= 4"							
				Total Depth of Boring = 10.0 Feet							
15											
20											
25											
30											
35											
40											

Groundwater Note: The boring was advanced to a depth of 10.0 feet below the ground surface without using drilling fluid and groundwater was not encountered above that depth.

LOG OF BORING	Project No. 14341022 Blast Pad Improvements, RWY 16R MAF, Midland, Texas	Date: 10-20-2022	Type: Auger	BORING NO. B-1

DEPTH FEET	SYMBOL	SAMPLE	TEST	MATERIAL DESCRIPTION	UDWpcf	UCtsf	MC	LL	PI	%-200	SOIL CLASS
				Pavement Section (6" HMAC; 1" Base)							
			12	Dark Brown CLAYEY SAND with some Calcareous Particles			14.1	26	13	47.0	SC
5			14								
			14								
				Tan SANDY LEAN CLAY with some Calcareous Particles							
10			19				12.5	26	12	62.5	CL
				Total Depth of Boring = 10.0 Feet							
15											
20											
25											
30											
35											
40											

Groundwater Note: The boring was advanced to a depth of 10.0 feet below the ground surface without using drilling fluid and groundwater was not encountered above that depth.

LOG OF BORING	Project No. 14341022 Blast Pad Improvements, RWY 16R MAF, Midland, Texas	Date: 10-20-2022	Type: Auger	BORING NO. B-2

DEPTH FEET	SYMBOL	SAMPLE	TEST	MATERIAL DESCRIPTION	UDWpcf	UCtsf	MC	LL	PI	%-200	SOIL CLASS	
5			24 40	Dark Brown CLAYEY SAND with some Calcareous Particles			9.9	25	11	40.2	SC	
				Total Depth of Boring = 5.0 Feet								
10												
15												
20												
25												
30												
35												
40												

Groundwater Note: The boring was advanced to a depth of 5.0 feet below the ground surface without using drilling fluid and groundwater was not encountered above that depth.

LOG OF BORING	Project No. 14341022 Blast Pad Improvements, RWY 16R MAF, Midland, Texas	Date: 10-20-2022	Type: Auger	BORING NO. B-3

DEPTH FEET	SYMBOL	SAMPLE	TEST	MATERIAL DESCRIPTION	UDWpcf	UCtsf	MC	LL	PI	%-200	SOIL CLASS
				Pavement Section (6" Concrete; 2" Base)							
			12	Dark Brown CLAYEY SAND			15.0	22	8	36.0	SC
5			50 = 5"	with some Calcareous Particles							
				Total Depth of Boring = 5.0 Feet							
10											
15											
20											
25											
30											
35											
40											

Groundwater Note: The boring was advanced to a depth of 5.0 feet below the ground surface without using drilling fluid and groundwater was not encountered above that depth.

LOG OF BORING	Project No. 14341022 Blast Pad Improvements, RWY 34L MAF, Midland, Texas	Date: 10-20-2022	Type: Auger	BORING NO. B-4

APPENDIX B

CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

Parkhill

Midland International Air & Space Port

CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

Midland Air & Space Port (MAF)

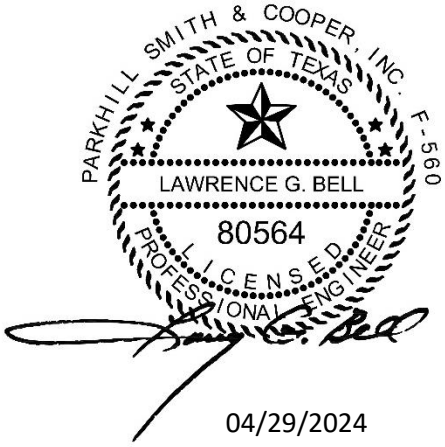
Runway Blast Pads Improvements
Midland, Texas

PACKET 10.276 April 23, 2024

April | 2024
Parkhill Project #01623422

Parkhill

Midland International
Air & Space Port



04/29/2024

CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

Midland Air & Space Port (MAF)

Runway Blast Pads Improvements
Midland, Texas

April | 2024
Parkhill Project #01623422

TABLE OF CONTENTS

1. COORDINATION 1
2. PHASING 2
3. AREAS/OPERATIONS AFFECTED BY CONSTRUCTION 3
4. NAVIGATION AID (NAVAID) PROTECTION 3
5. CONTRACTOR ACCESS 3
6. WILDLIFE MANAGEMENT 6
7. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT 6
8. HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT 7
9. CONSTRUCTION ACTIVITY NOTIFICATIONS 7
10. INSPECTION REQUIREMENTS 8
11. UNDERGROUND UTILITIES 9
12. PENALTIES 9
13. SPECIAL CONDITIONS 9
14. RUNWAY AND TAXIWAY VISUAL AIDS 9
15. MARKING AND SIGNS 10
16. HAZARD MARKING AND LIGHTING 10
17. WORK ZONE LIGHTING FOR NIGHT CONSTRUCTION 10
18. PROTECTION 11
19. OTHER CONSTRUCTION LIMITATIONS 12

APPENDICES

APPENDIX A: CONSTRUCTION SAFETY AND PHASING PLAN AND DETAILS
APPENDIX B: FAA FORM 7460-1, NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION (BLANK)
APPENDIX C: ADVISORY CIRCULAR 150/5370-2G, OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION
APPENDIX D: FAA CSPP REVIEW CHECKLIST
APPENDIX E: SPCD SAMPLE

Project Name: MAF Runway Blast Pads Improvements

Sponsor's Agent:

Justine Ruff, Director of Airports
City of Midland, Texas
PO Box 60305
Midland Texas 79711
432.560.2200 x3010

Aaron Easton, Deputy Director of Airports
City of Midland, Texas
PO Box 60305
Midland Texas 79711
432.560.2200 x3010

Consultant/Engineer:

Danny Winchester, PE, Project Manager
Parkhill
1700 West Wall Street Suite 100
Midland Texas 79701
432.697.1447

Larry Bell, P.E., Project Engineer
1700 West Wall Street Suite 100
Midland Texas 79701
432.697.1447

Grant/Project Numbers: FAA AIP No.: 3-48-0150-069-2022

Engineer's Project No.: 01623422

1. COORDINATION

A. PROJECT MEETINGS

Predesign Conference. A Predesign Conference was held between Midland International Air & Space Port (MAF) staff and Parkhill personnel. Items discussed included Project scope, phasing, design, schedule, survey, unique Project elements/areas of potential concern, and utilities.

Prebid Conference. A Prebid Conference in accordance with FAA AC 150/5300-9B will be held for Consulting Engineer, MAF, and FAA to discuss Project details and allow contractors to ask Project-specific questions. Prebid Conference will be led by MAF with assistance from Parkhill.

Preconstruction Meeting. A Preconstruction Meeting, in accordance with FAA AC 150/5370-12B, will be held before issuance of Notice to Proceed. At minimum, required attendees will be MAF, Consulting Engineer, Resident Project Representative (RPR), Prime Contractor, and all subcontractors.

Construction Progress Meetings. Construction progress meetings will be held throughout Project duration, typically monthly. At minimum, required attendees will be Airport administrative staff, Consulting Engineer, RPR, Prime Contractor, and all subcontractors performing work during the current period. Construction phasing and safety will be a standing item at all construction progress meetings. Other ongoing agenda items will include:

- Project Schedule
- Safety/Security
- Project Coordination
- Construction Issues
- Submittals Review
- Request for Information (RFI) Review
- Change Orders Review
- Environmental Issues

- Quality Assurance (Test Reports)
- Record Drawings
- Pay Application Review
- General Discussion

Consulting Engineer will prepare and distribute meeting minutes for all meetings.

B. SCOPE

- Rebuild Runway 16R blast area with asphalt pavement, including extending paved shoulders.
- Extend paved shoulders on Runway 10 blast areas.
- Remove concrete pavement from Runway 34L original blast area. Regrade area with topsoil.

Any changes in Project Scope will require a revision to the CSPP, which must be approved by MAF and FAA.

C. FAA AIR TRAFFIC CONTROL TOWER (ATCT) COORDINATION

MAF Operations shall coordinate communication with MAF Air Traffic Control Tower (ATCT). FAA ATCT personnel will be invited to preconstruction and construction progress meetings to discuss construction schedule and Project phasing. Before any Project construction phase beginning or ending, a meeting to discuss pavement closure or ending shall be attended by MAF Operation staff, Consulting Engineer, FAA Regional ADO representative, FAA ATCT personnel, Contractor, etc.

2. PHASING

Refer to Phasing Plans included in Appendix A for limits of each phase.

The following time, location, and schedule constraints shall be included in the progress schedule preparation and Project execution:

This Project will be constructed within runway object free areas as well as approach and departure areas. Project work may not occur in these areas without complete prior coordination and agreement with MAF personnel regarding runway closure timing and duration. Per Construction Safety and Phasing Plan and the Phasing Plan sheets, major RWYs 10-28 and 16R-34L may be closed for an agreed-upon duration to allow construction in associated approach and departure areas. Only close one major runway at any one time. RWY 10-28 shall remain open during the winter and spring (December through April) to allow necessary ILS operations, and RWY 16R-34L shall remain open during the summer and fall (May through November) to utilize runway length in hot weather. General Aviation (GA) RWY 4-22 may also be closed to allow construction given complete coordination with MAF personnel regarding runway closure timing and duration.

A. BID PACKAGE (270 CALENDAR DAYS TOTAL)

- Phase 1 (150 Calendar Days RWY 16R-34L)
- Phase 2 (120 Calendar Days RWY 10)
- Phase order might be revised by MAF based on Project work start date.
- Construction Phasing Drawings may be reviewed in Appendix A.

B. PROJECT SCHEDULE

Contractor must submit a Project Schedule and Phasing Plan at/before preconstruction meeting. Any changes made to Project Schedule or Phasing will require a revision to CSPP which must be approved by MAF and FAA.

3. AREAS/OPERATIONS AFFECTED BY CONSTRUCTION

Project work on each of the three blast areas will require associated and nearby runway closures. The Work will affect runway approach and departure operations.

4. NAVIGATION AID (NAVAID) PROTECTION

A. NAVAIDS IN CLOSE PROXIMITY TO WORK AREA

NAVAIDs provide visual and electronic information used by pilots who operate and land aircraft at Airport. Construction activities can have negative impacts on NAVAID functionality and serviceability. Contractor must coordinate work effort and limit operations so existing NAVAIDs are not damaged or altered during Project. Contractor shall coordinate with Airport and Engineer if turning off runway lights or NAVAIDs are required. Do not attempt to shut off or operate any NAVAIDs.

NAVAIDs known to be affected by this Project include:

- Runway 16R - PAPI
- Runway 10 - PAPI, ALS, ILS
- Runway 34L - PAPI, REIL

5. CONTRACTOR ACCESS

A. GENERAL

Airport security is a vital part of Contractor responsibility during the Project. Contractor and employees, subcontractors, suppliers, and representatives shall always follow security guidelines, rules, and regulations of MAF and the Transportation Security Administration (TSA) during Project execution. Contractor is directly responsible for all fines or penalties levied against MAF as a result of any breach of security or safety caused by Contractor or employees, suppliers, subcontractors, or representatives.

B. AIRPORT OPERATIONS AREA (AOA)

Airport Operations Area (AOA) is any portion of the Airport property normally secured against unauthorized entry. AOA includes all areas specifically reserved for aircraft operations, support equipment, and personnel. Generally, AOA boundaries are Airport outer security fencing and any building that forms part of secured perimeter. When necessary to cross pavement surface on airfield, Contractor shall daily inspect all paved surfaces for Foreign Object Debris (FOD) and before reopening pavement surface to air traffic. Final inspection shall be by MAF Operations. Contractor shall never leave opening in secure fence.

C. MAF SECURITY BADGES

Contractor is responsible for obtaining a photo-identification security badge issued by MAF Operations for each supervisor or foreman of every work crew working within AOA. Contractor

shall obtain MAF Operations security badges for at least one member of each work crew working in separate areas of AOA. All individuals responsible to the Contractor, including employees, subcontractors, suppliers, or representatives, obtain and display a MAF Operations security badge, or are directly escorted/supervised by an individual displaying a current MAF Operations security badge.

Contractor may obtain MAF security badges from MAF Operations Department. MAF Operations reserves the right to limit the number of security badges issued to Contractor. MAF Operations will charge Contractor for each security badge issued. Fingerprint verification will be an additional cost. Total cost is covered by Contractor and not refundable. An additional fee will be charged for lost or destroyed badges.

MAF Operations security badges shall always be worn and easily visible while working within the AOA. Badge holder shall be familiar with and obey all regulations, security, and safety rules. MAF Operations security badge may be confiscated, and all security rights revoked by MAF Operations upon breach of any security or safety regulations at Operation discretion. MAF Operations badge holder shall surrender badge at Project completion, transfer or termination of employment, or any time at MAF Operations request.

MAF shall conduct a background check of each applicant for an MAF Operations security badge. Contractor is responsible for completing required forms and submitting to MAF Operations for review as early in the Project as possible to avoid construction delays. Forms for completing required background checks are available through MAF Operations after Project award. MAF Operations shall be responsible for reviewing background checks. Only persons whose application is approved by MAF Operations, are issued security badges. MAF Operations reserves the right to bar anyone from the AOA found by background check to be, in the opinion of MAF Operations, a risk to AOA security or safety.

At Project completion, Contractor shall return all MAF Operations-issued security badges to MAF Operations. MAF Operations will charge an additional fee for each lost or destroyed MAF Operations-issued security badge. All MAF Operations-issued security badges must be accounted for and surrendered at Project completion. Failure to account for and surrender all MAF Operations-issued security badges will constitute grounds for withholding retainage from final pay estimate amount.

D. CONTRACTOR'S ENTRANCE GATE

Adjacent to Contractor entrance gate outside AOA, Contractor shall provide a parking area for employee's personal automobiles. Engineer directs limits of this parking/storage area. At Project completion, any damage done by Contractor to this area shall be repaired to Engineer satisfaction at no additional cost to Owner. Repairs shall include but not limited to regrading, reseeding, and/or repaving any damaged areas.

Contractor is responsible for and shall control all movement through Contractor entrance gate. Only authorized personnel and vehicles are allowed to enter AOA through this gate. Pedestrian walkthroughs are not allowed through vehicular gate. When not in immediate use, Contractor shall securely lock gate to prevent entrance by unauthorized persons or vehicles. Upon request, Contractor shall provide Director of Aviation and MAF Operations with duplicate keys (for key locks) or combinations (for combination locks) to lock(s) used to secure Contractor entrance gate to AOA.

If construction activities, such as hauling materials, require Contractor entrance gate to AOA remain open for long periods, Contractor may, upon MAF Operations approval, leave gate open and provide a full-time watchguard at the gate. Watchguard shall be approved for and possess an MAF Operations-issued security badge. If this security arrangement is desired and approved, gate shall be manned by a watchguard while gate remains open. Watchguard shall be a

Contractor representative and responsible for all movement through gate. Again, only authorized persons and vehicles are allowed by Contractor's watchguard to enter AOA.

E. CONTRACTOR'S PLANT SITE, STORAGE, AND OFFICE AREA

Contractor is held completely responsible for any damage or deterioration in areas allowed for Contractor use as well as for maintenance and dust control for Project duration.

Direct negotiation may be conducted with Director of Aviation for any areas desired. Areas used by Contractor may be subject to rental rates and fees as Director of Aviation identifies.

Contractor shall completely restore, at own expense, areas occupied including but not limited to regrading disturbed areas, complete removal of debris, or any other material Contractor brings onto site, as well as complete replacement of topsoil, turf, asphalt pavement, concrete slabs, or drives, etc. that were worn, deteriorated, or damaged while Contractor and forces occupied area. All restoration shall be to Director of Aviation's satisfaction.

Prior to moving into an unpaved area, Contractor shall clear and grub as well as remove and stockpile a minimum 6 inches of existing topsoil. After Project completion and clearing site of materials, equipment, and debris, Contractor shall replace, spread, and grade salvaged topsoil, followed by seeding and fertilizing.

All restoration activities shall be accomplished per applicable Technical Specifications.

No direct payment will be made to Contractor for preparing or restoring plant site haul routes, storage, or office areas.

For all projects with an onsite concrete or hot-mix asphalt batch plant, and for projects involving pug-mill produced material, a concrete or asphalt paved material stockpile area is required. Stockpile all materials to incorporate into concrete, hot mix, cement-treated base (CTB), or other similar material on a specially prepared concrete or asphalt pad so stockpile contamination does not occur. Stockpile area shall be restored to pre-Project conditions

F. VEHICLE ESCORT

All vehicles responsible to Contractor entering AOA, (supplier vehicles, etc.), shall be escorted by an approved Contractor escort vehicle from point of AOA entry to construction site. Escort vehicle shall be clearly identified with standard FAA specified markings and/or flags as well as marked with Contractor name.

Escort vehicle is responsible for leading supply, delivery, or other vehicles across active airfield. To facilitate safe movement of escort vehicle and escorted vehicles, driver of escort vehicle shall be approved for, issued, and display an MAF Operations security badge. Further, escort vehicle driver shall be familiar with MAF security and safety procedures.

G. CHALLENGING UNAUTHORIZED PERSONNEL OR VEHICLES:

Contractor and employees, subcontractors, suppliers, and representatives who are issued an MAF Operations security badge, are responsible for challenging any person/vehicle found on AOA or other non-public area who does not display, cannot produce a valid MAF Operations security badge, or is not under escort or direct supervision of a person possessing a valid MAF Operations security badge. Advise the person he/she is within a restricted area and inform of an appropriate exit route. Should unauthorized person refuse to exit restricted area, immediately notifiy MAF Operations for further action and keep unauthorized person under surveillance until MAF Operations arrives.

Any expired or altered badge or badge bearing a photograph not matching bearer shall be brought to the attention of MAF Operations and immediately confiscated by MAF Operations or Airport Police.

H. CONTRACTOR'S SAFETY PLAN (CSP)

Contractor is required to submit a Construction Safety Plan (CSP) as part of the submittal process before construction. Always adhere to CSP. MAF reserves the right to have Contractor amend CSP at any time if concerns arise.

Contractor's escort vehicle will be responsible for leading supply, delivery, or other vehicles around active airfield on the perimeter roadway. To facilitate safe movement of escort and escorted vehicles, escort vehicle driver shall be approved for, issued, and display an MAF security badge. Further, escort vehicle driver shall be familiar with airport security and safety procedures. If Contractor path is agreed by MAF to cross active pavements, then MAF Operations will escort the Contactor's escort vehicle across the pavement. See Item I below.

I. TWO-WAY RADIO COMMUNICATIONS

MAF does not permit Contractor to contact ATCT; therefore, Contractor will not be required to have two-way radios. Communication will be through MAF Operations staff.

6. WILDLIFE MANAGEMENT

A. TRASH

Contractor must dispose all trash in a covered trash can or other method, not allowing trash to become a hazard or animal attractant.

B. STANDING WATER

Contractor shall minimize standing water.

C. TALL GRASS AND WEEDS

Contractor must maintain construction area grass to height required by MAF.

D. POORLY MAINTAINED FENCING AND GATES

Contractor shall maintain any fencing or gates in good condition, proper working order, and gap under fence or gate shall not exceed 3 inches.

E. DISRUPTION OF EXISTING WILDLIFE HABITAT

In event of wildlife habitat, Contractor will immediately notify MAF and Engineer.

7. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT

Contractor shall train and emphasize to construction site employees the need for continuous Foreign Object Debris (FOD) checks on or near active airfield pavement.

Contractor must conduct FOD checks before and after each construction shift at a minimum and monitor nearby active pavements throughout construction shift.

8. HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT

Hazardous materials will be handled and stored per latest revision to FAA Advisory Circular 150/5370-2G - Operational Safety on Airports during Construction. Contractor must be prepared to immediately contain and clean spills resulting from fuel, oil, petroleum products, or hydraulic fluid leaks. Transportation and handling of other hazardous materials on Airport requires additional special procedures as addressed in latest revisions to FAA Advisory Circular 150/5320-15A - Management of Airport Industrial Waste. All spills must be immediately reported to MAF Operations at 432.560.2200.

9. CONSTRUCTION ACTIVITY NOTIFICATIONS

A. RESPONSIBLE REPRESENTATIVES / POINTS OF CONTACT

MAF

Name	Position	Phone
Aaron Easton	Deputy Director of Airports	432.560.2200 x3010
Nick Krakovec	Airport Operations Supervisor	432.560.2200 x3006

Parkhill, Engineer/Consultant

Name	Position	Phone
Danny Winchester, P.E.	Project Manager	432.697.1447
Larry Bell, P.E.	Project Engineer	432.697.1447
Ben Evans	Resident Project Representative	432.697.1447

_____TBD_____, Quality Assurance Testing

Name	Position	Phone

***** Insert Contractor and subcontractor personnel information upon Project award. *****

_____, Contractor

Name	Position/Trade	Phone

_____, Subcontractor

Name	Position/Trade	Phone

_____, Subcontractor

Name	Position/Trade	Phone

B. NOTICES TO AIRMEN (NOTAM)

MAF is responsible for issuing any Notice to Airmen (NOTAM) required before Project begins, as Project progresses, and will cancel NOTAMs at completion of intermediate construction phases of Project, as required. Contractor shall closely coordinate anticipated and required NOTAMs with MAF and provide MAF at least 72 hours' notice of necessary NOTAMs.

C. EMERGENCY NOTIFICATION PROCEDURES

In case of emergency, Contractor shall immediately call 911 first, then MAF Operations, then Engineer.

D. AIRCRAFT RESCUE AND FIREFIGHTING (ARFF) NOTIFICATIONS

During airport emergencies, all ARFF vehicles always have the immediate right of-way and may traverse any and all known roadways throughout airfield. Contractor, subcontractors, and suppliers shall immediately yield right-of-way to all Airport ARFF personnel and equipment.

Owner and Engineer shall be notified in writing at least 72 hours in advance if water lines or fire hydrants are out of service. 72-hour advance notification shall also be provided prior to performing any work that may close or affect an emergency rescue and firefighting route.

MAF Administration/Operations will communicate with MAF ARFF as needed to ensure MAF ARFF remain aware of construction activities.

E. FAA NOTIFICATION

Contractor will notify Consulting Engineer and MAF 72 hours in advance of any work near NAVAIDs or shutdowns affecting NAVAIDs owned by FAA. All communication with FAA and/or FAA Air Traffic Control Tower (ATCT) shall be through MAF Administration or Operations.

10. INSPECTION REQUIREMENTS

A. DAILY INSPECTIONS

Contractor shall perform daily safety, security, and phasing inspections to ensure CSPP compliance. Document inspections in Contractor's Daily Logs/Quality Control Logs.

Contractor is required to submit a Quality Control Plan (QCP) for Owner or designated representative review before any construction. QCP will address specific requirements for inspection of individual specification/pay items including test method, sampling point, testing frequency for each item, and proposed remediation action for each item if it does not meet Specification requirements. QCP will also provide direction on developing inspection reports and what to include. QCP will likely be developed in whole or in conjunction with selected Quality Control firm. QCP shall include and address Construction Management Plan (CMP) requirement.

B. FINAL INSPECTIONS

MAF Operations will perform final safety inspection before opening any airfield pavement to aircraft.

11. UNDERGROUND UTILITIES

Contractor shall locate, mark, and protect all utilities and infrastructure during construction. Location of utilities shall include notification of Texas One Call system, as well as coordination with MAF.

Report damage to any FAA-owned utility to MAF Operations. Contract bears complete cost of repairs.

12. PENALTIES

If Contractor is, at Engineer and MAF discretion, continuously negligent towards construction site safety, or refuses to comply with safety requirements, Contractor access to airfield may be suspended until Contractor complies. No reimbursement for delay will be granted under this circumstance. This would include negligence towards FOD control.

13. SPECIAL CONDITIONS

A. FAA FORM 7460-1

- Consulting Engineer will prepare and submit FAA Form 7460-1 for Project scope and proposed Construction Safety and Phasing Plan (CSPP).
- Contractor shall submit Form 7460-1 on all equipment over 20 feet high.
- A blank Form 7460-1 - Notice of Proposed Construction or Alteration, is included in Appendix B. Contractor shall submit supplemental FAA Form 7460-1 to FAA at least 45 days prior to utilization of equipment in excess of 20 feet in height.

B. ONSITE BURNING AND BLASTING

Onsite burning and blasting are prohibited.

C. GUN PROHIBITION ON AIRPORT PROPERTY

No firearms or guns are allowed on MAF property.

14. RUNWAY AND TAXIWAY VISUAL AIDS

Airport marking, lighting, signs, and visual NAVAIDs must be clearly visible to pilots, not misleading, confusing, or deceptive. All must be secured in place to prevent movement by prop wash, jet blast, wing vortices, or other wind currents and constructed of materials to minimize damage to an aircraft in the event of inadvertent contact.

Lighting, signs, and NAVAIDs located within object-free area must be frangible.

15. MARKING AND SIGNS

A. ACCESS ROUTE

Contractor required to mark access routes and haul routes with laths and flag tape.

B. APPROVED WORK AREAS

Contractor must mark approved work areas with laths and flag tape to ensure construction personnel and equipment remain in approved areas.

16. HAZARD MARKING AND LIGHTING

A. EQUIPMENT

- Contractor vehicles shall be clearly identified with Contractor name, standard FAA marking, lighting, and/or flags. Rotating amber beacons are required for all nighttime work.
- Contractor shall submit 7460s on all equipment over 20 feet in height.
- Any request to use nighttime lighting will be provided in writing two weeks prior to requested start time, from Contractor to Engineer and MAF for approval.

B. WORK AREAS

- Contractor shall provide temporary, low-profile barricades to delineate safe operating areas for aircraft.
- Barricades shall have flashing red lights.
- Contractor must inspect lights each evening and immediately replace any lights not operating correctly.
- Contractor will be fined for non-working lights as indicated in Project Specifications.
- Line perimeter construction area with low-profile aviation barricades spaced at maximum 10 feet between lights.

17. WORK ZONE LIGHTING FOR NIGHT CONSTRUCTION

If accomplishing work at night, Contractor-provided lighting equipment must adequately illuminate work area. Present a Lighting Plan to MAF, Engineer, and FAA at least 14 days before commencing nighttime construction activities. Requirement for Lighting Plan are stated in Section 3.22 of FAA AC 150/5370-2G.

18. PROTECTION

A. RUNWAY SAFETY AREA (RSA)

No construction or material stockpile shall occur within an active RSA. Contractor shall mark out RSA before construction. RSA is 500 feet wide and extends 1,000 feet beyond runway end for all runways.

B. RUNWAY OBJECT FREE AREA (ROFA)

No material stockpile will occur within an active ROFA. ROFA is 800 feet wide and 1,000 feet beyond runway end for all runways.

C. TAXIWAY SAFETY AREA (TSA)

No construction or material stockpile shall occur within an active TSA. TSA is 171 feet wide.

D. TAXIWAY OBJECT FREE AREA (TOFA)

No material stockpile shall occur within an active TOFA. TOFA is 259 feet wide.

E. OBSTACLE FREE ZONE (OFZ)

No construction activity or material stockpile will penetrate OFZ.

F. RUNWAY APPROACH/DEPARTURE SURFACES

No construction activities will penetrate approach/departure surfaces.

G. OPEN TRENCHES

Open trenches are not permitted within RSA of an open runway or TSA of an open taxiway. Contractor shall prominently mark any open trench or excavation at construction site with lighted barricades.

H. SAFETY INFORMATION

Refer to Appendix A for safety information.

I. JET BLAST

Contractor shall take precautions to minimize effects of jet blast, particularly in areas near runway threshold.

J. ELECTRICAL LOCK OUT/TAG OUT REQUIREMENTS

Contractor shall prepare lockout/tag out plan and communicate procedures to all staff.

K. CLOSED PAVEMENT AREAS

Where shown on Construction/Safety Plan, Contractor shall denote closed pavement using low-profile aviation barricades. Refer to Plans for details.

19. OTHER CONSTRUCTION LIMITATIONS

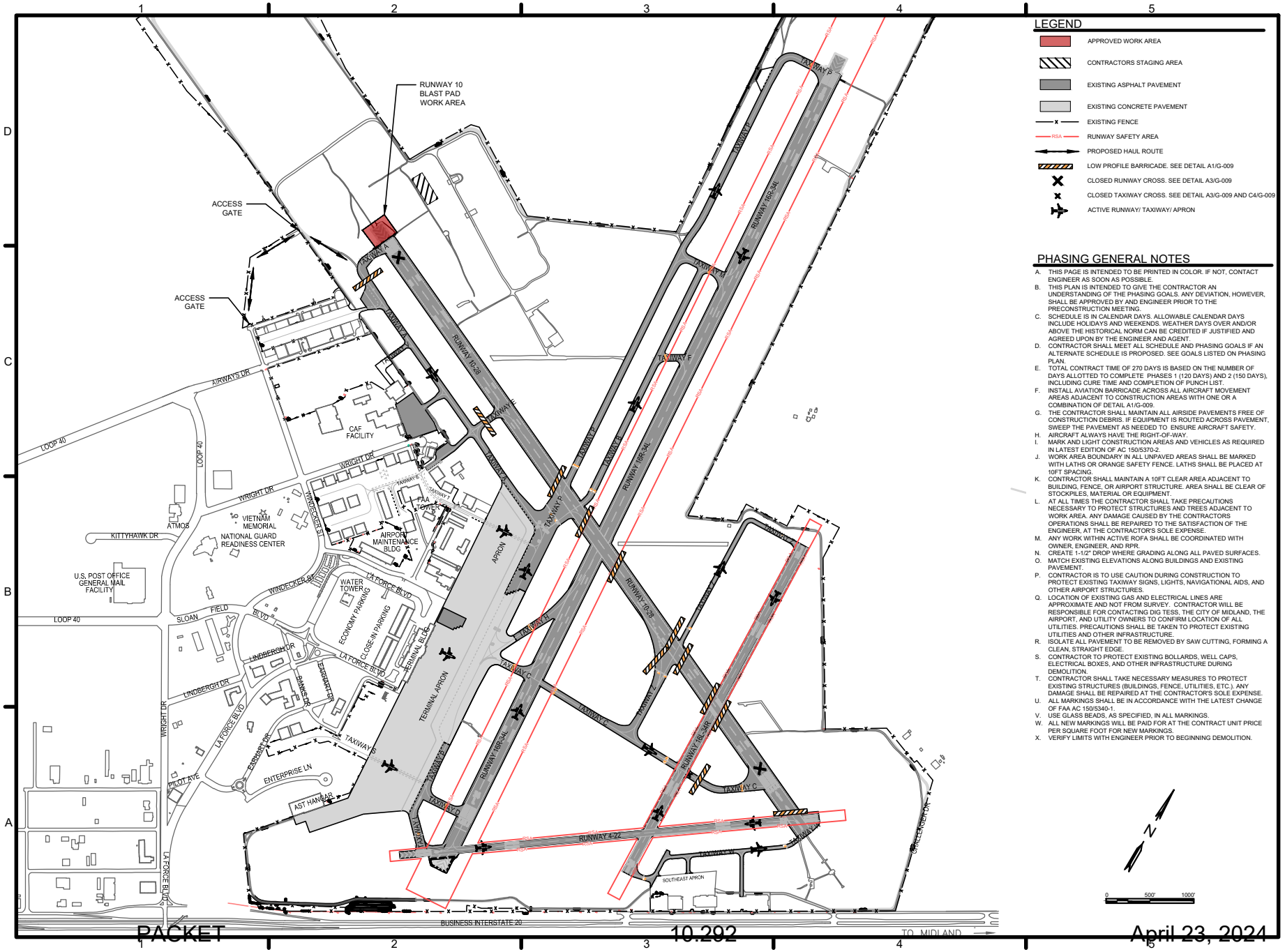
A. PROHIBITIONS

- No use of tall equipment over 20 feet unless a 7460-1 determination letter is issued for such equipment.
- No use of open-flame welding or torches.
- No use of electrical blasting caps.
- No use of flare pots.

B. RESTRICTIONS

- Any construction suspension required during specific airport operations will be coordinated by Engineer, Owner, and Contractor during construction.
- Areas that cannot be worked on simultaneously, will be coordinated by Engineer, Owner, and Contractor during construction.
- Refer to Article 16 – Hazard Marking and Lighting, for night construction requirements.
- Seasonal construction restrictions will be coordinated by Engineer, Owner, and Contractor during construction.

APPENDIX A: CONSTRUCTION SAFETY AND PHASING PLAN SHEETS



LEGEND

- APPROVED WORK AREA
- CONTRACTORS STAGING AREA
- EXISTING ASPHALT PAVEMENT
- EXISTING CONCRETE PAVEMENT
- EXISTING FENCE
- RUNWAY SAFETY AREA
- PROPOSED HAUL ROUTE
- LOW PROFILE BARRICADE. SEE DETAIL A1/G-009
- CLOSED RUNWAY CROSS. SEE DETAIL A3/G-009
- CLOSED TAXIWAY CROSS. SEE DETAIL A3/G-009 AND C4/G-009
- ACTIVE RUNWAY/ TAXIWAY/ APRON

PHASING GENERAL NOTES

A. THIS PAGE IS INTENDED TO BE PRINTED IN COLOR. IF NOT, CONTACT ENGINEER AS SOON AS POSSIBLE.
B. THIS PLAN IS INTENDED TO GIVE THE CONTRACTOR AN UNDERSTANDING OF THE PHASING GOALS. ANY DEVIATION, HOWEVER, SHALL BE APPROVED BY AND ENGINEER PRIOR TO THE PRECONSTRUCTION MEETING.
C. SCHEDULE IS IN CALENDAR DAYS. ALLOWABLE CALENDAR DAYS INCLUDE HOLIDAYS AND WEEKENDS. WEATHER DAYS OVER AND/OR ABOVE THE HISTORICAL NORM CAN BE CREDITED IF JUSTIFIED AND AGREED UPON BY THE ENGINEER AND AGENT.
D. CONTRACTOR SHALL MEET ALL SCHEDULE AND PHASING GOALS IF AN ALTERNATE SCHEDULE IS PROPOSED. SEE GOALS LISTED ON PHASING PLAN.
E. TOTAL CONTRACT TIME OF 270 DAYS IS BASED ON THE NUMBER OF DAYS ALLOTTED TO COMPLETE PHASES 1 (120 DAYS) AND 2 (150 DAYS), INCLUDING CURE TIME AND COMPLETION OF PUNCH LIST.
F. INSTALL AVIATION BARRICADE ACROSS ALL AIRCRAFT MOVEMENT AREAS ADJACENT TO CONSTRUCTION AREAS WITH ONE OR A COMBINATION OF DETAIL A1/G-009.
G. THE CONTRACTOR SHALL MAINTAIN ALL AIRSIDE PAVEMENTS FREE OF CONSTRUCTION DEBRIS. IF EQUIPMENT IS ROUTED ACROSS PAVEMENT, SWEEP THE PAVEMENT AS NEEDED TO ENSURE AIRCRAFT SAFETY.
H. AIRCRAFT ALWAYS HAVE THE RIGHT-OF-WAY.
I. MARK AND LIGHT CONSTRUCTION AREAS AND VEHICLES AS REQUIRED IN LATEST EDITION OF AC 150/5370-2.
J. WORK AREA BOUNDARY IN ALL UNPAVED AREAS SHALL BE MARKED WITH LATHS OR ORANGE SAFETY FENCE. LATHS SHALL BE PLACED AT 10FT SPACING.
K. CONTRACTOR SHALL MAINTAIN A 10FT CLEAR AREA ADJACENT TO BUILDING, FENCE, OR AIRPORT STRUCTURE. AREA SHALL BE CLEAR OF STOCKPILES, MATERIAL OR EQUIPMENT.
L. AT ALL TIMES THE CONTRACTOR SHALL TAKE PRECAUTIONS NECESSARY TO PROTECT STRUCTURES AND TREES ADJACENT TO WORK AREA. ANY DAMAGE CAUSED BY THE CONTRACTORS OPERATIONS SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER, AT THE CONTRACTOR'S SOLE EXPENSE.
M. ANY WORK WITHIN ACTIVE ROFA SHALL BE COORDINATED WITH OWNER, ENGINEER, AND RPR.
N. CREATE 1-1/2" DROP WHERE GRADING ALONG ALL PAVED SURFACES.
O. MATCH EXISTING ELEVATIONS ALONG BUILDINGS AND EXISTING PAVEMENT.
P. CONTRACTOR IS TO USE CAUTION DURING CONSTRUCTION TO PROTECT EXISTING TAXIWAY SIGNS, LIGHTS, NAVIGATIONAL AIDS, AND OTHER AIRPORT STRUCTURES.
Q. LOCATION OF EXISTING GAS AND ELECTRICAL LINES ARE APPROXIMATE AND NOT FROM SURVEY. CONTRACTOR WILL BE RESPONSIBLE FOR CONTACTING DIG TESS, THE CITY OF MIDLAND, THE AIRPORT, AND UTILITY OWNERS TO CONFIRM LOCATION OF ALL UTILITIES. PRECAUTIONS SHALL BE TAKEN TO PROTECT EXISTING UTILITIES AND OTHER INFRASTRUCTURE.
R. ISOLATE ALL PAVEMENT TO BE REMOVED BY SAW CUTTING, FORMING A CLEAN, STRAIGHT EDGE.
S. CONTRACTOR TO PROTECT EXISTING BOLLARDS, WELL CAPS, ELECTRICAL BOXES, AND OTHER INFRASTRUCTURE DURING DEMOLITION.
T. CONTRACTOR SHALL TAKE NECESSARY MEASURES TO PROTECT EXISTING STRUCTURES (BUILDINGS, FENCE, UTILITIES, ETC.). ANY DAMAGE SHALL BE REPAIRED AT THE CONTRACTOR'S SOLE EXPENSE.
U. ALL MARKINGS SHALL BE IN ACCORDANCE WITH THE LATEST CHANGE OF FAA AC 150/5340-1.
V. USE GLASS BEADS, AS SPECIFIED, IN ALL MARKINGS.
W. ALL NEW MARKINGS WILL BE PAID FOR AT THE CONTRACT UNIT PRICE PER SQUARE FOOT FOR NEW MARKINGS.
X. VERIFY LIMITS WITH ENGINEER PRIOR TO BEGINNING DEMOLITION.

0 500' 1000'

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LAWRENCE G. BELL
80564
03/25/2024

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Midland International Air & Space Port

Runway Blast Pads Improvements

Midland International Air & Space Port

CLIENT
City of Midland
Midland International Air & Space Port
9506 La Force Blvd.
Midland, Texas

PROJECT NO.
01.6234.22

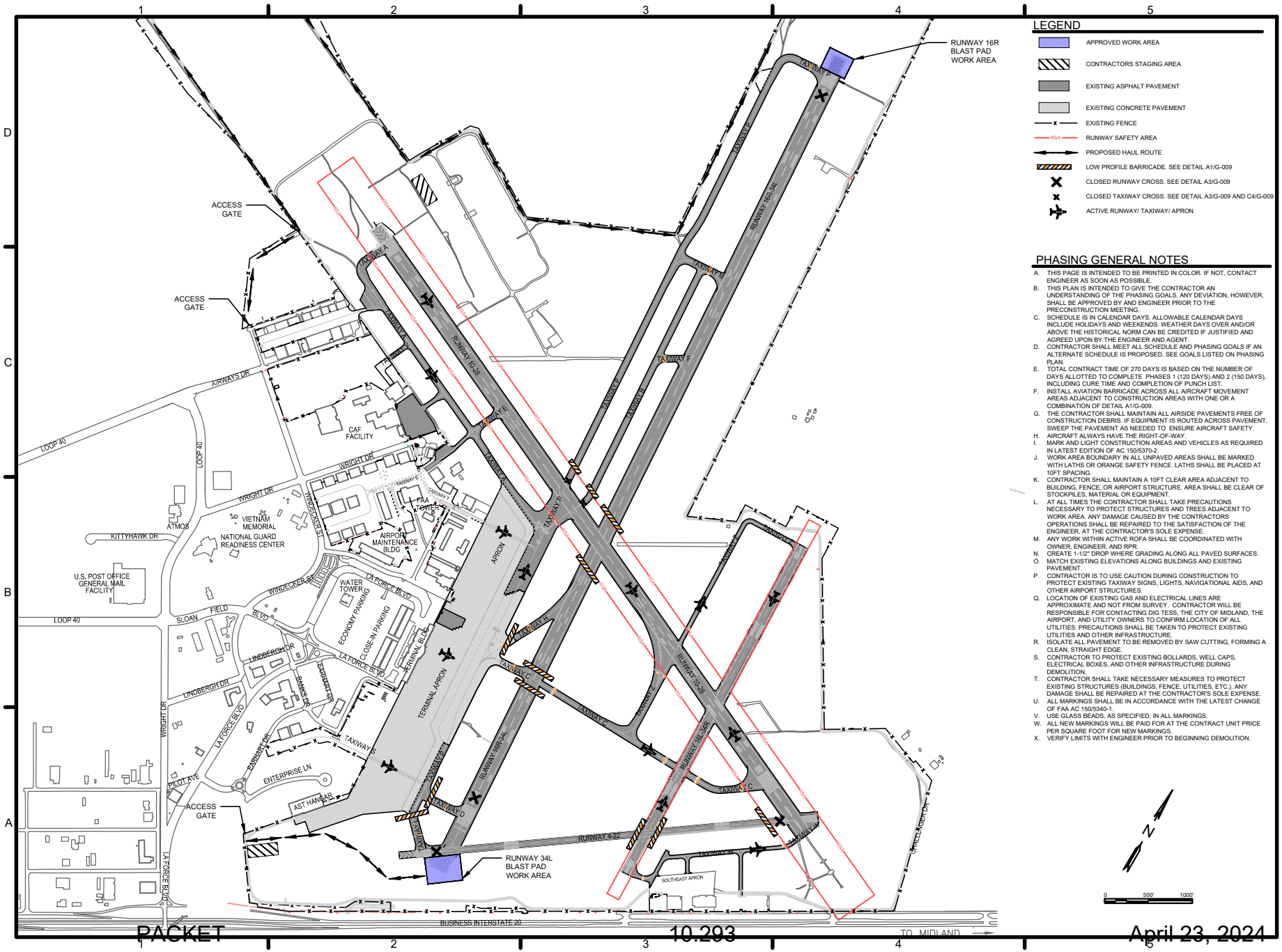
#	DATE	DESCRIPTION
3	03/25/2024	Issue for Bid
2	10/10/2023	Review Final
1	04/05/2023	Preliminary Design

Construction Safety & Phasing Plan Phase 1

G-008

PACKET 10.292 April 23, 2024

FILE NAME: A:\2022\6234.22\03_DSGN\01_DWG\010_GENG-008-6234.dwg LAYOUT NAME: G-008 PRINTED: Tuesday, March 19, 2024 - 8:16am USER: LCasteman



LEGEND

- APPROVED WORK AREA
- CONTRACTORS STAGING AREA
- EXISTING ASPHALT PAVEMENT
- EXISTING CONCRETE PAVEMENT
- EXISTING FENCE
- RUNWAY SAFETY AREA
- PROPOSED HAUL ROUTE
- LOW PROFILE BARRICADE. SEE DETAIL A1/G-009
- CLOSED RUNWAY CROSS. SEE DETAIL A3/G-009
- CLOSED TAXIWAY CROSS. SEE DETAIL A3/G-009 AND C4/G-009
- ACTIVE RUNWAY/ TAXIWAY/ APRON

PHASING GENERAL NOTES

A. THIS PAGE IS INTENDED TO BE PRINTED IN COLOR. IF NOT, CONTACT ENGINEER AS SOON AS POSSIBLE.
B. THIS PLAN IS INTENDED TO GIVE THE CONTRACTOR AN UNDERSTANDING OF THE PHASING GOALS. ANY DEVIATION, HOWEVER, SHALL BE APPROVED BY AND ENGINEER PRIOR TO THE PRECONSTRUCTION MEETING.
C. SCHEDULE IS IN CALENDAR DAYS. ALLOWABLE CALENDAR DAYS INCLUDE HOLIDAYS AND WEEKENDS. WEATHER DAYS OVER AND/OR ABOVE THE HISTORICAL NORM CAN BE CREDITED IF JUSTIFIED AND AGREED UPON BY THE ENGINEER AND AGENT.
D. CONTRACTOR SHALL MEET ALL SCHEDULE AND PHASING GOALS IF AN ALTERNATE SCHEDULE IS PROPOSED. SEE GOALS LISTED ON PHASING PLAN.
E. TOTAL CONTRACT TIME OF 270 DAYS IS BASED ON THE NUMBER OF DAYS ALLOTTED TO COMPLETE PHASES 1 (120 DAYS) AND 2 (150 DAYS), INCLUDING CURE TIME AND COMPLETION OF PUNCH LIST.
F. INSTALL AVIATION BARRICADE ACROSS ALL AIRCRAFT MOVEMENT AREAS ADJACENT TO CONSTRUCTION AREAS WITH ONE OR A COMBINATION OF DETAIL A1/G-009.
G. THE CONTRACTOR SHALL MAINTAIN ALL AIRSIDE PAVEMENTS FREE OF CONSTRUCTION DEBRIS. IF EQUIPMENT IS ROUTED ACROSS PAVEMENT, SWEEP THE PAVEMENT AS NEEDED TO ENSURE AIRCRAFT SAFETY.
H. AIRCRAFT ALWAYS HAVE THE RIGHT-OF-WAY.
I. MARK AND LIGHT CONSTRUCTION AREAS AND VEHICLES AS REQUIRED IN LATEST EDITION OF AC 150/5370-2.
J. WORK AREA BOUNDARY IN ALL UNPAVED AREAS SHALL BE MARKED WITH LATHS OR ORANGE SAFETY FENCE. LATHS SHALL BE PLACED AT 10FT SPACING.
K. CONTRACTOR SHALL MAINTAIN A 10FT CLEAR AREA ADJACENT TO BUILDING, FENCE, OR AIRPORT STRUCTURE. AREA SHALL BE CLEAR OF STOCKPILES, MATERIAL OR EQUIPMENT.
L. AT ALL TIMES THE CONTRACTOR SHALL TAKE PRECAUTIONS NECESSARY TO PROTECT STRUCTURES AND TREES ADJACENT TO WORK AREA. ANY DAMAGE CAUSED BY THE CONTRACTORS OPERATIONS SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER, AT THE CONTRACTOR'S SOLE EXPENSE.
M. ANY WORK WITHIN ACTIVE ROFA SHALL BE COORDINATED WITH OWNER, ENGINEER, AND RPR.
N. CREATE 1-1/2" DROP WHERE GRADING ALONG ALL PAVED SURFACES.
O. MATCH EXISTING ELEVATIONS ALONG BUILDINGS AND EXISTING PAVEMENT.
P. CONTRACTOR IS TO USE CAUTION DURING CONSTRUCTION TO PROTECT EXISTING TAXIWAY SIGNS, LIGHTS, NAVIGATIONAL AIDS, AND OTHER AIRPORT STRUCTURES.
Q. LOCATION OF EXISTING GAS AND ELECTRICAL LINES ARE APPROXIMATE AND NOT FROM SURVEY. CONTRACTOR WILL BE RESPONSIBLE FOR CONTACTING DIG TESS, THE CITY OF MIDLAND, THE AIRPORT, AND UTILITY OWNERS TO CONFIRM LOCATION OF ALL UTILITIES. PRECAUTIONS SHALL BE TAKEN TO PROTECT EXISTING UTILITIES AND OTHER INFRASTRUCTURE.
R. ISOLATE ALL PAVEMENT TO BE REMOVED BY SAW CUTTING, FORMING A CLEAN, STRAIGHT EDGE.
S. CONTRACTOR TO PROTECT EXISTING BOLLARDS, WELL CAPS, ELECTRICAL BOXES, AND OTHER INFRASTRUCTURE DURING DEMOLITION.
T. CONTRACTOR SHALL TAKE NECESSARY MEASURES TO PROTECT EXISTING STRUCTURES (BUILDINGS, FENCE, UTILITIES, ETC.). ANY DAMAGE SHALL BE REPAIRED AT THE CONTRACTOR'S SOLE EXPENSE.
U. ALL MARKINGS SHALL BE IN ACCORDANCE WITH THE LATEST CHANGE OF FAA AC 150/5340-1.
V. USE GLASS BEADS, AS SPECIFIED, IN ALL MARKINGS.
W. ALL NEW MARKINGS WILL BE PAID FOR AT THE CONTRACT UNIT PRICE PER SQUARE FOOT FOR NEW MARKINGS.
X. VERIFY LIMITS WITH ENGINEER PRIOR TO BEGINNING DEMOLITION.

N

0 500' 1000'

PACKET 10.293 April 23, 2024

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LAWRENCE G. BELL 80564 REGISTERED PROFESSIONAL ENGINEER
03/25/2024

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Midland International Air & Space Port

Runway Blast Pads Improvements

Midland International Air & Space Port

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9506 La Force Blvd.
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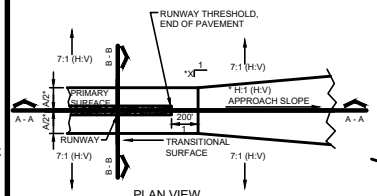
PROJECT NO.
01.6234.22

#	DATE	DESCRIPTION
3	03/25/2024	Issue for Bid
2	10/10/2023	Review Final
1	04/05/2023	Preliminary Design

Construction Safety & Phasing Plan Phase 2

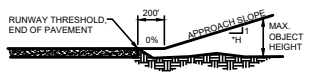
G-009

FILE NAME: A:\2022\6234.22\03_DSGN\01_DWG\010_GENG-009-6234.dwg LAYOUT NAME: G-009 PRINTED: Tuesday, March 19, 2024 - 8:19am USER: LCasteman

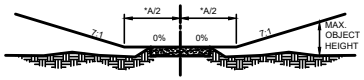


PLAN VIEW

NOTES:
FOR HORIZONTAL APPROACH SLOPE (H), DISTANCE (A), AND FLARE RATIO (X), SEE TABLE BELOW.



SECTION A-A
NO SCALE



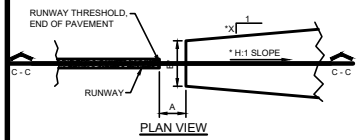
SECTION B-B
NO SCALE

APPROACH SURFACE

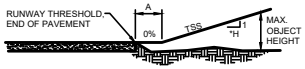
RUNWAY	APPROACH SLOPE (H)	A	X
4	34	500	0.15
22	34	500	0.15
10	50	1,000	0.15
28	34	1,000	0.15
16L	20	500	0.15
34R	20	500	0.15
16R	34	1,000	0.15
34R	34	1,000	0.15

C1 PART 77 IMAGINARY SURFACES
NO SCALE

14 CFR PART 77



PLAN VIEW



SECTION C - C

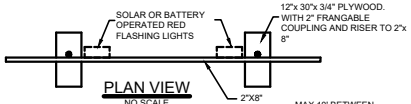
THRESHOLD SITING SURFACE

RUNWAY	SLOPE (H)	A	B	X
4	34	200	500	0.15
22	34	200	500	0.15
10	50	200	1,000	0.15
28	34	200	1,000	0.15
16L	20	200	500	0.15
34R	20	200	500	0.15
16R	34	200	500	0.15
34L	34	200	500	0.15

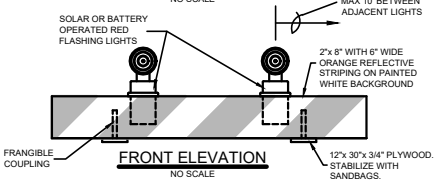
RUNWAY SAFETY AREA

RUNWAY	WIDTH	LENGTH BEYOND END OF RUNWAY
4 - 22	120'	300'
10 - 28	500'	1000' / 875'
16L - 34R	150'	300'
16R - 34L	500'	1000' / 930'

B1 APPROACH/DEPARTURE STANDARD SURFACE (FIGURE 3-2, AC 150/5300-13)
NO SCALE

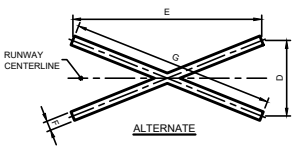


PLAN VIEW
NO SCALE

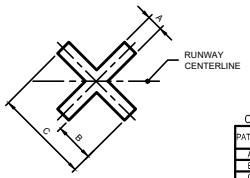


FRONT ELEVATION
NO SCALE

A1 LOW PROFILE BARRICADE DETAIL
NO SCALE



ALTERNATE

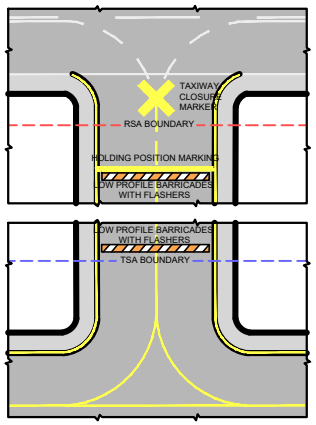


NOTES:
1. CROSSES SHALL BE PLACED ON ALL RUNWAYS TO BE TEMPORARILY CLOSED. CROSSES SHALL BE PLACED AT EACH END OF RUNWAY ON TOP OF RUNWAY NUMERALS OR AS DIRECTED BY THE ENGINEER.
2. CROSSES SHALL BE CONSTRUCTED OF FABRIC, PLYWOOD OR SIMILAR MATERIAL AND WEIGHED TO BE SECURE IN THE WIND.
3. CROSSES SHALL BE AVIATION YELLOW COLOR.
4. LIGHTED BARRICADES SHALL BE PLACED ON EACH END OF TEMPORARILY CLOSED TAXIWAYS & RUNWAYS AS DIRECTED BY THE ENGINEER.
5. CONTRACTOR MAY USE MAF'S LIGHTED X'S DURING CLOSURE OF ANY RUNWAY. CONTRACTOR RESPONSIBLE FOR MAINTENANCE OF GENERATOR AND REPLACEMENT OF BULBS FOR THE DURATION OF PROJECT IF ELECTED TO USE.

CLOSED RUNWAY / TAXIWAY CROSSES DIMENSION TABLE

PATTERN	DIMENSION / SYMBOL TYPE	A	B	C	D	E	F	G
A	CLOSED RUNWAY	10'	25'	60'	-	-	-	-
B	CLOSED RUNWAY (ALTERNATE)	-	-	-	48'	120'	6'	129.25'
C	CLOSED TAXIWAY	5'	12.5'	30'	-	-	-	-
D	CLOSED TAXIWAY (ALTERNATE)	-	-	-	24'	60'	3'	64.6'

A3 CLOSED RUNWAY/TAXIWAY CROSSES
NO SCALE



C4 TEMPORARY TAXIWAY CLOSURE DETAIL
NO SCALE

GENERAL SAFETY/NOTES

1. INSPECT MARKINGS AND BARRICADES DAILY AND MAKE REPAIRS AND ADJUSTMENTS IN A TIMELY MANNER. PROVIDE INSPECTION LOGS TO ENGINEER.
2. EMPLOYEE PARKING SHALL BE WITHIN THE STAGING AREA SHOWN ON THE AIRPORT LAYOUT PLAN.
3. ALL CONTRACTOR'S VEHICLES SHALL BE CLEARLY MARKED WITH THE COMPANY'S NAME AND FLASHING YELLOW LIGHT.
4. CONSTRUCTION EQUIPMENT SHALL HAVE AN ORANGE AND WHITE FLAG OR FLASHING LIGHT.
5. EQUIPMENT AND MATERIAL SHALL NOT PENETRATE THE APPROACH/DEPARTURE STANDARD SURFACE AS SHOWN IN C1. MATERIAL STOCKPILES SHALL NOT PENETRATE THE PRIMARY, APPROACH OR TRANSITIONAL SURFACES. ALL EQUIPMENT OR OTHER OBJECTS THAT PENETRATE ANY OF THE IMAGINARY SURFACES MUST BE COORDINATED WITH THE ENGINEER IN ADVANCE. OBSTRUCTIONS TO THE IMAGINARY SURFACES MUST BE MARKED AND/OR LIGHTED IN ACCORDANCE WITH FAA GUIDELINES.
6. THE CONTRACTOR SHALL PREPARE AND SUBMIT A DETAILED SAFETY PLAN COMPLIANCE DOCUMENT PRIOR TO PRE-CONSTRUCTION CONFERENCE. THE PLAN SHALL DETAIL PLACEMENT OF SAFETY DEVICES, MARKING, LIGHTING, ETC, DURING EACH PHASE OF THE PROJECT AS REQUIRED IN LATEST EDITION OF AC150/5370.
7. THE CONTRACTOR SHALL PROVIDE A 24-HOUR POINT OF CONTACT WHO WILL BE RESPONSIBLE FOR IMMEDIATE CORRECTION OF SAFETY CONCERNS.
8. THE CONTRACTOR IS RESPONSIBLE FOR ADHERING TO THE REQUIREMENTS OF LATEST EDITION OF AC-150/5370-2 "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION."
9. CONTINUALLY CLEAR TAXIWAY, APRONS, AND RUNWAYS OF FOREIGN OBJECT DEBRIS RESULTING FROM CONSTRUCTION ACTIVITY. REMAIN OFF PAVED RUNWAY SURFACES.
10. THE CONTRACTOR SHALL PROVIDE A SAFETY OFFICER/ CONSTRUCTION INSPECTOR FAMILIAR WITH AIRPORT SAFETY TO MONITOR CONSTRUCTION ACTIVITIES. THIS INDIVIDUAL SHALL NOT BE THE PROJECT SUPERINTENDENT. MARK ALL CRITICAL SURFACES BY FLAGGING OR OTHER APPROVED MEANS.
11. RESTRICT MOVEMENT OF CONSTRUCTION VEHICLES TO CONSTRUCTION AREAS BY INSTALLING LATHS/FLAGGING, BARRICADES, ERECTING TEMPORARY FENCING, OR PROVIDING ESCORTS AS APPROPRIATE.
12. NO CONSTRUCTION SHALL OCCUR WITHIN THE RUNWAY SAFETY AREA, UNLESS THE RUNWAY IS CLOSED.
13. PERSONNEL, MATERIAL AND OR EQUIPMENT MUST NOT PENETRATE THE OFZ OR INNER APPROACH OFZ AS DEFINED IN LATEST EDITION OF AC 150/5300-13 (PARAGRAPH 308).
14. OPEN TRENCHES ARE NOT PERMITTED WITHIN THE RUNWAY SAFETY AREA. MARK OPEN TRENCHES WITH RED OR ORANGE FLAGS AND LIGHT WITH RED LIGHTS.
15. CONTRACTOR TO COORDINATE ELECTRICAL VAULT WORK NECESSARY FOR RUNWAY AND TAXIWAY CLOSURES WITH OWNER.
16. CONTRACTOR SHALL NOT CROSS ANY ACTIVE AIRFIELD PAVEMENTS.

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LAWRENCE G. BELL
80564
REGISTERED PROFESSIONAL ENGINEER
03/25/2024

Parkhill.com

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9506 La Force Blvd.
Midland, Texas

PROJECT NO.
01.6234.22

#	DATE	DESCRIPTION
3	03/25/2024	Issue for Bid
2	10/10/2023	Review Final
1	04/05/2023	Preliminary Design

Construction Safety & Phasing Plan Details

G-010

PACKET 10.294 April 23, 2024

FILE NAME: A:\2022\6234.22\03_DSGN\01_DWG\010_GENG-010-6234.dwg LAYOUT NAME: G-010 PRINTED: Tuesday, March 19, 2024 - 8:21am USER: LCasteman

APPENDIX B: FAA FORM 7460-1, NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION (BLANK)

APPENDIX C: ADVISORY CIRCULAR 150/5370-2G, OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION

All contractors and subcontractors responsible for implementation of this CSPP must review all relevant sections of the FAA AC 150/5370-2G, Operating Safety on Airports During Construction prior to commencement of construction.

See here for link to the full Advisory Circular PDF:
https://www.faa.gov/documentLibrary/media/Advisory_Circular/150-5370-2G.pdf

APPENDIX D: FAA CSPP REVIEW CHECKLIST

Checklist for FAA CSPP Review

Airport Name: MIDLAND INTERNATIONAL AIR & SPACE PORT LOCID: MAF

Associate City: MIDLAND, TEXAS

Project No. 01.6234.22

Project Name: MAF RUNWAY BLAST PADS IMPROVEMENTS

F.1.1. AC 150/5370-2G

This checklist identifies the main elements and sub-elements established under Chapter 2 of Advisory Circular 150/5370-2G. Project Managers (PM) are encouraged to use this checklist as an aid when reviewing a Sponsor's CSPP for conformance to the safety standards. Because the PM's approval/disapproval letter in OE/AAA represents the official FAA action, a completed checklist is not a required record the PM must sign or archive in the grant file.

CSPP Element	Element Addressed?			Remarks
	Yes	No	N/A	
Coordination (Section 2.5)				
– Contractor Progress Meetings	✔			
– Addresses necessary actions when changes are proposed to CSPP	✔			
– Provisions for FAA ATO Coordination	✔			
Phasing (Section 2.6)				
– Phase Elements	✔			
– Construction Safety Drawings	✔			
Area and Operations Affected by Construction Activity (Section 2.7)				
– Identification of affected Areas	✔			
– Mitigation Affects	✔			
Navigation Aid Protection (Section 2.8)				
– Operational NAVAID Critical areas	✔			
Contractor Access (Section 2.9)				
– Location of Stockpiles Construction Material	✔			
– Vehicle and Pedestrian Operations	✔			
Wildlife Management (Section 2.10)				
– Trash	✔			
– Standing Water	✔			
– Tall Grass	✔			
– Fencing and Gates	✔			
– Disruption of Wildlife Habitat	✔			
Foreign Object Debris (Section 2.11)				
– FOD Control Measures	✔			
Hazardous Material Management (Section 2.12)				
– Hazardous Material Controls	✔			

CSPP Element	Element Addressed?			Remarks
	Yes	No	N/A	
Notification of Construction Activities (Section 2.13)				
– List of Responsible Representatives	✔			
– NOTAMs	✔			
– Emergency Notification Procedures	✔			
– Coordination with ARFF	✔			
– Notification to the FAA (Part 77, NAVAIDs….)	✔			
Inspection Requirements (Section 2.14)				
– Daily Inspections	✔			
– Final Inspections	✔			
Underground Utilities (Section 2.15)				
– Procedures for protecting underground utilities	✔			
Penalties (Section 2.16)				
– Penalty provisions for noncompliance with CSPP	✔			
Special Conditions (Section 2.17)				
– Conditions that may affect airport operations	✔			
Runway and Taxiway Visual Aids (Section 2.18)				
– General – Convey Clear Meaning; Secured from movement; Frangible	✔			
– Markings	✔			
– Lighting and Visual NAVAIDs	✔			
– Signage	✔			
Access Routes - Marking and Signage (Section 2.19)				
– Haul Road Demarcation	✔			
Hazard Marking, Lighting and Signage (Section 2.20)				
– Areas Impacted by Construction Operations	✔			
– Equipment	✔			
Work Zone Lighting for Nighttime Construction (Section 2.21)				
– Proper Illumination of Construction Area/Equipment	✔			
Protection Runway and Taxiway Areas, Zones and Surfaces (Section 2.22)				
– Runway Safety Area (RSA)	✔			
– Runway Object Free Area (ROFA)	✔			
– Taxiway Safety Area (TSA)	✔			
– Taxiway Object Free Area (TOFA)	✔			
– Obstacle Free Zone (OFZ)	✔			
– Approach and Departure Surfaces	✔			
Other Limitations on Construction (Section 2.23)				
– Prohibitions	✔			
– Restrictions	✔			

APPENDIX E: SPCD SAMPLE

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CONTRACTOR'S SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)

Project Information:

Airport and Sponsor: Midland International Air & Space Port (MAF) / City of Midland

Project Number: 01.6234.22

Project Description/Name: MAF Runway Blast Pads Improvements

Type of Work: Repave and reconfigure three runway blast pad areas.

TxDOT/FAA Project Manager: _____ Phone: _____

Airport Operations Contact: _____ Phone: _____

Contractor Information:

Prime Contractor: _____

Address: _____

Contact: _____ Phone: _____

Contractor Responsibility:

In accordance with Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5370-2G, "Operational Safety during Airport Construction," a Project SPCD must be submitted to the FAA and Airport Operator for review and approval before issuance of a Notice to Proceed for Construction. Prepare SPCD in detailed, written, and graphical format to identify timing and methodology for Contractor compliance with Project Construction Safety and Phasing Plan (CSPP).

Contractor shall comply with all provisions contained herein and provide the following Project-specific, complementary, and supplemental information to FAA-approved CSPP:

1. Contractor shall always have CSPP and SPCD available for reference by Airport Operator and representatives as well as Contractor and subcontractor employees.
    a. Location of CSPP: _____
    b. Location of SPCD: _____

2. Provide contact information for person initiating and coordinating an immediate response to correct any construction-related activity that may adversely affect Airport operational safety (24-hour coverage required):

   Point of Contact: _____ Phone: _____

3. List Contractor's on-site employees responsible for monitoring CSPP and SPCD compliance during construction:

   a. Contact Person: _____ Phone: _____
   b. Contact Person: _____ Phone: _____
   c. Contact Person: _____ Phone: _____
   d. Contact Person: _____ Phone: _____

4. Will Contractor deviate from Section 1, Coordination, as explained in CSPP included in Contract Documents:

   a. No: ____

   b. Yes: ____. Provide explanation: _____

      _____

      _____

5. Will Contractor deviate from Section 2, Phasing, as explained in CSPP included in Contract Documents:

   a. No: ____

   b. Yes: ____. Provide explanation: _____

      _____

      _____

6. Will Contractor deviate from Section 3, Areas/Operations Affected by Construction, as explained in CSPP included in Contract Documents:

   a. No: ____

   b. Yes: ____. Provide explanation: _____

      _____

      _____

7. Will Contractor deviate from Section 4, Navigation Aid (NAVAID) Protection, as explained in CSPP included in Contract Documents:\

    a. No: _____

    b. Yes: ____. Provide explanation: _____

    _____

    _____

8. Will Contractor deviate from Section 5, Contractor Access, as explained in CSPP included in Contract Documents:

    a. No: _____

    b. Yes: ____. Provide explanation: _____

    _____

    _____

9. Will Contractor deviate from Section 6, Wildlife Management, as explained in CSPP included in Contract Documents:

    a. No: _____

    b. Yes: ____. Provide explanation: _____

    _____

    _____

10. Will Contractor deviate from Section 7, Foreign Object Debris (FOD) Management, as explained in CSPP included in Contract Documents:

    a. No: _____

    b. Yes: ____. Provide explanation: _____

    _____

    _____

11. Will Contractor deviate from Section 8, Hazardous Materials (HAZMAT) Management, as explained in CSPP included in Contract Documents:

    a. No: _____

    b. Yes: ____. Provide explanation: _____

    _____

12. Will Contractor deviate from Section 9, Construction Activity Notification, as explained in CSPP included in Contract Documents:

    a. No: _____

    b. Yes: ____. Provide explanation: _____

    _____

    _____

13. Will Contractor deviate from Section 10, Inspection Requirements, as explained in CSPP included in Contract Documents:

    a. No: _____

    b. Yes: ____. Provide explanation: _____

    _____

    _____

14. Will Contractor deviate from Section 11, Underground Utilities, as explained in CSPP included in Contract Documents:

    a. No: _____

    b. Yes: ____. Provide explanation: _____

    _____

    _____

15. Will Contractor deviate from Section 12, Penalties, as explained in CSPP included in Contract Documents:

    a. No: _____

    b. Yes: ____. Provide explanation: _____

    _____

    _____

16. Will Contractor deviate from Section 13, Special Conditions, as explained in CSPP included in Contract Documents:

    a. No: _____

    b. Yes: ____. Provide explanation: _____

    _____

17. Will Contractor deviate from Section 14, Runway and Taxiway Visual Aids, as explained in CSPP included in Contract Documents:

    a. No: _____

    b. Yes: ____. Provide explanation: _____

    _____

    _____

18. Will Contractor deviate from Section 15, Marking and Signs, as explained in CSPP included in Contract Documents:

    a. No: _____

    b. Yes: ____. Provide explanation: _____

    _____

    _____

19. Will Contractor deviate from Section 16, Hazard Marking and Lighting, as explained in CSPP included in Contract Documents:

    a. No: _____

    b. Yes: ____. Provide explanation: _____

    _____

    _____

20. Will Contractor deviate from Section 17, Work Zone Lighting for Night Construction, as explained in CSPP included in Contract Documents:

    a. No: _____

    b. Yes: ____. Provide explanation: _____

    _____

    _____

21. Will Contractor deviate from Section 18, Protection, as explained in CSPP included in Contract Documents:

    a. No: _____

    b. Yes: ____. Provide explanation: _____

    _____

22. Conduct inspections at least once daily, more frequently if necessary to ensure construction personnel comply with CSPP and SPCD, so no altered construction activities create potential safety hazards (see attached Construction Project Daily Safety Inspection Checklist).

23. Describe in detail Contractor plan to restrict construction vehicle and personnel movement to permitted construction areas by flagging, barricading, erecting temporary fencing, or escorts, as appropriate and required in the CSPP (include appropriate plan sheets to identify time/location of control measures):

_____

_____

_____

_____

_____

24. Provide detailed description of Contractor plan ensuring no employees of Contractor, subcontractors, suppliers, or other persons enter any part of Air Operations Area (AOA) without authorization:

_____

_____

_____

_____

_____

25. Describe equipment list in detail and provide a schedule of anticipated operation for all Contractor equipment over 20 feet tall (cranes, concrete pumps, etc.), heights of stockpiles, and haul routes when different from previously filed CSPP:

_____

_____

_____

_____

_____

(As necessary, coordinate with Airport Operator to prepare FAA Form 7460-1 for FAA submission to determine if aeronautical study must be conducted before allowing tall equipment operations.)

26. Provide detailed description of Contractor plan to ensure construction personnel are familiar with safety procedures and regulations on Airport, CSPP, and SPCD:

_____

_____

_____

_____

_____

SPCD Amendment:

SPCD shall be amended when Contractor proposes a construction practice not conforming to CSPP and SPCD that may impact Airport operational safety. Amendment will require a revision to CSPP, SPCD, and advanced coordination with Airport Operator and FAA.

Statement of Certification:

I certify we understand CSPP operational safety requirements and assert we will not deviate from approved CSPP or SPCD unless Airport Operator and FAA grant written approval. Additionally, I certify any deviation to any section indicated herein has been discussed and approved, prior to implementation, by Airport Operator, Engineer, and TxDOT/FAA:

Signature: _____ Date: _____

APPENDIX C

CONSTRUCTION MANAGEMENT PLAN (CMP)

Parkhill

Midland International Air & Space Port

CONSTRUCTION MANAGEMENT PLAN (CMP)

Midland Air & Space Port (MAF)

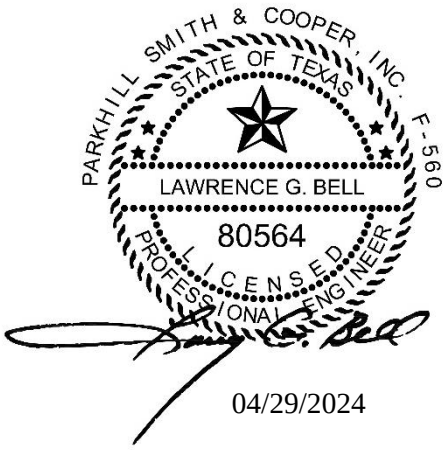
Runway Blast Pads Improvements
Midland, Texas

PACKET 10.310 April 23, 2024

April | 2024
Parkhill Project #01623422

Parkhill

Midland International
Air & Space Port



CONSTRUCTION MANAGEMENT PLAN (CMP)

Midland Air & Space Port (MAF)

Runway Blast Pads Improvements
Midland, Texas

April | 2024
Parkhill Project #01623422

PACKET 10.311 April 23, 2024

TABLE OF CONTENTS

A. INTRODUCTION 1
B. PERSONNEL AND RESPONSIBILITIES 1
C. INSPECTION PROCEDURES AND FREQUENCIES 3
D. SUBMITTAL PROCESS 4
E. QUALITY CONTROL TESTING (BY CONTRACTOR) 4
F. ACCEPTANCE TESTING (BY OWNER'S REPRESENTATIVE) 5
G. TEST RESULTS 6
H. FINAL TEST AND QUALITY CONTROL REPORT 6

APPENDICES

APPENDIX A: CONSULTING ENGINEERING STAFF RESUMES
APPENDIX B: LABORATORY CERTIFICATION
APPENDIX C: SUBMITTAL PROCESS SUMMARY
APPENDIX D: QUALITY CONTROL TESTING (BY CONTRACTOR)
APPENDIX E: ACCEPTANCE TESTING/QUALITY ASSURANCE (BY ENGINEER)

A. INTRODUCTION

The Project accomplished under this program consists of repaving and reconfiguring three blast pad areas at the Midland International Air & Space Port (MAF).

B. PERSONNEL AND RESPONSIBILITIES

Sponsor:

Ms. Justine Ruff, Director of Airports
City of Midland, Texas
PO Box 60305
Midland, Texas 79711
432.560.2200 x3010

Mr. Aaron Easton, Deputy Director of Airports
City of Midland, Texas
PO Box 60305
Midland, Texas 79711
432.560.2200 x3010

Federal Aviation Administration:

Michael Van Vliet, FAA Southwest Region
Texas Airports Development Office ASW-650
10101 Hillwood Parkway
Fort Worth, Texas 76177
817.222.5132
michael.e.van.vliet@faa.gov

Consulting Engineer and Staff

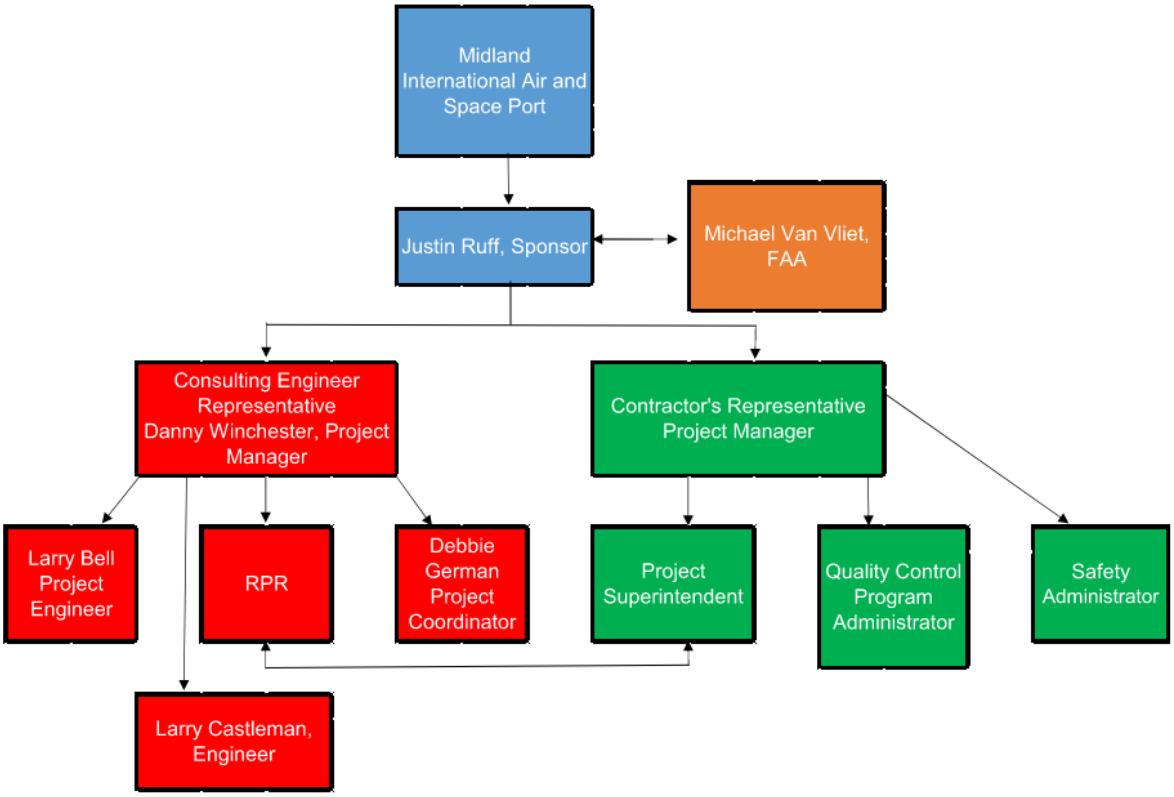
Danny Winchester, PE, Project Manager.
Parkhill
1700 West Wall Street Suite 100
Midland, Texas 79701
432.697.1447
dwinchester@parkhill.com

Larry Bell, PE, Project Engineer
Parkhill
1700 West Wall Street Suite 100
Midland, Texas 79701
432.697.1447
lbell@parkhill.com

Larry Castleman, Engineer
Parkhill
4222 85th Street
Lubbock, Texas 79423
806.473.2200
lcastleman@Parkhill.com

Debbie German, Project Coordinator
Parkhill
4222 85th Street
Lubbock, Texas 79423
806.473.3615
dagerman@Parkhill.com

Project Manager/Engineer will oversee construction period services. Parkhill will also provide one, full-time Resident Project Representative (RPR) during Project construction. A second RPR will be provided if needed. RPR duties, responsibilities, and limitations of authority are described in the Professional Engineering Services Agreement. RPR will report directly to the Parkhill Project Manager. Parkhill will compile a copy of all test reports to be delivered to FAA. Key personnel and chain of communication are described as follows:



- Contractor (Updated upon award)
  - Firm: _____
  - Contact Name, Title: _____
  - City State Zip: _____
  - Address: _____
  - Phone: _____
  - Email: _____
- Testing Lab(s)
  - Sponsor's Quality Assurance Testing Lab (TBD)
    - Firm: _____
    - Contact Name, Title: _____
    - Address: _____
    - City State Zip: _____
    - Phone: _____
    - Email: _____
  - Contractor's Quality Control Testing Lab (TBD)
    - Firm: _____
    - Contact Name, Title: _____
    - City State Zip: _____
    - Address: _____
    - Phone: _____
    - Email: _____

As required, the Sponsor's Quality Assurance (QA) testing laboratory and Contractor's Quality Control (QC) testing laboratory must be certified according to ASTM D3666 and C1077. Laboratory certificates may be found in Appendix B. Sponsor's QA laboratory is responsible for reporting all construction period and material compliant test results to Contractor, Sponsor, Sponsor's Agent/FAA, and Engineer. Contractor's QC laboratory is responsible for testing and reporting quality control test reports and periodic inspections to ensure quality of material required by Project Technical Specifications.

C. INSPECTION PROCEDURES AND FREQUENCIES

1. SURVEYING AND GRADE CONTROL.

Engineer provides grade control as part of Construction Documents. Contractor is responsible for verifying control network at Project onset to confirm agreement. All construction staking is Contractor responsibility and Contractor is required to immediately report any deviations. As required by Technical Specifications, Contractor must employ a Texas-licensed RPLS to verify field condition of various construction items. Provide all survey notes and measure to Engineer for verification of compliance with Project design. Engineer may employ a Texas-licensed RPLS to perform periodic verification of Contractor work, where applicable. This will include isolated spot checks only. Any discrepancies found will result in an immediate coordination meeting between Engineer and Contractor.

2. BY CONTRACTOR.

Contractor is required to execute daily inspections on work performed and to be performed. All inspection notes shall be captured in Contractor's daily log, submitted as required. Contractor must also perform certain QC testing, where applicable. Testing shall be performed by Contractor's lab and all test reports made available to Engineer daily. Frequencies are defined in Project Specifications and Article E – Quality Control Testing (by Contractor). Contractor will detail QC testing further in their QC Program required by FAA Item C-100 – Contractor Quality Control Program.

3. BY CONSULTING ENGINEER.

Observation Procedures: RPR will be onsite full-time daily throughout Project duration. As per Agreement for Professional Services, RPR will check for "general conformance to Plans and Specifications." RPR will not "inspect" every detail of Contractor's Project nor direct Contractor operations. RPR will observe, document findings, and bring any concerns to Parkhill project manager. RPR will also coordinate Owner's QA testing laboratory. Tests will be performed as required by Technical Specifications and as stated in Article F – Acceptance Testing (by Owner's Representative). RPR will also monitor daily activity to confirm Contractor performs required QC testing. Observation notes will be captured in Procore.

Daily Reporting/Diary: RPR will maintain daily logs in Procore for activity, progress, concerns, communication, testing, and other activity related to construction. Submit logs to Sponsor and FAA as part of Project Final Report, if applicable. RPR will also collect photos for reference where appropriate. Include all photos in Procore and transmit as part of the Project Final Report.

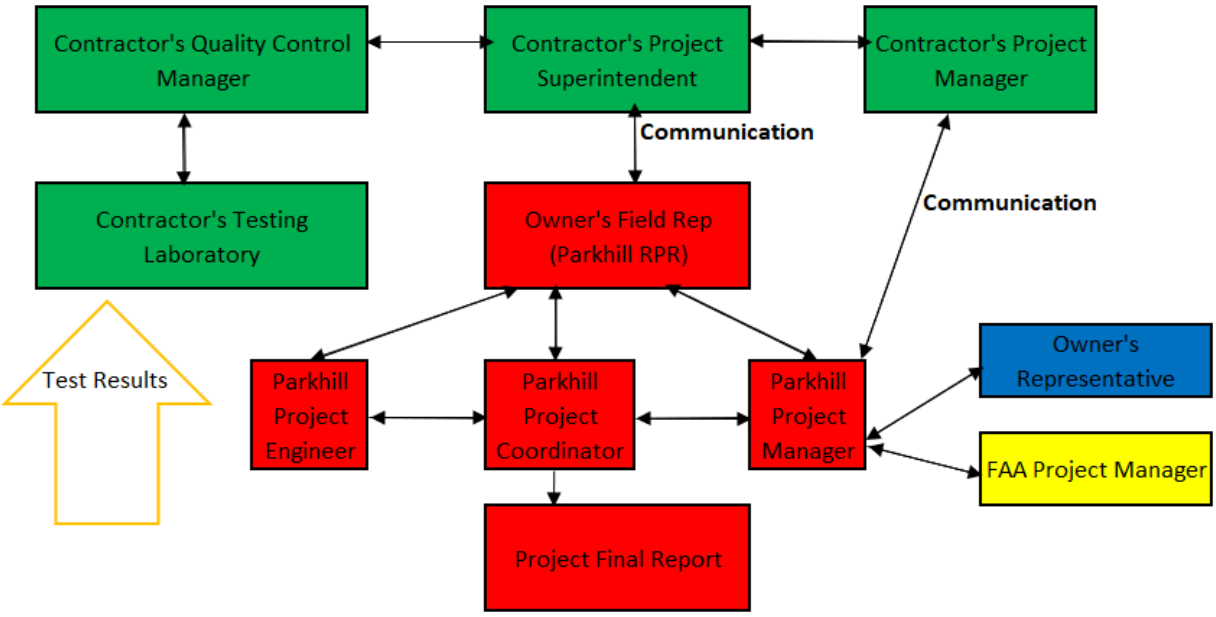
Weekly Reporting: As required by FAA, Parkhill will prepare and email weekly Construction Progress Reports to FAA Project Manager and carbon copy Sponsor.

D. SUBMITTAL PROCESS

- Contractor must prepare and submit a complete submittal list at Preconstruction Meeting to populate into Procore and maintain throughout Project duration. Engineer will also maintain a record of submittal status in Procore. All submittals shall address “Buy American” and FAA-approved source requirements by having Contractor submit a written certification statement indicating requirements are met.
- A preliminary list of submittals may be found in Appendix C. This list was prepared to assist Contractor and does not permit Contractor to omit a submittal if not included on list.
- All submittals will be routed through Procore for review and approval.

E. QUALITY CONTROL TESTING (BY CONTRACTOR)

- Contractor must visually inspect all items used upon arrival and maintain control charts for applicable material production. Contractor shall perform and document all daily inspections and tests as determined in the Technical Specifications, FAA Item C-100 – Contractor Quality Control Program. Contractor shall make QC reports, test results, and inspection reports available to Engineer. Provide test results before start of the following day. Provide inspection reports on workday after day of record. All items of material and equipment are subject to Engineer surveillance. If Contractor determines to be noncompliant regarding any requirements of QC Program, Engineer may expect Contractor to:
  - replace ineffective or unqualified quality control personnel or subcontractors; or
  - stop operations until appropriate corrective action is taken.
- For a list of anticipated QC Tests, see Appendix D, Table 2 - Quality Control Testing (By Contractor). Test values are included in Project Specifications.
- Quality Control Testing Responsibility



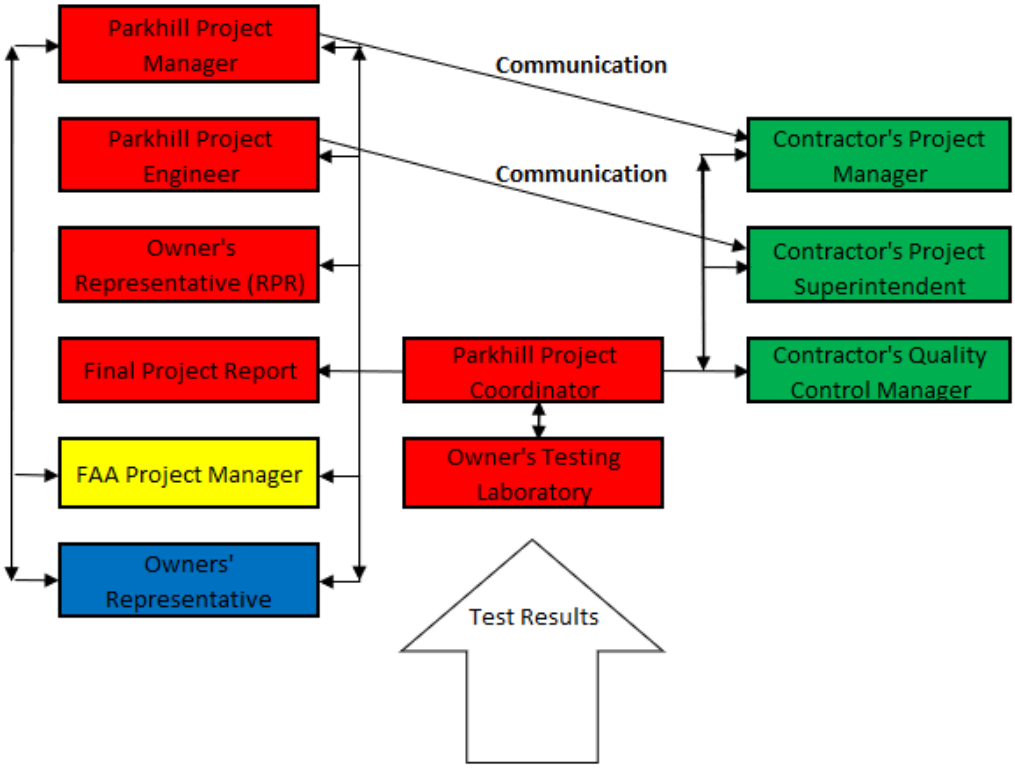
Summary of Action: If/when deficiencies arise during construction, instigate immediate communication as indicated. Action includes but not limited to:

- Discussion of test results and potential implications.
- Retest by Contractor to verify results.
- If retest confirms deficiency, Contractor shall rework deficiency or potentially replace material depending on deficiency.
- Reworked area or replaced material tested by Contractor's laboratory.
- Contractor shall develop a plan for avoiding same deficiency on future segments of work.
- Other specific courses of action defined in Contractor's QC Plan.

F. ACCEPTANCE TESTING (BY OWNER'S REPRESENTATIVE)

For Testing Methods, see Appendix E, Table 3 - Quality Assurance (by Engineer).

Quality Assurance Testing Responsibility:



G. TEST RESULTS AND DOCUMENTATION

- Daily Quality Control (QC) Tests: Contractor must document all QC test results performed on Project. Submit test results to RPR for review the day after testing is performed. If results are deficient, RPR will initiate dialogue with Contractor's Superintendent. If results are favorable, RPR will forward results to Parkhill Project Assistant to be compiled for Project Final Report.
- Daily Quality Acceptance (QA) Tests: RPR will coordinate testing with Owner's Laboratory. RPR will also document all test results at point of testing, using this data to reconcile test reports received from Owner's Testing Laboratory. RPR will also note tests performed in Procore. Deficient test results will be immediately communicated to Contractor's Project Superintendent.
- Failing Tests:
  - QC Testing: Whether passing or failing, RPR will obtain a copy of all QC test results performed by Contractor. Deficient results will result in immediate communication between Contractor and Engineer and subsequent action determined. Corresponding retests will be taken and documented.
  - QA Testing: RPR will document all test results as point test is performed by Owner's Testing Laboratory. Deficient results will result in immediate communication between Contractor and Engineer and an action plan for remediation developed. Retest results will be documented and all charges for failing tests invoiced to Contractor.

H. FINAL TEST AND QUALITY CONTROL REPORT

As part of the Project Final Report, Engineer, Contractor, and Owner's Testing Laboratory will coordinate preparation of a Final Test and Quality Control Report. Report will summarize number of tests performed versus number of tests required for each specification item. Failed tests and subsequent retests will be included. Where necessary, document acceptance of specification deficiencies.

APPENDIX A: CONSULTING ENGINEER STAFF RESUMES

Danny Winchester, PE

Civil Engineer | Principal

Danny Winchester, PE, is a Principal and a Team Leader for Parkhill's Aviation Sector. His 35 years at Parkhill have been spent in aviation design and project management. Danny's aviation design has been mostly with FAA Certificated Airports (Part 139). He has been involved in aviation projects at Midland International Air & Space Port since he came to work for Parkhill. He has developed a strong expertise in FAA funding processes for Airport Improvement Project funding and Passenger Facility Charge funding. This expertise has allowed Danny to assist the City of Midland in acquiring over $150 million of funding from FAA for Capital Improvement Projects at the Midland International Airport over the past 35 years. Danny assisted Midland International Air & Space Port in becoming the first Commercial Service Airport (Part 139) to receive an FAA Certified Space Launch Site Operator License. Danny has also served the engineering profession by serving in many roles at the local, regional, and state levels of the Texas Society of Professional Engineers. He has been recognized by the Texas Society of Professional Engineers as both the Young Engineer of the Year and Engineer of the Year for the Permian Basin Chapter. He also received the Distinguished Engineer Award from the Texas Engineering Foundation - 2004

EDUCATION

Texas Tech University
Bachelor of Science
Civil Engineering, 1984

REGISTRATION

Licensed Professional Engineer
Texas, 65060

YEARS OF EXPERIENCE

37

NOTABLE PROJECTS

- Lubbock International Airport Security Access Control Improvements
- MAF Access Control System and Cable Upgrade
- MAF Air Carrier Runways and Taxiways Rehabilitation
- MAF Aircraft Ramp Lighting System Improvements
- MAF Airfield Lighting Cabling Replacement and Airfield Signage
- MAF Airfield Pavement Marking
- MAF Concrete Terminal Apron Rehabilitation
- MAF Construct Taxiway and Apron at CAF
- MAF Emergency Roadway and Gates Rehabilitation
- MAF Executive Apron Reconstruction
- MAF Executive Apron Reconstruction Area B
- MAF Lighting and Signage Rehabilitation
- MAF New Terminal Vehicle Parking Lots
- MAF Northwest Taxilane Extension - Phase 2
- MAF NW Roads and Parking - Phase 2
- MAF Rehab Entrance Road Pavement and Guidance Signage
- MAF RIM (Runway 10 End)
- MAF Runway 16R/34L Rehabilitation
- MAF Security Checkpoint Expansion
- MAF Taxiway P Aircraft Run-up
- MAF Taxiway Systems Rehabilitation
- MAF Terminal Building Outbound Baggage Conveyance System Replacement
- MAF Terminal Building Rehabilitation
- MAF Terminal Vehicle Parking Rehabilitation and Parking Equipment Replacement
- MAF Terminal Building Expansion - Gate 6

Larry Bell, PE

Civil Engineer | Senior Associate

Larry Bell, PE, is a Senior Associate and senior engineer in Parkhill's Aviation Sector. He has prior experience in site and residential development with expertise in the topographic grading aspects of those projects. Larry has developed an appreciation for multi-discipline projects that combine the input of experts in varied professional fields. He is now extending those attributes into the aviation field in airside and landside project development. He has served as the past president of the local chapter of the American Society of Civil Engineers.

EDUCATION

Texas Tech University
Bachelor of Science
Civil Engineering, 1989

REGISTRATION

Licensed Professional Engineer
Texas, 80564

YEARS OF EXPERIENCE

31

NOTABLE PROJECTS

- MAF Air Carrier Runways and Taxiways Rehabilitation
- MAF Airfield Pavement Marking
- MAF Airfield Wildlife Fence Improvements
- MAF Construct Taxiway and Apron at CAF
- MAF Lavatory Disposal Station Modifications
- MAF New Terminal Vehicle Parking Lots
- MAF RIM (Runway 10 End)
- MAF Runway 16L-34R Preliminary Engineering Report Phase
- MAF Terminal Vehicle Parking Rehabilitation and Parking Equipment Replacement
- MDD New Hangar Development
- Midland Air and Space Port Business Park Infrastructure Design
- Midland International Air & Space Port Master Plan
- Midland International Airport Northwest Taxilane Extension - Phase 2
- Midland International Airport Taxiway P Aircraft Run-up
- Schlemeyer Airport Runway, Taxiway and Lighting Improvements
- Spaceport Business Park Environmental and Asbestos Survey

Larry Castleman

Engineering Technologist

EDUCATION

Texas Tech University
Bachelor of Science
Civil Engineering, 2014

YEARS OF EXPERIENCE

2

NOTABLE PROJECTS

- MAF Airfield Lighting Rehabilitation
- TxDOT Cleburne Taxiway D Relocation, Runway 15/33 and Taxiway A Rehabilitation
- Lubbock Preston Smith International Airport Terminal Apron Rehabilitation
- TxDOT Moore County Airfield Rehab
- LBB Taxiways M and J Rehabilitation
- Reese Tech Center 2020 EDA Grant
- LBB Airfield-Wide Joint Seal
- LEDA Miscellaneous
- TxDOT Perry Lefors Field (Pampa) Elec Improvements
- TxDOT Graham Municipal Airport
- TxDOT Post-Garza County Airport Improvements
- El Paso International Airport FBO Ramp Addition and Taxiway U & V Realignment
- Project Pursuit Write-off - Civil
- LEDA Lubbock Business Park South Half Infrastructure Improvements
- TxDOT Floydada Municipal Airport
- TxDOT Seymour Municipal Airport 2018
- LEDA-LBBK Bus Park N. Nutmeg and Hunter

Debbie German

Project Assistant

Debbie German is the Aviation Project Assistant (PASS) and has been with Parkhill since March 2015. She began with Parkhill in the Civil Clerical department, where she completed and reviewed FAA, TxDOT, and EJCDC specifications, reports, and more. She continues to work with those entities as well as assist in creating Parkhill's Civil Master Specifications to improve the firm's design communication and clarity. As a PASS, she provides project management support to the Aviation Sector with project documentation, internal and external communication, and project tracking. Debbie has a thorough understanding of TxDOT's eGrants, assisting clients in securing TxDOT funding for their projects, and Procore, Parkhill's go-to software for communicating Civil project information among the client, design team, and other stakeholders. In each capacity, Debbie serves the firm and its clients, recognizing the needs of the client, project managers, and contractors and working to liaise among each working part of the project successfully. She is also a dedicated member of the firm, having served on various internal committees to ensure Parkhill upholds its core values and motto of Building Community.

EDUCATION

University of Phoenix
Bachelor of Science
Human Services / Management, 2012

YEARS OF EXPERIENCE

6

NOTABLE PROJECTS

- LBB Airfield-Wide Joint Seal
- LBB Taxiways M and J Rehabilitation
- LBB Terminal Apron Rehabilitation
- MAF Airfield Lighting Rehabilitation
- MAF Airfield Pavement Marking
- MAF Airfield Wildlife Fence Improvements
- MAF Rehabilitate Concrete Apron
- MAF Rehabilitate NW Taxilane
- Plainview-Hale County Crack Seal Project
- Tulsa Airport Pavement Management
- Tulsa Airport Perimeter Road Rehabilitation
- TxDOT Cameron AP Pavement Rehab, Lighting, and PAPI
- TxDOT Cleburne Taxiway D Relocation, Runway 15/33 and Taxiway A Rehabilitation
- TxDOT Culberson County Airport Airfield Rehabilitation
- TxDOT Floydada Municipal Airport Hangar Access Taxiway Reconstruction
- TxDOT Odessa Ector County Airport Improvements
- TxDOT Pecos Municipal Airport Taxiway and Apron Pavement Rehabilitation
- TxDOT Post-Garza County Airport Improvements
- TxDOT Seymour Municipal Airport Runway 17-35 Improvements
- TxDOT Winkler County Airport Pavement Improvements
- Winkler County Airport Hangars

APPENDIX B: LABORATORY CERTIFICATION

Available Upon Request

APPENDIX C: SUBMITTAL PROCESS SUMMARY

Table 1: SUMMARY OF SUBMITTALS

Specification	Spec Section	Submitted By	Material	Test Standard	Test Required	Sampling Locations	Minimum Test Frequency	Requirements	Notes
C-100, Contracotr Quality Control Program	100-1	C					1/Project		Contractor shall establish a CQCP
C-102, Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	102-1	C					1 / Project		Contractor to prepare SWPPP and NOI, submit copies to Engineer/Owner.
C-105, Mobilization		C		None	None				
P-101, Removal of Existing Pavement		C		None	None				
P-152, Excavation, Subgrade, and Embankment	None	C							
Item 401, Hot Mix Asphalt (HMA) Pavements	401-2.1	C	Aggregate	Ferrous Sulfides/Iron Oxides	Lime Slurry	Source	1/project	No Brown Gelatinous Precipitate	
	401-2.1.a	C	Course Aggregate	ASTM C131	Percent of Wear	Source	1/project	<40%	
				ASTM C88	Sodium Sulfate Soundness Loss	Source	1/project	<12% or <18% after 5 cycles	
					Fractured Faces	Source	1/project	>75% by weight having 2 or more fractured faces and >85% by weight having at least 1 fractured face.	Achieved by crushing.
				ASTM D4791	Flat, elongated, and flat and elongated particles	Source	1/project	<8% by weight	
	401-2.1.b	C	Fine Aggregate	ASTM D4318	Plasticity Index (PI) and Liquid Limit (LL)	Source	1/project	PI < 6 LL < 25	
				ASTM C88	Soundness Loss (after 5 cycles)	Source	1/project	<10% (for sodium sulfate) or <15% (for magnesium sulfate)	
				ASTM C142	Clay lumps and friable particles	Source	1/project	<1% by weight	
			Natural Sand (if used)	ASTM D1073	Standard spec for fine aggregate (Grading, fineness modulus, and PI)	Source	1/project	Must meet requirements of ASTM D1073	Applies if natural sand is used.
			Natural Sand (if used)	ASTM D4318	Plasticity Index (PI) and Liquid Limit (LL)	Source	1/project	PI < 6 LL < 25	Applies if natural sand is used.
	401-2.2	C	Mineral Filler (if used)	ASTM D242	Standard spec for Mineral Filler	Source	1/project	Must meet requirements of ASTM D242	If filler, in addition to that naturally present in aggregate, is necessary, this applies.
	401-2.3	C	Asphalt Cement Binder	ASTMD6373	Standard Spec for Asphalt Cement Binder	Source	1/project	Munst meet requirements of ASTM D6373 for PG 64-28	Include manufacturer Certificate of Compliance in mix design. Supplier's certified test report provided to engineer for each load delivery to mix plant. If binder modified after delivery to mix plant, provide engineer with certified test report indicating grade certification.
	401-2.5	C	Anti-Stripping Agent or Additive	Shall be heat stable, not change the asphalt cement viscosity beyond specifications, contain no harmful ingredients, be added in recommended proportion by approved method, and APPROVED BY STATE DEPARTMENT OF					Applies if anti-stripping agent or additive required.
	401-3.2	C	HMA Job Mix Formula (JMF)	Designed Using: Asphalt Instutitue's MS-2 Mix Design Manual, 7th edition	JMF	Plant	1 per JMF used	Submitted > 30 days prior to start of paving operations.	
				ASTM D4867	Tensile Strength Ratio	Plant	1 per JMF used	>75 when tested at 70-80% saturation	If TSR <75, use anti stripping agent to achieve >75.
				JMF to include, as minimum:					
				a. Total combined aggregate gradation, individual gradation of all aggregate stockpiles, and percent by weight of each stockpile used in the JMF					
				b. Percent of Asphalt Cement					
				c. Asphatl performance grade and type of modifier (if used)					
				d. Number of gyrations					
				e. Laboratory mixing temperature					
				f. Laboratory compaction temperature					
				g. Temperature-viscosity o fthe PG binder showing acceptable range of mixing and compation temperatures (for modified binders include supplier recommended mixing and compaction temperatures)					
				h. Plot of the combined gradation on a 0.45 power gradation curve.					
				i.Graphical plots of air voids, VMA, and unit weight versus asphalt content.					
				j. Specific gravity and absorption of each aggregate					
				k. Percent natural sand (if used)					
				l. Percent fractured faces					
				m. Percent by weight of flat particles, elongated particles, and flat and elongated particles					
				n. Tensile Strength Ratio (TSR)					
				o. Anti-strip agent (if required)					
				p. Date JMF was developed (must not be from prior construction season and less than 90 days prior to production).					
				q. Percentage and properties of RAP, if used (asphalt content, binder properties, and aggregate properties).					
				Contractor shall submit result of verification testing of 3 samples prepared at optimum asphalt content. The average of these results will indicate conformance with the JMF requirements of Tables 1 and 3.					
				Table 1: Gyratory Design Criteria (75 gyrations)					
				Target Air Voids = 3.5%					
				VMA minimum = 15%					
				Gradation meeting Table 3 Gradation					

Table 1: SUMMARY OF SUBMITTALS

Specification	Spec Section	Submitted By	Material	Test Standard	Test Required	Sampling Locations	Minimum Test Frequency	Requirements	Notes
			HMA	Gyratory Design Using 75 Gyrations	Target Air Voids	Plant HMA Samples	3 per JMF	3.50%	
					Voids in Mineral Aggregate (VMA)	Plant HMA Samples	3 per JMF	15% (minimum)	
			HMA	ASTM D6307 or ASTM D2172	Asphalt Content	Plant HMA Samples	3 per JMF	5.0-7.5% (Stone or Gravel); 6.5-9.5% (Slag)	Use ASTM D2172 if correction factor in ASTM D6307 is >1.0.
			HMA	ASTM C136 and ASTM C117	Gradation	Plant HMA Samples	3 per JMF	Table 3	
	401-3.3	C	Recycled Asphalt Pavement (RAP)	RAP may only be used in Shoulder and base course design. RAP shall not be used in surface course. Max RAP allowed is 30%, other restrictions and requirements apply, see spec section.					
	401-4.11	C	Laydown Plan: Contractor shall submit a laydown plan prior to placement of HMA						Should be designed to minimize cold joints in pavement.
	401-6.1	C	Contractor Quality Control Plan: Contractor shall not be allowed to place test section until Contractor Quality Control Program has been approved. (401-3.5)						See section 401-6.1 for minimum plan elements.
Item 403, Asphalt Mix Pavement Base Course	403-2.1	C	Aggregate	Ferrous Sulfides/Iron Oxides	Lime Slurry	Source	1/project	No Brown Gelatinous Precipitate	
	403-2.1.a	C	Course Aggregate	ASTM C131	Percent of Wear	Source	1/project	<40%	
				ASTM C88	Sodium Sulfate Soundness Loss	Source	1/project	<12% or <18% after 5 cycles	
					Fractured Faces	Source	1/project	>75% by weight having 2 or more fractured faces and >85% by weight having at least 1 fractured face.	Achieved by crushing.
				ASTM D4791	Flat, elongated, and flat and elongated particles	Source	1/project	<8% by weight	
	403-2.1.b	C	Fine Aggregate	ASTM D4318	Plasticity Index (PI) and Liquid Limit (LL)	Source	1/project	PI < 6 LL < 25	
				ASTM C88	Soundness Loss (after 5 cycles)	Source	1/project	<10% (for sodium sulfate) or <15% (for magnesium sulfate)	
				ASTM C142	Clay lumps and friable particles	Source	1/project	<1% by weight	
			Natural Sand (if used)	ASTM D1073	Standard spec for fine aggregate (Grading, fineness modulus, and PI)	Source	1/project	Must meet requirements of ASTM D1073	Applies if natural sand is used.
			Natural Sand (if used)	ASTM D4318	Plasticity Index (PI) and Liquid Limit (LL)	Source	1/project	PI < 6 LL < 25	Applies if natural sand is used.
	403-2.2	C	Mineral Filler (if used)	ASTM D242	Standard spec for Mineral Filler	Source	1/project	Must meet requirements of ASTM D242	If filler, in addition to that naturally present in aggregate, is necessary, this applies.
	403-2.3	C	Asphalt Cement Binder	ASTMD6373	Standard Spec for Asphalt Cement Binder	Source	1/project	Munst meet requirements of ASTM D6373 for PG 64-28	Include manufacturer Certificate of Compliance in mix design. Supplier's certified test report provided to engineer for each load delivery to mix plant. If binder modified after delivery to mix plant, provide engineer with certified test report indicating grade certification.
	403-2.4	C	Anti-Stripping Agent or Additive	Shall be heat stable, not change the asphalt cement viscosity beyond specifications, contain no harmful ingredients, be added in recommended proportion by approved method, and APPROVED BY STATE DEPARTMENT OF					Applies if anti-stripping agent or additive required.
	403-3.2	C	HMA Job Mix Formula (JMF)	Designed Using: Asphalt Instutitue's MS-2 Mix Design Manual, 7th edition	JMF	Plant	1 per JMF used	Submitted > 30 days prior to start of paving operations.	
				ASTM D4867	Tensile Strength Ratio	Plant	1 per JMF used	>75 when tested at 70-80% saturation	If TSR <75, use anti stripping agent to achieve >75.
				JMF to include, as minimum:					
				a. Total combined aggregate gradation, individual gradation of all aggregate stockpiles, and percent by weight of each stockpile used in the JMF					
				b. Percent of Asphalt Cement					
				c. Asphatl performance grade and type of modifier (if used)					
				d. Number of gyrations					
				e. Laboratory mixing temperature					
				f. Laboratory compaction temperature					
				g. Temperature-viscosity o fthe PG binder showing acceptable range of mixing and compation temperatures (for modified binders include supplier recommended mixing and compaction temperatures)					
				h. Plot of the combined gradation on a 0.45 power gradation curve.					
				i.Graphical plots of air voids, VMA, and unit weight versus asphalt content.					
				j. Specific gravity and absorption of each aggregate					
				k. Percent natural sand (if used)					
				l. Percent fractured faces					
				m. Percent by weight of flat particles, elongated particles, and flat and elongated particles					
				n. Tensile Strength Ratio (TSR)					
				o. Anti-strip agent (if required)					
				p. Date JMF was developed (must not be from prior construction season and less than 90 days prior to production).					
				q. Percentage and properties of RAP, if used (asphalt content, binder properties, and aggregate properties).					
				Contractor shall submit result of verification testing of 3 samples prepared at optimum asphalt content. The average of these results will indicate conformance with the JMF requirements of Tables 1 and 3.					
				Table 1: Gyratory Design Criteria (75 gyrations)					
				Target Air Voids = 3.5%					
				VMA minimum = 15%					
				Gradation meeting Table 3 Gradation					

Table 1: SUMMARY OF SUBMITTALS

Specification	Spec Section	Submitted By	Material	Test Standard	Test Required	Sampling Locations	Minimum Test Frequency	Requirements	Notes
			HMA	Gyratory Design Using 75 Gyrations	Target Air Voids	Plant HMA Samples	3 per JMF	3.50%	
					Voids in Mineral Aggregate (VMA)	Plant HMA Samples	3 per JMF	15% (minimum)	
			HMA	ASTM D6307 or ASTM D2172	Asphalt Content	Plant HMA Samples	3 per JMF	5.0-7.5% (Stone or Gravel); 6.5-9.5% (Slag)	Use ASTM D2172 if correction factor in ASTM D6307 is >1.0.
			HMA	ASTM C136 and ASTM C117	Gradation	Plant HMA Samples	3 per JMF	Table 3	
	403-3.4	C	Recycled Asphalt Pavement (RAP)	RAP Not Used					
	403-4.11	C	Laydown Plan: Contractor shall submit a laydown plan prior to placement of HMA						Should be designed to minimize cold joints in pavement.
	403-5.1	C	Contractor Quality Control Plan: Contractor shall not be allowed to place test section until Contractor Quality Control Program has been approved. (401-3.5)						See section 403-5.1 for minimum plan elements.
P-602, Bituminous Prime Coat		C	Asphalt	ASTM D977, D2397, D2027 or D2028	Asphalt Type	Source	1 / Project	Conforms to test method.	
	602-2.1	C	Bituminous Material	ASTM D3628	Selection and Use of Emulsified Asphalts	Source	1 / Project		
	602-2.2	C	Herbicide			Source	Project	Herbicide Product	
P-603, Bituminous Tack Coat	603-2.1	C	Bituminous Material	(ASTM D3628) ASTM D977, D2028 or D2397	Selection and Use of Emulsified Asphalts	Source	1 / Project	Conforms to test method.	
P-610, Structural Portland Cement Concrete	610-2.1.a.1	C	Fine and Coarse Aggregate	ASTM C1260	Alkali Reactivity of Aggregates	Source	1 / Coarse Aggregate; 1 / Fine Aggregate	<.1% at 28 days	
	610-2.1.a.2-3	C	Fine and Coarse Aggregate	ASTM C1567	Alkali Reactivity of Aggregates	Source	1 / Project	<.1% at 28 days	Combine Fine and Coarse Aggregate.
	610-2.2 and 610-2.2.1	C	Coarse Aggregate	ASTM C666	Freeze/Thaw Test	Lab/Source	1 / Project	Durability factor ≥ 95.	
	610-2.2 and 610-2.3	C	Fine and Coarse Aggregate	ASTM C33	Concrete Aggregates	Source	1 / Coarse Aggregate; 1 / Fine Aggregate	Conform to test method.	
	610-2.2 and 610-2.3	C	Fine and Coarse Aggregate	ASTM C136	Sieve Analysis	Source	1 / Coarse Aggregate; 1 / Fine Aggregate	Sieve Table	
	610-2.4	C	Cement	ASTM C150	Portland Cement	Source	1 / Project	Type II	
	610-2.6.a	C	Air-Entraining Admixture	ASTM C260	Air-Entraining Admixtures for Concrete	Source	1 / Project	Conform to test method.	
	610-2.6.b and 610-2.6.c	C	Chemical Admixture	ASTM C494	Chemical Admixtures	Source	1 / Project	Retarding shall meet Type A, B, or D; Set accelerating shall meet Type C; Calcium chloride and admixtures containing calcium chloride shall not be used.	
	610-2.7	C	Joint Filler	ASTM D1751 or ASTM D1752	Preformed Joint Filler	Source	1 / Project	Conform to test method.	
	610-2.9	C	Steel-Welded Wire Reinforcement	ASTM A1064	Standard Spec for Steel-Welded Wire Reinforcement	Source	1 / Project	Conform to test method.	Formerly ASTM A185.
	610-2.9	C	Billet-Steel Bars	ASTM A615	Standard Spec for Deformed and Plain Billet-Steel Bars	Source	1 / Project	Grade 60	
	610-2.10	C	Curing Material	ASTM C309	Liquid-Membrane Forming Curing Materials	Source	1 / Project	Type 2, CL B	
	610-3.2	C	PCC	ASTM C39	Compressive Strength of Cylindrical Concrete Specimens	Source/Lab	1 / Project	Shall develop a compressive strength of 3500psi in 28 days.	
	610-3.2 and 610-3.6	C	PCC	ASTM C143	Slump Test	Source	1 / Project	Slump not more than 4".	
	610-3.2	C	PCC	ASTM C231	Air Content Test	Source	1 / Structure	Concrete shall contain %5 of entrained air ±1%.	
		C	Epoxy-Coated Steel Bars	ASTM A775 or ASTM A934	Epoxy-Coated Steel Reinforcing Bars	Source	1 / Project	Conform to test method.	
		C						Mix Design	
P-620, Runway And Taxiway Marking	620-2.2	C	Paint			Source	Project	Paint Type	
	620-2.2.a	C	Paint	FED SPEC TT-P-1952E	Paint Spec.	Source	1 / Project	Conform to test method.	
	620-2.3	C	Reflective Media	FED SPEC TT-B-1325D	Reflective Media	Source	1 / Project	Conform to test method.	
T-901, Seeding	901-2.1	C	Seed	Fed Spec JJJ-S-181	Type	Source	Project	Seed blend/quantity of pure live seed.	
	901-2.3	C	Fertilizer		Type	Source	Project	Fertilizer.	
T-905, Topsoiling	905-2.1	C	Topsoil	ASTM C117	Materials Finer Than No. 200 Analysis	Source	Project		
	905-2.1	C	Topsoil		pH	Source	Project	pH	
	905-2.1	C	Topsoil		% Organics	Source	Project	% of organics.	
L-108, Underground Power Cables for Airport		C		L-824 5 KV Cable					
		C						#6 AWG copper ground wire	
		C		L-823 Connector Kits					
		C						Cable splicer qualifications	Send sample splices to Engineer for review.
L-110, Airport Underground Electrical Duct Banks and Conduits		C		2" SCH 40 PVC Conduit					

Table 1: SUMMARY OF SUBMITTALS									
Specification	Spec Section	Submitted By	Material	Test Standard	Test Required	Sampling Locations	Minimum Test Frequency	Requirements	Notes
Other Submittals		C							Verify all materials brought to the site have been submitted for review.

APPENDIX D: QUALITY CONTROL TESTING (BY CONTRACTOR)

Table 2: QUALITY CONTROL (by Contractor)									
Specification	**Spec Section**	**Test By**	**Material**	**Test Procedure**	**Test Required**	**Sampling Locations**	**Minimum Test Frequency**	**Requirements**	**Notes**
P-101, Removal of Existing Pavement		C		None	None				Pulverized materials to stockpile and reuse as subbase
P-152, Excavation, Subgrade, and Embankment		C		None	None				
P-401, Hot Mix Asphalt (HMA) Pavements	401-6.3.a	C	Asphalt Content	ASTM D6307 (or ASTM D2172)	Asphalt Content	During Production	2 / lot	5-7% (Stone or gravel) 6.5%-9.5% (Slag)	If pay factor in ASTM D6307 >1.0, use ASTM D2172.
	401-6.3.b	C	Aggregate	ASTM D5444, C136, and C117	Gradation	During Production	2 / lot	See Table 3	
	401-6.3.c	C	Aggregate	ASTM C566	Moisture Content of Aggregate	During Production	1 / lot		
	401-6.3.d	C	HMA	ASTM D1461 (or AASHTO T329 when determined by conventional oven or microwave)	Moisture Content of HMA	During Production	1 / lot	<0.5% (401-4.9	
	401-6.3.e	C	Binder and HMA	Manual	Temperature	Binder in storage tank, HMA at plan, and HMA at job site	4 / lot	Within limits of JMA	
	401-6.3.f	C	HMA	ASTM 2950	In-Place Density Monitoring	In-place	As needed to ensure density requirements are met	Mat 96.3-101.3% Joint 93.3%	
	401-6.3.g, Additional Testing	C	Contractor may perform other testing as desired to ensure quality standards are met.						
	401-6.3.h, monitoring	C	Engineer has the right to monitor any or all of the Constractor's QC testing.						
	401-6.5, Control Charts	C	HMA	Aggregate Gradation	Contractor to maintain linear control charts both for individual measurements and range. See 6.5.a for Individual measurement control chart limits and 6.5.b for Range control chart limits.				
				Asphalt Content					
				VMA					
	401-6.6, Quality Control Reports	C	Contractor shall maintain records and submit reports daily (See General Conditions, Section 100).						
P-403, Asphalt Mix Pavement Base Course	403-6.3.a	C	Asphalt Content	ASTM D6307 (or ASTM D2172)	Asphalt Content	During Production	2 / lot	5-7% (Stone or gravel) 6.5%-9.5% (Slag)	If pay factor in ASTM D6307 >1.0, use ASTM D2172.
	403-6.3.b	C	Aggregate	ASTM D5444, C136, and C117	Gradation	During Production	2 / lot	See Table 3	
	403-6.3.c	C	Aggregate	ASTM C566	Moisture Content of Aggregate	During Production	1 / lot		
	403-6.3.d	C	HMA	ASTM D1461 (or AASHTO T329 when determined by conventional oven or microwave)	Moisture Content of HMA	During Production	1 / lot	<0.5% (401-4.9	
	403-6.3.e	C	Binder and HMA	Manual	Temperature	Binder in storage tank, HMA at plan, and HMA at job site	4 / lot	Within limits of JMA	
	403-6.3.f	C	HMA	ASTM 2950	In-Place Density Monitoring	In-place	As needed to ensure density requirements are met	Mat 96.3-101.3% Joint 93.3%	
	403-6.3.g, Additional Testing	C	Contractor may perform other testing as desired to ensure quality standards are met.						
	403-6.3.h, monitoring	C	Engineer has the right to monitor any or all of the Constractor's QC testing.						
	403-6.5, Control Charts	C	HMA	Aggregate Gradation	Contractor to maintain linear control charts both for individual measurements and range. See 6.5.a for Individual measurement control chart limits and 6.5.b for Range control chart limits.				
				Asphalt Content					
				VMA					
	403-6.6, Quality Control Reports	C	Contractor shall maintain records and submit reports daily (See General Conditions, Section 100).						
P-602, Bituminous Prime Coat		C			None				
P-603, Bituminous Tack Coat					None				
P-610, Structural Portland Cement Concrete	610-2.3	C	Fine Aggregate	ASTM C33	Gradation	Source	1/ Project	Blending will be permitted to meet the gradation requirements for fine aggregate.	
	610-2.4	C	Cement	ASTM C150, Type I or II		Source	1/ Project		
	610-2.6	C	Water	ASTM C1602		Source	1/ Project		
	610-2.7a	C	Admixture	ASTM 260	Air Entrainment				
	610-2.7a	C	Admixture	ASTM C494, Type A, B or D	Water Reducer	Source	1/ Project	Type F and G high range water reducing admixtures and ASTM C1017 flowable admixtures shall not be used.	

Table 2: QUALITY CONTROL (by Contractor)									
Specification	**Spec Section**	**Test By**	**Material**	**Test Procedure**	**Test Required**	**Sampling Locations**	**Minimum Test Frequency**	**Requirements**	**Notes**
	610-2.7a	C	Admixture	ASTM C494, Type A, B or D	Other chemical admixtures	Source	1/Project	Shall meet requirements of ASTM C494 Type C	Do not use calcium chloride and admixtures containing calcium chloride.
		C	PCC	ASTM C143	Slump Test		1 / structure	Slump not more than 4"	RPR to monitor test.
		C	PCC	ASTM C231	Air Content		1 / structure	5% ± 1%	RPR to monitor test.
P-620, Runway And Taxiway Marking		C			None				
T-901, Seeding		C			None				
T-905, Topsoiling		C			None				
L-108, Underground Power Cables for Airport		C		Submerged reel testing				See spec.	RPR to monitor test.
L-110, Airport Underground Electrical Duct Banks and Conduits		C						See spec.	RPR to monitor test.
Other Submittals		C			None				

APPENDIX E: ACCEPTANCE TESTING/QUALITY ASSURANCE (BY ENGINEER)

Table 3: QUALITY ASSURANCE (by Engineer)									
Specification	**Spec Section**	**Test By**	**Material**	**Test Procedure**	**Test Required**	**Sampling Locations**	**Minimum Test Frequency**	**Requirements**	**Notes**
C-102, Temp Air & Water Pollution, Soil Erosion, and Siltation Control		E		None	None				
P-101, Surface Preparation	None	E							
P-152, Excavation, Subgrade, and Embankment	152-2.6	E	Subgrade	ASTM D698	Nuclear Density Test	In-Place	1 / 1000 SY	Top 12 inches of subgrade shall be compacted to no less than 95% maximum desnity for cohesive soils	Determine % water requirement
	152-2.5	E	Subgrade		Proof Rolling	In-Place	On compact in place layer	>1 inch or engineer discretion shall be removed or reworked	Tire loaded to min of 30,000lbs; tires min 125 psi.
	152-2.9	E	Subgrade	ASTM D1557	Proctor	Source	1 per material encountered		
	152-2.13	E	Subgrade	Straight-Edge Grade Tolerance	Surface smoothness	In-Place	Grid Spacing at 50-ft.	≤1/2" deviation (using 12' straight-edge); ±0.05' from true grade.	

Table 3: QUALITY ASSURANCE (by Engineer)									
Specification	**Spec Section**	**Test By**	**Material**	**Test Procedure**	**Test Required**	**Sampling Locations**	**Minimum Test Frequency**	**Requirements**	**Notes**
P-401, Hot Mix (HMA) Pavements	401-5	E	Plant HMA	ASTM D3203	Air Voids	During production from trucks either at plant or onsite.	1 set of 3 specimens per sublot	2-5%	Based on Theoretical Maximum Specific Gravity.
				ASTM D6925	Lab Compacted Specimens	During production from trucks either at plant or onsite.	1 set of 3 specimens per sublot	See Table 1, 401-3.2 for number of gyrations.	
				ASTM D2726 or ASTM D6752	Bulk Specific Gravity of Lab Compacted Specimens	During production from trucks either at plant or onsite.	1 set of 3 specimens per sublot		
				ASTM D2041	Theoretical Maximum Specific Gravity	During production from trucks either at plant or onsite.	1/sublot		
	401-6	C	In-Place HMA	ASTM D979	Mat density Coring	By Engineer on random basis according to ASTM D3665	1/sublot	Minimum 5" diameter, not closer than 1' from joint.	Contractor responsible for coring using diamond core drill bit.
					Joint density coring		1/sublot	Minimum 5" diameter, centered on joint.	
		E		ASTM D2726 or ASTM D6752	Bulk Specific Gravity of In-Place Samples	Cores from finished HMA	1/sublot for Mat and Joint		See 5.1.b(4) for correct test.
		E		ASTM D3203	Air Voids	Cores from finished HMA	1/sublot	2-5%	Based on Theoretical Maximum Specific Gravity
		E		Mat Density	Mat % Compaction = Mat Core Bulk Specific Gravity / Lab Specimen Bulk Specific Gravity		1/sublot	>96.3% and <101.3%	
		E		Joint Density	Joint % Compaction = Joint Core Bulk Specific Gravity / Lab Specimen Bulk Specific Gravity		1/sublot	>93.3%	
	401-6	E	In-Place HMA	Visual From Cores	Thickness	Cores from finished HMA	1/sublot	Single Sample Defiency 1/4" max avg thickness shall not be less than indicated lift thickness.	
		E		12' Straightedge	Smoothness	Transverse (perpendicular to CL)	50' intervals	<1/4" Variance	
		E		12' Straightedge	Smoothness	Paving Joints Between Lots	50' intervals (or less per Engineer)	Prior to production	
		E		12' Straightedge	Short Section (<200' lot length) Longitudinal Smoothness	Parallel to CL of paving and at center of paving lanes when widths < 20', or at the 1/3rd points when paving lane >20'.	Full length of short lot section	<1/4" Variance	Shall not be made through grade changes or cross slope transitions.
		E		Licensed and Stamped Survey	Grade	In-place finished HMA at 50' intervals longitudinally, and transversely at each grade brake but not less than 50'.	Every day during paving	Within 1/2" of design	Contractor to submit data to engineer the following day.
		E				During Production from Trucks either at plant or on site	Every Truck	Collect batch tickets	Write applicable information on batch tickets. Number and scan tickets.
				ASTM D3203	Air Voids	During production from trucks either at plant or onsite.	1 set of 3 specimens per sublot	2-5%	Based on Theoretical Maximum Specific Gravity.

Table 3: QUALITY ASSURANCE (by Engineer)									
Specification	**Spec Section**	**Test By**	**Material**	**Test Procedure**	**Test Required**	**Sampling Locations**	**Minimum Test Frequency**	**Requirements**	**Notes**
P-403	403-5	E	Plant HMA	ASTM D6925	Lab Compacted Specimens	During production from trucks either at plant or onsite.	1 set of 3 specimens per sublot	See Table 1, 401-3.2 for number of gyrations.	
				ASTM D2726 or ASTM D6752	Bulk Specific Gravity of Lab Compacted Specimens	During production from trucks either at plant or onsite.	1 set of 3 specimens per sublot		
				ASTM D2041	Theoretical Maximum Specific Gravity	During production from trucks either at plant or onsite.	1/sublot		
	403-6	C	In-Place HMA	ASTM D979	Mat density Coring	By Engineer on random basis according to ASTM D3665	1/sublot	Minimum 5" diameter, not closer than 1' from joint.	Contractor responsible for coring using diamond core drill bit.
					Joint density coring		1/sublot	Minimum 5" diameter, centered on joint.	
		E		ASTM D2726 or ASTM D6752	Bulk Specific Gravity of In-Place Samples	Cores from finished HMA	1/sublot for Mat and Joint		See 5.1.b(4) for correct test.
		E		ASTM D3203	Air Voids	Cores from finished HMA	1/sublot	2-5%	Based on Theoretical Maximum Specific Gravity
		E		Mat Density	Mat % Compaction = Mat Core Bulk Specific Gravity / Lab Specimen Bulk Specific Gravity		1/sublot	>96.3% and <101.3%	
		E		Joint Density	Joint % Compaction = Joint Core Bulk Specific Gravity / Lab Specimen Bulk Specific Gravity		1/sublot	>93.3%	
	403-6	E	In-Place HMA	Visual From Cores	Thickness	Cores from finished HMA	1/sublot	Single Sample Defiency 1/4" max avg thickness shall not be less than indicated lift thickness.	
		E		12' Straightedge	Smoothness	Transverse (perpendicular to CL)	50' intervals	<1/4" Variance	
		E		12' Straightedge	Smoothness	Paving Joints Between Lots	50' intervals (or less per Engineer)	Prior to production	
		E		12' Straightedge	Short Section (<200' lot length) Longitudinal Smoothness	Parallel to CL of paving and at center of paving lanes when widths < 20', or at the 1/3rd points when paving lane >20'.	Full length of short lot section	<1/4" Variance	Shall not be made through grade changes or cross slope transitions.
		E		Licensed and Stamped Survey	Grade	In-place finished HMA at 50' intervals longitudinally, and transversely at each grade brake but not less than 50'.	Every day during paving	Within 1/2" of design	Contractor to submit data to engineer the following day.
		E				During Production from Trucks either at plant or on site	Every Truck	Collect batch tickets	Write applicable information on batch tickets. Number and scan tickets.
P-602, Bituminous Prime Coat		E			Monitor application rate.	Site			RPR to monitor.
P-603, Bituminous Tack Coat		E			Monitor application rate.	Site			RPR to monitor.
	610-2.1.a	E	PCC	ASTM 1260	Reactivity	Source	1/ Project	Expansion of test specimens shall not exceed 0.08% at 14 days (16 days from casting)	

Table 3: QUALITY ASSURANCE (by Engineer)									
Specification	**Spec Section**	**Test By**	**Material**	**Test Procedure**	**Test Required**	**Sampling Locations**	**Minimum Test Frequency**	**Requirements**	**Notes**
P-610, Structural Portland Cement Concrete	610-2.2	E	PCC	ASTM C33	Gradation	Source	1/ Project	Must meet requirements of Coarse Aggregate Grading Requirements	
	610-2.2.1	E	PCC	ASTM C666	D-Cracking	Source	1/ Project	20 year service record for the same gradation supplied with no history of D-Cracking	
	610-2.3	E	Fine Aggregate	ASTM C33	Gradation	Source	1/ Project	Blending will be permitted to meet the gradation requirements for fine aggregate.	
	610-3.2	E	PCC	ASTM C39	Compressive Strength Cylinders		1 / structure	Develop compressive strength of 3500psi in 28 days.	
	610-3.2	E	PCC	ASTM C143	Slump Test		1 / structure	Not more than 4".	
	610-3.2	E	PCC	ASTM C231	Air Content		1 / structure	5% air ± 1%	
	610-3.20 and 3.21	E			Weather/ Ambient Temperature	Site	As needed throughout placement or as conditions change.	See spec.	
P-620, Runway And Taxiway Marking	620-3.5	E							Layout Tolerance
	620-3.5	E	Paint						Paint Appl. Rate
	620-3.5	E	Beads						Glass Bead Appli. Rate
	620-3.8	E							Retro-reflectance.
T-901, Seeding		E			None			RPR to collect seed bag tags to verify blend and rate.	
T-905, Topsoiling		E			None				
L-108, Underground Power Cables for Airport		E			Insulation resistance			RPR to observe QC test.	
L-110, Airport Underground Electrical Duct Banks and Conduits		E			None				
Other Submittals		E							Verify all delivered material is per Submittals and Specifications

City Council Meeting

Item Number: 11

Meeting Date: April 23, 2024

To: City Council / City Manager

From: Justine Ruff, Director

Subject:

MOTION AUTHORIZING THE EXECUTION OF A FOURTH AMENDMENT TO THAT CERTAIN NONEXCLUSIVE COMMERCIAL FIXED BASE OPERATOR LEASE AGREEMENT DATED MARCH 29, 2023, BETWEEN THE CITY OF MIDLAND, TEXAS, AND FRANKLIN MOUNTAIN AVIATION MAF, LLC (DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)

Purpose:

Motion authorizing the execution of the Fourth Amendment to Non-Exclusive Commercial Fixed Base Operator Lease Agreement between the City of Midland, Texas and Franklin Mountain Aviation MAF, LLC.

Recommended City Council Action:

Approve

Fiscal Impact:

To be determined

Strategic Priority:

(Transparent & Consistent Communication)

Discussion:

On March 29, 2023, the City of Midland entered into a Non-Exclusive Commercial Fixed Base Operator Lease Agreement with Franklin Mountain MAF, LLC for leased premises at MAF for the operation of a second Fixed Base Operator (FBO). The original agreement allowed for a

120-day due diligence period. The subsequent amendments extended the due diligence period allowing Franklin Mountain to address what was discovered. Amendment #4 makes some changes to the lease area square footage, acknowledges some easements and addresses title issues that Franklin Mountain discovered during due diligence.

City Manager's Office

FOURTH AMENDMENT TO NON-EXCLUSIVE COMMERCIAL FIXED BASE OPERATOR LEASE AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS AND FRANKLIN MOUNTAIN AVIATION MAF, LLC

This Fourth Amendment to Non-Exclusive Commercial Fixed Base Operator Lease Agreement ("**Fourth Amendment**") is made to be effective the April 29, 2024 (the **"Fourth Amendment Effective Date"**) between City of Midland, Texas, a home rule municipal corporation, (hereinafter **"City" or "Lessor"**) and Franklin Mountain Aviation MAF, LLC, a Texas limited liability company (hereinafter **"Lessee"**), and does hereby amend the Non-Exclusive Commercial Fixed Base Operator Lease Agreement with an "**Effective Date**") of March 29, 2023 (the **"Original Lease"**); which has been previously amended by First Amendment to Non-Exclusive Commercial Fixed Base Operator Lease Agreement between the City of Midland, Texas and Franklin Mountain Aviation MAF, LLC dated effective July 26, 2023 (the **"First Amendment"**); by Second Amendment to Non-Exclusive Commercial Fixed Base Operator Lease Agreement between the City of Midland, Texas, and Franklin Mountain Aviation MAF, LLC, dated effective November 23, 2023 (the **"Second Amendment"**); and by Third Amendment Non-Exclusive Commercial Fixed Base Operator Lease Agreement between the City of Midland, Texas, and Franklin Mountain Aviation MAF, LLC, dated effective January 24, 2024 (the **"Third Amendment"**).

RECITALS

A. The Original Lease, First Amendment, Second Amendment, Third Amendment, and any additional amendments are collectively the **"Lease"**.

B. Lessor and Lessee wish to amend the Lease as follows.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. **Amendment Sections.**

Section 1.01 is deleted and replaced with the following:

1.01 Leased Premises: City agrees to lease to Lessee approximately 11.6411 acres (507,085.83 square feet) of land containing certain City-owned buildings and improvements, including all fixtures, apparatus, and equipment situated therein, located at the Airport, and being more particularly described as on Exhibit A-1, attached hereto and incorporated herein and being: (a) a portion of Lot 2A, Block 11, Midland International Airport Industrial Park, an addition to the City of Midland, Midland County, Texas, according to the map or plat recorded in Cabinet F, Page 187, of the Plat Records of Midland County, Texas, and (b) a portion of Lot 3B, Block 11, Midland International Airport Industrial Park Addition Section 6, an addition to the City of Midland, Midland County, Texas, according to the map or plat recorded in Cabinet I, Page 94, of the Plat Records of Midland County, Texas; said buildings and improvements and land hereinafter being referred to collectively as the "**Leased Premises**." For the purposes of this Lease, the Leased Premises shall consist of the "**Improved Property**", the "**Unimproved Property**", the "**Ramp Property**", and the "**Fueling Property**", each as identified and described on the attached Exhibit A and collectively referred to as the "**Intended Uses**". The City and Lessee acknowledge and agree that the Improved Property consists of approximately 43,036 square feet, the Unimproved Property consists of approximately 119,177 square feet, the Ramp Property consists of approximately 312,478 square feet, and the Fueling Property consists of 42,210 square feet. Lessee acknowledges

and agrees that, consistent with the City's obligations to the FAA, Lessee's use of the Ramp Property improved in whole or in part with federal financial assistance as described on Exhibit B attached hereto (the "**Federally Aided Property**") shall be preferential but nonexclusive, and Lessee must reasonably accommodate other Airport users on the Federally Aided Property if requested by the City. Lessee and Lessee's customers shall have first priority for use of the Federally Aided Property, but shall not exclude third parties from, nor interfere with third party use of, the Federally Aided Property to the extent space is available and not then presently in use by Lessee or its customers. The City will use commercially reasonable efforts to notify Lessee in advance of any such third-party use. Lessee shall not be responsible to monitor, service, or otherwise attend to any such third parties unless requested by those users. Except to the extent caused in whole or in part by the negligence or intentional misconduct of Lessee, Lessee shall not be liable to the City for damages or claims occurring on the Federally Aided Property.

1.01. **The following new Section 1.01.1 is added to the Lease**:

1.01.1. Easements and License. City grants, conveys and established the following four "**Easements**" and two "**Licenses**" in, on and under the Drainage Parcel, Access Parcel, Access Road and Landscape Parcel, each defined below, for the use and benefit of Lessee:

a. Drainage Easement. The right and easement for Storm Water Drainage on, through, over and under the "**Drainage Parcel**" described on Exhibit A-2, along with the right and easement for use of existing Drainage Improvements and construction, installation, and maintenance of additional Drainage Improvements. ***"Storm Water Drainage"*** means both developed and undeveloped storm water run-off passing through the Leased Premises or produced from the Leased Premises, currently or in the future, and into and through the Drainage Improvements. ***"Drainage Improvements"*** means any improvements to accommodate or assist in the transfer, flow, retention or detention of Storm Water Drainage along with any related grading.

b. Access Easement. The right and easement for ingress and egress of vehicular, aeronautical and pedestrian traffic in and over: (i) the "**Access Parcel**" described on Exhibit A-3; and (ii) the "**Access Road"** described on Exhibit A-4; along with the right and easement for construction, installation, and maintenance of the Access Improvements within the Access Parcel and Access Road. ***"Access Improvements"*** means driveways, roadways, curbs, gutters, sidewalks, and entrances. "**Access Area**" means the Access Parcel and Access Road.

c. Landscape Easement. The right and easement for planting, replacing and maintaining Landscape Improvements in, over and under the "**Landscape Parcel**" described on Exhibit A-5. ***"Landscape Improvements"*** means any medians, landscape plantings, trees and shrubs, and planters, along with related water irrigation systems within the Landscape Parcel.

d. Utility Easement. The right and easement for the purpose of installation, operation, maintenance, repair, replacement, removal, and relocation of Utility Improvements within the Drainage Parcel, Access Parcel, Access Road and Landscape Parcel. ***"Utility Improvements"*** means water lines, sewer lines, sanitary sewer pipes, water, sewer and gas mains, electric power lines, telephone lines, cable lines, television lines, fiber optic lines and other lines and conduits and improvements to carry utilities, along with related facilities such as inlets, grates, meters, poles, anchors, valves, junction boxes and transformers.

e. Improvement Facilities License. The right and benefit of a temporary license providing for the installation, operation, maintenance, repair, replacement, removal and relocation of Drainage Improvements, Access Improvements, Landscape Improvements and Utility Improvements in, on and under the Drainage Parcel, Access Parcel, Access Road and Landscape Parcel and to perform grading and excavation work related thereto, except that Lessee must obtain prior written approval from the City (which shall not be unreasonably conditioned, withheld, or delayed) prior to performing any such work to Drainage Improvements, Access Improvements, or the Access Road owned by the City.

f. Staging and Construction License. The right and benefit of a temporary license providing for Lessee's use of the Drainage Parcel, Access Parcel and Landscape Parcel for temporary staging, material storage, construction trailers and parking of equipment during periods when construction is being performed on the Leased Premises, provided that the Staging and Construction License shall expire three (3) months after substantial completion of the Initial Improvements.

1.01.2. Nature of Easements and Licenses. The Easements and Licenses listed herein will run for the Lease Term except as otherwise specified. The Easement Area will continue to be used by the City for airport purposes; provided the same does not unreasonably interfere with the use and enjoyment of the Easements by Lessee. "**Easement Area**" means the Drainage Parcel, Access Parcel and Landscape Parcel.

1.01.3. Maintenance of Easement Area. City will maintain the Easement Area and existing improvements located within the Easement Area. Lessee will maintain the Drainage Improvements, Access Improvements, Landscape Improvements and Utility Improvements constructed by Lessee within the Easement Area.

1.10.4 No Barriers. Neither City nor Lessee shall construct or place walls, fences, obstacles or other barriers across the Access Area which would prevent the use or exercise of the Access Easement or the free ingress, egress and access of pedestrians and vehicular traffic over and across the Access Area; provided, however, curbs, landscaping and directional signage as may be necessary to guide and control the orderly flow of traffic may be installed. so long as the Access Area are not closed or blocked in a manner that would materially obstruct access use and passage by vehicles over the Access Area. The foregoing language prohibiting closures and barriers across the Access Area shall not apply to (i) temporary closures and/or barriers which may be reasonably necessary in connection with the construction, extension, maintenance, replacement and/or repair of the Access Area, provided that once such construction, extension, maintenance, replacement and/or repair is commenced, the same will be performed in a commercially reasonable manner to cause minimal disruption of operations by Lessee and will be diligently pursued to completion or (ii) any walls, fences, or other barriers that the City has determined, in its reasonable discretion, are necessary for the City to comply with federal security regulations.

1.01.5 Use of Easements and Licenses. The Easements and Licenses granted in Section 1.01.1 shall be for the sole benefit of the Lessee, provided, however, that Lessee may grant the benefit of the Access Easement to the other occupants of the Leased Premises for the duration of such occupancy, and to the customers, employees, agents and business invitees thereof; but same is not intended nor shall it be construed as creating any rights in

or for the benefit of the general public. The Easement Areas are granted for said use for the Lease Term, except as otherwise specified. Further, Lessee may grant the right to use the Easements to governmental or quasi-governmental authorities or to public utilities for service to the Easement Area and / or Leased Premises.

1.01.6 Documentation of Easements. During the Due Diligence Period, City will execute separate easement and license agreements to document the Easements and Licenses containing the terms as provided herein and otherwise in form and substance approved by City and Lessee; provided, the separate documentation of the Easements is not necessary to establishing the Easements.

1.01.07 Incorporation of Easement Area. The Parties agree that the Easement Area is not part of the Leased Premises, and Lessee shall only use the Easement Area for the purposes set forth in the Easements and Licenses and for no other purposes, even if such purposes are permitted on the Leased Premises. Notwithstanding the previous sentence and anything else in the Lease to the contrary, the term "Leased Premises" shall be read to include the Easement Area in the following Sections and Articles, and the Parties' rights and obligations shall apply to the Easement Area in the same manner as the Leased Premises:

a. Section 4.08 (Prohibited Uses);
b. Article 6 (Environmental Considerations), *except for* Section 6.02 (Environmental Baseline Investigation) and as modified by new Section 6.01 E. as to the Easement Area;
c. Sections 7.02, 7.03, 7.04, 7.05 (pertaining to construction);
d. Sections 8.04, 8.05, 8.06, 8.07, 8.08, 8.09, 8.10 and 8.11 (pertaining to Taking);
e. Sections 9.05, 9.06, 9.07, and 9.08 (pertaining to protection of the Airport);
f. Article 10 (Insurance), *except* for Section 10.C (pertaining to Aircraft Liability);
g. Article 11 (Indemnity);
h. Article 12 (Utilities);
i. Article 13 (Signs);
j. Article 16 (Default and Remedies);
k. Section 19.05 (Inspection by City); and
l. Section 19.18 (Non-Discrimination)

Section 1.05. **The following is added as a new Section 1.05**:

1.05 Conditions. This Lease is subject to the following "**Conditions**":

a. Plans. Approval of all plans for Initial Improvements required under Sections 7.01, 7.02, and 7.03 of the Lease (the **"Plans"**), including any removal of existing improvements ("**Removal Work**") as reflected by the plans submitted. Removal Work shall include, at Lessee's option, the removal and disposal (in the manner determined by Lessee) of the Removal Buildings described in Exhibit A-6, attached hereto ("**Removal Buildings**").

b. Permits. Lessee obtaining, after expiration of all applicable appeal periods, all permits, variances, special use permits, licenses, permissions, approvals or other authorizations (collectively called "**Permits**") necessary for the Removal Work, construction of the Initial Improvements and operation of a Commercial Fixed Base Operation, including, but not limited to any Permitted Aviation Activities and Services

under this Lease (the "**FBO Operations**"), built according to Lessee's plans and specifications along with access to Airport runway facilities.

c. **Evidence of Title**: Issuance of a TLTA Owner's Policy of Title Insurance (Form T-1) along with a Leasehold Owner's Policy Endorsement (Form T-4) or other policy type sufficient to meet the needs of Lessee from a title company acceptable to Lessee with a policy amount of not less than the estimated cost to be expended by Lessee for the Removal Work and Initial Improvements along with any additional amounts required by Lessee or by law or the title insurer, which policy will provide the Lessee as insured with extended coverage, insuring Lessee's leasehold interest in the Leased Premises and rights in the Easements and include the following endorsements (T-19.1; T-23; T-36.1 and T-25) and be subject only to the exceptions approved in writing by Lessee.

d. **Title Objections**. Lessee has received the Commitments for Title Insurance on TLTA form T-7 issued by Fidelity National Title Insurance Company through WestStar Title (**"Title Company"**) (a) issued March 29, 2023, effective March 17, 2023, and (b) issued August 24, 2023, effective March 17, 2023, under GF 211812-COM (collectively the "**Commitment**"). Based on the Commitment, Lessee delivered a Title and Survey Objection Letter dated August 22, 2023 (the "**Objection Letter**"). During the Due Diligence Period, Lessee agrees to take the following actions with respect to the Commitment and Objection Letter:

i. Warranty Deed from Clarence Scharbauer to the City of Midland recorded July 2, 1941 recorded in Volume 69, Page 574, Real Property Records of Midland County, Texas conveying Part of Sections 4, 5, 8 and 9, Block 40 T-2-S, containing 487.8 acres, more or less; to be used in connection with Midland Airport and U.S. Government as a twin engine school and bombardment training school, as part of the government defense program.

   a. Obtain a Surface Waiver for the Leased Premises and Easement Area with respect to the mineral rights reserved;

   b. Obtain an estoppel and / or waiver from Grantor under the above Deed as to the right of reversion.

ii. Warranty Deed dated March 22, 1947, recorded in Volume 96, Page 3, Real Property Records of Midland County, Texas, from Ruth Scharbauer et al as Grantor to The City of Midland as Grantee conveying a 5 separate Tracts described by metes and bounds; rents to be reserved to Grantor under Leases on property with the U.S. Government.

   a. Obtain a Surface Waiver for the Property with respect to the mineral rights reserved;

   b. Terminate Lease Contract W-359- ong – 3899, dated December 18, 1941, recorded, in Volume 72, Page 241, Deed Records of Midland County, Texas.

c. Terminate Lease Contract W-359- ong – 4214, dated March 24, 1942, recorded, in Volume 72, Page 459, Deed Records of Midland County, Texas.

iii. Lease dated November 29, 2005, recorded in Volume 2775, Page 30, Real Property Records of Midland County, Texas, between The United States of America Department of Transportation Federal Aviation Administration as Lessee and Scharbauer Brothers & Co., a Texas corporation as Lessor creating easement for use as a Radar and Surveillance site.

a. Terminate the above lease.

iv. Provide Tax certificate showing current status of Taxes, exceptions and exemptions.

v. Provide affidavits to the Title Company confirming that, to the best of City's knowledge, there are no unrecorded leases or mineral reservations affecting the Leased Premises or Easement Area.

vi. Release the Leased Premises and Easement Area from all blanket easements shown on the Plats including the Leased Premises and Easement Area; provided, however, that Lessee shall provide City with a metes and bounds description of the portion of the Leased Premises and Easement Area for which City shall retain an easement for ingress and egress for garbage and trash collection and the location and maintenance of trash containers.

vii. Release Designated Drill Site located within the Easement Area.

viii. Release Twenty (20) foot x Twenty (20) foot Water Well Easement on any portion of the Leased Premises or Easement Area.

ix. Release all blanket easements affecting the Leased Premises or Easement Area or obtain a stipulation as to location of any blanket easements and a waiver of any surface rights by the current holders of any of the easements. Note: If location of easement when stipulated impacts the use and development of the Leased Premises or Easement Area, obtain a release from the holder as to the portion impacting the Leased Premises or Easement Area.

x. Deed of Water Rights and Easement to the City of Midland, recorded in Volume 93, Page 444, Deed Records, Midland County, Texas from Ruth Scharbauer, et al to The City of Midland, with the exclusive right, privilege and authority to investigate, explore, prospect, drill, develop and operate the land for the production of water and to construct and maintain dams, reservoirs, tanks, roads, pump stations, power stations, fences around the facilities for producing, storing, conserving, and handling water, and to lay, construct and maintain, inspect, erect, operate and remove such pipe lines for handling and transporting said water and the accompanying telephone, telegraph and electric power lines under, upon, over and across

the land with ingress and egress. Reservation to Scharbauer of right to use water from any wells for livestock purposes.

i. Obtain a waiver of Surface Rights applicable to the Leased Premises or Easement Area.

xi. Drill sites retained in Deed from Clarence Scharbauer, Jr. et al to the City of Midland, recorded in Volume 377, Page 59 Official Records of Midland County, Texas between Clarence Scharbauer, Jr. et al and the City of Midland, in reference to Scharbauer owning the mineral interests and the City owning the surface rights to the land; Scharbauer is allowing City to have access to drilling sites and to retain drilling sites on a different portion of the land; Amended in Volume 696, Page 804, Deed Records of Midland County, Texas, between Clarence Scharbauer Jr. et al and the City of Midland, wherein they are substituting a "Tract B"; Amendment to Drill Site Agreement recorded in Volume 2471, Page 377, Official Records of Midland County, Texas between Clarence Scharbauer, Jr. et al and the City of Midland, wherein "Tract C" is deleted from the total agreement.

i. Obtain a release of any Drill Sites located on the Leased Premises or Easement Area.

xii. Terms, conditions and provisions contained in Surface Use Agreement, by and between the City of Midland, and HEP Fin-Tex/Trust River, LP, as referred to in Memorandum of Surface Use Agreement, dated April 29, 2020, recorded under Clerk's File No. 2020-12511, Official Records of Midland County, Texas between the City of Midland, Texas and HEP FIN-TEX/Trust River, L.P. in reference to a Surface Use Agreement dated April 29, 2020 between the parties for which it provides the terms that HEP may drill and/or maintain monitoring wells, recovery wells, air sparge wells, and other remediation wells and maintain and install the Associated Facilities for purposes of tracking a spill of gasoline and diesel fuel from HEP pipeline.

i. Obtain a waiver of any Surface Rights applicable to the Leased Premises or Easement Area.

e. Access: Lessee obtaining access to public thoroughfare(s) adequate, in Lessee's sole opinion, for Lessee's intended use of the Leased Premises. If Lessee determines that the access to public thoroughfare(s) is not adequate, Lessee may, at Lessee's option, terminate this Lease and declare this Lease to be null and void and of no further force and effect.

f. Extraordinary Costs: Lessee confirming that Lessee's total costs and expenses for the Removal Work, remediation work, impact fees, permits and approvals, site work, and design, permitting and construction of Lessee's improvements in accordance with the Plans does not exceed $16,903,240.00.

g. CAF. The agreement with the Commemorative Air Force (the "**CAF**") is amended to clearly define the CAF Premises by metes and bounds and confirmation that the CAF Premises is not included in the Leased Premises, Option Premises or Easement Area.

Once amended, Exhibit D to this Lease will be replaced with the metes and bounds description of the CAF Premises.

Section 1.06 **Satisfaction of Conditions.** In the event that Lessee has commenced construction of its building and improvements on the Leased Premises, said commencement being defined as the pouring of Lessee's footings for Lessee's proposed buildings within the Leased Premises, Lessee shall be deemed to have waived its right to terminate this Lease solely for the Conditions, and the Conditions shall be deemed satisfied as of the date of such commencement of construction. Lessee may terminate this Lease at any time prior to (i) satisfaction of the Conditions by written waiver of the Conditions delivered to City or (ii) deemed satisfaction of the Conditions. If, within twelve (12) months from the Fourth Amendment Effective, Lessee fails to (i) deliver written notice of waiver or satisfaction of the Conditions, (ii) deliver written notice of termination, or (iii) commence construction, the City shall have the right but not the obligation to terminate this Lease upon ninety (90) days' written notice to Lessee ("**City Conditions Termination**"). The City Conditions Termination shall not become effective if, within such ninety (90) day period, (i) the Conditions are deemed satisfied as set forth herein, or (ii) Lessee delivers written notice of waiver or satisfaction of the Conditions.

Section 2.01. **The first sentence of Section 2.01 is deleted and replaced with the following:**

The "**Original Term**" of this Lease shall commence at 12:01 a.m. on the day following the later of: (a) expiration of the Due Diligence Period; or (b) satisfaction of the Conditions precedent below, (the "**Commencement Date**"), and continue until 11:59 p.m. on the date that is twenty (20) Lease Years after the Commencement Date (the "**Expiration Date**") unless the Lease Term is extended pursuant to Section 2.02 or is earlier terminated as provided in this Lease, in which case, the last day of the Renewal Term or earlier termination term shall be the Expiration Date.

Section 3.01. **Section 3.01 is deleted in its entirety and replaced with the following:**

3.01 Base Annual Rent: Beginning on the Rent Commencement Date and thereafter during the Lease Term, Lessee shall pay to City an amount of Fifteen Cents ($0.15) per square foot for the 43,036 square feet of the Improved Property and Three Cents ($0.03) per square foot for an initial 119,177 square feet of the Unimproved Property and 42,210 square feet of the Fueling Property totaling $11,297.01 Dollars (**"Base Annual Rent"**) for each Lease Year and each twelve (12) calendar month period during any holdover tenancy permitted by City after the Expiration Date at the times and in the manner set forth in Section 3.02 subject to the adjustments set forth in Sections 3.03 and 3.07. The "**Rent Commencement Date**" shall be the earlier of (i) the first day of the month following the Date of Beneficial Occupancy of the Leased Premises; or (ii) twenty-four (24) months from the Commencement Date, whichever is sooner. For the purposes of Section 3.01, the "**Date of Beneficial Occupancy**" means the date when Lessee opens any portion of its business on the Leased Premises to the public.

Section 6.01. **The following is added as a new Section 6.01 E.**

E. Notwithstanding anything in the Lease to the contrary, as to the Easement Area, Lessee will only be responsible for Lessee Caused Environmental Condition on the Easement Area. "Lessee Caused Environmental Condition on the Easement

Area" means the presence in soil, rock, bedrock, sediment, surface water, groundwater, drinking water, or other environmental media (including soil vapors or gases) on, under, in, or around the Easement Area of any Hazardous Materials or any substance, material, or matter regulated under Environmental Laws or any substance, material, or matter for which liability or standards of conduct may be imposed under applicable laws, and the presence of which Lessor demonstrates were introduced by Lessee after the Commencement Date.

Exhibits:

Exhibit A to the Lease is deleted and replaced with Exhibit A attached to this Fourth Amendment.

Exhibits A-1 through Exhibits A-6 are added to the Lease and incorporated in the Lease by reference.

Exhibit F to the Lease is deleted and replaced with Exhibit F attached to this Fourth Amendment.

2. **Other Time Periods.** All other time periods contained in the Lease which are tied to or related to the Due Diligence Period will be calculated based upon the new Due Diligence Period referenced in this Fourth Amendment.

3. **Recitals**. The recitals set forth above are not mere recitals of fact but are incorporated into this Fourth Amendment by reference, except in the event of a conflict between the incorporated recitals and the numbered sections of this Fourth Amendment.

4. **Successors and Assigns**. The terms of this Fourth Amendment will be binding upon and inure to the benefit of the successors and assigns of Lessor and Lessee.

5**. Capitalized Terms.** All initial capitalized terms used in this Fourth Amendment are intended to have the same meaning as such initial capitalized terms used in the Lease and vice versa.

6**. Remainder of Lease Unaffected.** Except as expressly amended hereby, the remainder of the Lease shall be unaffected, and the obligations and rights of the Lessor and Lessee under the Lease will remain as provided therein.

7. **Approval and Ratification by City**. This Fourth Amendment will be subject to any required approval and / or ratification by the City, to give effect to this Fourth Amendment ("**City Approval**"). Execution of this Fourth Amendment by Lessee, with or without the joinder of the City and without receiving any City Approval is delivery of the Due Diligence Termination Notice by Lessee as of April 30, 2024; subject to receiving any required City Approval giving effect to this Fourth Amendment. If the City executes this Fourth Amendment and obtains any City Approval within thirty (30) days after the Fourth Amendment Effective Date, the Due Diligence Termination Notice will be deemed retroactively withdrawn by Lessee without further action from Lessee. Once the City receives City Approval, City will notify Lessee in writing.

8. **ESIGN.** This Fourth Amendment may be executed in counterparts, and it is not necessary that signatures of each party appear on the same counterpart, but such counterparts together will constitute a single binding agreement by and between the parties. Counterparts may be executed by hand or by any

electronic signature complying the U.S. federal ESIGN Act of 2000, as amended (the "***ESIGN Act***"). Executed counterparts may be delivered via facsimile, electronic mail or other similar transmission method, and any executed counterpart so delivered shall be valid and effective for all purposes. No party shall raise the use of any electronic signature that complies with the ESIGN Act (including www.docusign.com), or the use of a facsimile machine, electronic mail or other similar transmission method as a means to deliver a signature to this Fourth Amendment or any amendment hereto as a defense to the formation or enforceability of a contract and each party forever waives any such defense.

[Signature pages follow]

IN WITNESS WHEREOF, Lessor and Lessee have signed this Fourth Amendment to be effective as of the day and year first above written.

LESSEE**:**

THE CITY OF MIDLAND, TEXAS

By: _____
Lori Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

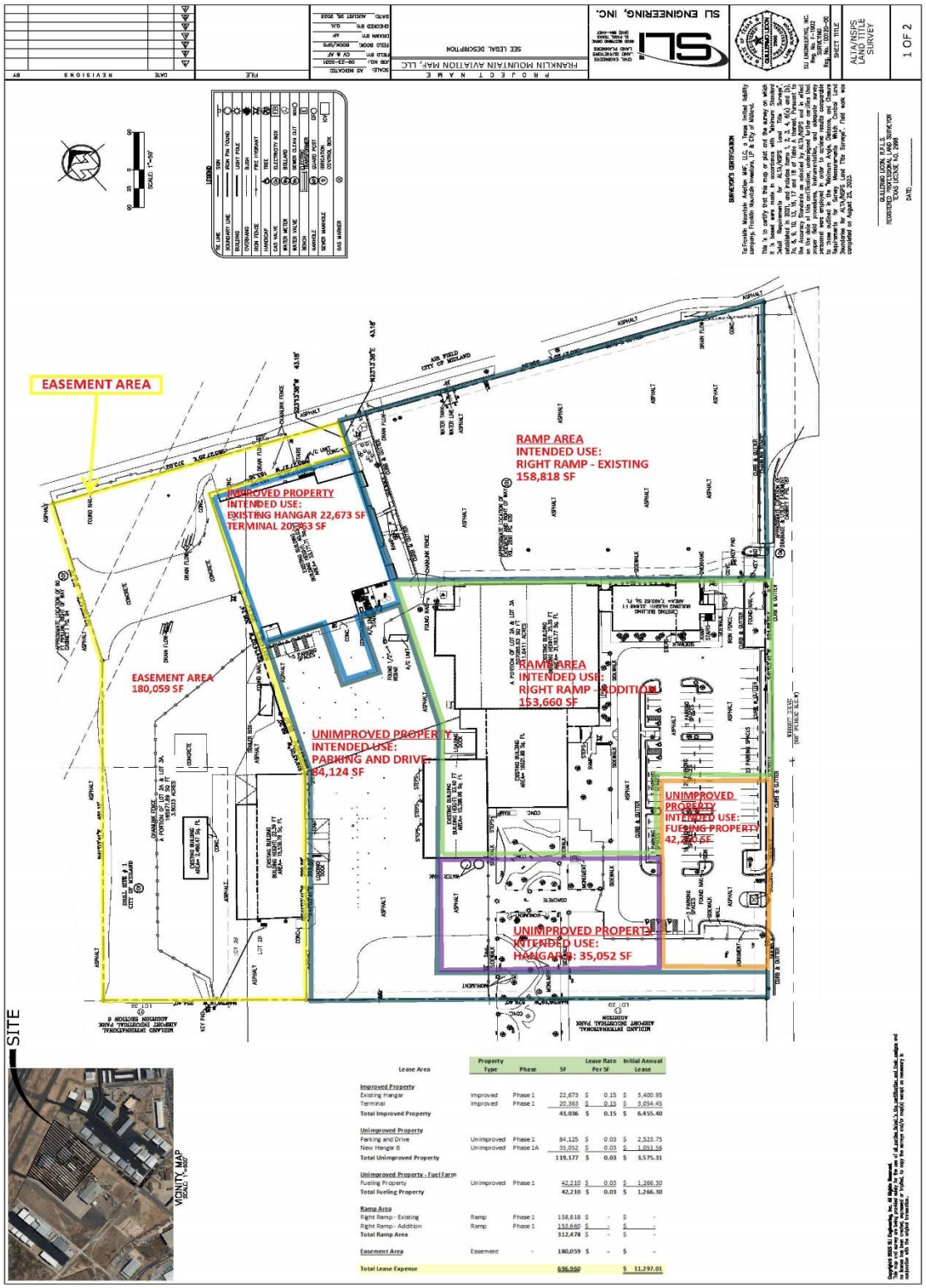
[Lessee signature on following page]

LESSEE:

FRANKLIN MOUNTAIN AVIATION MAF, LLC,
a Texas limited liability company

By: _____
William Kell, Chief Operating Officer

EXHIBIT A
Improved Property



Lease Area	Property Type	Phase	SF	Lease Rate Per SF	Initial Annual Lease
Improved Property					
Existing Hangar	Improved	Phase 1	22,673	$ 0.15	$ 3,400.95
Terminal	Improved	Phase 1	20,363	$ 0.15	$ 3,054.45
Total Improved Property			43,036	$ 0.15	$ 6,455.40
Unimproved Property					
Parking and Drive	Unimproved	Phase 1	84,125	$ 0.03	$ 2,523.75
New Hangar B	Unimproved	Phase 1A	35,052	$ 0.03	$ 1,051.56
Total Unimproved Property			119,177	$ 0.03	$ 3,575.31
Unimproved Property - Fuel Farm					
Fueling Property	Unimproved	Phase 1	42,210	$ 0.03	$ 1,266.30
Total Fueling Property			42,210	$ 0.03	$ 1,266.30
Ramp Area					
Right Ramp - Existing	Ramp	Phase 1	158,818	$ -	$ -
Right Ramp - Addition	Ramp	Phase 1	153,660	$ -	$ -
Total Ramp Area			312,478	$ -	$ -
Easement Area	Easement	-	180,059	$ -	$ -
Total Lease Expense			636,960		$ 11,297.01

EXHIBIT A-1
Legal Description of Leased Premises

METES AND BOUNDS
MIDLAND AIRPORT
LEASED PREMISES

PARCEL 1: Leasehold estate created by that certain Lease between the City of Midland (Lessor) and Franklin Mountain Aviation MAF, LLC (Lessee) as evidenced by Memorandum of Lease dated ____, 2023, filed ____, 2023, under Volume __, Page ____, Deed Records of Midland County, Texas, covering 11.6411 acres of land containing certain buildings and improvements, including all fixtures, apparatus, and equipment situated therein, located at the Airport, and being more particularly described as a portion of Lot 2A, Block 11, Midland International Airport Industrial Park, an addition to the City of Midland, Midland County, Texas, according to the map or plat recorded in Cabinet F, Page 187, of the Plat Records of Midland County, Texas.

PARCEL 2:
A portion Lot 3B, Block 11, Midland International Airport Industrial Park Addition, Section 6, an addition to the Cityof Midland, Midland County, Texas, according to the map or plat recorded in Cabinet I, Page 94, of the Plat Records of Midland County, Texas.

said point also being the "TRUE POINT OF BEGINNING" of this metes and bounds description.

THENCE, North 48°56'19" West, a distance of 576.40 feet to a point;

THENCE, North 41°03'41" East, a distance of 299.68 feet to a point;

THENCE, North 19°43'01" East, a distance of 86.20 feet to a point;

THENCE, North 24°14'02" East, a distance of 306.24 feet to a point;

THENCE, South 65°27'27" East, a distance of 183.35 feet to a point;

THENCE, North 23°13'38" East, a distance of 43.18 feet to a point;

THENCE, South 65°27'25" East, a distance of 556.86 feet to a point;

THENCE, South 41°03'41" West, a distance of 924.66 feet to the "TRUE POINT OF BEGINNING" of this property description.

Said parcel of land containing 507,085.83 Sq. Ft. (11.6411 Acres) of land, more or less.

EXHIBIT A-2
Legal Description of Drainage Parcel

Easement Estate in and to a portion of Lot 3B, Block 11, Midland International Airport Industrial Park Addition, Section 6, an addition to the City of Midland, Midland County, Texas, according to the map or plat recorded in Cabinet I, Page 94, of the Plat Records of Midland County, Texas.

said point also being the "TRUE POINT OF BEGINNING" of this metes and bounds description.

THENCE, North 48°56'19" West, a distance of 254.40 feet to a point;

THENCE, North 41°03'41" East, a distance of 451.12 feet to a point;

THENCE, North 24°52'47" East, a distance of 217.79 feet to a point;

THENCE, South 65°27'25" East, a distance of 373.02 feet to a point;

THENCE, South 23°13'38" West, a distance of 43.18 feet to a point;

THENCE, North 65°27'27" West, a distance of 183.35 feet to a point;

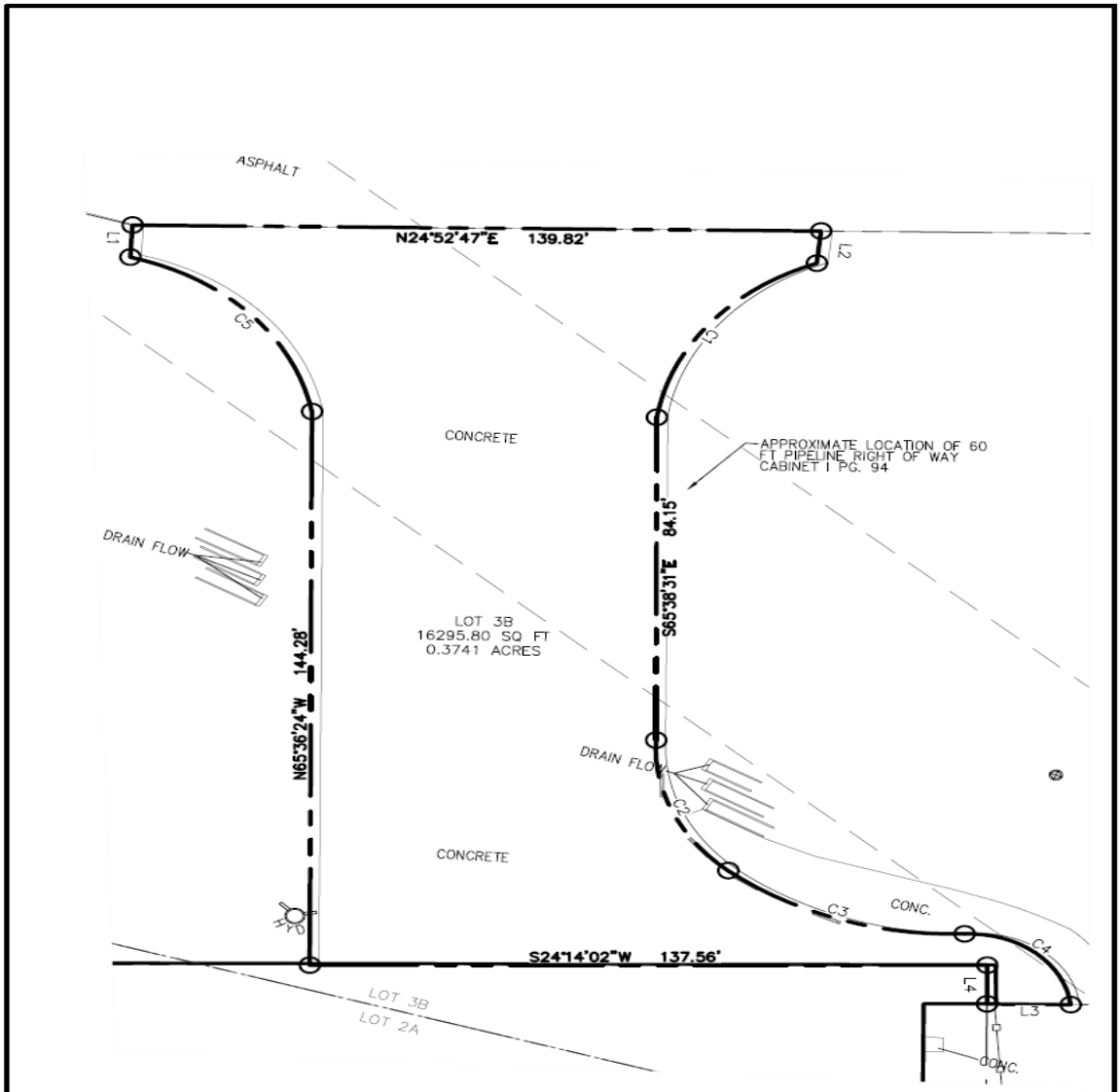
THENCE, South 24°14'02" West, a distance of 306.24 feet to a point;

THENCE, South 19°43'01" West, a distance of 86.20 feet to a point;

THENCE, South 41°03'41" West, a distance of 299.68 feet to the "TRUE POINT OF BEGINNING" of this property description.

Said parcel of land containing 165,671.89 Sq. Ft. (3.8033 Acres) of land, more or less.

EXHIBIT A-3
Access Parcel



SLI ENGINEERING, INC. Reg. No. F-1902
SURVEYING Reg. No. 100120-00

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

DATE: _____

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PLAT OF SURVEY RAMP EASEMENT

SLI
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6500 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584-4457

SLI ENGINEERING, INC.

JOB #: 06-23-5031 DR. BY: AP
SCALE: 1"=30' F.B. #:
DATE: 10/05/2023 DWG.: F:\PROJECTS\XXXXXX\XXXXXXXXX

A PORTION OF LOT3B, BLOCK 11, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK ADDITION, SECTION 6, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

PAGE 1 OF 3

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	50.75'	54.18'	29.99'	51.64'	S26°46'54"E	61°09'50"
C2	42.03'	38.34'	20.62'	37.02'	S89°05'26"E	52°15'53"
C3	71.50'	51.86'	27.13'	50.73'	N43°10'17"E	41°33'20"
C4	20.72'	31.29'	19.50'	28.40'	N64°47'52"E	86°32'26"
C5	50.71'	57.64'	32.38'	54.58'	S71°42'39"W	65°07'18"

LINE TABLE		
LINE	LENGTH	BEARING
L1	8.390	S62°31'20.30"E
L2	8.458	S60°07'04.20"E
L3	17.001	S25°00'18.43"W
L4	10.066	N65°27'26.54"W

LEGEND

TIE LINE		SIGN	
BOUNDARY LINE		IRON PIN FOUND	
BUILDING		LIGHT POLE	
OVERHANG		BUSH	
IRON FENCE		FIRE HYDRANT	
HANDICAP		TREE	
GAS VALVE	GV	ELECTRICITY BOX	EB
WATER METER	WM	BOLLARD	
WATER VALVE	WV	SEWER CLEAN OUT	SCO
BENCH		ELECTRIC TRANSFORMER	E
MANHOLE	MH	GUARD POST	GP
SEWER MANHOLE	S	IRRIGATION CONTROL BOX	ICV
GAS MARKER			

NOTES:

1. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT OF SURVEY.
2. SET ⅝" IRON WITH SLI CAP STAMPED TX2998 ON ALL PROPERTY CORNERS UNLESS OTHERWISE INDICATED.
3. DEED REFERENCE INSTRUMENT No. N/A
4. THIS PLAT OF SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

BASIS OF BEARING:

THE BEARINGS SHOWN HEREON ARE BASED ON THE MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK ADDITION, SECTION 6, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

VERTICAL AND HORIZONTAL DATUM:

VERTICAL AND HORIZONTAL DATUM IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (NAVD88).

STATE OF TEXAS REGISTERED GUILLERMO LICON 2998 PROFESSIONAL LAND SURVEYOR

SLI ENGINEERING, INC. Reg. No. F-1902
SURVEYING Reg. No. 100120-00

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

DATE: _____

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PLAT OF SURVEY RAMP EASEMENT

SLI ENGINEERING, INC.

JOB #: 06-23-5031 DR. BY: AP

SCALE: 1"=30' F.B. #: _____

DATE: 10/05/2023 DWG.: F:\PROJECTS\XXXXXX\XXXXXXXXX

A PORTION OF LOT 3B, BLOCK 11, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK ADDITION, SECTION 6, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

METES AND BOUNDS
RAMP EASEMENT

A portion of Lot 3B, Block 11, Midland International Airport Industrial Park Addition, Section 6, an addition to the City of Midland, Midland County, Texas, according to the map or plat recorded in Cabinet 1, Page 94, of the Plat Records of Midland County, Texas.

said point also being the "TRUE POINT OF BEGINNING" of this metes and bounds description.

THENCE, North 24°52'47" East, a distance of 139.82 feet to a point;

THENCE, South 60°07'04" East, a distance of 8.46 feet to a point for a curve;

THENCE, 54.18 feet along the arc of a curve to left, having a radius 50.75 feet, a central of 61°09'50" and a chord which bears South 26°46'54" East, a distance of 51.64 feet to a point;

THENCE, South 65°38'31" East, a distance of 84.15 feet to a point for a curve;

THENCE, 38.34 feet along the arc of a curve to left, having a radius 42.03 feet, a central of 52°15'53" and a chord which bears South 89°05'26" East, a distance of 37.02 feet to a point for a curve;

THENCE, 51.86 feet along the arc of a curve to left, having a radius 71.50 feet, a central of 41°33'20" and a chord which bears North 43°10'17" East, a distance of 50.73 feet to a point for a curve;

THENCE, 31.29 feet along the arc of a curve to right, having a radius 20.72 feet, a central of 86°32'26" and a chord which bears North 64°47'52" East, a distance of 28.40 feet to a point;

THENCE, South 25°00'18" West, a distance of 17.00 feet to a point;

THENCE, North 65°27'27" West, a distance of 10.06 feet to a point;

THENCE, South 24°14'02" West, a distance of 137.56 feet to a point;

THENCE, North 65°36'24" West, a distance of 144.28 feet to a point for a curve;

THENCE, 57.64 feet along the arc of a curve to left, having a radius 50.71 feet, a central of 65°07'18" and a chord which bears South 71°42'39" West, a distance of 54.58 feet to a point;

THENCE, South 62°31'20" East, a distance of 8.39 feet to the "TRUE POINT OF BEGINNING" of this property description.

Said parcel of land containing 16,295.80 Sq. Ft. (0.3741 Acres) of land, more or less.

STATE OF TEXAS
REGISTERED
GUILLERMO LICON
2998
PROFESSIONAL
LAND SURVEYOR

SLI ENGINEERING, INC. Reg. No. F-1902
SURVEYING Reg. No. 100120-00

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

DATE: _____

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PLAT OF SURVEY RAMP EASEMENT

CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6500 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584-1457

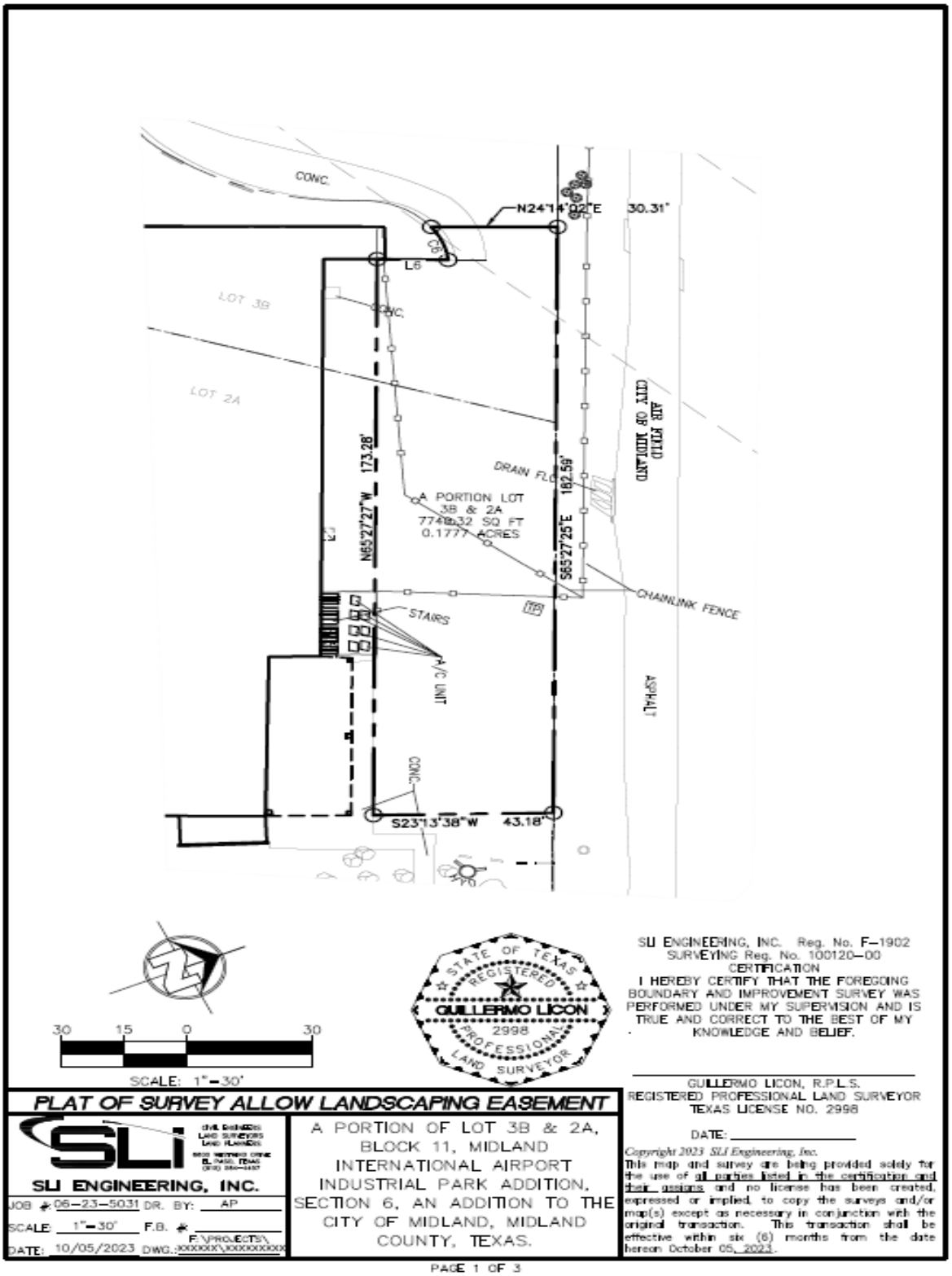
SLI ENGINEERING, INC.

A PORTION OF LOT3B, BLOCK 11, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK ADDITION, SECTION 6, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

JOB # 06-23-5031 DR. BY: AP
SCALE: 1"=30' F.B. #: _____
DATE: 10/05/2023 DWG.: F:\PROJECTS\XXXXXX\XXXXXXXX

EXHIBIT A-4
Access Road

EXHIBIT A-5
Landscape Parcel



PAGE 1 OF 3

LINE TABLE		
LINE	LENGTH	BEARING
L6	17.001	S25°00'18.43"W

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C6	20.72'	11.22'	5.75'	11.08'	N87°26'32"W	31°01'15"

LEGEND

TIE LINE		SIGN	
BOUNDARY LINE		IRON PIN FOUND	
BUILDING		LIGHT POLE	
OVERHANG		BUSH	
IRON FENCE		FIRE HYDRANT	
HANDICAP		TREE	
GAS VALVE	GV	ELECTRICITY BOX	EB
WATER METER	WM	BOLLARD	
WATER VALVE	WV	SEWER CLEAN OUT	SCO
BENCH		ELECTRIC TRANSFORMER	E
MANHOLE	MH	GUARD POST	GP
SEWER MANHOLE	S	IRRIGATION CONTROL BOX	ICV
GAS MARKER			

NOTES:

1. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT OF SURVEY.
2. SET ½" IRON WITH SLI CAP STAMPED TX2998 ON ALL PROPERTY CORNERS UNLESS OTHERWISE INDICATED.
3. DEED REFERENCE INSTRUMENT No. N/A
4. THIS PLAT OF SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

BASIS OF BEARING:

THE BEARINGS SHOWN HEREON ARE BASED ON THE MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK ADDITION, SECTION 6, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

VERTICAL AND HORIZONTAL DATUM:

VERTICAL AND HORIZONTAL DATUM IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (NAVD88).

STATE OF TEXAS
REGISTERED
GUILLERMO LICON
2998
PROFESSIONAL
LAND SURVEYOR

SLI ENGINEERING, INC. Reg. No. F-1902
SURVEYING Reg. No. 100120-00
CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

DATE: _____

PLAT OF SURVEY ALLOW LANDSCAPING EASEMENT

SLI ENGINEERING, INC.
CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS
6500 WESTWIND DRIVE EL PASO, TEXAS (915) 566-1457

JOB #: 06-23-5031 DR. BY: AP
SCALE: 1"=30' F.B. #: _____
DATE: 10/05/2023 DWG.: F:\PROJECTS\XXXXXX\XXXXXXXXX

A PORTION OF LOT 3B & 2A, BLOCK 11, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK ADDITION, SECTION 6, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

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METES AND BOUNDS
ALLOW LANDSCAPE EASEMENT

A portion of Lot 3B & 2A, Block 11, Midland International Airport Industrial Park Addition, Section 6, an addition to the City of Midland, Midland County, Texas, according to the map or plat recorded in Cabinet 1, Page 94, of the Plat Records of Midland County, Texas.

said point also being the "TRUE POINT OF BEGINNING" of this metes and bounds description.

THENCE, North 24°14'02" East, a distance of 30.31 feet to a point;

THENCE, South 65°27'25" East, a distance of 182.59 feet to a point;

THENCE, South 23°13'38" West, a distance of 43.18 feet to a point;

THENCE, North 65°27'27" West, a distance of 173.28 feet to a point;

THENCE, South 25°00'18" West, a distance of 17.00 feet to a point for a curve;

THENCE, 11.22 feet along the arc of a curve to left, having a radius 20.72 feet, a central of 31°01'15" and a chord which bears North 87°26'32" West, a distance of 11.08 feet to the "TRUE POINT OF BEGINNING" of this property description.

Said parcel of land containing 7740.32 Sq. Ft. (0.1777 Acres) of land, more or less.

STATE OF TEXAS
REGISTERED
GUILLERMO LICON
2998
PROFESSIONAL
LAND SURVEYOR

SLI ENGINEERING, INC. Reg. No. F-1902
SURVEYING Reg. No. 100120-00
CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

DATE: _____

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PLAT OF SURVEY ALLOW LANDSCAPING EASEMENT

SLI ENGINEERING, INC.

JOB #: 06-23-5031 DR. BY: AP
SCALE: 1"=30' F.B. #: _____
DATE: 10/05/2023 DWG.: F:\PROJECTS\...

A PORTION OF LOT 3B & 2A, BLOCK 11, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK ADDITION, SECTION 6, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

EXHIBIT A-6
Removal Buildings

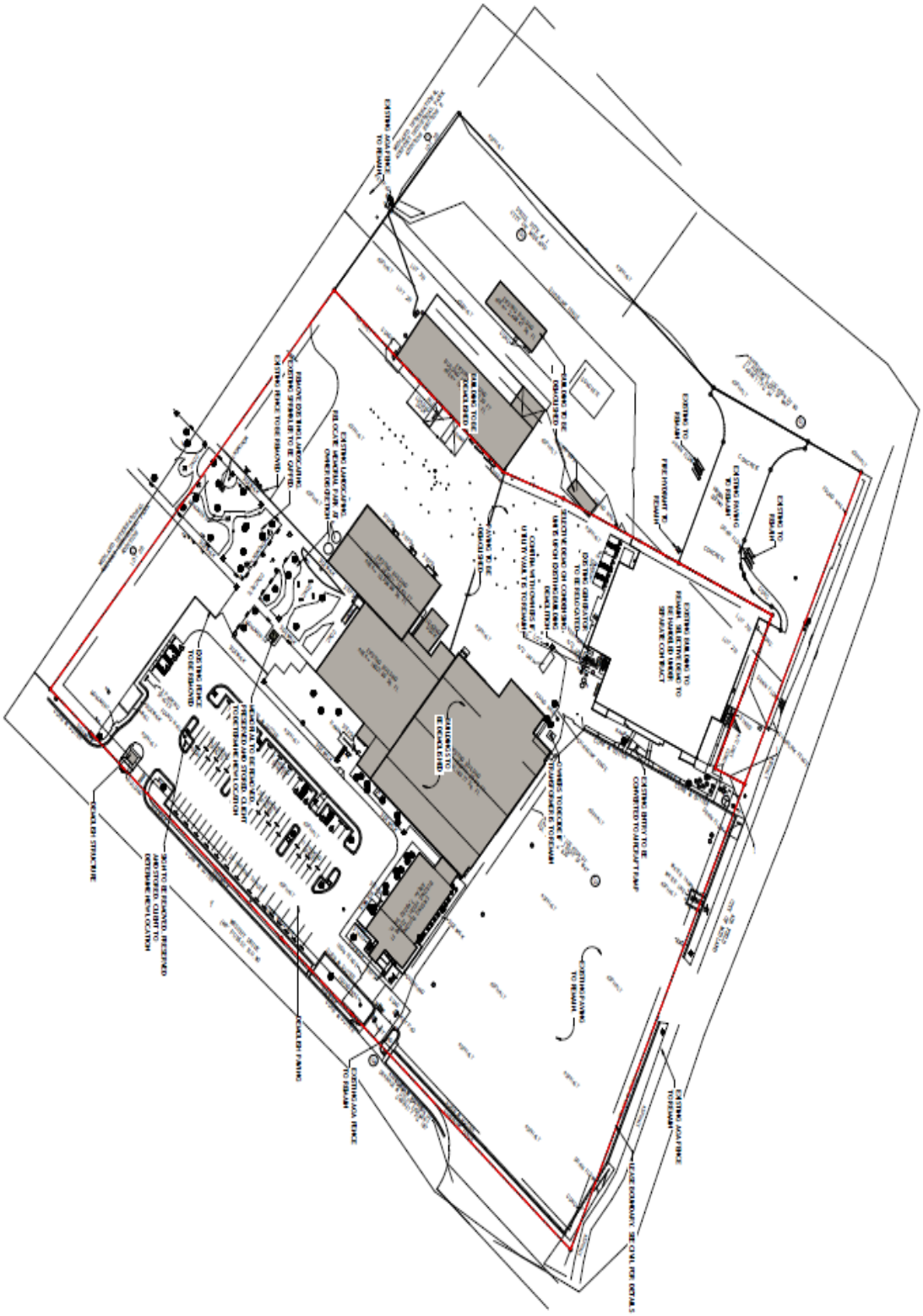
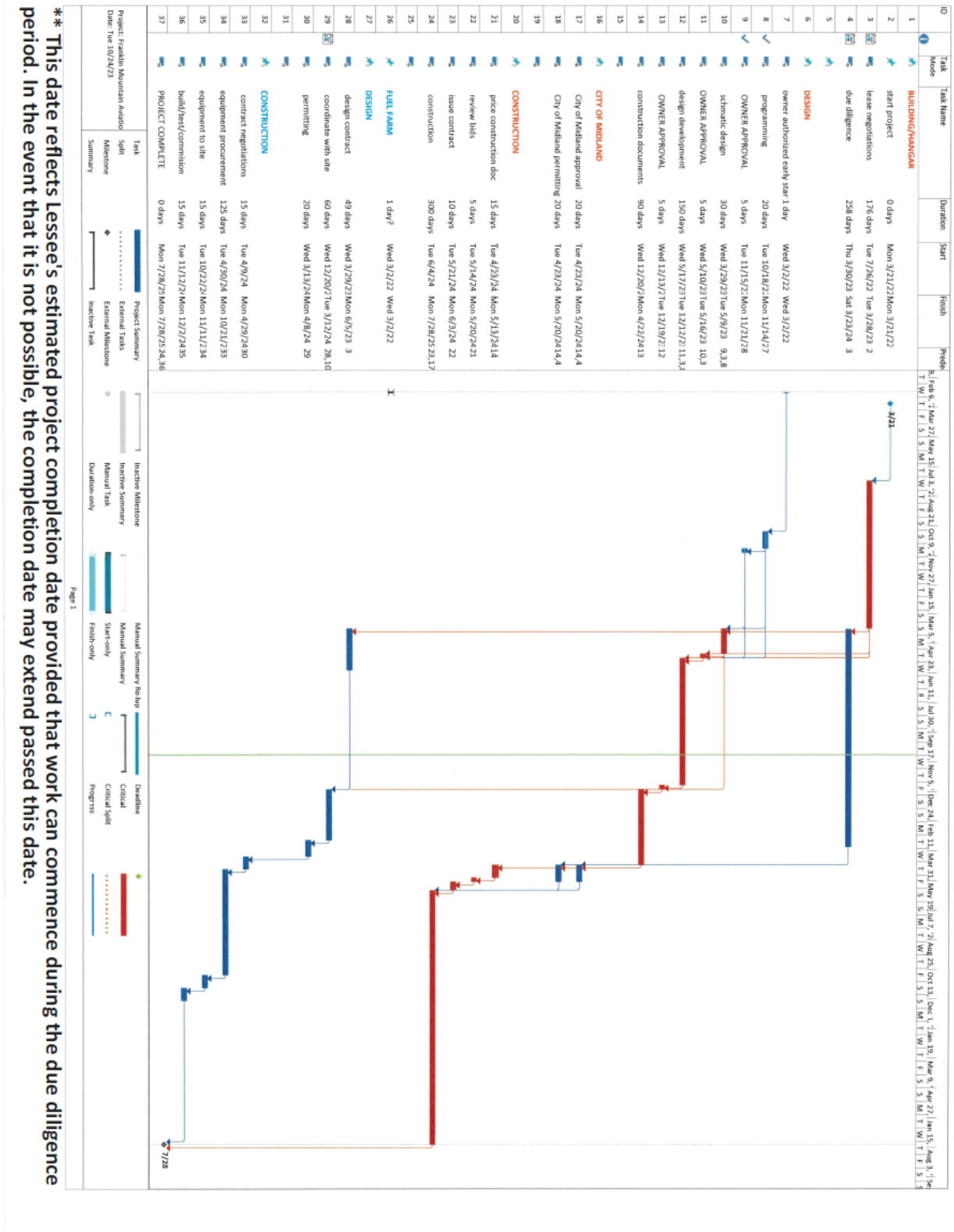


EXHIBIT F
Schedule of Construction



**** This date reflects Lessee's estimated project completion date provided that work can commence during the due diligence period. In the event that it is not possible, the completion date may extend passed this date.**

City Council Meeting

Item Number: 12

Meeting Date: April 23, 2024

To: City Council / City Manager

From: Sara Harris,

Subject: MOTION APPROVING A PROMOTIONAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND HIGHER ORBITS, INC., TO ADVERTISE AND PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES (DISTRICT: NONE) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

The Board of Directors of the Midland Development Corporation approved at their regular meeting on April 8, 2024 a resolution authorizing the execution of a promotional agreement with Higher Orbits, Inc., to advertise and publicize the City of Midland for the purpose of developing new and expanded business enterprises.

Recommended City Council Action:

Approve

Fiscal Impact:

$60,000.00

Strategic Priority:

(Strong Economy with More Quality Jobs)

Discussion:

Provides for aerospace STEM events for MISD students during the 2024-2025 school year, with the MDC providing funds for half of the program costs, and the balance coming from the MISD Education Foundation and other local donors. This is the third year of partnership with

Higher Orbits for this program, and has become a key component of aerospace and STEM workforce training in Midland's primary education system.

City Manager’s Office

City Council Meeting

Item Number: 13

Meeting Date: April 23, 2024

To: City Council / City Manager

From: Sara Harris,

Subject: MOTION APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS, AND THE MIDLAND DEVELOPMENT CORPORATION FOR THE CONSTRUCTION, INSTALLATION, REMOVAL, AND REPLACEMENT OF CERTAIN PROPOSED AND EXISTING STORM DRAIN AND PAVING INFRASTRUCTURE IMPROVEMENTS LOCATED ON AND ADJACENT TO STATE HIGHWAY 158 (DISTRICT 4) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

The Board of Directors of the Midland Development Corporation approved at their regular meeting on April 8, 2024 a resolution authorizing the execution of an economic development agreement with the City of Midland providing for the construction, installation, removal, and replacement of certain proposed and existing storm drain and paving infrastructure improvements located on and adjacent to State Highway 158; and authorizing payment therefor.

Recommended City Council Action:

Approve

Fiscal Impact:

$4,100,000.00

Strategic Priority:

(Strong Economy with More Quality Jobs)

Discussion:

Construction funds for corridor improvements to SH 158 between SH 191 to Sinclair Avenue and the intersection of SH 158 at Sinclair Avenue. The improvements to the intersection will accommodate the future extension of Sinclair Avenue to the west of SH 158 as a backage road that will allow for development west of SH 158 incentivizing economic development in this region of Midland. This intersection project is the first phase of four phases planned for the SH 158 corridor. TxDOT will fund the future construction phases which will total approximately $19M. Funding amount not to exceed $4.1M payable in two installments over 12 months. MDC will reimburse actual costs.

Morris Williams Jr.

City Manager's Office

City Council Meeting

Item Number: 14

Meeting Date: April 23, 2024

To: City Council / City Manager

From: Laurie M. Williams / Interim Community Services Director

Subject: MOTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS AND LEGAL INSTRUMENTS NECESSARY FOR THE ACCEPTANCE OF CERTAIN DONATION FUNDS FOR THE CONSTRUCTION AND INSTALLATION OF CERTAIN IMPROVEMENTS AT BEAL PARK (DISTRICT 4) (COMMUNITY SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

MOTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS AND LEGAL INSTRUMENTS NECESSARY FOR THE ACCEPTANCE OF CERTAIN DONATION FUNDS FOR THE CONSTRUCTION AND INSTALLATION OF CERTAIN IMPROVEMENTS AT BEAL PARK.

Recommended City Council Action:

Approve

Fiscal Impact:

Donation funds will be accepted for the construction and installation of certain improvements at Beal Park. Funds will be utilized to construct the Master Planned development of Beal Park according to approved plans and specifications.

Strategic Priority:

(Quality of Life and Place)

Discussion:

The Beal Park Master Plan will be constructed in three consecutive phases. Donated funds will be accepted as each phase of development is completed.

City Manager's Office

Memorandum of Understanding
between
the City of Midland, Texas
and
The Beal Foundation

This Memorandum of Understanding ("***MOU***") is entered into this 24th day of April, 2024 (the "***Effective Date***"), by and between the CITY OF MIDLAND, TEXAS ("***City***"), a home-rule municipal corporation, and The Beal Foundation ("***Foundation***"), a Texas nonprofit corporation. In this MOU, City and Foundation are sometimes individually referred to as a "***Party***" and collectively referred to as the "*Parties*."

WHEREAS, City is the owner of Beal Park, which is situated within City's corporate limits and located at 5200 West Wall Street, Midland, Texas; and

WHEREAS, Foundation desires to contribute funds for the construction and installation of certain improvements at Beal Park as described herein (the "***Project***"); and

WHEREAS, Texas Local Government Code § 51.076(a) authorizes City to hold property received by gift, deed, devise, or other manner; and

WHEREAS, the Parties desire to enter into this MOU to set forth the Parties' respective rights, obligations, and undertakings regarding the Project;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits that will accrue to the Parties, the Parties have agreed and do hereby agree as follows:

A. **Purpose.** The purpose of this MOU is to set forth the terms and conditions governing Foundation's donation and City's acceptance of the sum of Ten Million and No/100 Dollars ($10,000,000.00) (the "***Funds***") to be used to help fund a portion of the cost for the construction of the Project, the total cost of which is estimated to be in excess of Thirty-Five Million and No/100 Dollars ($35,000,000.00). The improvements that comprise the Project are more particularly shown in the Conceptual Design Documents in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

B. **Project Phases.** The Project shall be divided into three (3) separate phases (i.e., Phase I, Phase II, and Phase III) the components of which are as generally described in the Project Description in **Exhibit B**, which is attached hereto and incorporated herein for all purposes. It is contemplated that City will issue a request for bids and execute a construction contract for each respective Project phase. Furthermore, it is contemplated that the work for each respective Project phase will occur and be completed prior to City's initiation of the work associated with a subsequent Project phase. Accordingly, the Parties agree to apportion the Funds according to the following schedule for the purpose of payment/disbursement:

Phase I	$2,500,000.00
Phase II	$2,500,000.00
Phase III	$5,000,000.00

C. **Terms and Conditions.** The Parties expressly agree to the following terms and conditions:

1. Procurement. City's procurement activities, methods, and processes associated with the Project shall comply with all applicable state procurement laws. Such procurement activities, methods, and processes may include those referenced in Chapters 252 and 271 of the Texas Local Government Code. Notwithstanding any contrary provision contained herein, the provisions of this Section shall not be interpreted to (i) require that City utilize a particular procurement method, or (ii) require that City accept or reject any bid or offer associated with the Project. This Section merely addresses the administrative requirements that must be observed by City prior to executing construction contracts for the Project.

2. Construction Contracts. Following the completion of City's procurement activities for each respective Project phase, City's staff shall review the submitted bids or offers and make a recommendation to the Midland City Council (the "***City Council***") as to whether to award a construction contract to a particular bidder or offeror. If the City Council, in its sole and absolute discretion, chooses to authorize the execution of a construction contract, City shall use commercially reasonable efforts to enter a construction contract for each Project phase. Upon the execution of a construction contract for each Project phase, City shall submit written notice of such to Foundation, which shall be accompanied by a copy of the executed construction contract.

3. Payment of Funds to City. Within thirty (30) days following Foundation's receipt of a written notice pursuant to Section C.2, Foundation shall pay to City the portion of the Funds attributable to the Project phase for which City's written notice was issued. The Funds shall be kept in a separate account maintained by the City.

4. Use of Funds. All the Funds provided by Foundation to City shall be used for the sole and exclusive purpose of helping fund the Project, which is to serve the general public and not any particular person, group, or entity, and may not be used for any other purpose without the prior written consent of Foundation the granting of which shall be within the sole discretion of Foundation. In no event shall any of the Funds ever be used to influence elections or for political lobbying efforts of any kind.

5. Accounting. City shall maintain appropriate records regarding the use and status of all the Funds paid to City by Foundation and shall make such records available to Foundation and its designated agents or representatives for inspection within three (3) business days following City's receipt of a written request to inspect such records.

6. Publicity. City shall not make any public announcements, media releases, or any other public communications regarding Foundation's contribution of the Funds, including the timing and contents of any such announcements or communications, without the prior written approval of Foundation the granting of which shall be within the sole discretion of Foundation.

7. Term. Upon the execution of the Parties, this MOU becomes effective on the Effective Date and shall terminate: (i) upon City's completion of the Project and issuance of a written certification thereof to Foundation, (ii) upon the mutual agreement of the Parties, or (iii) as set forth in Section C.13.

8. Project Costs. Notwithstanding Foundation's obligation to pay the Funds, all costs associated with the Project shall be the responsibility of City. Nothing in this MOU shall be construed or interpreted to obligate Foundation to pay any amount exceeding the Funds.

9. **Indemnity. TO THE EXTENT ALLOWED BY LAW, CITY SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD FOUNDATION HARMLESS FROM AND AGAINST ANY THIRD-PARTY CLAIMS, INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY OR ITS CONTRACTORS RESULTING FROM ACTIVITIES OR OPERATIONS REGARDING THE PROJECT.**

10. Project Construction. As consideration for Foundation's payment of the Funds for the benefit of the Project, City shall use commercially reasonable efforts to cause the Project to be planned, designed, and constructed in substantial accordance with the Conceptual Design Documents and Project Description contained in **Exhibit A** and **Exhibit B**, respectively and there shall be no material alterations to same without prior written approval of Foundation. For this Agreement, "material alteration" shall mean a change that: (i) materially reduces the quality of materials used for the construction of the Project, or (ii) materially reduces the scope of the Project Description. City shall have the exclusive right to manage and supervise construction activities and related work for the Project.

11. Project Completion and Certification. Upon City's completion of the Phase III construction, City's designated architect shall issue written certification of the Project's completion to Foundation.

12. Reporting. Upon City's receipt of a written request by Foundation, City shall provide Foundation with a written or oral report, as City deems appropriate, regarding the status of the Project's construction and expected completion date. Such report shall be provided to Foundation no later than ten (10) business days following City's receipt of Foundation's written request for the report.

13. Termination for Cause. This MOU shall automatically terminate without liability to either Party if City fails to commence construction on Phase I by June 30, 2025. Additionally, this MOU may be terminated upon: (i) a Party's default for failure to perform or observe a material term, condition, or covenant contained in this MOU; and (ii) such Party's failure to cure the same within thirty (30) days following its receipt of written notice from the non-defaulting Party. If such default cannot be cured within such 30-day period in the exercise of all due diligence, then the non-defaulting Party may not terminate this MOU as long as the defaulting Party commences such cure within such 30-day period and diligently pursues the same thereafter.

14. Clawback. If the Funds (or any portion thereof) are paid to City and this MOU is subsequently terminated for cause pursuant to Section C.13 due to a material default by City, then City shall repay to Foundation all Funds paid to City under this MOU without interest. Such payment shall be made no later than ten (10) business days following the termination of this MOU. The provisions of this Section shall survive the termination of this MOU.

D. General Terms.

1. Entire Agreement. This MOU constitutes the entire agreement between the Parties and shall not be explained, modified, or contradicted by any prior or contemporaneous negotiations, representations, or agreements, either written or oral. Only a subsequent, written agreement can modify this MOU.

2. Assignment. Neither City nor Foundation shall, either directly or indirectly, assign all or any part of this MOU or any interest, right, or privilege herein, without the prior written consent of the other Party, the granting of which shall be in the other Party's sole discretion.

3. Notices. Any notice to either Party required under this MOU shall be sent by certified U.S. mail, postage prepaid, addressed to such Party at the addresses shown below. All notices shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either Party hereto may change the address below by sending written notice of such change to the other Party in the manner provided herein.

If to City:
City of Midland
Attn: City Manager
300 N. Loraine St., Suite 310
Midland, Texas 79701

If to Foundation:
The Beal Foundation
Attn: Elizabeth Beal Davenport
104 S. Pecos
Midland, Texas 79701

4. No Third-Party Beneficiary. The Parties' approval of this MOU does not create a third-party beneficiary. There is no third-party beneficiary to this MOU. No person or entity who is not a party to this MOU shall be considered a third-party beneficiary or have any rights hereunder.

5. Legal Relationship. The Parties are not, and shall not be considered as, joint venturers, partners, or agents of each other; neither Party shall have the power to bind nor obligate the other, except as set forth in this MOU. The Parties agree not to represent to anyone that they are agents of one another or have any authority to act on behalf of one another. Nothing in this MOU is intended or shall be construed as in any way creating or establishing any partnership, joint venture, or agency between City and Foundation. Further, nothing in this MOU is intended or shall be construed as creating a "community of pecuniary interest" or "an equal right of control" that would give rise to vicarious liability.

6. Consideration. The Parties hereby agree and acknowledge that this MOU is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties.

7. Governing Law Venue and Arbitration. This MOU shall be governed by the laws of the State of Texas. The Parties to this MOU will submit all disputes arising under this MOU to arbitration in Midland County, Texas before a single arbitrator of the Texas Justice Center ("TJC") in accordance with the TJC Rules of Arbitration. The issue of arbitrability shall be exclusively determined by the arbitrator. The arbitrator shall be selected by application of the rules of the TJC, or by mutual agreement of the parties, except that such arbitrator shall be an attorney admitted to practice law in Texas. No party to this MOU will challenge the jurisdiction or venue provisions as provided herein. Nothing contained herein shall prevent a Party from obtaining an injunction.

8. Waiver of Attorney Fees. **THE PARTIES AGREE TO WAIVE AND DO HEREBY WAIVE ANY CLAIM EACH PARTY HAS OR MAY HAVE IN THE FUTURE AGAINST THE OTHER PARTY REGARDING THE AWARD OF ATTORNEY FEES THAT IS IN ANY WAY RELATED TO THIS MOU, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS MOU. THE PARTIES AGREE THAT IF A PARTY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS MOU, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS MOU, 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, AS AMENDED, THAT SAID PARTY AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS MOU.**

9. Force Majeure. If City is delayed, hindered in, or prevented from the performance of any act required hereunder by reason of an act of God, strike, lockout, labor

trouble, inability to procure materials, unseasonable weather affecting construction or operation, failure of power, riot, insurrection, pandemic, or war, then performance of such act shall be excused for the delay period and any applicable deadline shall be extended for a period equal to the delay period. City shall give Foundation notice of any event of Force Majeure as soon as reasonably practicable, but not later than ten (10) days after the date on which City knew or should have known of the commencement of the event of Force Majeure.

10. Public Information Act. Foundation acknowledges that City is a governmental entity subject to the Texas Public Information Act, as amended. Foundation agrees that this MOU in no way affects, modifies, or limits the obligation of City to comply with the Texas Public Information Act or any ruling or decision of the Texas Attorney General. Foundation further agrees that City retains the right to exercise its sole and absolute discretion in determining its obligations under the Texas Public Information Act.

11. Approval. This MOU shall not become effective until approved by the City Council.

[Signature Page Follows]

CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO FORM ONLY

_____
John Ohnemiller, City Attorney

THE BEAL FOUNDATION

By: Elizabeth Davenport

Name: Elizabeth Davenport ROOTH.

Title: Chairman

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared Elizabeth Davenport, an officer of THE BEAL FOUNDATION, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she 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 16th day of April, 2024.

Laura J Hanson
Notary Public, State of Texas

LAURA J. HANSON
Notary Public, State of Texas
Notary ID 8224085
My Commission Exp. 03-19-2025

Beal Park

Conceptual Master Plan

Soccer Fields: 62

- 8 U4
- 24 U5/U6
- 13 U7/U8
- 2 U9/U10
- 7 U11/U12
- 8 U13

- 2,041 Parking Spaces
- 15 RV Parking Spaces
- 3 Restrooms

Exhibit A

Exhibit A

MIDLAND
Be the Energy!

MIDLAND
Be the Energy!

Exhibit A

Exhibit A

MIDLAND
Be the Energy!

Beal Park

PHASE I

Phase I development of Beal Park Improvements will occur in the northern two-thirds of the park. The following improvements are included:

- Extension of roadway south of soccer fields to the west, intersecting with Beal Parkway
- Clearing and grubbing of all undeveloped areas which currently are covered with mesquite
- Installation of automated irrigation in the cleared areas
- Development of grass throughout cleared areas
- Installation of two full size and two smaller artificial turf soccer fields as championship fields with lighting
- Addition of fencing for artificial turf fields
- Addition of parking lot in the northwest corner of the park, and along the roadway extension
- Upgrade of irrigation and grass in existing soccer fields
- Addition of bleachers, shade canopies, and scoreboards for larger fields

PHASE 2

Phase 2 development of Beal Park Improvements will occur in the central area of the park. This will be the "active" area of the park and will provide the following improvements:

- Addition of grass game fields
- Additional parking area to serve Phase 2 improvements
- Additional restroom
- Playground installation
- Splash Park installation
- Development of multi-purpose amphitheater
- Food Truck location

PHASE 3

Phase 3 development of Beal Park Improvements will occur in the eastern area of the park. The following improvements are included:

- Additional restroom/concession building
- Additional parking
- Development of grassed areas into soccer fields
- Addition of RV parking area to serve soccer and baseball tournaments
- Addition of bleachers, shade canopies, and scoreboards for larger fields

MIDLAND
Be the Energy!

Exhibit B

Beal Park

Phase I

FY 2024

PLAN DEVELOPMENT → **BIDS/AWARD CONRACT**

January 2024 – June 2024 | July 2024 – September 2024

FY 2025

CONSTRUCTION

October 2024 – June 2025

NOTE:
Dates referenced in this Exhibit B shall not constitute deadlines by which any Project phase must be initiated or completed. All such dates are shown for the sole purpose of providing the Parties an aspirational timeline for the commencement and completion of the Project.

Exhibit B

MIDLAND
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Beal Park

Phase 2

FY 2025

PLAN DEVELOPMENT → **BIDS/AWARD CONRACT**

November 2024 – August 2025 | September 2025 – November 2025

FY 2026

CONSTRUCTION

December 2025 – May 2027

NOTE:
Dates referenced in this Exhibit B shall not constitute deadlines by which any Project phase must be initiated or completed. All such dates are shown for the sole purpose of providing the Parties an aspirational timeline for the commencement and completion of the Project.

Exhibit B

MIDLAND
Be the Energy!

Phase 3

Beal Park

Phase 3

FY 2027
PLAN DEVELOPMENT
October 2026 – March 2027

➡ **BIDS/AWARD CONRACT**
April 2027-June 2027

FY 2027
CONSTRUCTION
July 2027 – March 2028

NOTE:
Dates referenced in this Exhibit B shall not constitute deadlines by which any Project phase must be initiated or completed. All such dates are shown for the sole purpose of providing the Parties an aspirational timeline for the commencement and completion of the Project.

Exhibit B

MIDLAND
Be the Energy!

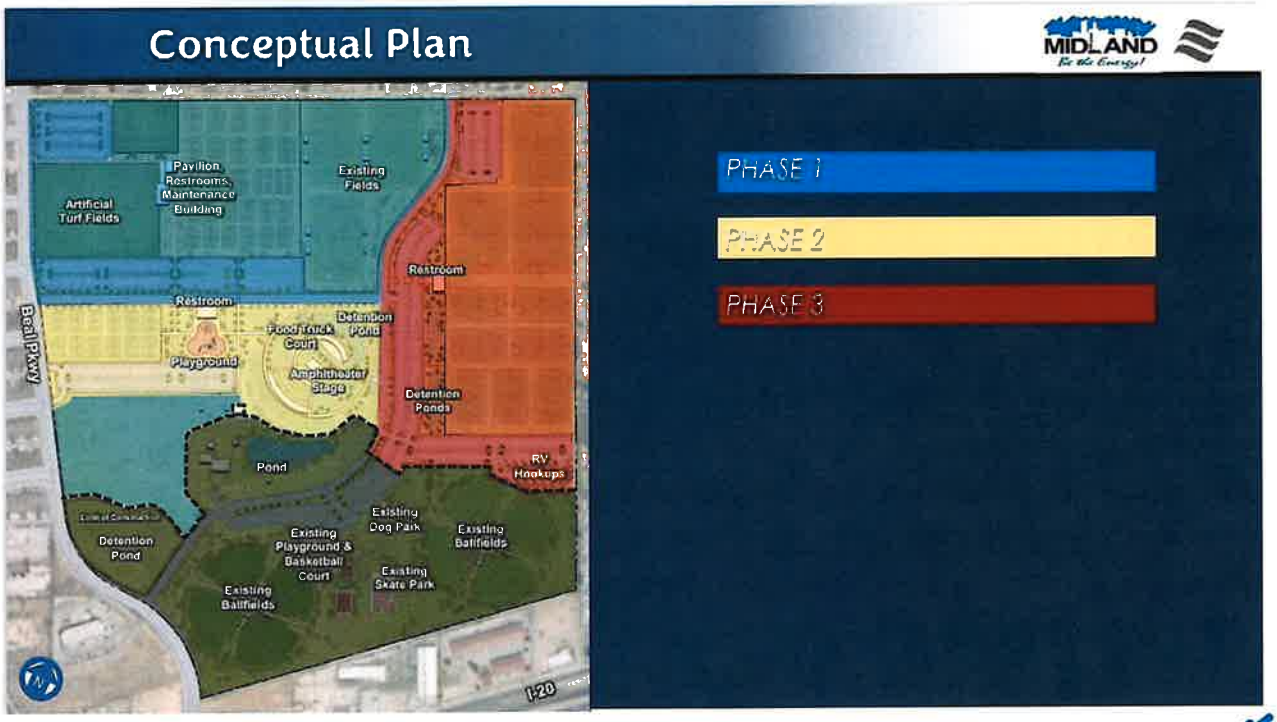


Exhibit B

MIDLAND
Be the Energy!

City Council Meeting

Item Number: 15

Meeting Date: April 23, 2024

To: City Council / City Manager

From: Michele Hagemann, Accountant

Subject: **RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE OFFICE OF THE GOVERNOR - PUBLIC SAFETY OFFICE FOR THE FISCAL YEAR 2025 BODY-WORN CAMERA GRANT PROGRAM; AUTHORIZING THE COMPTROLLER TO ACCEPT, REJECT, ALTER, OR TERMINATE SAID GRANT FUNDING; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF SAID GRANT FUNDING; AUTHORIZING THE APPROPRIATION OF MATCHING FUNDS IN THE AMOUNT OF $6,536.25 AS REQUIRED BY THE OFFICE OF THE GOVERNOR - PUBLIC SAFETY OFFICE; AND REPEALING RESOLUTION NO. 2024-022 (DISTRICT: ALL) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

Purpose:

WHEREAS, the Office of the Governor - Public Safety Office has announced the availability of grant funds through the Fiscal Year 2025 Body-Worn Camera Grant Program; and

WHEREAS, the Midland Police Department wishes to submit an application to receive $19,608.75 in grant funds to be used for the purchase of 30 body-worn camera unit and associated software licenses; and

WHEREAS, the City Council finds it to be in the public interest to authorize the submission of an application for said grant funds, and to authorize those holding the title of “Comptroller” (the “Grant Designees”) to accept, reject, alter, or terminate said grant funding on behalf of the City of Midland; and

WHEREAS, the City Council finds it to be in the public interest to authorize the Grant Designees to execute all necessary documents to provide for the acceptance of said grant funds; and

WHEREAS, the City of Midland shall not use the existence of said grant funds to offset or decrease total salaries, expenses and allowances that the City of Midland receives from its governing body at or after the time the grant funds are awarded; and

WHEREAS, in the event of loss or misuse of said grant funds, the City of Midland assures that the grant funds shall be returned to the Office of the Governor - Public Safety Office in full; and WHEREAS, the City Council finds it to be in the public interest to authorize the appropriation of matching funds in the amount of $6,536.25 out of the Police General Fund to be used for the purchase of said body-worn camera units and associated software licenses, as required by the Office of the Governor - Public Safety Office;

Recommended City Council Action:

Approve

Fiscal Impact:

Show fiscal stewardship with grant funding to purchase 30 body-worn cameras for Midland law enforcement officers.

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

Designate the city Comptroller as an authorized official able to manage, apply, accept, and reject grant application and awards to apply for Body-Worn Camera grant program.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE OFFICE OF THE GOVERNOR - PUBLIC SAFETY OFFICE FOR THE FISCAL YEAR 2025 BODY-WORN CAMERA GRANT PROGRAM; AUTHORIZING THE COMPTROLLER TO ACCEPT, REJECT, ALTER, OR TERMINATE SAID GRANT FUNDING; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF SAID GRANT FUNDING; AUTHORIZING THE APPROPRIATION OF MATCHING FUNDS IN THE AMOUNT OF $6,536.25 AS REQUIRED BY THE OFFICE OF THE GOVERNOR - PUBLIC SAFETY OFFICE; AND REPEALING RESOLUTION NO. 2024-022

WHEREAS, the Office of the Governor - Public Safety Office has announced the availability of grant funds through the Fiscal Year 2025 Body-Worn Camera Grant Program; and

WHEREAS, the Midland Police Department wishes to submit an application to receive $19,608.75 in grant funds to be used for the purchase of 30 body-worn camera units and associated software licenses; and

WHEREAS, the City Council finds it to be in the public interest to authorize the Comptroller to accept, reject, alter, or terminate said grant funding on behalf of the City of Midland; and

WHEREAS, the City Council finds it to be in the public interest to authorize the Comptroller to execute all necessary documents to provide for the acceptance of said grant funds; and

WHEREAS, the City of Midland shall not use the existence of said grant funds to offset or decrease total salaries, expenses and allowances that the City of Midland receives from its governing body at or after the time the grant funds are awarded; and

WHEREAS, in the event of loss or misuse of said grant funds, the City of Midland assures that the grant funds shall be returned to the Office of the Governor - Public Safety Office in full; and

WHEREAS, the City Council finds it to be in the public interest to authorize the appropriation of matching funds in the amount of $6,536.25 out of the Police General Fund to be used for the purchase of said body-worn camera units and associated software licenses, as required by the Office of the Governor - Public Safety Office; and

WHEREAS, the City Council finds it to be in the public interest to repeal Resolution No. 2024-022;

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

SECTION ONE. That the City of Midland is hereby authorized to submit a grant application to the Office of the Governor - Public Safety Office in order to receive grant funds in the amount of $19,608.75 through the Fiscal Year 2025 Body-Worn Camera Grant Program. Said grant funds to be used for the purchase of 30 body-worn camera units and associated software licenses.

SECTION TWO. That the City of Midland shall not use said grant funds to offset or decrease total salaries, expenses and allowances that the City of Midland receives from its governing body at or after the time the grant funds are awarded.

SECTION THREE. That in the event of loss or misuse of the grant funds from the Office of the Governor - Public Safety Office, the City of Midland assures that the grant funds shall be returned to the Office of the Governor - Public Safety Office in full.

SECTION FOUR. That the Comptroller is hereby designated as the City of Midland's authorized signatories and is hereby authorized to accept, reject, alter, or terminate said grant funding on behalf of the City of Midland.

SECTION FIVE. That upon the approval of the City of Midland's application for grant funds through the Fiscal Year 2025 Body-Worn Camera Grant Program, the Comptroller is hereby authorized and directed to execute all necessary documents to provide for the acceptance of said grant funds.

SECTION SIX. That the amount of $6,536.25 is hereby appropriated in the Police General Fund, which shall be used for the purchase of 30 body-worn camera units and associated software licenses upon the City of Midland's receipt of the grant funds from the Office of the Governor - Public Safety Office.

SECTION SEVEN. That Resolution No. 2024-022 is hereby rescinded and of no further force or effect.

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:

_____
Michele Hagemann, Grant Accountant

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 16

Meeting Date: April 23, 2024

To: City Council / City Manager

From: Michele Hagemann, Accountant

Subject: RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE OFFICE OF THE GOVERNOR - PUBLIC SAFETY OFFICE FOR THE FISCAL YEAR 2025 RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM; AUTHORIZING THE COMPTROLLER TO ACCEPT, REJECT, ALTER, OR TERMINATE SAID GRANT FUNDING; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF SAID GRANT FUNDING; AND REPEALING RESOLUTION NO. 2024-020 (DISTRICT: ALL) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

WHEREAS, the Office of the Governor - Public Safety Office has announced the availability of grant funds through the Fiscal Year 2025 Rifle-Resistant Body Armor Grant Program; and WHEREAS, the Midland Police Department wishes to submit an application for said grant funds in order to purchase 100 Angel Armor units to ensure all field operation officers are adequately protected in the line of duty; and WHEREAS, the City Council finds it to be in the public interest to authorize the submission of an application for said grant funds, and to authorize those holding the title of “Comptroller” (the “Grant Designees”) to accept, reject, alter, or terminate said grant funding on behalf of the City of Midland; and WHEREAS, the City Council finds it to be in the public interest to authorize the Grant Designees to execute all necessary documents to provide for the acceptance of said grant funds; and WHEREAS, the City of Midland shall not use the existence of said grant funds to offset or decrease total salaries, expenses and allowances that the City of Midland receives from its governing body at or after the time the grant funds are awarded; and WHEREAS, in the event of loss or misuse of said grant funds, the City of Midland assures that the grant funds shall be returned to the Office of the Governor - Public Safety Office in full.

Recommended City Council Action:

Approve

Fiscal Impact:

Application for grant funding for Law Enforcement protective equipment showing fiscal responsibility through actively seeking alternative funding opportunities.

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

Authorizing city Comptroller, as the highest authorized official per the Office of the Governor's records to apply, manage, accept and reject grant applications and awards.

City Manager’s Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE OFFICE OF THE GOVERNOR - PUBLIC SAFETY OFFICE FOR THE FISCAL YEAR 2025 RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM; AUTHORIZING THE COMPTROLLER TO ACCEPT, REJECT, ALTER, OR TERMINATE SAID GRANT FUNDING; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF SAID GRANT FUNDING; AND REPEALING RESOLUTION NO. 2024-020

WHEREAS, the Office of the Governor - Public Safety Office has announced the availability of grant funds through the Fiscal Year 2025 Rifle-Resistant Body Armor Grant Program; and

WHEREAS, the Midland Police Department wishes to submit an application for said grant funds in order to purchase 100 Angel Armor units to ensure all field operation officers are adequately protected in the line of duty; and

WHEREAS, the City Council finds it to be in the public interest to authorize the Comptroller to accept, reject, alter, or terminate said grant funding on behalf of the City of Midland; and

WHEREAS, the City Council finds it to be in the public interest to authorize the Comptroller to execute all necessary documents to provide for the acceptance of said grant funds; and

WHEREAS, the City of Midland shall not use the existence of said grant funds to offset or decrease total salaries, expenses and allowances that the City of Midland receives from its governing body at or after the time the grant funds are awarded; and

WHEREAS, in the event of loss or misuse of said grant funds, the City of Midland assures that the grant funds shall be returned to the Office of the Governor - Public Safety Office in full; and

WHEREAS, the City Council finds it to be in the public interest to repeal Resolution No. 2024-020;

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

SECTION ONE. That the City of Midland is hereby authorized to submit a grant application to the Office of the Governor - Public Safety Office in order to receive grant funds through the Fiscal Year 2025 Rifle-Resistant Body Armor Grant Program. Said grant funds to be used for the purchase of 100 Angel Armor units to ensure all field operation officers are adequately protected in the line of duty.

SECTION TWO. That the City of Midland shall not use said grant funds to offset or decrease total salaries, expenses and allowances that the City of Midland receives from its governing body at or after the time the grant funds are awarded.

SECTION THREE. That in the event of loss or misuse of the grant funds from the Office of the Governor - Public Safety Office, the City of Midland assures that the grant funds shall be returned to the Office of the Governor - Public Safety Office in full.

SECTION FOUR. That the Comptroller hereby designated as the City of Midland's authorized signatory and is hereby authorized to accept, reject, alter, or terminate said grant funding on behalf of the City of Midland.

SECTION FIVE. That upon the approval of the City of Midland's application for grant funds through the Fiscal Year 2025 Rifle-Resistant Body Armor Grant Program, the Comptroller is hereby authorized and directed to execute all necessary documents to provide for the acceptance of said grant funds.

SECTION SIX. That Resolution No. 2024-020 is hereby repealed and of no further force or effect.

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:

_____
Michele Hagemann, Grant Accountant

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 17

Meeting Date: April 23, 2024

To: City Council / City Manager

From: Michele Hagemann, Accountant

Subject: RESOLUTION ADOPTING THE CITY OF MIDLAND VISION ZERO ACTION PLAN (DISTRICT: ALL) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

WHEREAS, on April 9, 2024, the City Council approved the adoption of Vision Zero policy as a comprehensive and data-driven approach to achieving our goal of zero traffic deaths and serious injuries by 2050 consistent with TxDOT's adopted goal.

WHEREAS, the City of Midland commits to following recommendations from the Comprehensive Safety Action Plan to enhance roadways and reduce High-Injury Networks in Midland.

WHEREAS, internal departments will continually utilize the Comprehensive Safety Plan to ensure alignment with Vision Zero policy when planning and designing projects to reach the goal of zero traffic deaths and serious injuries by 2050.

Recommended City Council Action:

Approve

Fiscal Impact:

With the adoption of the finalized Vison Zero Comprehensive Safety Action Plan, the City of Midland is able to apply competitively for state and federal grants to fund additional planning, design, and construction of roadway infrastructure and improvements in alignment with Vison Zero Comprehensive Safety Action Plan data-driven recommendations.

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

Adoption of the finalized Vison Zero Comprehensive Safety Action Plan will create a active planning document to guide Midland in creating safe streets for all road users enhancing equity, safety and efficiency.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION ADOPTING THE CITY OF MIDLAND VISION ZERO ACTION PLAN

WHEREAS, Resolution No. 2024-067 approved the adoption of the City of Midland Vision Zero Policy as a comprehensive and data-driven approach to achieving the goal of zero traffic deaths and serious injuries by the year 2050, consistent with the Texas Department of Transportation's adopted goal for same; and

WHEREAS, the City of Midland's Vision Zero Task Force was directed to finalize and present a Vision Zero Action Plan to the City Council; and

WHEREAS, the City of Midland is committed to following recommendations from the Vision Zero Action Plan in order to enhance roadways and reduce high-injury networks in the City of Midland; and

WHEREAS, City of Midland departments will continually utilize the Vision Zero Action Plan to ensure alignment with the Vision Zero Policy when planning and designing projects to reach the goal of zero traffic deaths and serious injuries by the year 2050;

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

SECTION ONE. That the City of Midland hereby approves and adopts the Vision Zero Action Plan attached hereto as Exhibit A, which is incorporated herein for all purposes.

SECTION TWO. That the City Secretary is hereby authorized and directed to certify the adoption of this Resolution by the City Council, effective immediately.

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

VISION ZERO
Safe Streets for Midland

MIDLAND

Comprehensive Safety Action Plan

TABLE OF CONTENTS

16 Chapter 1

20 Chapter 2

31 Chapter 3

45 Chapter 4

52 Chapter 5

101 Chapter 6

136 Chapter 7

Executive Summary

Both the City of Midland and Midland County acknowledged the need and opportunity to eliminate fatal and serious crashes for all roadway users through a Comprehensive Safety Action Plan (CSAP). As such, the City and County embarked on a joint planning effort that leveraged shared and regional perspective and responsibility. Although the planning effort leveraged resources and expertise from both jurisdictions through several joint Vision Zero Task Force (VZTF) meetings, two separate documents were produced, specific to Midland City and Midland County. This report only outlines the Comprehensive Safety Action Plan for the City of Midland. The three-phase project approach kicked off in August 2023 and ran through adoption on April 9, 2024. A timeline that outlines and describes each phase of the project is included in Chapter 2.

This Plan is organized into three parts, each containing a purpose statement and listing of chapters contained within. The parts of the plan correspond to the various phases of the planning process:

- Part I: Background and Purpose
- Part II: Midland State of Safety
- Part III: Vision Zero Action Plan

The Safe Streets for All (SS4A) program is a primary driving force behind the CSAP, which is characterized and guided by the Federal Highway Administration's (FHWA) Safe Systems Approach. The guiding principles for this plan are viewed through a Vision Zero lens, which aims to eliminate all traffic fatalities and severe injuries, prioritizing the principles of safe road design, enforcement, education, and community engagement to achieve this goal. The guiding principles of the Safe Systems Approach and this document are detailed in Chapter 1, but can more generally be summarized as follows:

- *Death or serious injury is unacceptable*
- *Humans make mistakes*
- *Humans are vulnerable*
- *Responsibility is shared*
- *Safety is proactive*
- *Redundancy is crucial*

With these guiding principles in mind, the Task Force worked together to establish a mission that clearly communicates the reason for being and declare how this Plan aims to serve the community and stakeholders into the future. This vision for both the Midland City and Midland County Comprehensive Safety Action Plans is:

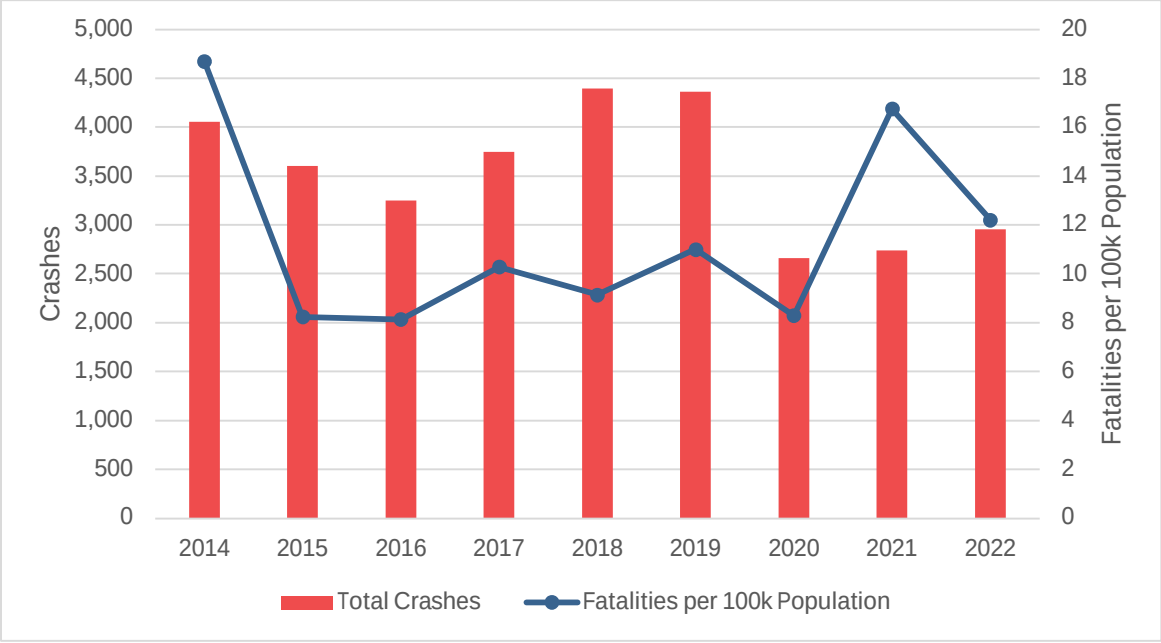
"Eliminating deaths on Midland's roads by BUILDING complete streets, ENGAGING the community, and INNOVATING safer solutions to protect all users."

To make this mission a reality, Midland's City Council, along with the Task Force and staff commit to the overall goal of improving safety in Midland by adopting a Vision Zero resolution on April 9, 2024. The Vision Zero Resolution is provided in the Appendix Item A.

Part II of the Plan, Midland State of Safety, establishes an empirical understanding of existing conditions and key safety considerations, laying the foundation for Part III of the Plan. Chapter 3 analyzes the citywide crash history, details safety emphasis areas, and reviews the equitable state of safety throughout the city.

Citywide crash trends revealed that the City of Midland's total crashes peaked in 2018, with a significant decrease in 2020, largely due to the COVID-19 pandemic (Figure i). However, since 2020, total crashes in the City of Midland have increased each year, with fatal crashes per 100,000 population spiking dramatically in 2021 with a slight decrease in 2022.

Figure i: City of Midland Total Crash Summary (2014-2022)



To drill down and better understand the causative factors of these crashes, eight safety emphasis areas were analyzed and compared to the statewide observance rate. The eight safety emphasis areas are detailed in Chapter 3, but are summarized and compared to the State observance rates in Table i.

Table i: City of Midland vs Texas Emphasis Area Crash Percentage

Emphasis Area	Midland	Texas	Difference
Roadway/Lane Departure	46%	35%	11%
Intersection-Related	42%	32%	10%
Red Light/Stop Sign Running	34%	12%	22%
Speed-Related	32%	33%	-1%
Impaired Driving	23%	18%	5%
Unrestrained Persons	18%	17%	1%
Vulnerable Road Users	16%	13%	3%
Distracted Driving	12%	15%	-3%

Key takeaways when comparing Midland to Texas crash percentage by emphasis area include:

1) Red light and stop sign running is a unique safety challenge in Midland
2) Even though distracted driving is less common in Midland, impaired driving is more common compared to the state average
3) Lane departure, intersection-related, and speed-related crashes remain an issue in Midland

An additional key consideration of Chapter 3 is Equity & Safety in Midland. The analysis considered equity and disadvantaged areas of the City of Midland to better improve historically underserved parts of the community. Disadvantaged areas were identified through an analysis conducted by the United States Department of Transportation. The analysis included population characteristics for five categories:

- Transportation Insecurity
- Environmental Burden
- Social Vulnerability
- Health Vulnerability
- Climate and Disaster Risk Burden

The census tracts within the City of Midland that are considered disadvantaged are primarily located on the west and south sections of the city. The analysis revealed that while approximately 22% of the City of Midland population lives in disadvantaged areas, between 2018 and 2022, a disproportionate amount (38%) of Fatal Injury (K) and Suspected Serious Injury (A) Crashes occurred in those areas (Table ii).

Table ii: Citywide vs Disadvantaged Crash Severity

Crash Severity	Citywide	Disadvantaged	Difference
K - FATAL INJURY	0.4%	0.7%	0.3%
A - SUSPECTED SERIOUS INJURY	1.8%	2.5%	0.7%
B - SUSPECTED MINOR INJURY	10.3%	10.8%	0.5%
C - POSSIBLE INJURY	15.7%	15.0%	-0.7%
N - NOT INJURED	66.4%	64.1%	-2.3%
99 - UNKNOWN	5.4%	6.8%	1.5%

A high-injury network (HIN) is a network of roads, intersections, or other transportation infrastructure, that has a higher-than-average rate of crashes resulting in injuries or fatalities. Identifying and prioritizing facilities within the HIN is a crucial step in enhancing road safety to reduce fatal and severe crashes. Chapter 4 details the methodology used to calculate the following HIN, as well as detailing the individual segments.

Part III of the plan details countermeasures and recommendations for study corridors as well as systemic improvements as part of the Vision Zero Action Plan. This includes policies, programs, and various strategies and actions that provide improvements for specific safety emphasis areas in the City of Midland. Chapter 5 brings forth five road segments on the High-Injury Network were selected as priority corridors to make targeted recommendations that improve safety on the City's most unsafe corridors today (Table iii). The highest priority study corridors were selected with input from City staff and scored based on equity, engagement, and feasibility.

Table iii: Study Corridors

Study Corridor	Limits		Length (mi)	Crashes			Daily Volume
	From	To		K	A	Total KAs	
1. Wadley Avenue	Mark Ln	Cord Dr	1.34	1	3	4	21,400
2. Fairgrounds Road	Loop 250	CR 72	1.31	0	4	4	4,300
3. Andrews Highway	Midkiff Rd	Missouri Ave	1.49	1	8	9	67,900
4. Lamesa Road	BUS 20	Florida Ave	1.40	2	4	6	12,800
5. Midkiff Road - Wall Street	Williams St	Front St	0.30	2	4	6	32,500
		Total	5.84	6	23	29	

Targeted recommendations at study corridors provide detailed and crafted recommendations for specific areas of Midland that have varying crash history, road geometry, intersection control, and land use context. Additionally, systemic recommendations are organized by safety emphasis area and provide a countermeasure toolbox to make citywide improvements.

Systemic countermeasures can be implemented in all areas of the city to improve safety, not limited to previous recommendations and study corridors. The corresponding toolbox in Chapter 5 provides a comprehensive collection of strategies and interventions designed to address specific traffic safety issues and challenges. There is also a summary of these countermeasures in Table iv.

Table iv: Systemic Countermeasure Toolbox

Safety Emphasis Areas	Raised Median	Lane Designation Markings and Signs	High Contrast Lane Markings	Wide Edge Lines	Speed Feedback Signs	Roundabouts	Bike Lanes	Retroreflective Backplates	Corridor Access Management	Rectangular Rapid Flashing Beacon	Improve Signing and Visibility at Signals	Pedestrian Hybrid Beacon	Sidewalks	Roadway Reconfiguration
CMF	0.29	0.75	0.75	0.97	0.95	0.59	0.435	0.85	0.93	0.31	0.732	0.883	0.598	0.53
Roadway & Lane Departure	●	●	●	●										●
Speed-Related	●				●	●	●							●
Intersection-Related		●				●		●	●	●	●			
Vulnerable Road Users	●						●			●	●	●	●	●
Distracted Driving		●	●	●			●	●			●			
Impaired Driving	●	●	●	●			●	●			●			
Unrestrained Persons	●				●	●	●							●

Chapter 6 outlines the action plan, which is comprised of policies and programs to create solutions for systemic issues and are organized by the eight safety emphasis areas and focus on eliminating deaths on Midland roads. To make goals easier to achieve for each emphasis area, each goal has strategies and actions outlined. The corresponding table provides each strategy outlined in the action plan for each emphasis area (Table v).

Table v: Action Plan Strategies by Emphasis Area

Roadway and Lane Departure (LD)
Strategy LD1. Partner with TXDOT to identify and promote awareness of public rest stops in Midland
Strategy LD2. Update design standards to address deficiencies that may contribute to roadway/lane departure crashes
Speed-Related (SP)
Strategy SP1. Ensure pending projects meet safety needs and opportunities
Strategy SP2. Implement a campaign encouraging safe driving behaviors
Strategy SP3. Establish a neighborhood traffic calming program
Strategy SP4. Support senate bill SB1663
Intersection-Related (IN)
Strategy IN1. Update intersection design standards and access management policies
Strategy IN2. Develop a campaign strategy to remind drivers to use safe driving behaviors at intersections
Strategy IN3. Establish a targeted enforcement program at priority intersections
Strategy IN4. Develop safer signal timing practices
Strategy IN5. Implement the use of ITS technologies for data collection purposes
Distracted Driving (DD)
Strategy DD1. Develop a campaign that discourages cell phone use when driving
Strategy DD2. Develop enforcement strategies to monitor for cell phone use when driving
Strategy DD3. Implement streetscaping techniques to reduce distracted driving
Impaired Driving (ID)
Strategy ID1. Spread awareness about the consequences of impaired driving
Strategy ID2. Encourage businesses and event holders to provide mobility alternatives for patrons
Strategy ID3. Acquire substance abuse and mental health help resources for the community
Strategy ID4. Develop an understanding of impaired driving citation patterns
Unrestrained Persons (UP)
Strategy UP1. Develop a seatbelt usage campaign
Strategy UP2. Gather more participation in the Midland Fire Department's Car Seat Information Program
Vulnerable Road Users (VRU)
Strategy VRU1. Prioritize the implementation of safer pedestrian and bicycle facilities
Strategy VRU2. Create a Safe Routes to School Partnership Program
Strategy VRU3. Develop a citywide ADA Transition Plan
Post Crash Care (PC)

Strategy PC1. Leverage technology, policies, and existing personnel to conduct more efficient investigations and reporting of crashes, facilitating swift clearance of crash scenes
Strategy PC2. Identify and implement engineering solutions where possible to reduce response times

Chapter 7 expands on the strategies outlined in Chapter 6 and identifies partners, timeframe, and funding sources into an Implementation Matrix. Finally, the annual reporting responsibility for Vision Zero and progress on projects made publicly available is outlined.

Part I: Background & Purpose

Introduction

The City of Midland's Comprehensive Safety Action Plan (CSAP) was developed over a one-year period to help Midland achieve their goal of zero traffic-related fatalities on roads in the City of Midland. The CSAP for Midland will assist City Staff, City Council, and other local partners in making informed decisions when identifying projects that will enhance the safety of all roadway users in the greater Midland area. This portion of the document (Part I of III) includes several chapters that detail the plan's purpose and process.

PART I: BACKGROUND AND PURPOSE

- Chapter 1: Purpose
  - Guiding Principles
- Chapter 2: Process
  - Project Timeline
  - Vision Zero Task Force
  - Public Engagement
  - Leadership Commitment

Chapter 1. Purpose

This chapter outlines the guiding principles of the City of Midland CSAP while highlighting the importance of each and how they will be used in creating safe streets for all users. The guiding principles are Vision Zero, Safe Systems Approach, and the Six E's of Safety. Each play a vital role in the Safe Streets for All (SS4A) campaign and initiatives.

Guiding Principles

Vision Zero

Vision Zero is a traffic safety initiative that aims to eliminate all traffic fatalities and severe injuries, prioritizing the principles of safe road design, enforcement, education, and community engagement to achieve this goal. It emphasizes a holistic approach to transportation safety, recognizing that human error is inevitable and that road systems should be designed to minimize the consequences of mistakes. It represents a comprehensive approach to improving quality of life, safety, and mobility of communities through crash-related injury reduction.

The Vision Zero movement utilizes a paradigm shift to address how communities take ownership of traffic-related injuries and fatalities. By choosing to take ownership and dismissing the notion that injuries and fatalities are simply a byproduct of modern transportation networks, real change can begin to take place through the Vision Zero lens.

Safe Systems Approach

The Safe Systems Approach was pioneered in the 1990's by Swedish road safety expert, Claes Tingvall. The Safe Systems Approach is the framework and mechanism by which this Vision Zero Action Plan can be implemented. There are six key principles that can be utilized to implement the elements of the Safe Systems Approach, and are as follows:

1. *Death or serious injury is unacceptable* – Focusing attention on preventing fatal and sever crashes over minor crashes so residents are better protected on the City's roads.
2. *Humans make mistakes* – Human error is inevitable, inevitably leading to crashes, but a roadway system that accounts and accommodates for this fact can mitigate the effects (avoiding serious injury or death).
3. *Humans are vulnerable* – Human tolerance to crashes is a recognized and measurable benchmark (kinetic energy transfer can be measured) and should be incorporated into design considerations.
4. *Responsibility is shared* – No single party is responsible for crash prevention alone, but collectively all parties are responsible. This includes transportation

designers and engineers, users, law enforcement, vehicle manufacturers, and publicly appointed decisionmakers.

5. *Safety is proactive* – Rather than responding to tragedy, measures should be taken beforehand to identify and mitigate potential risks.
6. *Redundancy is crucial* – Affecting change requires strengthening of all Safe Systems elements. In the case that one element fails, redundancy prevents systemwide failure, ensuring people are protected.

A principles-based approach intended to eliminate serious and fatal injuries, the Safe Systems Approach relies on accommodating for human mistakes and keeping potential impacts on the human body at tolerable levels. Accommodating for human mistakes can be accomplished through roadway design features and technological advancements in vehicles (lane departure assist, autonomous emergency breaking, etc.). Efforts to mitigate or lessen the physical impacts on the human body include reducing speeds, physically separating automobiles from alternative mode users, as well as technological advancements in vehicles. There are five complementary objectives outlined by the U.S. Department of Transportation (USDOT) that correspond and support implementation of the Safe Systems Approach as provided in Figure 1:

1. *Safe road users* bear the burden of responsibility for complying with rules and regulations of the roadway.
2. *Safe vehicles* are responsible for mitigating or preventing the potential impacts of crashes. Active safety measures can help prevent crashes from occurring, while passive measures can lessen the implications of a crash.
3. *Safe speeds* have a direct correlation with increased rate of survival in crashes. Reducing speeds reduce impact, improve visibility, and afford drivers additional braking time.
4. *Safe roads* are not defined by their design alone. Rather, the road design, construction, maintenance, operation, and countermeasures work collaboratively to improve safety.
5. *Post-crash care* accounts for the actions of those that respond to an crash, whether it be emergency services, law enforcement, or clean up.

Figure 1: The Safe System Approach

Source: FHWA

The Six "E's" of Safety

Similar to how the Safe Systems Approach works, the Six E's of safety are components of an integrated and comprehensive framework. While every community varies in its composition and understanding of safety, the Six E's can be deployed at all levels to enhance the user experience and improve safety. The Safety Action Plan (Part III) of this report utilizes each of the Six E's as an organizing approach to implementation.

- Engineering projects and interventions in support of Vision Zero may be implemented through the built environment to improve safety. Calming traffic and improving safety for all users is the primary goal. Examples of engineering projects proven include the implementation of safety countermeasures, or traffic calming measures that reduce speeding.
- Education can improve safety by raising awareness of transportation choices, furthering, or establishing the benefits of multimodal transportation, and demonstrating the proper way to utilize the system, thus reducing the margin of error.
- Evaluation can support both proactive and responsive measures. Understanding the when, where, and why of crashes allows us to respond to historical trends and adjust improve future safety. Similarly, careful evaluation can help head off potential issues before they reach greater severity.

- Equity efforts must be made to acknowledge and rectify the imbalance and additional burden that disadvantaged populations carry. Vulnerable and disadvantaged populations are historically hard-to-reach and deserve access to the same information and infrastructure as everyone else.
- Enforcement can ensure that traffic laws and regulations are being followed by system users, while also ensuring that profiling does not occur. Enforcement can also target and prioritize problem behaviors like speeding and other dangerous behavior over minor infractions.
- Encouraging the community to further their knowledge and understanding of safety principles can be fun and interactive. Events and activities can support and promote better behavior.

Chapter 2. Process

This chapter provides an overview of the project timeline, including the role that the Vision Zero Task Force (VZTF) aided in developing the CSAP. Additionally, it highlights the public engagement efforts throughout the project that provided key takeaways and perspectives to improve safety. As part of the project, commitment from the Task Force and other city leadership provided important guidance in the process as well.

Coordination with Midland County CSAP

The early stages of the project, the implementation of the City CSAP joined efforts with Midland County to kick off their perspective CSAP projects. City and County staff wanted to unify efforts throughout the Midland area to improve safety. The first two VZTF meetings were joint meetings where important local information was shared between City and County representatives in the desire to achieve Vision Zero.

Project Timeline

As the largest municipality in the Permian Basin, the City of Midland plays a critical role in informing, developing, and advancing regional priorities. Through this conjunctive planning process between the City, County, and stakeholders, Midland has taken the opportunity to serve as a leader for safety efforts in the region. The Midland CSAP's development was divided into three primary phases throughout the process:

PHASE I: DISCOVERY	PHASE II: DATA ANALYSIS	PHASE III: DRAFT PLAN
• Kick-off • Visioning • Public Involvement • Existing Conditions	• Crash Trends & Statistics • City High-Injury Network • County High-Injury Network • Field Observations • Countermeasure Identification	• City Action Plan • County Action Plan • Adoption

The Discovery phase of the project initiated with a data exchange with relevant parties to establish a strong foundation for the quantitative analysis to be conducted. The initial VZTF meeting was conducted on September 7, 2023, to establish a qualitative understanding of the project, roles and responsibilities of the committee and consulting team members, as well as establishment of a singular mission statement. A project website was constructed and launched in coordination with several Pop-Up public engagement events to generate awareness and solicit feedback.

The Data Analysis phase of the project included qualitative and quantitative analysis. Quantitative analysis generally centered around various crash analyses and the creation of the High-Injury Network (HIN) model. Qualitative analysis conducted during this phase included field observations, countermeasure identification, and input from the public and the VZTF.

The Draft Plan Phase of the project is the third and final phase of the project. During this phase, the work completed during the Data Analysis and Discovery phases are both analyzed through the lens of implementation. The VZTF and public were brought up to speed and provided input on the direction of the Action Plan through this phase. Ultimately, feedback and input were incorporated into the draft plan and celebrated through adoption on April 9, 2024.

A timeline for Task Force and Public Meetings for the City's CSAP is displayed in the table below:

Phase/Meeting	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
PHASE I: DISCOVERY												
TF Meeting 1: Kick-Off & Visioning												
TF Meeting 2: Public Involvement & Existing Conditions												
Public Engagement Pop-Ups (Vision & Existing Conditions)												
PHASE II: DATA ANALYSIS												
TF Meeting 3: Citywide High-Injury Network												
TF Meeting 4: City Strategic Session												
PHASE III: DRAFT PLAN												
TF Meeting 5: Draft City CSAP												
Public Engagement Pop-Up (Draft City CSAP)												
Adoption Celebration												

Vision Zero Task Force

The Vision Zero Task Force (VZTF) was established to help guide the planning process, build consensus and ownership of the plan, and provide critical feedback at major milestones. Consisting of an interdepartmental working group of City and County staff, with additional public representation, the VZTF made conscious efforts throughout the process to unite both Midland City and Midland County Safety Action Plans. The initial two meetings were held collectively between the group, while City and County subcommittees were formed and utilized throughout Phases II and III to evaluate and respond to issues directly related to their jurisdictional representation. The two initial task force meeting were held on the following days:

- Meeting 1: Kick-Off & Goal-Setting – September 7, 2023
- Meeting 2: Public Engagement & Map Activity – October 26, 2023

The three VZTF City Subcommittee meetings that occurred during Phase II occurred on the following dates, while an additional VZTF City subcommittee meeting is scheduled to occur in April:

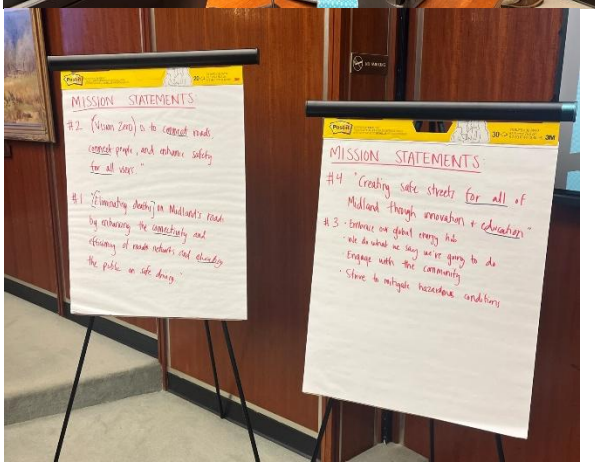
- Meeting 3: Citywide Analysis & High-Injury Network – December 6, 2023
- Meeting 4: City Strategic Session – February 21, 2024
- Meeting 5: City CSAP Draft Review – April 25, 2024

The VZTF not only served as champions and ambassadors of the plan throughout the process but will continue to serve and be instrumental in helping to spread awareness and education related to the plan implementation. Utilizing several working sessions through Phase I with the VZTF, a mission statement was established to communicate the reason for being and declare how it aims to serve the community and stakeholders into the future. Through the various work sessions and input from committee members, the following mission statement was established:

"Eliminating deaths on Midland's roads by BUILDING complete streets, ENGAGING the community, and INNOVATING safer solutions to protect all users."

Once both the City and County Safety Action Plans are adopted, the VZTF will reconvene as a group to celebrate their progress and prepare to enter the implementation phase of these plans to continue the ongoing work of improving roadway safety.

Figure 2: Photos from VZTF Meetings 1-3



Public Engagement

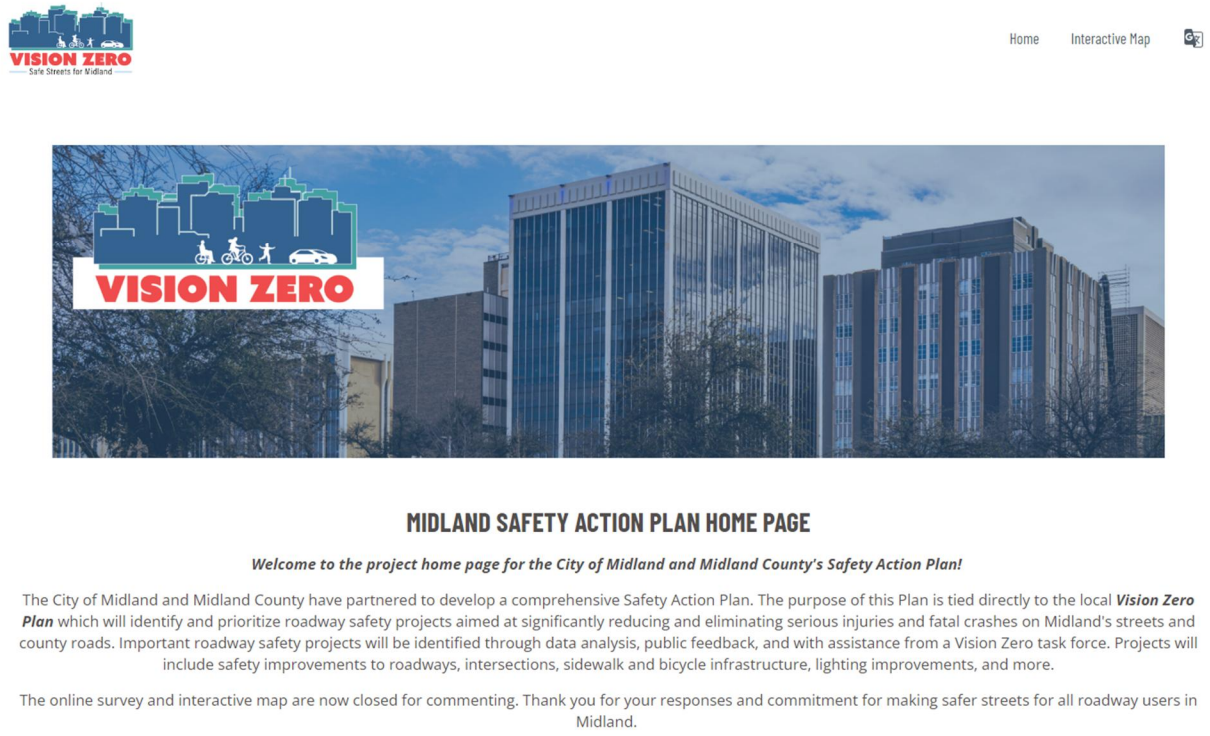
Public engagement for the Midland City Safety Action Plan involved online engagement opportunities, pop-up events, and promotional materials and advertisements. Residents, community leaders, and other key stakeholders in Midland were actively involved in this public engagement effort to ensure this plan reflects the safety concerns of all who use Midland's roads. Additionally, all online engagement material is available both English and Spanish to promote an equitable public engagement experience.

Online Engagement

Social Pinpoint was used throughout the plan's development serving as a central online hub online engagement such as information on upcoming events, links to surveys, as well as the plan itself. Midland residents had two online opportunities to provide input on their thoughts on safety within the City. The efforts received positive feedback from residents and stakeholders in Midland. Additionally, the online website served in conjunction with the Midland County Safety Action Plan (Figure 3).

VISION ZERO
Safe Streets for Midland

Figure 3: Project Website



Roadway Safety Survey

The Midland Vision Zero Roadway Safety Survey collected information on demographics, commute, mode choice, and roadway safety concerns. The survey was comprised of 24 questions, divided into 4 sections. This survey was available on the project website as well as the in-person public events. In total, the Roadway Safety Survey received 371 responses, 304 (73%) of which indicating that they live within the City of Midland. As summarized in Figure 4, personal vehicles are the primary mode of transportation in Midland at 98% and most residents spend 15 to 30 minutes or less than 15 minutes to commute to work, 47% and 46%, respectfully.

Figure 4: Commute Statistics

P1 Q8 - 5. Is your place of work located outside the home?

Yes	**225**	**74%**
Not Applicable	43	14%
No	36	12%

P1 Q9 - 6. How long is the commute to your workplace?

15 to 30 minutes	**105**	**47%**
Less than 15 minutes	103	46%
Not applicable	2	1%
30 to 45 minutes	11	5%
Longer than 45 minutes	4	2%

0 - 7. What mode of transportation do you primarily use for your comr

Personal Vehicle (Car)	**221**	**98%**
Pedestrian	1	0.4%
Other (Please specify)	3	1%

The top three safety concerns for survey participants include aggressive driving, red light /stop sign running, and distracted driving, as shown in Figure 5.

Figure 5: Top 3 Safety Concerns

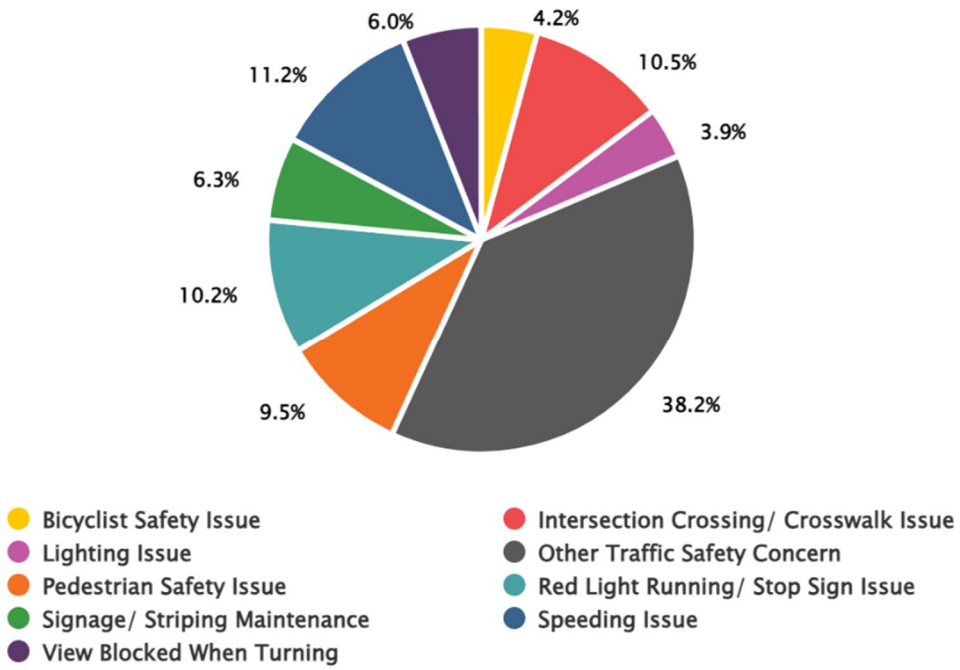
Category	Total	
Aggressive Driving	177	16.4%
Redlight running/not stopping at stop signs	174	16.2%
Distracted Driving	172	16.0%

Interactive Map Survey

Midland residents also had the opportunity to provide feedback on the existing roadway safety conditions through an online interactive map survey. This engagement tool gave users the ability to place a point or line on a map with nine comment types available to help organize the information, such as “Speeding Issue” or “Pedestrian Safety Issue.” Additionally, participants had the ability to up or down vote on other ideas to indicate agreement or disagreement. Figure 6 on page 24 and

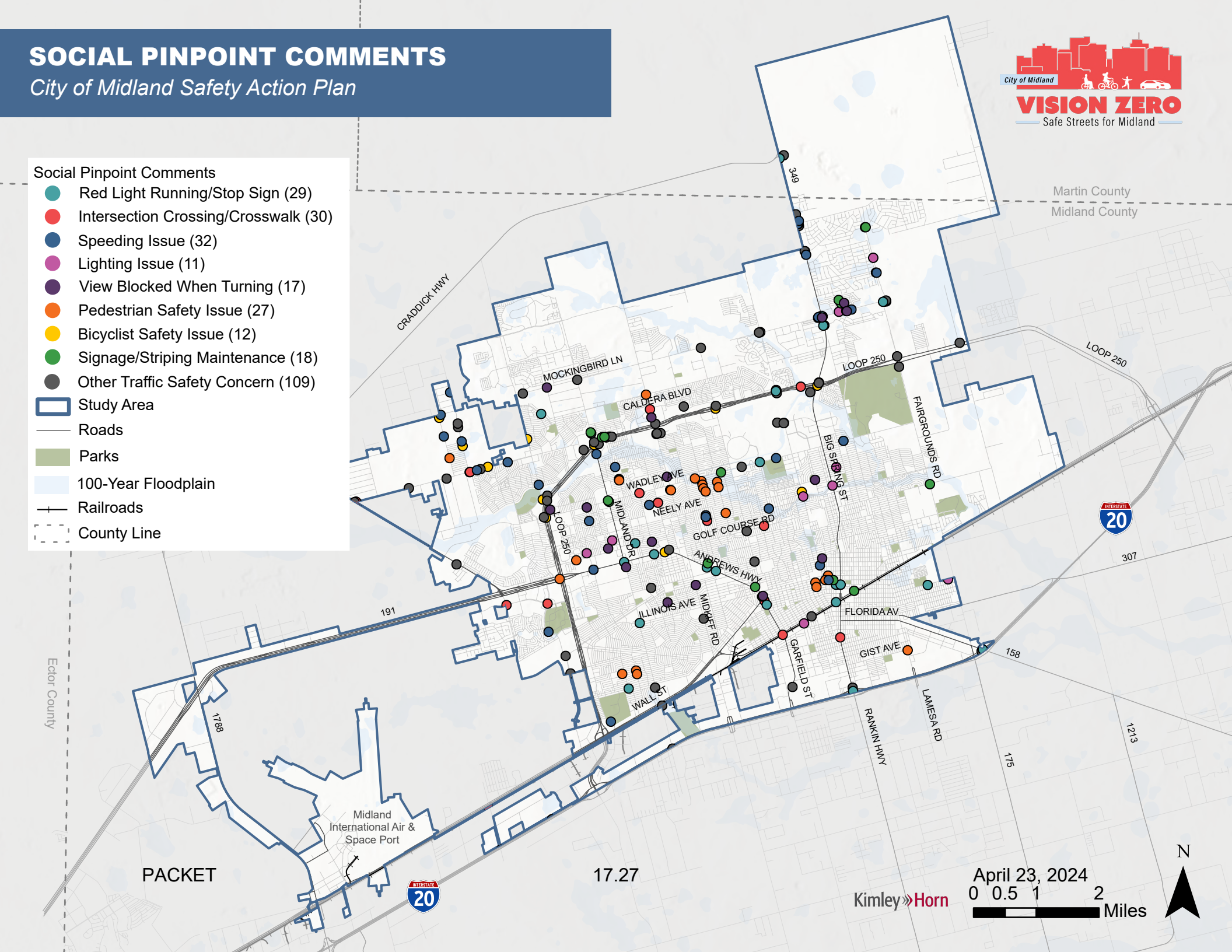
Exhibit 1 on Page 27 provide an overview of the 285 comments received from this activity.

Figure 6: Interactive Map Comments



SOCIAL PINPOINT COMMENTS

City of Midland Safety Action Plan



Public Events

The final method used to engage the public in the planning process was through in-person public pop-up events. The pop-up events gave residents the opportunity to interact with the project team, understand the importance of safety in Midland, and learn about what residents can do to improve safety locally. Ultimately, these events were held in public settings intended to spread awareness about the City and County of Midland Safety Action Plans and about Vision Zero.

Two pop-up events were held in October 2023 at the Midland Trunk-or-Treat Halloween event and the Movies in the Park at Centennial Park. These events primarily served to inform the community about the safety efforts being made for the City and County. Ultimately, these events allowed the project team to engage in valuable discussion with the people of Midland on their top safety concerns.

The Midland Trunk-or-Treat Halloween event was a family-friendly booth spreading awareness about the Safety Action Plans and Vision Zero (*Figure 7*). The project team provided English and Spanish surveys for attendees to fill out, as well as visual aids for people to read and learn about the CSAP, Vision Zero, and locally relevant trends on roadway safety. The Movies in the Park event was also a family-friendly booth for parents and their kids to interact and learn about safety (*Figure 8* on page 26). QR Codes to the online engagement options were handed out to attendees of the event, leading to a spike in online engagement in the following week.

Figure 7: Halloween Pop-Up

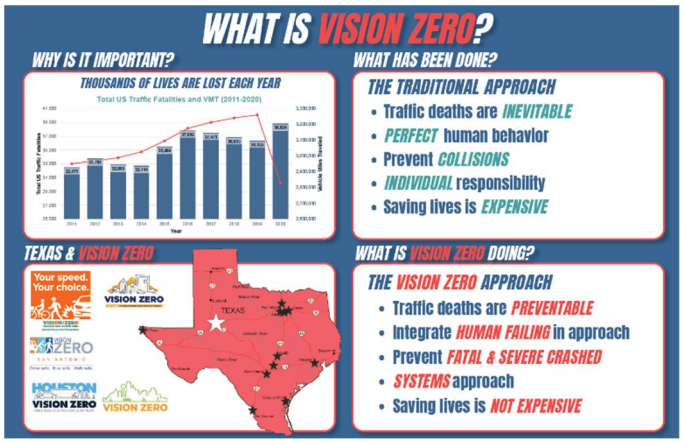
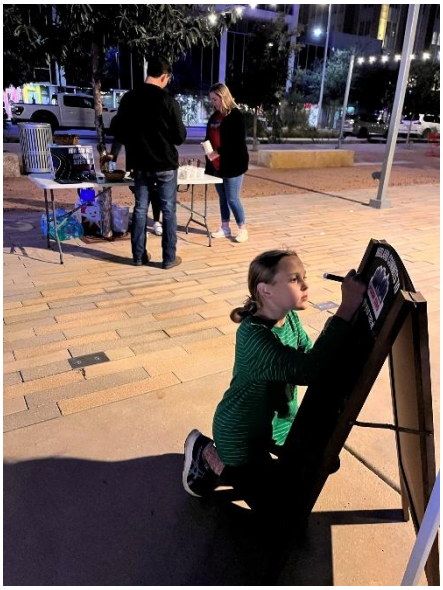


Figure 8: Movies in the Park



The final pop-up event was held in April 2024 at the Midland Rockhounds game at Momentum Bank Ballpark. This event served to present the draft City CSAP to the public and inform City residents on recommendations, actions, and potential improvements for safety. This event provided a great opportunity to talk to families in a casual and fun environment, while teaching residents of all ages the importance of safety in the goal of Vision Zero within the community.

Leadership Commitment

City leadership plays a crucial role in developing a Vision Zero resolution for their city by spearheading the initiative, setting goals, and rallying community support. They establish a commitment to eliminating traffic fatalities and severe injuries, allocating resources, and implementing policies to prioritize road safety. Through collaboration with various stakeholders, city leaders create and implement comprehensive strategies, including infrastructure improvements, education campaigns, and enforcement measures, to achieve the Vision Zero goals and create safer streets for all road users.

Midland's City Council, along with the Task Force and staff commit to the overall goal of improving safety in Midland by adopting a Vision Zero resolution on April 9, 2024. The Vision Zero Resolution is provided in the Appendix Item A.

Part II: Midland State of Safety

Introduction

As established through Part I of this report, improving safety equitably for all mobility modes in Midland is a paramount priority for City staff and Task Force members. Part II delves into a review of crash history, equity considerations, and contributing elements to understand the State of Safety. Part II establishes an empirical understanding of existing conditions and key safety considerations. Combined with the input from public engagement, the VZTF, and key stakeholders, Part II lays the foundation for Part III, the Vision Zero Action Plan.

PART II: MIDLAND STATE OF SAFETY

• Chapter 3: Crash History Analysis
  o Citywide Crash Trends
  o Safety Emphasis Areas
  o Equity & Safety in Midland
• Chapter 4: High-Injury Network
  o Critical Crash Rate Method
  o Critical Crash Rate Calculation
  o High-Injury Network Development and Results

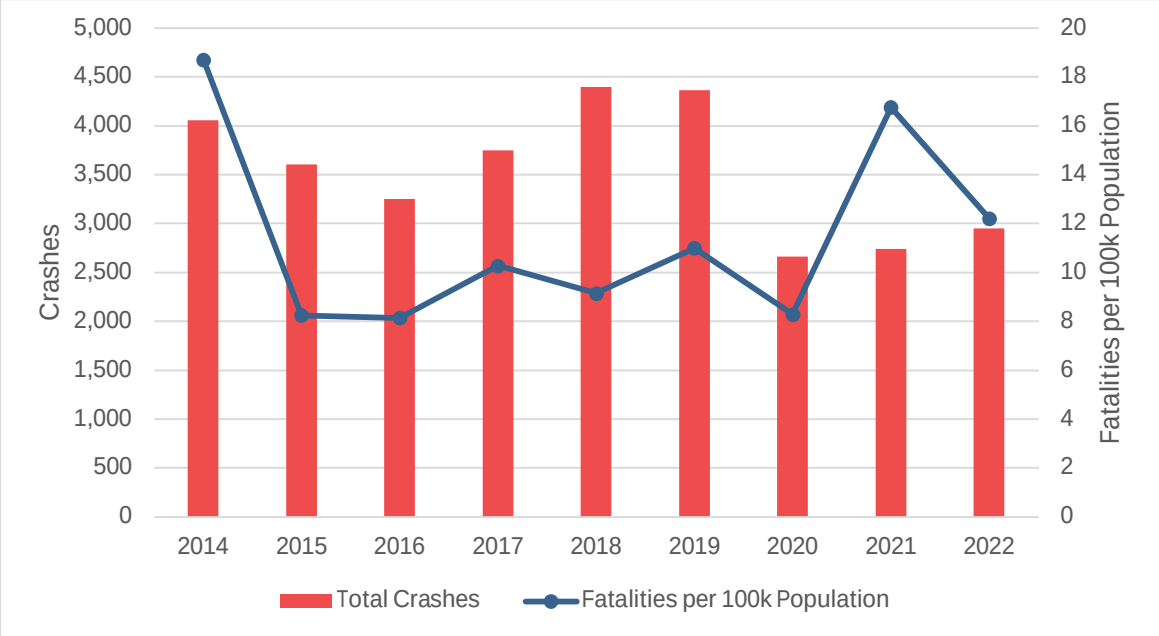
Chapter 3. Crash History Analysis

This chapter highlights the crash history in the City of Midland, details safety emphasis areas, and reviews the equitable state of safety throughout the city. Historical crash data from TxDOT's Crash Record Information System (CRIS) for the last five years (2018-2022) was used in the crash history analysis and determination of the High-Injury Network.

Citywide Crash Trends

This chart below uses historical crash data from 2014 to 2022 to highlight citywide crash trends. The City of Midland peaked at 4,398 total crashes in 2018 and has seen a significant decrease since due largely to the COVID-19 pandemic in 2020. However, since 2020, total crashes in the City of Midland have increased each year (Figure 9). Fatal crashes per 100,000 population varied slightly from 2015 to 2020, however, they increased in 2021 dramatically with a slight decrease into 2022. Since 2020, fatal crashes are increasing.

Figure 9: Total Crash Summary (2014-2022)



As total crashes have increased since 2020, fatal injury (K) and suspected serious injury (A) crashes followed the same trend of increasing each year (Table 1 on page 30). In the year 2022, 97 KA crashes were reported, the most since 2017. Not injured (N) crashes were at an all-time low for the City since 2020. However, there were 76 suspected serious injury crashes, an all-time high in 2022.

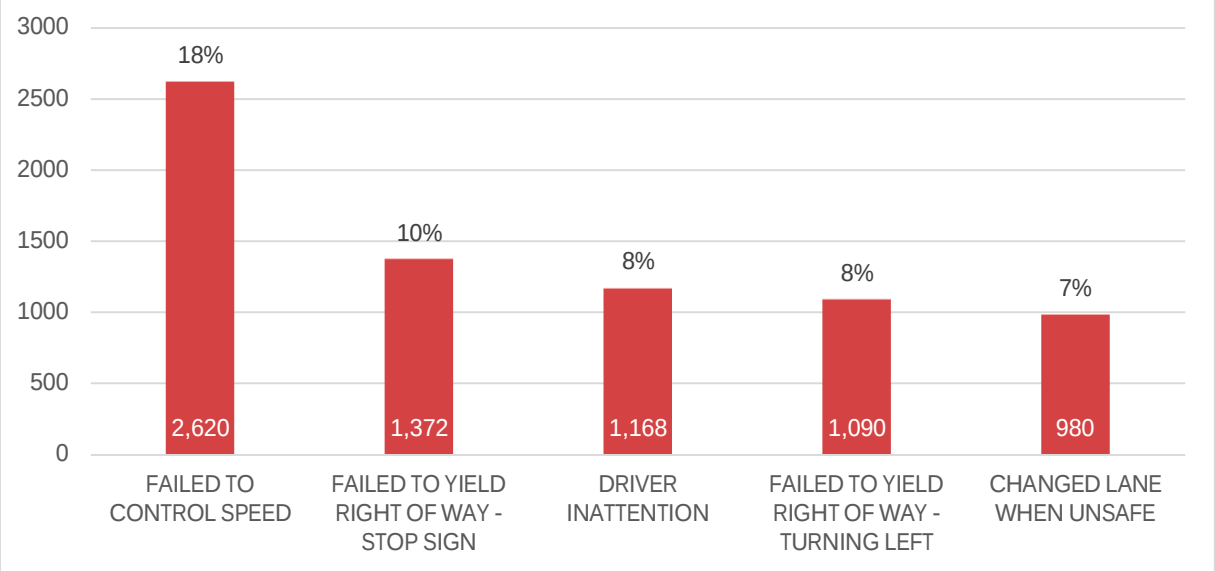
Table 1: Total Crashes by Severity (2014-2022)

Year	K - FATAL INJURY		A - SUSPECTED SERIOUS INJURY		B - SUSPECTED MINOR INJURY		C - POSSIBLE INJURY		N - NOT INJURED		99 - UNKNOWN	
2014	24	0.6%	57	1.4%	341	8.4%	550	13.6%	2891	71.3%	191	4.7%
2015	11	0.3%	59	1.6%	355	9.8%	497	13.8%	2513	69.7%	170	4.7%
2016	11	0.3%	48	1.5%	306	9.4%	425	13.1%	2304	70.9%	155	4.8%
2017	14	0.4%	72	1.9%	384	10.2%	495	13.2%	2630	70.2%	153	4.1%
2018	13	0.3%	66	1.5%	429	9.8%	648	14.7%	3062	69.6%	180	4.1%
2019	17	0.4%	61	1.4%	424	9.7%	700	16.0%	2973	68.1%	190	4.4%
2020	11	0.4%	54	2.0%	337	12.7%	408	15.3%	1671	62.8%	180	6.8%
2021	22	0.8%	57	2.1%	326	11.9%	430	15.7%	1715	62.6%	191	7.0%
2022	21	0.7%	76	2.6%	298	10.1%	501	17.0%	1910	64.7%	146	4.9%

Indicates the two worst years by percent

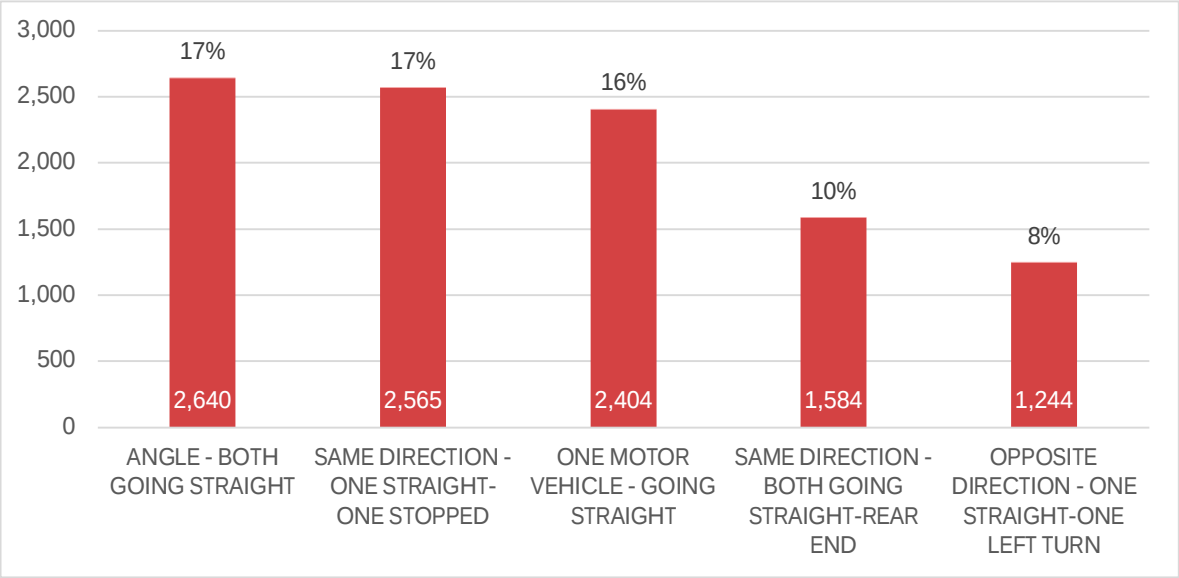
For the previous five years (2018-2022), the top contributing factors for crashes in the City of Midland are outlined in Figure 10. 'Speeding' or 'Failed to control speed' is the top contributing factor for all crashes in the City with nearly double the number of crashes than any other contributing factor.

Figure 10: Top Contributing Factors (2018-2022)



Manners of collision refer to how the crash occurred between vehicles. The top manners of collision were 'Angle – Both Going Straight' (17%), 'Same Direction – One Straight – One Stopped' (17%), and 'One Motor Vehicle – Going Straight' (16%). 'Angle – Both Going Straight' crashes can include sideswipe crashes, T-bone crashes, or other intersection crashes. 'Same Direction – One Straight – One Stopped' are most commonly known as rear-end crashes. Finally, 'One Motor Vehicle – Going Straight' frequently involves vehicles that run off the road and fail to maintain the vehicle in the travel lane. The top manners of collision are summarized in Figure 11.

Figure 11: Top Manners of Collision (2018-2022)

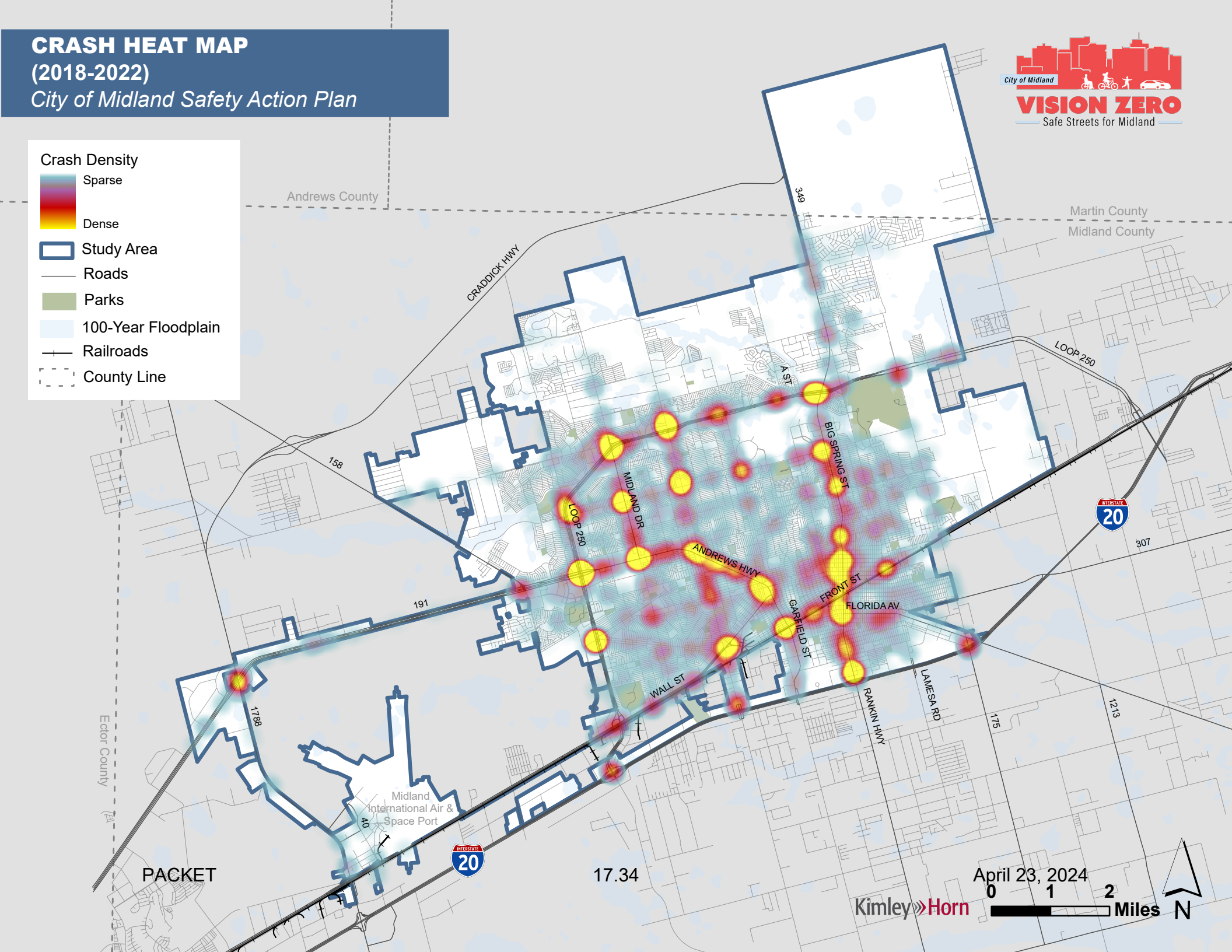


Crash Heat Map

Exhibit 2 on Page 2 on displays a crash heat map that highlights the density of crashes within the City of Midland from 2018-2022. The crash heat map visualizes the pure density of crash counts at various locations in the City, not accounting for traffic volumes, number of lanes, or speed limit. All these factors also play a role in frequency of crashes.

The highest densities of crashes are at intersections where the traffic volumes are the highest. Andrews Highway, between Midkiff Road and Wall Street, stands out with a high crash density. Big Springs Street also has a high crash density, especially near downtown and to the south of the City.

CRASH HEAT MAP
(2018-2022)
City of Midland Safety Action Plan



Kimley»Horn

0 1 2 Miles

N

High Crash Intersections

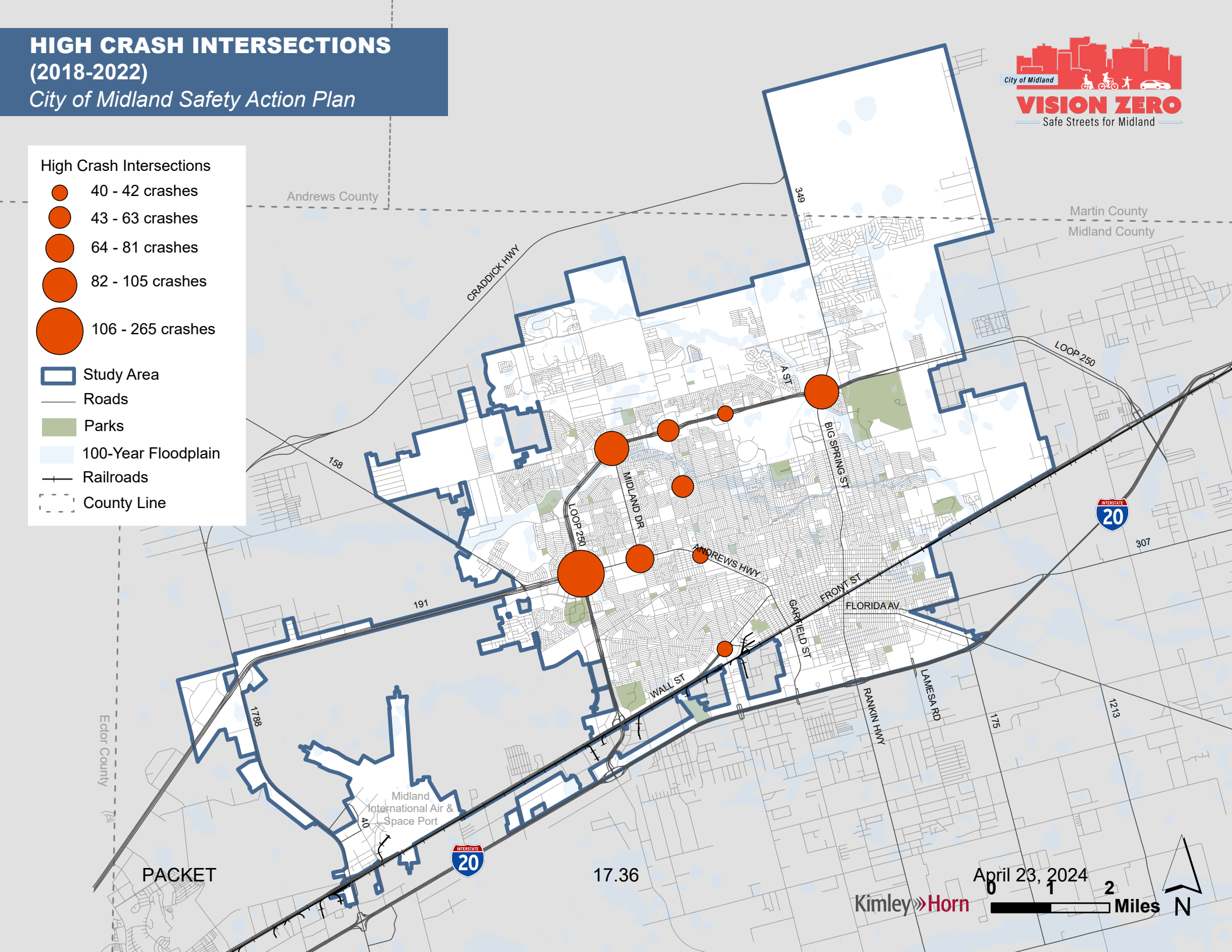
The majority of crashes in the City are located at intersections, which are where most conflicts for vehicles, pedestrians, and bicyclists occur. The intersection with the most crashes over last five years (2018-2022) is Loop 250 & Andrews Highway/SH 191. This is an interchange with frontage road connections and is the intersection of two major divided highways within the City. Four of the top five high crash intersections are also located along Loop 250. Table 2 summarizes the intersections with the highest number of crashes. Exhibit 3 on Page 36 displays the map of the high crash intersection locations.

Table 2: High Crash Intersections

Rank	Intersection	Number of Crashes
1	Loop 250 & Andrews Hwy/SH 191	265
2	Loop 250 & N Big Spring St	105
3	Loop 250 & N Midland Dr	95
4	Andrews Hwy & N Midland Dr	81
5	Loop 250 & N Midkiff Rd	63
6	N Midkiff Rd & W Wadley Ave	50
7	Andrews Hwy & N Midkiff Rd	42
8	W Wall St & S Midkiff Rd	40
9	Loop 250 & N Garfield St	40

HIGH CRASH INTERSECTIONS
(2018-2022)
City of Midland Safety Action Plan

City of Midland
VISION ZERO
Safe Streets for Midland



Bicycle & Pedestrian Crashes

Bicyclists and pedestrians are the most vulnerable to fatal or serious injuries during crashes. Within the last five years, the City of Midland had 36 bicycle crashes and 117 pedestrian crashes (Exhibit 4 on Page 38). Of the 36 bicycle crashes, 8 were fatal or suspected serious injury (KA) crashes, or approximately 22%. Of the 117 pedestrian crashes, 41 were KA crashes, or approximately 35%.

Bicycle and pedestrians have a much higher risk of fatal or suspected serious injuries compared to vehicles in the City of Midland. Approximately 2% of all vehicle-only crashes were KA crashes compared to the 22% for bicycles and 35% for pedestrians. The bicycle and pedestrian crashes compared to vehicle crashes by crash severity are summarized in Exhibit 4.

Table 3: Vehicles vs Bicycle & Pedestrian Crash Severity

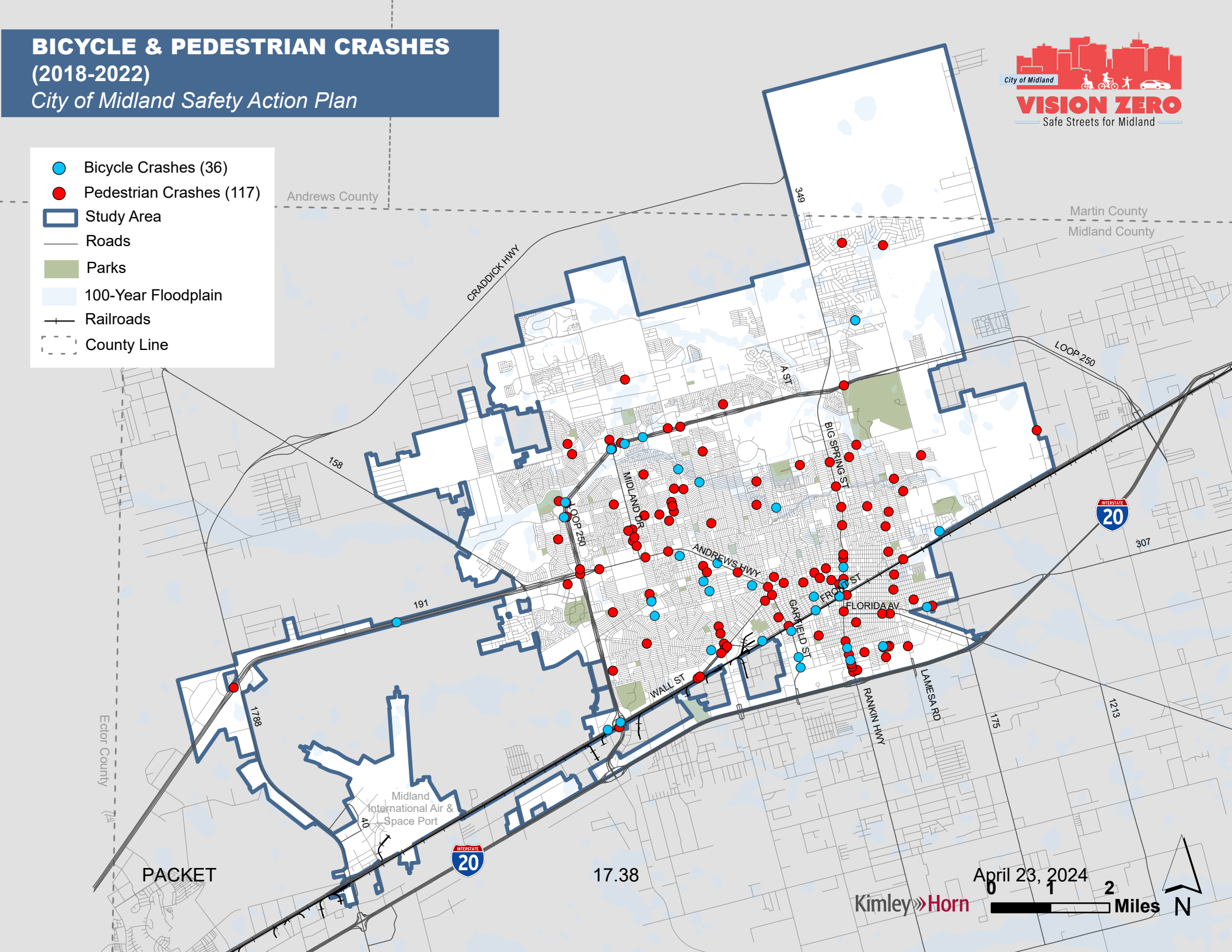
Crash Severity	Vehicles	Bicycle/ Pedestrian	Difference
K - FATAL INJURY	0.4%	10%	10%
A - SUSPECTED SERIOUS INJURY	2%	22%	20%
B - SUSPECTED MINOR INJURY	10%	42%	32%
C - POSSIBLE INJURY	16%	17%	1%
N - NOT INJURED	66%	8%	-58%
99 - UNKNOWN	5%	0%	-5%

The roads with the most bicycle and pedestrian crashes appear to be Big Spring Street, Andrews Highway, and Wall Street. The majority are located on major thoroughfares or arterials, with others spread through local roads and neighborhoods.

BICYCLE & PEDESTRIAN CRASHES
(2018-2022)
City of Midland Safety Action Plan

City of Midland
VISION ZERO
Safe Streets for Midland

- Bicycle Crashes (36)
- Pedestrian Crashes (117)
- Study Area
- Roads
- Parks
- 100-Year Floodplain
- Railroads
- County Line



Kimley»Horn

0 1 2 Miles

N

Safety Emphasis Areas

The Texas Strategic Highway Safety Plan (SHSP) is a comprehensive document outlining strategies and initiatives aimed at reducing traffic-related fatalities and injuries across the state's transportation network. It includes analysis of crash data, identification of high-risk areas, and prioritization of countermeasures. The plan integrates engineering, education, enforcement, and emergency medical services to address key factors contributing to crashes. By implementing targeted interventions, the SHSP seeks to improve overall road safety and save lives on Texas highways.

The Texas SHSP highlights eight safety emphasis areas to improve statewide in order to achieve the goal of zero fatalities. All are data-based, besides Post Crash Care. The eight safety emphasis areas are the following:

1) Distracted Driving – where distraction in vehicle, drive inattention, or cell phone or mobile use was cited as a contributing factor.
2) Impaired Driving – where at least one driver was identified as having been drinking, having taken medication, been under the influence of alcohol or drugs, a blood alcohol content greater than zero, or a positive drug test.
3) Intersection Safety – occurs within the boundaries of an intersection or in which the first harmful event occurred on an approach to or an exit from an intersection and is related to movement through the intersection.
4) Occupant Protection – where a vehicle occupant was not restrained or not using appropriate child restraints or seat belts.
5) Roadway and Lane Departures – where single motor vehicles run off the road and head-on collisions.
6) Speed-Related – where unsafe speed under the limit or over the limit was cited as a contributing factor.
7) Vulnerable Road Users - consists of pedestrians and bicyclists and separating users in terms of time and/or space.
8) Post Crash Care – enhance the survivability of crashes through expedient access to emergency medical care, crash investigation, traffic incident management, and justice.

Midland vs Texas

The City of Midland has chosen to follow the same safety emphasis areas of the Texas SHSP, but with an increased focus on Intersection Safety. The City has a unique issue compared to Texas as a whole, which is red light and stop sign running crashes. Red light

and stop sign running concerns will be compiled with Intersection Safety. Table 4 highlights the percentage of crashes for each safety emphasis area for Midland and Texas.

Table 4: City of Midland vs Texas Emphasis Area Crash Percentage

Emphasis Area	Midland	Texas	Difference
Roadway/Lane Departure	46%	35%	11%
Intersection-Related	42%	32%	10%
Red Light/Stop Sign Running	34%	12%	22%
Speed-Related	32%	33%	-1%
Impaired Driving	23%	18%	5%
Unrestrained Persons	18%	17%	1%
Vulnerable Road Users	16%	13%	3%
Distracted Driving	12%	15%	-3%

Key takeaways when comparing Midland to Texas are the following:

1) Red light and stop sign running is a unique safety challenge in Midland.
2) Even though distracted driving is less common in Midland, impaired driving is more common compared to the state average.
3) Lane departure, intersection-related, and speed-related crashes remain an issue in Midland.

Part III of the report details systemic recommendations, in addition to policies and programs to improve safety throughout Midland. These recommendations and countermeasures are organized by these safety emphasis areas and detail how the City of Midland can achieve Vision Zero, along with Texas.

Equity & Safety in Midland

Underserved communities were identified through data acquired from USDOT's ETC Explorer. The crash history analysis considered equity and disadvantaged areas of the City of Midland to better improve historically underserved parts of the community. The analysis included population characteristics for five categories:

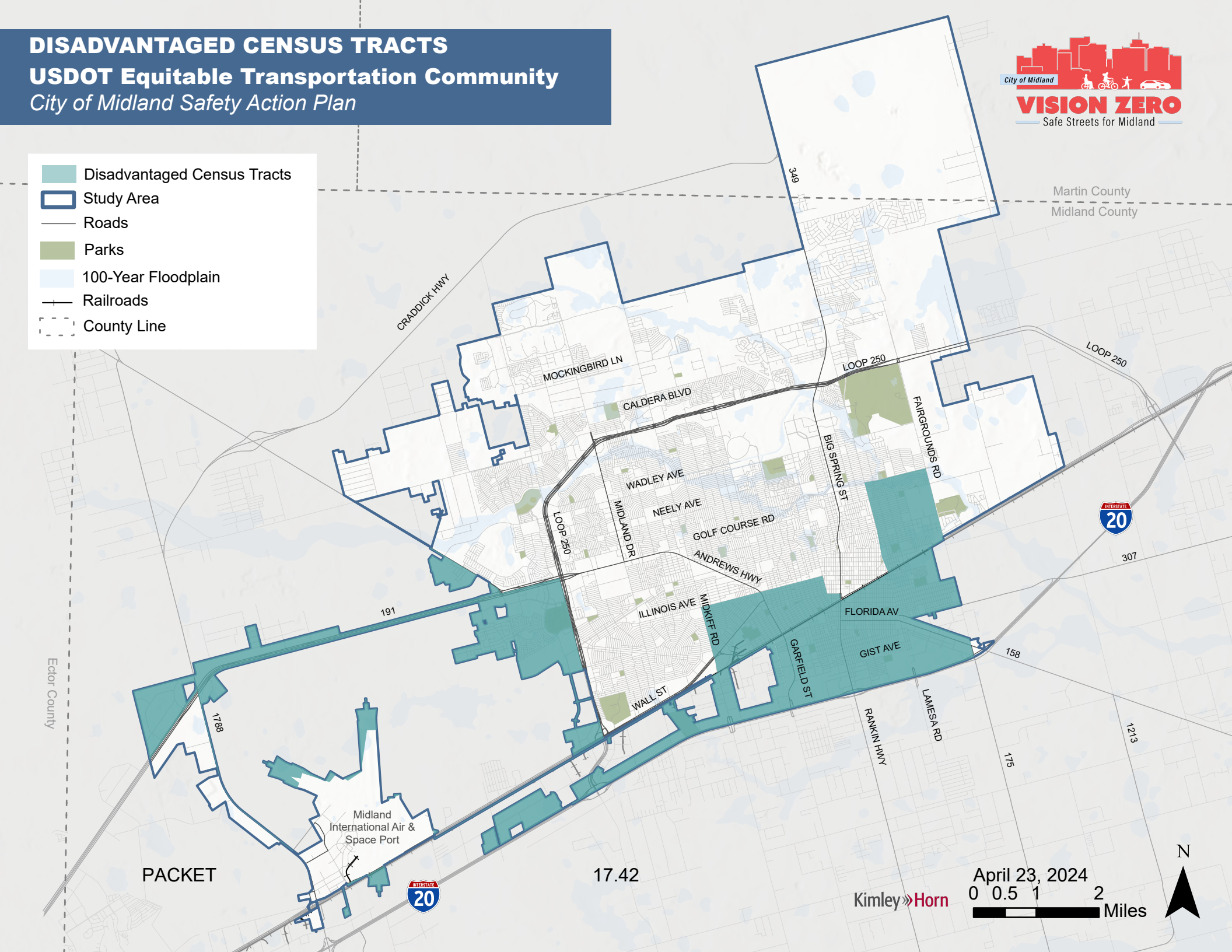
1) Transportation Insecurity
2) Environmental Burden
3) Social Vulnerability
4) Health Vulnerability
5) Climate and Disaster Risk Burden

The five components are scored, summed, and the resulting percentiles are ranked to create the final index score. USDOT considers a census tract experiencing disadvantage if the overall score places it at 65% or higher than all US census tracts.

Disadvantaged Census Tracts

The census tracts within the City of Midland that are considered disadvantaged are primarily located on the west and south sections of the City. These disadvantaged areas run along SH 191 toward the west, the areas just north of IH-20, and neighborhoods near Front Street. The northern and central parts of Midland are not considered as such. Exhibit 5 on Page 40 displays the disadvantaged census tracts from the USDOT data.

DISADVANTAGED CENSUS TRACTS
USDOT Equitable Transportation Community
City of Midland Safety Action Plan



Disadvantaged Crash History vs. Citywide

Approximately 22% of the City of Midland's population lives in disadvantaged census tracts. There were 129 total KA crashes in disadvantaged census tracts over the last five years (2018-2022), representing approximately 38% of all KA crashes observed in the City over the same period. Additionally, over the last five years, 20 of the 49 total bicycle and pedestrian KA crashes were in disadvantaged areas (41%).

Throughout the City of Midland, 2.2% of all crashes are KAs, whereas in disadvantaged census tracts, this number is 3.2% (Table 5). Overall, this data supports the nationwide trend that fatal and severe crashes are more frequent in disadvantaged areas.

Table 5: Citywide vs Disadvantaged Crash Severity

Crash Severity	Citywide	Disadvantaged	Difference
K - FATAL INJURY	0.4%	0.7%	0.3%
A - SUSPECTED SERIOUS INJURY	1.8%	2.5%	0.7%
B - SUSPECTED MINOR INJURY	10.3%	10.8%	0.5%
C - POSSIBLE INJURY	15.7%	15.0%	-0.7%
N - NOT INJURED	66.4%	64.1%	-2.3%
99 - UNKNOWN	5.4%	6.8%	1.5%

For bicycle and pedestrian crashes in the City of Midland, approximately 32% are KA crashes, whereas in disadvantaged census tracts, 37% of all bicycle and pedestrian crashes are KA (Table 6 on page 42). Again, this follows the vehicle trend that fatal and severe crashes involving a bicycle or pedestrian are more frequent in disadvantaged areas.

Table 6: Citywide vs Disadvantaged Crash Severity – Bicycle & Pedestrians

Crash Severity	Citywide	Disadvantaged	Difference
K - FATAL INJURY	10.5%	11.1%	0.7%
A - SUSPECTED SERIOUS INJURY	21.6%	25.9%	4.4%
B - SUSPECTED MINOR INJURY	42.5%	35.2%	-7.3%
C - POSSIBLE INJURY	17.0%	18.5%	1.5%
N - NOT INJURED	8.5%	9.3%	0.8%
99 - UNKNOWN	0.0%	0.0%	0.0%

Chapter 4. High-Injury Network

A high-injury network is a network of roads, intersections, or other transportation infrastructure, that has a higher-than-average rate of crashes resulting in injuries or fatalities. This network is determined by traffic crash data, considering factors such as crash frequency and severity. The HIN should be utilized to set future transportation projects and be priorities for the City.

Identifying and prioritizing facilities within the HIN is a crucial step in enhancing road safety to reduce fatal and severe crashes. This is the initial step in the data analysis process to determine safety countermeasures across the network.

Critical Crash Rate Method

The Federal Highway Administration (FHWA) outlines methods to calculate crash rates to prioritize locations where safety improvements are most needed. Outlined in the Highway Safety Manual, Section 4.4.4.5 on Page 4-41, the critical crash rate method identifies crash hotspots by comparing the observed crash rate at a roadway segment to the expected crash rate based on similar functional classification and traffic volumes. If the observed crash rate exceeds the expected crash rate, the roadway segment is considered to have a critical crash rate and is considered for the HIN.

An ArcGIS Pro model was created to calculate the critical crash rate and supporting calculations for each roadway segment in the city. The model assigns crashes to an adjacent segment and performs the calculations in the order outlined by the FHWA. The following section outlines the process used in the calculation of the critical crash rate using fatal and severe crashes from the previous five years (2018-2022) in the City of Midland.

Critical Crash Rate Calculation

The critical crash rate was calculated for each road segment in the City of Midland in the following three steps:

1) Assigning Data to Road Segments
2) Calculate Variables of Critical Crash Rate
3) Calculate Critical Crash Rate Ratio

Assigning Data to Road Segments

Three data inputs are needed to calculate the critical crash rate: functional classification, daily traffic volumes, and crash counts. Higher traffic volumes, more travel lanes, and even higher speed limits can inflate crash rates along road segments. The critical crash rate

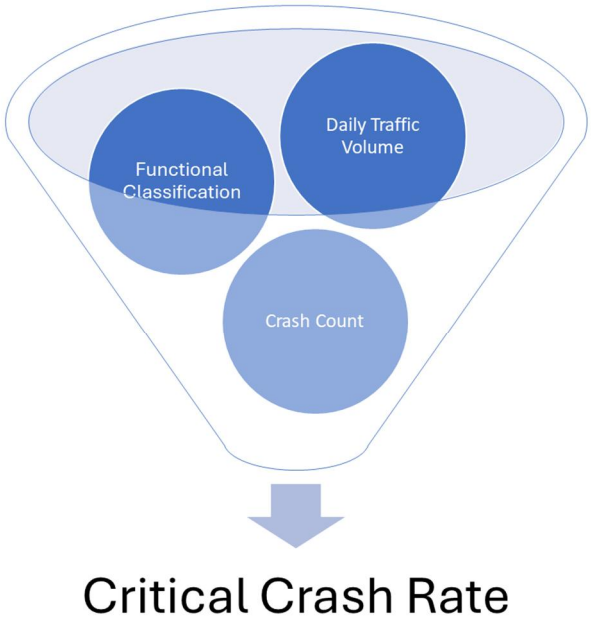
compares road segments that have the same functional classification and normalizes the daily traffic volumes to calculate crashes at a more even level to like designed roadways.

Calculate Variables of Critical Crash Rate

Following the equations detailed in the FHWA's *Highway Safety Manual*, the variables of the critical crash rate were calculated. The observed crash rate is the existing KA crashes at each road segment per 100 million vehicle-miles traveled. The expected average crash rate per 100 million vehicle-miles traveled for each was also calculated, which normalizes the daily volumes for each functional class. Local roads are compared to local roads and so forth with each roadway classification in the City of Midland.

Figure 12 displays the data inputs in the calculation of the critical crash rate.

Figure 12: HIN Data Inputs

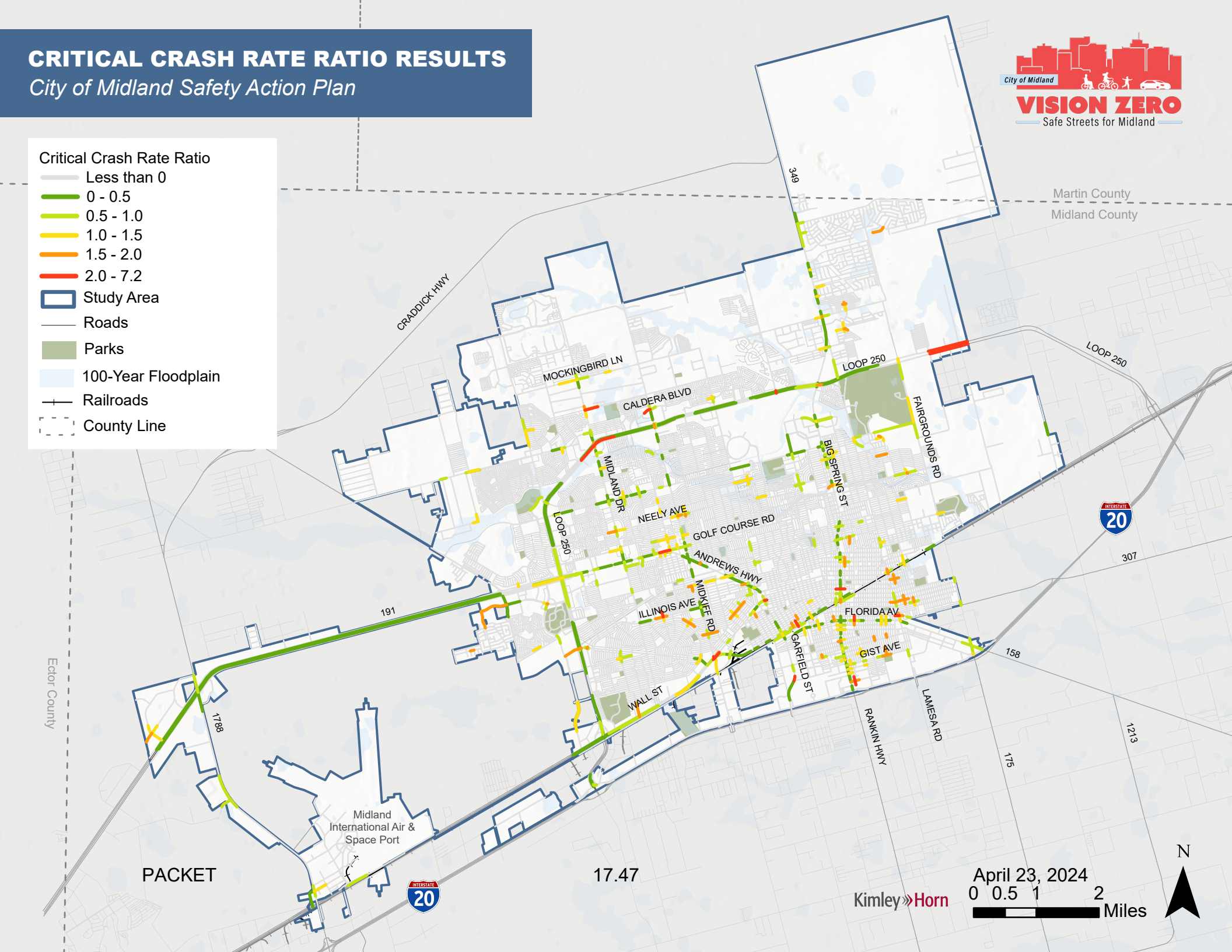


Calculate Critical Crash Rate Ratio

To compare the observed and expected crash rates, a ration is calculated to understand the magnitude of difference. If the ratio is greater than 1, or if the observed crash rate is higher than the expected crash rate, then the road segment's crash history was higher than other road segments of the same functional classification. Any segments with a ratio of 1 or greater were flagged as potential HIN segments. The ratio results are summarized in Exhibit 6 on Page 47.

CRITICAL CRASH RATE RATIO RESULTS

City of Midland Safety Action Plan



HIN Development and Results

The process to select segments for the HIN is a data-driven effort combined with a qualitative refinement to the model results. The goal of the HIN is to maximize the total KA crashes and bicycle/pedestrian KA crashes on the smallest amount of City roads.

To refine and clean the model results, one-crash segments that resulted in a greater than 1.0 ratio were removed to prioritize locations with a higher sever crash history. The segments remained that observed more than one KA crash within the last five years and had a higher than the expected crash rate. KA crashes didn't occur at every road segment; however, the influence area of the crash typically bleeds over to adjacent segments. With the aim of creating a coherent and contiguous HIN, gaps between high crash segments were filled.

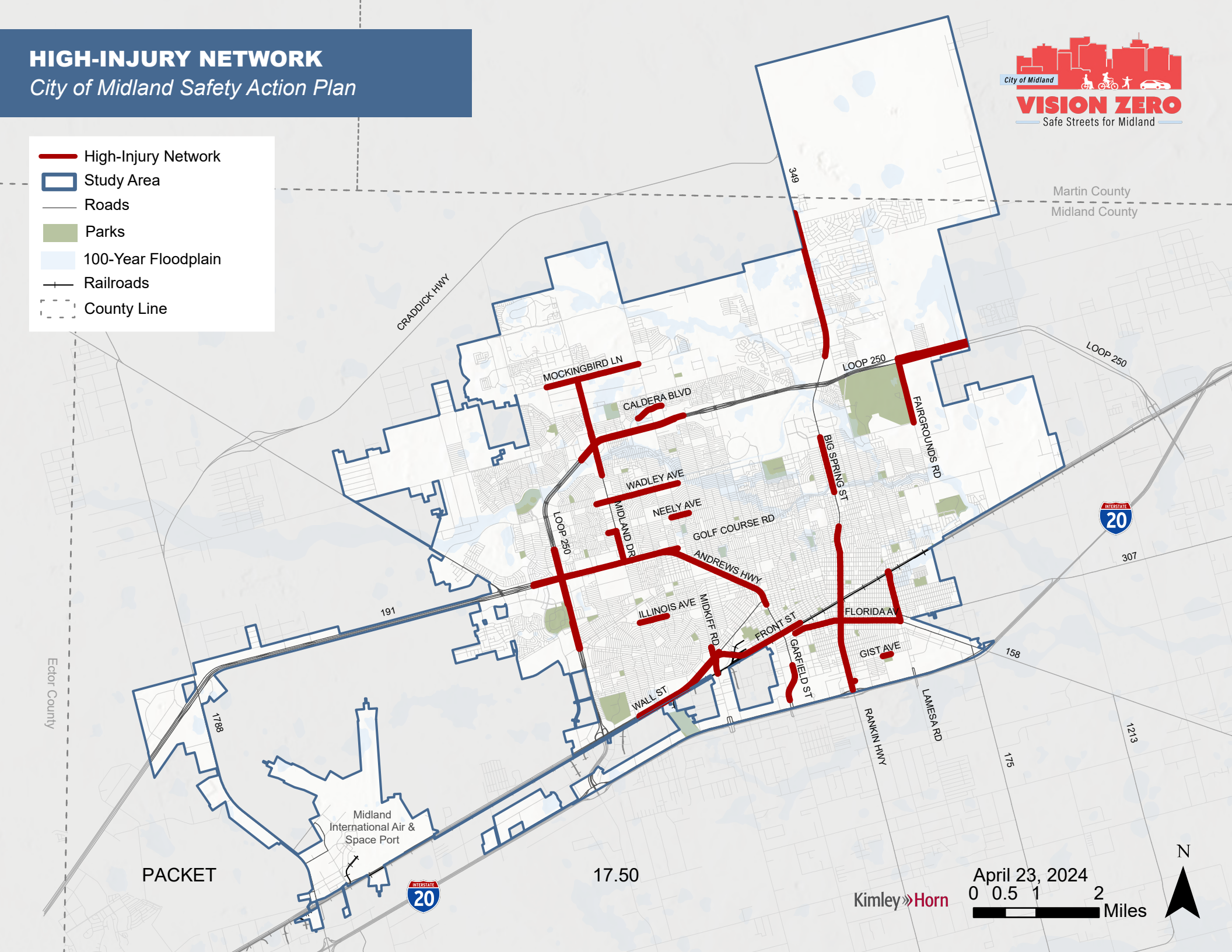
After calculating the critical crash rate ratios and additional data refinement, the analysis results in the City of Midland HIN. The HIN consists of 4% of the total City road network, while also capturing 52% of KA crashes, 58% of K crashes, and 55% of bicycle and pedestrian KA crashes.

A summary of all the HIN segments is shown in Table 7 and a map of Midland's High-Injury Network is shown in Exhibit 7 on Page 50.

Table 7: High-Injury Network Segments

HIN Segment	Limits		Length (mi)	Crashes			Daily Volume
	From	To		K	A	Total KAs	
SH 158/SH 191	Hereford Blvd	Missouri Ave	4.50	7	27	34	67,900
Loop 250	Fairground Rd	City Limits	1.15	3	2	5	15,500
Loop 250	1,700' W of Midland Dr	2,600' E of Midkiff Rd	1.75	3	11	14	44,000
Caldera Blvd	Crista Ln	Billingsley Blvd	0.44	2	0	2	2,000
Wall St	Eisenhower Rd	Front St	3.31	1	14	15	32,500
Garfield St	IH-20 Off-Ramp	Francis Ave	0.59	1	4	5	6,700
Midland Dr	Mockingbird Ln	Fairbanks Dr	1.79	1	11	12	41,300
Illinois Ave	Midland Dr	Oxford St	0.45	0	4	4	12,900
Longview Ave	Rankin Hwy	Belmont St	0.07	0	3	3	2,000
Lamesa Rd	BUS 20	Florida Ave	0.88	2	4	6	12,800
Gist Ave	Terrell St	Marshall St	0.14	1	2	3	2,100
Neely Ave	Rees Ln	Midland Dr	0.13	3	0	3	3,900
Big Spring St	IH-20	Nobles Ave	2.67	8	18	26	64,700
Neely Ave	Terrace Ave	Whitney Dr	0.29	1	2	3	2,600

HIN Segment	Limits		Length (mi)	Crashes			Daily Volume
	From	To		K	A	Total KAs	
Mockingbird Ln	Oriole Dr	N Midkiff Rd	1.51	1	2	3	2,600
Midkiff Rd	Wall St	IH-20	0.26	2	3	5	11,900
Front St	Wall St	K St	1.52	4	13	17	18,900
Fairgrounds Rd	Loop 250	CR 72	1.31	0	4	4	4,300
Midland Dr	Neely Ave	SH 158	0.51	1	5	6	40,700
Big Spring St	Humble Ave	Fiesta Ave	0.90	1	4	5	72,600
Florida Ave	L St	Lamesa Rd	1.69	2	7	9	35,800
Loop 250	2,500' N of SH 158/ SH 191	Thomason Dr	1.48	1	8	9	26,500
Big Spring St	Hollyberry Ln	Badland Blvd	2.34	0	7	7	37,300
Wadley Ave	Mark Ln	Cord Dr	1.34	1	3	4	21,400


HIGH-INJURY NETWORK
City of Midland Safety Action Plan
City of Midland
VISION ZERO
Safe Streets for Midland
High-Injury Network
Study Area
Roads
Parks
100-Year Floodplain
Railroads
County Line
Martin County
Midland County
Ector County
CRADDICK HWY
MOCKINGBIRD LN
CALDERA BLVD
LOOP 250
WADLEY AVE
NEELY AVE
GOLF COURSE RD
ANDREWS HWY
MIDLAND DR
BIG SPRING ST
FAIRGROUNDS RD
ILLINOIS AVE
MIDKIFF RD
FRONT ST
FLORIDA AV
GIST AVE
GARFIELD ST
WALL ST
RANKIN HWY
LAMESA RD
Midland International Air & Space Port
INTERSTATE 20
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Kimley»Horn
April 23, 2024

Part III: Vision Zero Action Plan

Introduction

Part III details countermeasures and recommendations for study corridors and systemic improvements as part of the Vision Zero Action Plan. This includes policies, programs, and various strategies and actions that provide improvements for specific safety emphasis areas in the City of Midland.

PART III: VISION ZERO ACTION PLAN

• Chapter 5: Countermeasures
  o Targeted Recommendations
  o Systemic Recommendations
• Chapter 6: Policies & Programs
  o Roadway & Lane Departures
  o Speed-Related
  o Intersection-Related
  o Distracted Driving
  o Impaired Driving
  o Unrestrained Driving
  o Vulnerable Road Users
• Chapter 7: Implementation Plan
  o Vision Zero Implementation Matrix

Chapter 5. Countermeasures

This chapter details the five study corridors identified by the HIN and VZTF along with their respective targeted recommendations and countermeasures. Targeted recommendations at study corridors provide detailed and crafted recommendations for specific areas of Midland that have varying crash history, road geometry, intersection control, and land use context. Additionally, systemic recommendations are organized by safety emphasis area and provide a countermeasure toolbox to make citywide improvements.

Targeted Recommendations

To select projects and recommendation that would improve safety, in-field observations were made to understand existing conditions and crash locations. A memorandum with in-depth observations, field photos, and preliminary recommendations can be referenced in Appendix Item C.

The following section summarizes the crash history and highlights corridor and intersection-level recommendations for each of the five selected study corridors.

Study Corridors

Five road segments on the High-Injury Network were selected as priority corridors to make targeted recommendations that improve safety on the City's most unsafe corridors today. The highest priority study corridors were selected with input from City staff and scored based on equity, engagement, and feasibility. The criteria for scoring each road segment were the following:

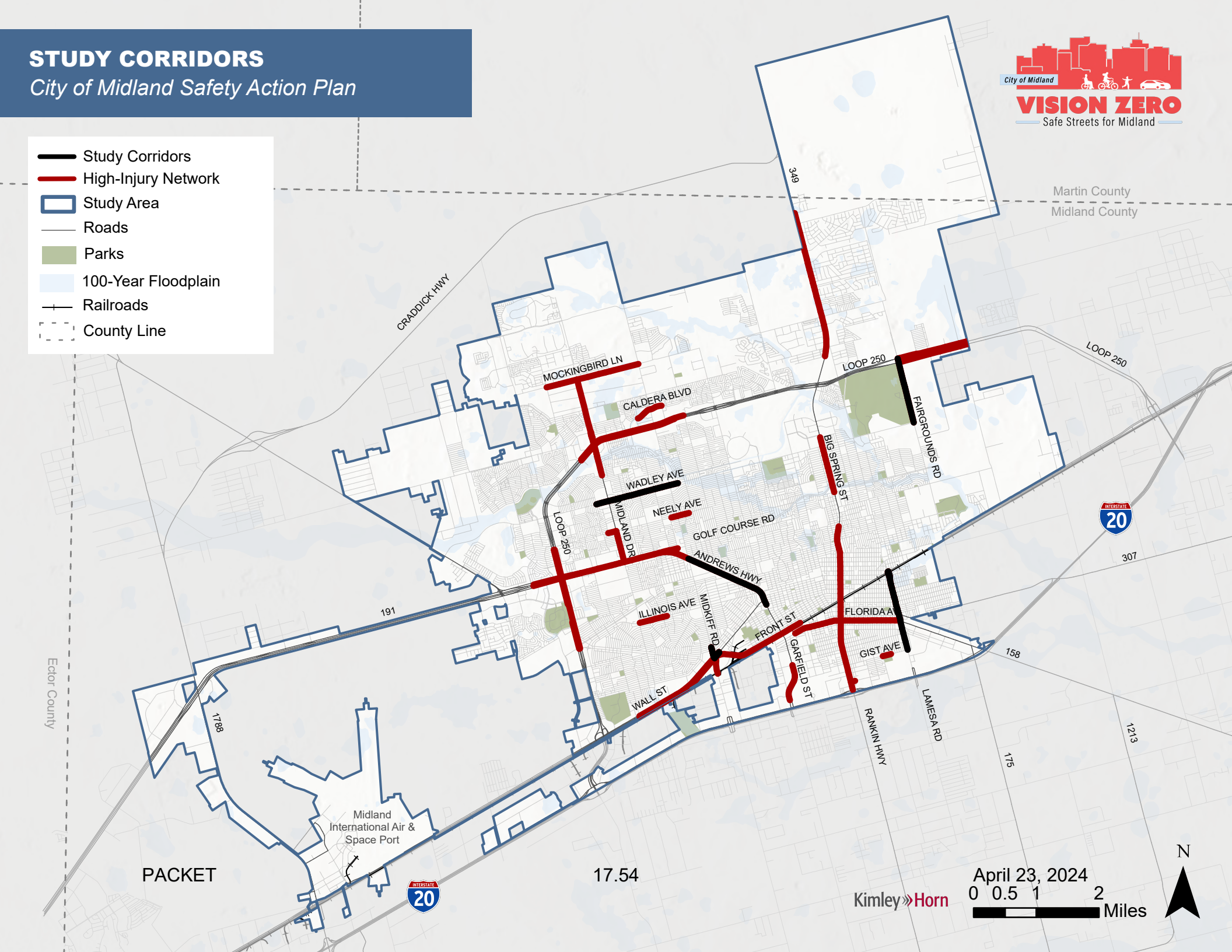
1) Equity
   - Disadvantaged Areas (USDOT ETC Explorer)
   - Transportation Disadvantaged Areas (USDOT ETC Explorer)
2) Engagement
   - *Social Pinpoint* Map Survey Comments
   - Task Force Comments (from Meeting 2)
   - Task Force Selection (from Meeting 3)
3) Feasibility
   - Current City Projects
   - TxDOT On/Off System

In coordination with City Staff, the five study corridors selected for targeted recommendations are outlined in Table 8. The study corridors add up to 5.84 miles of

roadway and capture 29 KA crashes within their limits. Each are spread between various parts of the City of Midland and are located near multiple land use contexts.

Table 8: Study Corridors

Study Corridor	Limits		Length (mi)	Crashes			Daily Volume
	From	To		K	A	Total KAs	
1. Wadley Avenue	Mark Ln	Cord Dr	1.34	1	3	4	21,400
2. Fairgrounds Road	Loop 250	CR 72	1.31	0	4	4	4,300
3. Andrews Highway	Midkiff Rd	Missouri Ave	1.49	1	8	9	67,900
4. Lamesa Road	BUS 20	Florida Ave	1.40	2	4	6	12,800
5. Midkiff Road - Wall Street	Williams St	Front St	0.30	2	4	6	32,500
		Total	5.84	6	23	29	


STUDY CORRIDORS
City of Midland Safety Action Plan
Study Corridors
High-Injury Network
Study Area
Roads
Parks
100-Year Floodplain
Railroads
County Line
City of Midland
VISION ZERO
Safe Streets for Midland
Martin County
Midland County
Ector County
CRADDICK HWY
MOCKINGBIRD LN
CALDERA BLVD
LOOP 250
WADLEY AVE
NEELY AVE
GOLF COURSE RD
ANDREWS HWY
MIDLAND DR
BIG SPRING ST
FAIRGROUNDS RD
ILLINOIS AVE
MIDKIFF RD
FRONT ST
FLORIDA AVE
GIST AVE
GARFIELD ST
WALL ST
RANKIN HWY
LAMESA RD
Midland International Air & Space Port
INTERSTATE 20
349
191
1788
307
158
175
1213
PACKET
17.54
April 23, 2024
Kimley»Horn
0 0.5 1 2
Miles
N

Corridor 1: Wadley Avenue, From Mark Lane to Cord Drive

Context

The section of Wadley Avenue from Mark Lane to Cord Drive is 1.34 miles in length and is located in northwest Midland. The adjacent area is a mixture of residential and commercial land uses, with a school along the corridor. This roadway section has a posted speed of 40 mph and a volume of 21,400 vehicles per day. Wadley Avenue is a seven-lane undivided facility in this section, with six travel lanes and a center turn lane.

Crash History

There were 411 total crashes on this section of Wadley Avenue between 2018-2022. Of these total crashes, 4 were KAs. Additionally, 2 crashes involved bicycles or pedestrians, resulting in 1 KA. Key takeaways for crash trends along this section of Wadley Avenue were the following:

- 204 of the 411 total crashes were intersection-related (50%), which included 2 of the 4 KA crashes (50%)
- The top manner of collision was rear end crashes, which contributed to 77 of the 411 total crashes (19%)
- The top contributing factor was speeding related crashes, which contributed to 82 of the 411 total crashes (20%)

A full summary of crash history at Wadley Avenue is found in Exhibit 9 on Page 58.

Corridor Recommendations

To reduce turning movement conflicts, it is recommended to reconstruct Wadley Avenue with new access management measures and put the storm drain system below ground when feasible. In the short term, it is recommended to update sidewalks with a buffer to the roadway and restripe all lane pavement markings. With the updated access management, it is recommended to keep full access at the following intersections:

- Mark Lane
- Nelson Road
- Greenbriar Drive
- Wedgwood Street
- Godfrey Street
- Jordan Avenue
- Tarleton Street
- Maxwell Drive
- Midkiff Road

In addition, it is recommended to install hooded left-turn lanes at each of the following intersections or site driveways:

- Bush's Chicken site drive
- Albertson's site drive
- Trinity School
- Providence Drive

Intersection Recommendations

It is recommended at all signalized intersections along the corridor to install high-visibility pedestrian crosswalks. In addition, it is recommended to install pedestrian signal head, crossing signs, and push buttons for all vulnerable road users to cross at signalized intersections.

Visibility and detection at signalized intersection are recommended to be improved by installing retroreflective backplates on signal heads and updating vehicle detection to radar detection.

Midland Drive

It is recommended to reevaluate the signal timing at the intersection for dilemma zones to provide sufficient yellow and all red intervals for vehicles. Additionally, it is recommended to repave sidewalk and pedestrian area at the intersection due to poor pavement conditions.

Godfrey Street

It is recommended to install and update pedestrian push buttons at the intersection to improve conditions for vulnerable road users to cross Wadley Avenue. Exhibit 10 on page 57 summarizes all recommendations and countermeasures for Wadley Avenue.

Table 9 on page 55 summarizes the recommended CMFs and anticipated benefits for crash prevention over a 20-year horizon for Wadley Avenue. Exhibit 10 on page 57 summarizes all recommendations and countermeasures for Wadley Avenue.

Table 9: Countermeasure Application Results for Wadley Avenue

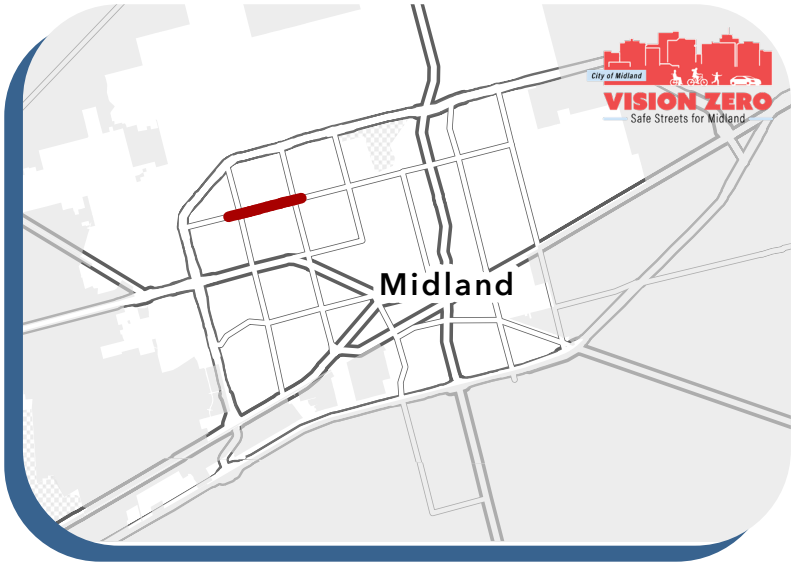
ID	Location	Recommendation	Countermeasure	CMF	Crash Type	Total Crashes Reduced over 20-Year Period
C.1.1	Signalized Intersections	Install or update pedestrian crosswalks	Implement Systemic Signing and Visibility Improvements at Signalized Intersections	0.732	All	160
C.2.1	Signalized Intersections	Install pedestrian signal heads, crossing signs, and push buttons				
C.3.1	Signalized Intersections	Update vehicle detection to radar detection	Improve Signal Timing	0.85	All	90
C.4.1	Signalized Intersections	Install reflective backplates at signal heads	Add 3-Inch Yellow Reflective Sheeting to Signal Backplates	0.85	All	90
1.1	Corridor	Install median	Install Raised Median	0.29	All	881
1.2	Corridor	Reconstruct sidewalk with buffer	Install Sidewalk	0.598	Vehicle/ Pedestrian	4
1.3	Corridor	Restripe pavement markings	Upgrade Intersection Pavement Markings	0.75	All	310
1.B.1	Midland Drive	Reevaluate signal timing for dilemma zones	Increase Yellow Interval and All Red Interval	0.99	All	1

CORRIDOR 1: WADLEY AVE CRASH HISTORY

From Mark Ln to Cord Dr

411 CRASHES **4** KAs | **40** MPH | **21,400** VEH PER DAY

PRINCIPAL ARTERIAL | **7** LANE UNDIVIDED SECTION



Top Crash Attributes

Intersection-Related
204 Crashes (50%)
2 KAs (50%)

Vulnerable Road Users
2 Crashes (5%)
1 KA (25%)

Nighttime Crashes
73 Crashes (18%)
1 KA (25%)

Rear End Crashes
77 Crashes (19%)
0 KAs (0%)

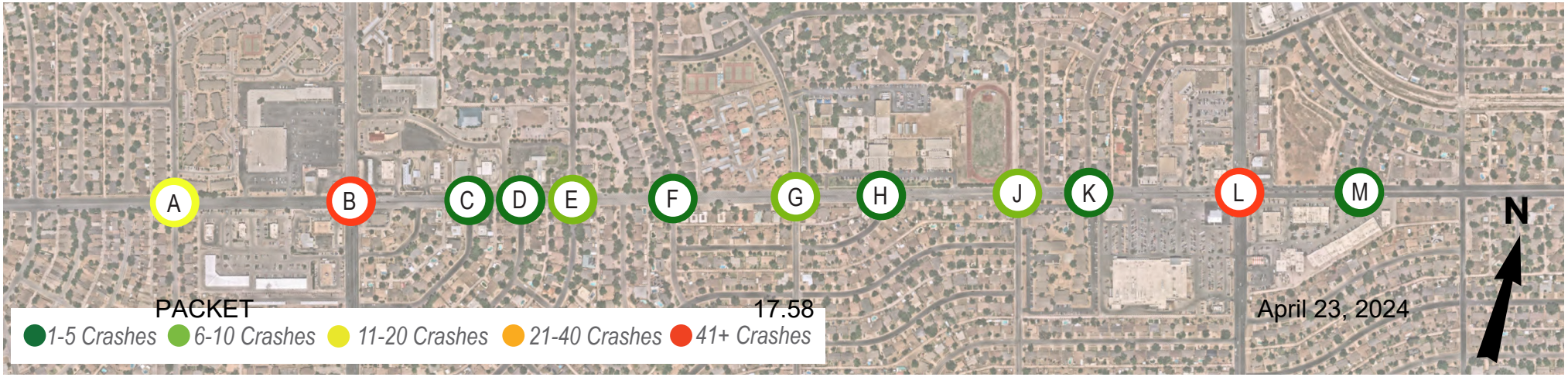
Angle - Both Going Straight
75 Crashes (18%)
2 KAs (50%)

Speeding
82 Crashes (20%)
1 KA (25%)

Failed to Yield ROW - Private Drive
63 Crashes (15%)
1 KA (25%)

Alcohol-Related
12 Crashes (3%)
2 KAs (50%)

Crash Density by Intersection



CORRIDOR 1: WADLEY AVE RECOMMENDATIONS

From Mark Ln to Cord Dr

City of Midland
VISION ZERO
Safe Streets for Midland

CORRIDOR-WIDE

- Access Management
- Buffered Sidewalk
- Pavement Markings

- A
- B: Reflective Backplates; Signal Timing
- C: Crosswalk and Pedestrian Signals; Radar Detection
- D: Close Full Access
- E
- F: Crosswalk and Pedestrian Signals; Reflective Backplates
- G: Radar Detection
- H
- J
- K: Hooded Left-Turn
- L: Reflective Backplates; Crosswalk and Pedestrian Signals; Radar Detection
- M: Close Full Access

Corridor 2: Fairgrounds Road, From Loop 250 to Wadley Avenue

Context

This section of Fairgrounds Road is 1.31 miles in length and is in northeast Midland. The area adjacent to the study corridor is primarily undeveloped but does have a couple of businesses, including a golf course to the west. It has a posted speed limit of 40 mph, which increases to 55 mph through most of its limits and has a traffic volume of 4,300 vehicles per day. Fairgrounds Road is a five-lane undivided roadway with a center turn lane. A future high school site is anticipated to be constructed just south of Wadley Avenue along Fairgrounds Road.

Crash History

There were 69 total crashes on this section of Fairgrounds Road between 2018-2022. Of these total crashes, 4 were KAs with no fatalities. Key takeaways for crash trends along this section of Fairgrounds Road were the following:

- 62 of the 69 total crashes were intersection-related (90%), which included 2 of the 4 KA crashes (50%)
- The top manner of collision was rear end crashes, which contributed to 37 of the 69 total crashes (54%)
- The top contributing factor was 'Failed to yield ROW at a stop sign', which contributed to 22 of the 69 total crashes (32%)

A full summary of crash history at Fairgrounds Road is found in Exhibit 11 on Page 631.

Corridor Recommendations

To reduce speeds and potential head-on collisions, it is recommended to install access management measures with added illumination along the corridor. It is also recommended to install dynamic speed feedback signs midway between Loop 250 and Wadley Avenue to help reduce speeding along the corridor.

Intersection Recommendations

It is recommended at all signalized intersections along the corridor to install high-visibility pedestrian crosswalks or refresh the existing pavement markings. In addition, it is recommended to install pedestrian signal head, crossing signs, and push buttons for all vulnerable road users to cross at signalized intersections.

Visibility and detection at signalized intersection are recommended to be improved by installing retroreflective backplates on signal heads and updating vehicle detection to radar detection.

Wadley Avenue

It is recommended to refresh the existing pedestrian crosswalk striping to better highlight pedestrian paths at each leg of the intersection.

Table 10 on page 60 summarizes the recommended CMFs and anticipated benefits for crash prevention over a 20-year horizon for Fairgrounds Road. Exhibit 12 on page 62 summarizes all recommendations and countermeasures for Fairgrounds Road.

Table 10: Countermeasure Application Results for Fairgrounds Road

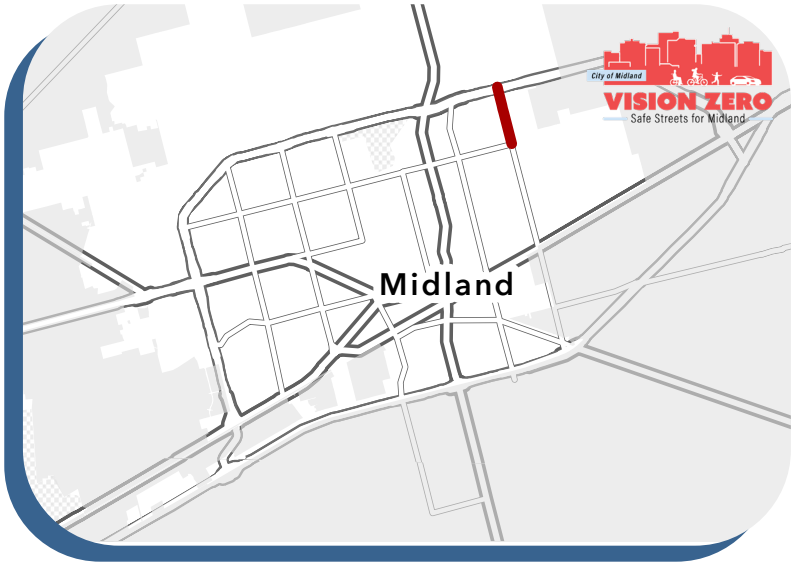
ID	Location	Recommendation	Countermeasure	CMF	Crash Type	Total Crashes Reduced over 20-Year Period
C.1.2	Signalized Intersections	Install or update pedestrian crosswalks	Implement Systemic Signing and Visibility Improvements at Signalized Intersections	0.732	All	72
C.2.2	Signalized Intersections	Install pedestrian signal heads, crossing signs, and push buttons				
C.3.2	Signalized Intersections	Update vehicle detection to radar detection	Improve Signal Timing	0.85	All	41
C.4.2	Signalized Intersections	Install reflective backplates at signal heads	Add 3-Inch Yellow Reflective Sheeting to Signal Backplates	0.85	All	41
2.1	Corridor	Add illumination	Install Lighting	0.68	All	81
2.2	Corridor	Install median	Install Raised Median	0.29	All	179
2.3	Corridor	Install speed feedback signs	Install Dynamic Speed Feedback Sign	0.95	All	13

CORRIDOR 2: FAIRGROUNDS RD CRASH HISTORY

From Loop 250 to CR 72

69 CRASHES **4** KAs | **40-55** MPH | **4,300** VEH PER DAY

PRINCIPAL ARTERIAL | **5** LANE UNDIVIDED SECTION



Top Crash Attributes

Intersection-Related
62 Crashes (90%)
2 KAs (50%)

Vulnerable Road Users
0 Crashes (0%)
0 KAs (0%)

Nighttime Crashes
11 Crashes (16%)
2 KAs (50%)

Same Direction - One Straight - One Stopped
13 Crashes (19%)
0 KAs (0%)

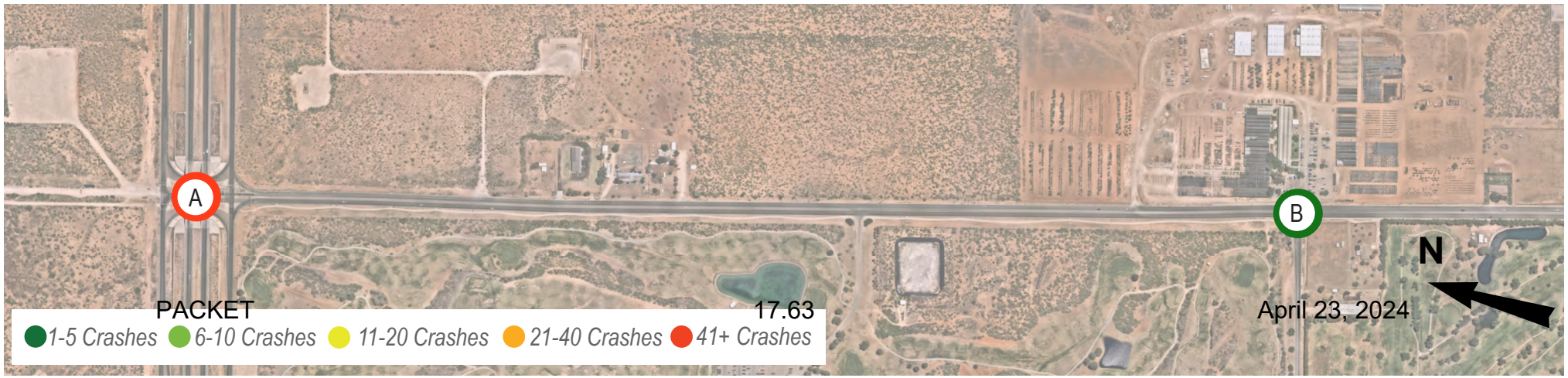
Angle - Both Going Straight
37 Crashes (54%)
1 KA (25%)

Failed to Yield ROW - Stop Sign
22 Crashes (32%)
1 KA (25%)

Failed to Control Speed
11 Crashes (16%)
0 KAs (0%)

One Vehicle - Going Straight
8 Crashes (12%)
2 KAs (50%)

Crash Density by Intersection



CORRIDOR 2: FAIRGROUNDS RD RECOMMENDATIONS

From Loop 250 to Wadley Ave

City of Midland
VISION ZERO
Safe Streets for Midland

CORRIDOR-WIDE

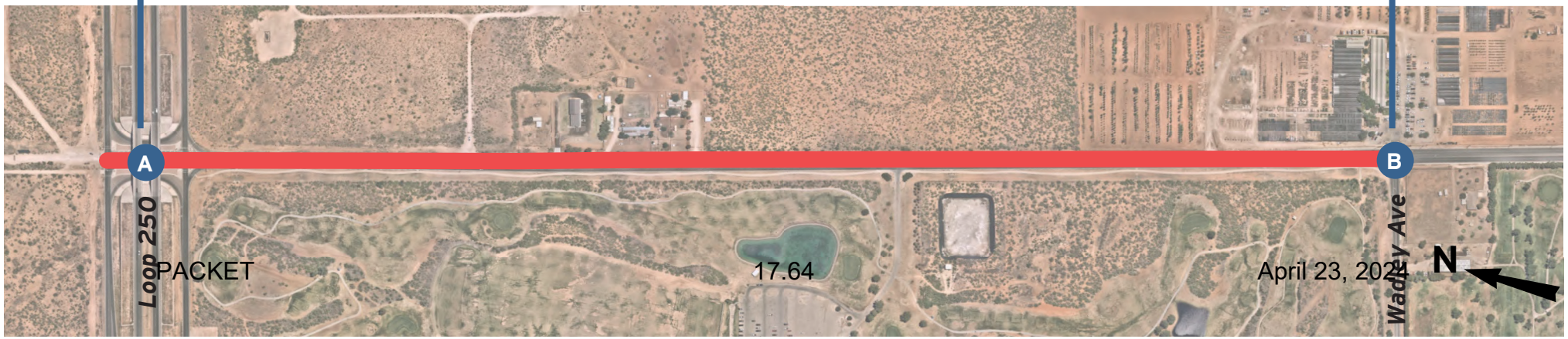
- Illumination
- Access Management
- Speed Feedback Signs (YOUR SPEED 60)

A

- Radar Detection
- Reflective Backplates
- Crosswalk and Pedestrian Signals

B

- Reflective Backplates
- Crosswalk and Pedestrian Signals
- Radar Detection



Corridor 3: Andrews Highway, From Midkiff Road to Missouri Avenue

Context

This section of Andrews Highway is 1.49 miles in length and is in central Midland. The adjacent land use is primarily commercial developments, including office, retail, and restaurants. It has a posted speed limit that varies between 30 and 40 mph and traffic volumes of 67,900 vehicles per day. Andrews Highway is a seven-lane undivided roadway with a center turn lane.

Crash History

There were 649 total crashes on this section of Andrews Highway between 2018-2022. Of these total crashes, 9 were KAs with one fatality. Key takeaways for crash trends along this section of Andrews Highway were the following:

- 364 of the 649 total crashes were intersection-related (56%), which included 8 of the 9 KA crashes (89%)
- The top manner of collision was 'Rear end crashes', which contributed to 146 of the 649 total crashes (22%)
- The top contributing factor was 'Speeding-related crashes', which contributed to 110 of the 649 total crashes (17%)

A full summary of crash history at Andrews Highway is found in Exhibit 13 on Page 70.

Corridor Recommendations

It is recommended to restripe all lane pavement markings throughout the corridor to enhance visibility and driver compliance to travel lanes. It is also recommended to update single pole signals with conventional signal poles that are constructed with mast arms at a 90-degree angle to each leg of the intersection. This provides an improved visual angle to drivers and reduces confusion of which approach is permitted to enter the intersection.

Additionally, to reduce turning movement conflicts at various commercial site drives, it is recommended to provide access management between Illinois Avenue and Missouri Avenue along the corridor.

Intersection Recommendations

It is recommended at all signalized intersections along the corridor to install or update to high-visibility pedestrian crosswalks. In addition, it is recommended to install pedestrian signal heads, crossing signs, and push buttons for all users to cross at signalized intersections.

Visibility and detection at signalized intersection are recommended to be improved by installing retroreflective backplates on signal heads and updating vehicle detection to radar detection.

Midkiff Road

It is recommended to restripe the stop bars at the intersection to behind the pedestrian ramp and intended pedestrian crossing path.

Cessna Drive

Dual hooded left turn lanes into Cessna Drive and the McDonald's site drive are recommended to aid in reducing turning movement conflicts. Additionally, it is recommended to provide access management at this location.

Kansas Avenue

In order to improve sight distance at the intersection, it is recommended to trim vegetation at the intersection at the north and south legs. Additionally, it is recommended to restripe the stop bar forward, to provide additional sight distance with the skewed angle with Andrews Highway and also reconfigure the pedestrian ramp to be in front of the stop bar.

Due to high volumes on Andrews Highway and limited sight distance, it is also recommended to conduct a traffic signal warrant analysis at the intersection.

Dodson Street

The intersection operates with five legs, and, in order to improve driver compliance to correct operating directions, it is recommended to stripe directional arrow markings at Dodson Street. It is also recommended to install a raised pedestrian island to distinguish entering and exiting lanes to Andrews Highway.

Illinois Avenue

To aid with safer vehicle turns it is recommended to provide a right turn channelization lane on Illinois Avenue. Acquiring ROW on the Northeast corner of the intersection would allow for the implementation of the right turn channelization lane and give an opportunity to increase the turning radius of the northeast corner of the intersection.

Texas Avenue

With the updated access management along Andrews Highway, it is recommended to close full access at Texas Avenue and remove the traffic signal to convert the east and west legs to right-in/right-out only approaches.

Wall Street

In order to improve sight distance through the skewed intersection, it is recommended to reconfigure the north leg of the intersection with positive left-turn offset. Upon the reconfiguration of the north leg, it is recommended to reduce the receiving lanes travelling northbound from three to two to provide only a single lane for each travel lane crossing the intersection.

Additionally, it is recommended to increase the turning radius of the northeast corner of the intersection that can help with safer vehicle turns and visual of the pedestrian crossing.

Exhibit 14 on pages 68-69 summarizes all recommendations and countermeasures along Andrews Highway. Table 11 on page 66 summarizes the recommended CMFs and anticipated benefits for crash prevention over a 20-year horizon for Andrews Highway.

Table 11: Countermeasure Application Results for Andrews Highway

ID	Location	Recommendation	Countermeasure	CMF	Crash Type	Total Crashes Reduced over 20-Year Period
C.1.3	Signalized Intersections	Install or update pedestrian crosswalks	Implement Systemic Signing and Visibility Improvements at Signalized Intersections	0.732	All	378
C.2.3	Signalized Intersections	Install pedestrian signal heads, crossing signs, and push buttons				
C.3.3	Signalized Intersections	Update vehicle detection to radar detection	Improve Signal Timing	0.85	All	212
C.4.3	Signalized Intersections	Install reflective backplates at signal heads	Add 3-Inch Yellow Reflective Sheeting to Signal Backplates	0.85	All	212
3.1	Corridor	Restripe pavement markings	Upgrade Intersection Pavement Markings (Corridor)	0.75	All	325
3.2	Corridor	Install median	Install Raised Median	0.29	All	1,207
3.C.1	Cessna Drive	Install median	Install Raised Median	0.29	All	74
3.G.1	Kansas Ave	Conduct signal warrant analysis	Install a Traffic Signal	0.61	All	32
3.G.2	Kansas Ave	Trim vegetation	Remove or Relocated Fixed Objects Outside of Clear Zone	0.62	All	31
3.K.1	Dodson Street	Install a raised pedestrian island “pork chop”	Median Treatment for Ped/Bike Safety	0.86	All	17
3.K.2	Dodson Street	Stripe directional arrow markings	Upgrade Intersection Pavement Markings	0.75	All	30

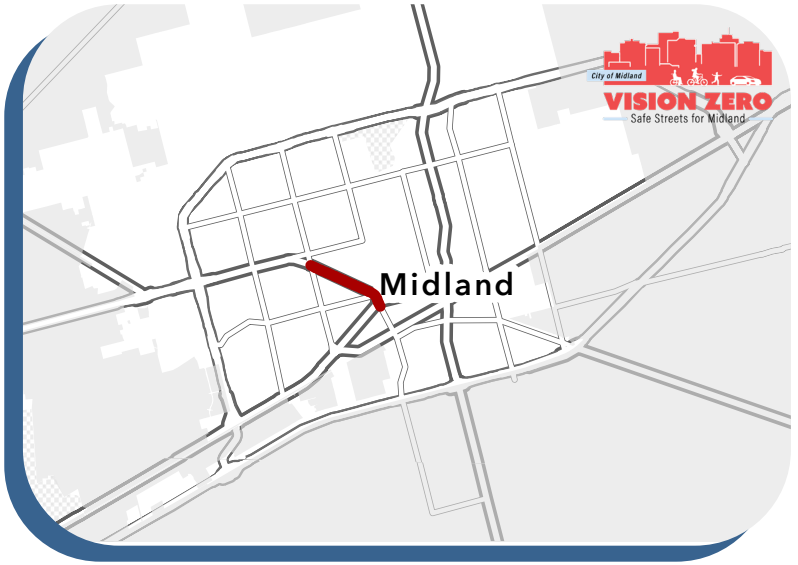
ID	Location	Recommendation	Countermeasure	CMF	Crash Type	Total Crashes Reduced over 20-Year Period
3.N.1	Wall Street	Reconfigure SB left-turn lane with positive left-turn offset	Introducing Zero or Positive Offset Left-Turn Lane on Crossing Roadway	0.74	All	11

CORRIDOR 3: ANDREWS HWY CRASH HISTORY

From Midkiff Rd to Missouri Ave

649 CRASHES **9** KAs | **30-40** MPH | **67,900** VEH PER DAY

PRINCIPAL ARTERIAL | **7** LANE UNDIVIDED SECTION



Top Crash Attributes

Intersection-Related
364 Crashes (56%)
8 KAs (89%)

Vulnerable Road Users
4 Crashes (1%)
1 KA (11%)

Nighttime Crashes
134 Crashes (21%)
6 KAs (66%)

Same Direction - One Straight - One Stopped
146 Crashes (22%)
0 KAs (0%)

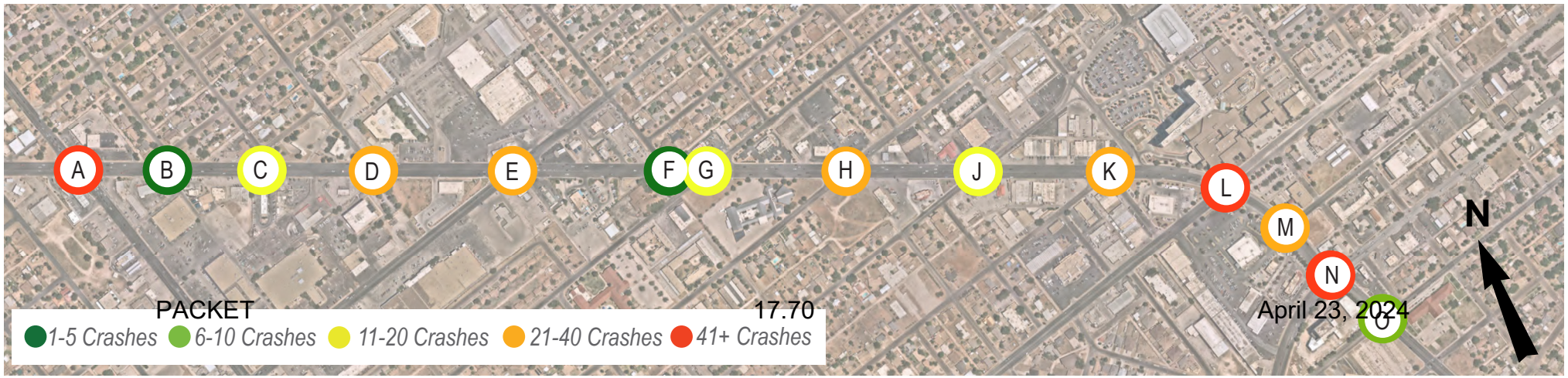
Opposite Direction - One Straight - One Left Turn
97 Crashes (15%)
2 KAs (22%)

Angle - Both Going Straight
96 Crashes (15%)
2 KAs (22%)

Failed to Control Speed
110 Crashes (17%)
0 KAs (0%)

Failed to Yield ROW - Turning Left
85 Crashes (13%)
2 KAs (22%)

Crash Density by Intersection



CORRIDOR 3: ANDREWS HWY RECOMMENDATIONS (1)

From Midkiff Rd to Missouri Ave

City of Midland
VISION ZERO
Safe Streets for Midland

CORRIDOR-WIDE

- Pavement Markings
- Traditional Signal Poles

A

- Reflective Backplates
- Signal Timing

B

- Crosswalk and Pedestrian Signals

C

- Hooded Left-Turns

D

- Reflective Backplates
- Crosswalk and Pedestrian Signals
- Radar Detection

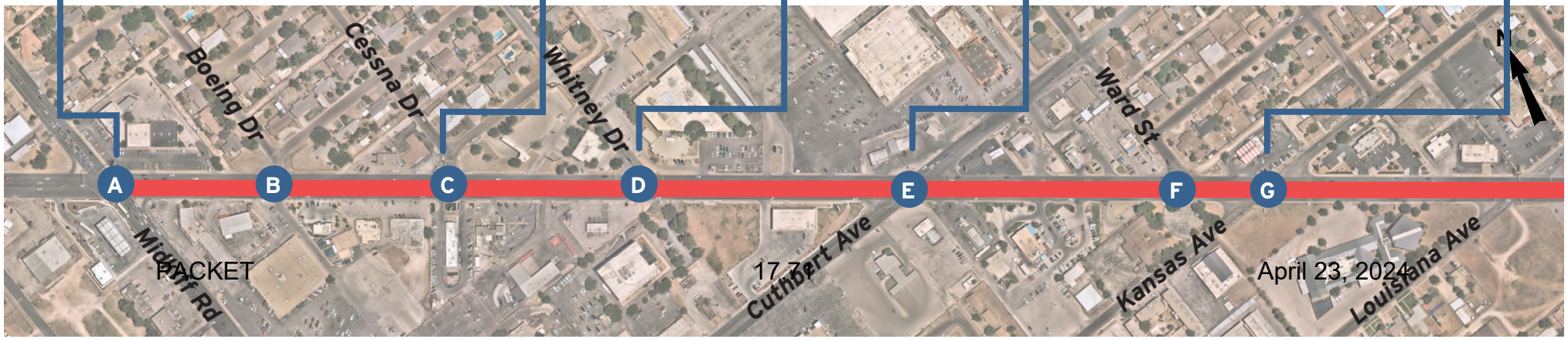
E

- Reflective Backplates
- Crosswalk and Pedestrian Signals
- Radar Detection

F

G

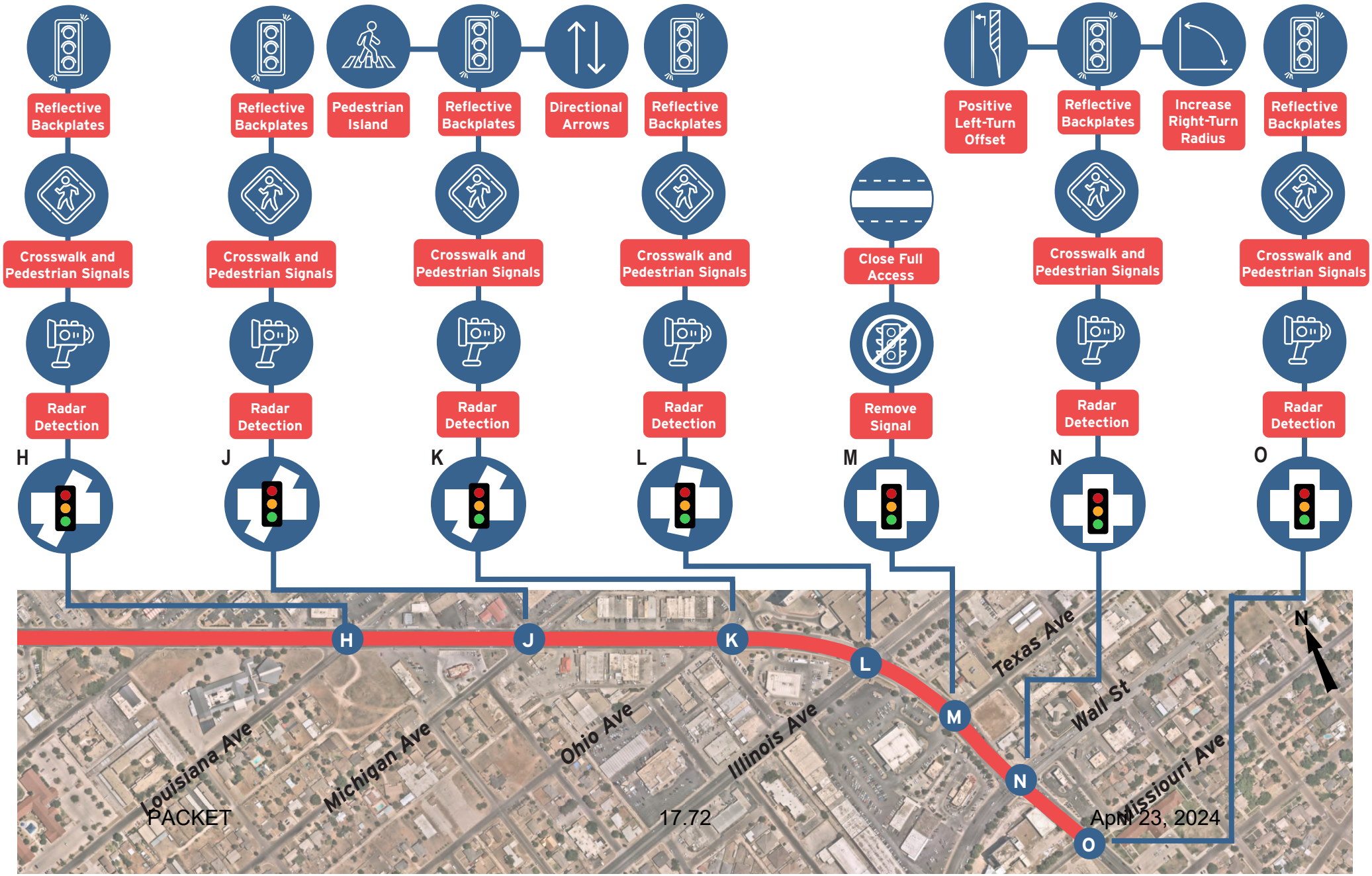
- Signal Warrant Analysis
- Trim Vegetation



CORRIDOR 3: ANDREWS HWY RECOMMENDATIONS (2)

From Midkiff Rd to Missouri Ave

City of Midland
VISION ZERO
Safe Streets for Midland



Corridor 4: Lamesa Road, From BUS 20 to Gist Avenue

Context

This section of Lamesa Road is 1.40 miles in length and is in southeast Midland. The area adjacent to the study corridor is a mixture of industrial land uses and transitions to residential areas to the south. It has a posted speed limit of 30-40 mph and has a traffic volume of 12,800 vehicles per day. Lamesa Road is a five-lane undivided roadway with a center turn lane.

Crash History

There were 97 total crashes on this section of Lamesa Road between 2018-2022. Of these total crashes, 6 were KAs with 2 fatalities. Key takeaways for crash trends along this section of Lamesa Road were the following:

- 93 of the 97 total crashes were intersection-related (96%), which included 6 of the 6 KA crashes (100%)
- The top manner of collision was rear end crashes, which contributed to 29 of the 97 total crashes (30%)
- The top contributing factor was failed to yield ROW at a stop sign, which contributed to 18 of the 97 total crashes (19%)

A full summary of crash history at Lamesa Road is found in Exhibit 15 on Page 77.

Corridor Recommendations

To reduce turning movement conflict it is recommended to provide access management along this corridor with center-running illumination and pedestrian refuge islands where applicable. With the updated access management, it is recommended to keep full access at the following intersections along Lamesa Road:

- Front Street
- Illinois Avenue
- Wall Street
- Kentucky Avenue
- New York Avenue
- Florida Avenue

It is also recommended to reconstruct a sidewalk with a buffer to Lamesa Road and fill all sidewalk gaps on the corridor. As part of the reconstruction and completion of a buffered sidewalk, it is recommended to relocate all obstructions from sidewalks, i.e., dumpsters, mailboxes, utility boxes, and utility poles.

Intersection Recommendations

It is recommended at all signalized intersections along the corridor to install or update to high-visibility pedestrian crosswalks. In addition, it is recommended to install pedestrian signal heads, crossing signs, and push buttons for all users to cross at signalized intersections.

Visibility and detection at signalized intersection are recommended to be improved by installing retroreflective backplates on signal heads and updating vehicle detection to radar detection.

Front Street

It is recommended to add crosswalks and pedestrian signals at the intersection. In addition, signal timing coordination and rail detection is needed to coordinate the freight and pedestrian signal timings.

Kentucky Avenue

It is recommended to evaluate the most appropriate pedestrian crossing treatment at the intersection in order to provide a pedestrian crossing between the closest signalized intersections of Front Street and Florida Avenue.

Cloverdale Road

As part of providing access management along Lamesa, it is recommended to construct hooded left-turn lanes to allow for left-turns to and from Cloverdale Road and to prohibit left-turns to and from California Avenue. This allows for vehicles travelling along Lamesa Road to enter Cloverdale Road from the north and south and allows for vehicles travelling along Cloverdale Road to enter Lamesa Road to the north and south. The west leg of California Avenue is recommended to be right-in/right-out only.

Florida Avenue

It is recommended to stripe an edge line along the south leg of the intersection to improve driver compliance with travel lanes. Additionally, it is recommended to install illumination at the intersection to improve driving conditions during dark lighting conditions.

Gist Avenue

The design of a traffic signal has been complete, and it is recommended to complete the construction of the traffic signal with pedestrian crosswalks, signal heads, and pedestrian push buttons.

Exhibit 16 on page 78 summarizes all recommendations and countermeasures along Lamesa Road. Table 12 on page 74 summarizes the recommended CMFs and anticipated benefits for crash prevention over a 20-year horizon for Lamesa Road

Table 12: Countermeasure Application Results for Lamesa Road

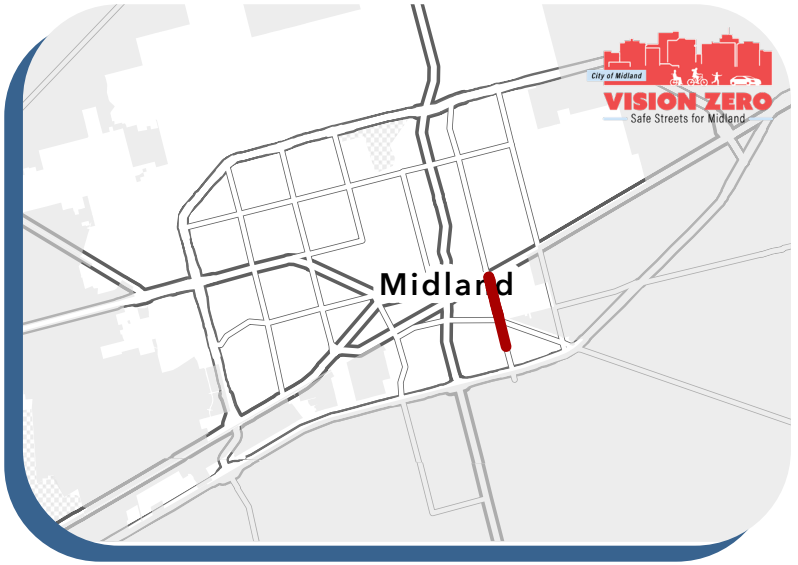
ID	Location	Recommendation	Countermeasure	CMF	Crash Type	Total Crashes Reduced over 20-Year Period
C.1.4	Signalized Intersections	Install or update pedestrian crosswalks	Implement Systemic Signing and Visibility Improvements at Signalized Intersections	0.732	All	74
C.2.4	Signalized Intersections	Install pedestrian signal heads, crossing signs, and push buttons				
C.3.4	Signalized Intersections	Update vehicle detection to radar detection	Improve Signal Timing	0.85	All	42
C.4.4	Signalized Intersections	Install reflective backplates at signal heads	Add 3-Inch Yellow Reflective Sheeting to Signal Backplates	0.85	All	42
4.1	Corridor	Install median	Install Raised Median	0.29	All	259
4.2	Corridor	Add illumination in median	Install Lighting	0.68	All	117
4.3	Corridor	Reconstruct sidewalk with buffer and fill gaps	Install Sidewalk	0.598	Vehicle/ Pedestrian	4
4.4	Corridor	Relocate obstructions from sidewalks	Remove or Relocate Fixed Objects Outside of Clear Zone	0.62	All	139
4.C.1	Kentucky Avenue	Evaluate for most appropriate pedestrian crossing treatment	Install High Visibility Crosswalk	0.6	Vehicle/ Pedestrian	2
4.G.1	Florida Avenue	Stripe edge line of south leg	Place Standard Edge Line Marking	0.97	All	1
4.G.2	Florida Avenue	Add illumination	Install Intersection Lighting	0.881	Nighttime	1

CORRIDOR 4: LAMESA RD CRASH HISTORY

From BUS 20 to Gist Ave

97 CRASHES **6** KAs | **30-40** MPH | **12,800** VEH PER DAY

PRINCIPAL ARTERIAL | **5** LANE UNDIVIDED SECTION



Top Crash Attributes

Intersection-Related
93 Crashes (96%)
6 KAs (100%)

Vulnerable Road Users
1 Crash (1%)
1 KA (17%)

Nighttime Crashes
37 Crashes (38%)
4 KAs (66%)

Angle - Both Going Straight
29 Crashes (30%)
3 KAs (50%)

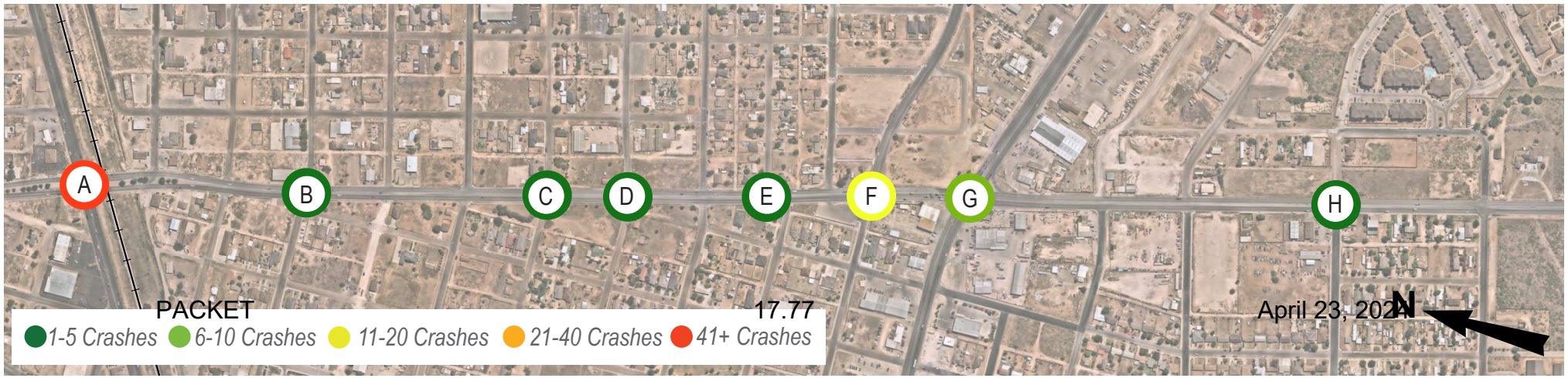
Same Direction - One Straight - One Stopped
21 Crashes (22%)
0 KAs (0%)

Opposite Direction - One Straight - One Left Turn
13 Crashes (14%)
1 KA (17%)

Failed to Yield ROW - Stop Sign
18 Crashes (19%)
1 KA (17%)

Failed to Control Speed
16 Crashes (16%)
0 KAs (0%)

Crash Density by Intersection



CORRIDOR 4: LAMESA RD RECOMMENDATIONS

From BUS 20 to Gist Ave

City of Midland
VISION ZERO
Safe Streets for Midland

CORRIDOR-WIDE

- Access Management
- Illumination
- Buffered Sidewalk
- Remove Sidewalk Obstructions

A

- Rail Signal Detection
- Reflective Backplates

B

- Crosswalk and Pedestrian Signals

C

- Evaluate for Pedestrian Crossing
- Radar Detection

D

- Close Full Access

E

- Close Full Access

F

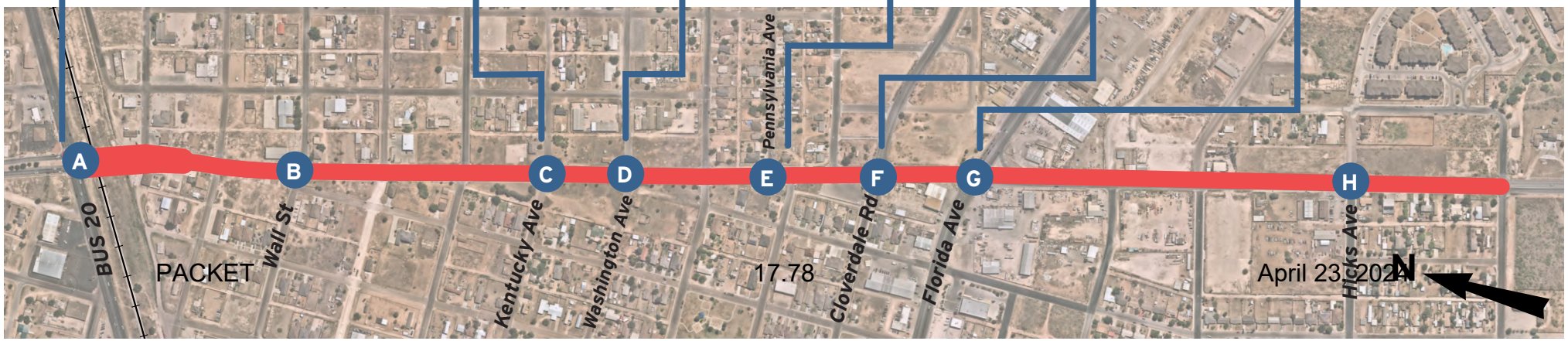
- Hooded Left-Turns
- Edge Line Striping

G

- Radar Detection
- Crosswalk and Pedestrian Signals
- Reflective Backplates

H

- Illumination



Corridor 5: Midkiff Road / Wall Street, From Williams Street to Front Street

Context

This section of Midkiff Road / Wall Street is 0.30 miles in length and is in south central Midland. It is the section of Midkiff Road, from Williams Street to Wall Street and the section of Wall Street, from Midkiff Road to Front Street. The area adjacent to the study corridor is primarily commercial land uses. It has a posted speed limit of 35-45 mph and has a traffic volume of 32,500 vehicles per day. Midkiff Road and Wall Street are five-lane undivided roadways with a center turn lane at each.

Crash History

There were 194 total crashes on this section of Midkiff Road / Wall Street between 2018-2022. Of these total crashes, 5 were KAs with two fatalities. Key takeaways for crash trends along this section of Lamesa Road were the following:

- 139 of the 194 total crashes were intersection-related (72%), which included 3 of the 5 KA crashes (60%)
- The top manner of collision was 'Rear end crashes', which contributed to 56 of the 194 total crashes (29%)
- The top contributing factor was 'Failed to yield ROW at a stop sign', which contributed to 28 of the 194 total crashes (12%)

A full summary of crash history at Lamesa Road is found in Exhibit 17 on Page 83.

Corridor Recommendations

To reduce turning movement conflicts at various commercial site driveways, it is recommended to use access management measures along Wall Street, between Front Street and Midkiff Road.

Additional access management measures should be used along Midkiff Road, between Williams Street and Wall Street, is recommended to be installed. With providing access management, it is recommended to close full access at Travis Avenue and with a hooded left-turn lane into Franklin Avenue and into the Jumburrito site drive.

Finally, it is recommended to repave or reconstruct the north sidewalk along Wall Street to improve pavement conditions for vulnerable road users, especially near the existing transit stop.

Intersection Recommendations

It is recommended at all signalized intersections along the corridor to install or update to high-visibility pedestrian crosswalks. In addition, it is recommended to install pedestrian

signal head, crossing signs, and push buttons for all users to cross at signalized intersections.

Visibility and detection at signalized intersection are recommended to be improved by installing retroreflective backplates on signal heads and updating vehicle detection to radar detection.

Midkiff Road & Wall Street

In order to clear unnecessary site drives, it is recommended to close the two driveways within the westbound channelized right-turn lane that provide access to the gas station on the northwest corner of the intersection. Additionally, to reduce travel speeds at the same right-turn and protect pedestrians crossing, it is recommended to install a westbound right-turn deceleration lane. At the approach, it is also recommended to install a “stop for pedestrian” sign to warn vehicles of crossing pedestrians before entering the channelized right-turn.

There is a high volume of left-turning vehicles at the intersection, and it is recommended to reevaluate the signal timing for protected left-turn phasing from permitted left-turns in existing conditions. Additionally, it is recommended to implement “no right-turn on red” signs to protect right-turning vehicles from frequent U-turns. Finally, it is recommended to install additional lighting at the intersection and install a lane assignment sign at each approach.

Table 13 summarizes the recommended CMFs and anticipated benefits for crash prevention over a 20-year horizon for Midkiff Road / Wall Street. Exhibit 18 summarizes all recommendations and countermeasures along Midkiff Road / Wall Street.

Table 13: Countermeasure Application Results for Midkiff Rd – Wall St

ID	Location	Recommendation	Countermeasure	CMF	Crash Type	Total Crashes Reduced over 20-Year Period
C.1.5	Signalized Intersections	Install or update pedestrian crosswalks	Implement Systemic Signing and Visibility Improvements at Signalized Intersections	0.732	All	151
C.2.5	Signalized Intersections	Install pedestrian signal heads, crossing signs, and push buttons				
C.3.5	Signalized Intersections	Update vehicle detection to radar detection	Improve Signal Timing	0.85	All	84
C.4.5	Signalized Intersections	Install reflective backplates at signal heads	Add 3-Inch Yellow Reflective Sheeting to Signal Backplates	0.85	All	84
5.1	Corridor	Install median on Midkiff Road	Install Raised Median	0.29	All	6
5.2	Corridor	Install median on Wall Street	Install Raised Median	0.29	All	3
5.3	Corridor	Reconstruct sidewalks and add missing connections	Install Sidewalk	0.598	Vehicle/ Pedestrian	5
5.C.1	Midkiff Road	Close driveways	Closure or Complete Relocation of Driveway from Function Area of Intersection	0.93	All	4
5.C.2	Midkiff Road	Install dedicated right-turn lane	Install Right-Turn Lane	0.80	All	84
5.C.3	Midkiff Road	Install stop for pedestrian sign	Install Advances Yield or Stop Marketings and Signs	0.75	Vehicle/ Pedestrian	3
5.C.4	Midkiff Road	Add illumination	Install Intersection Lighting	0.881	Nighttime	19

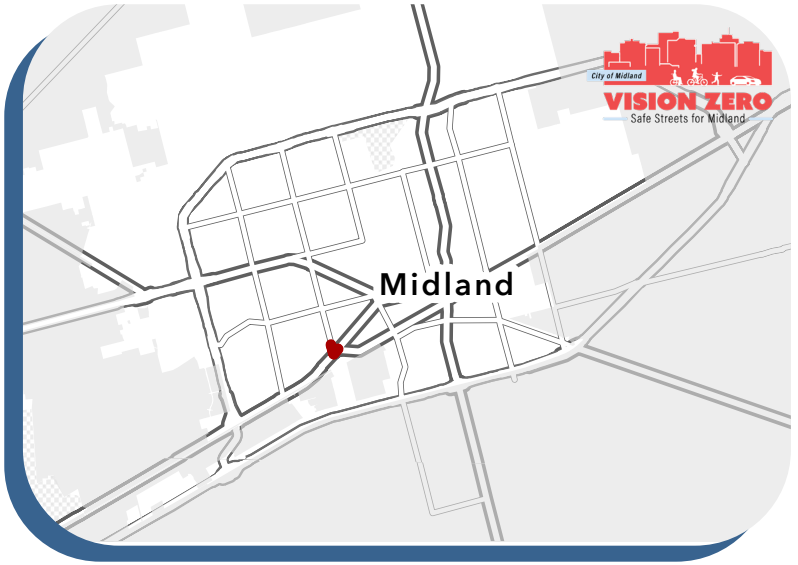
ID	Location	Recommendation	Countermeasure	CMF	Crash Type	Total Crashes Reduced over 20-Year Period
5.C.5	Midkiff Road	Install lane assignment sign	Implement Systemic Signing and Visibility Improvements at Signalized Intersections	0.955	All	19
5.C.6	Midkiff Road	Update signal timing with protected left-turn phasing	Change Permissive Left-Turn Phasing to Protected Only	0.45	All	229

–CORRIDOR 5: MIDKIFF RD/WALL ST CRASH HISTORY–

From Williams St to Front St

194 CRASHES **5** KAs | **35-45** MPH | **32,454** VEH PER DAY

PRINCIPAL ARTERIAL | **5** LANE UNDIVIDED SECTION



Top Crash Attributes

Intersection-Related
139 Crashes (72%)
3 KAs (60%)

Vulnerable Road Users
2 Crashes (1%)
2 KAs (40%)

Nighttime Crashes
58 Crashes (30%)
5 KAs (100%)

Angle - Both Going Straight
56 Crashes (29%)
0 KAs (0%)

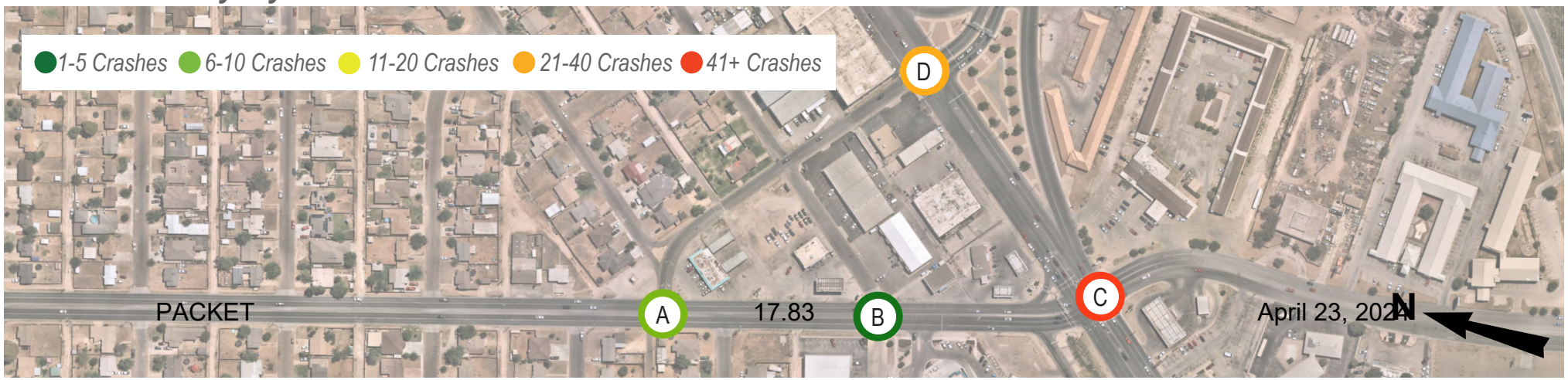
Same Direction - One Straight - One Stopped
30 Crashes (15%)
1 KA (20%)

Opposite Direction - One Straight - One Left Turn
24 Crashes (12%)
0 KAs (0%)

Failed to Yield ROW - Stop Sign
23 Crashes (12%)
0 KAs (0%)

Failed to Yield ROW - Turning Left
22 Crashes (11%)
0 KAs (0%)

Crash Density by Intersection



CORRIDOR 5: MIDKIFF RD/WALL ST RECOMMENDATIONS

From Williams St to Front St

City of Midland
VISION ZERO
Safe Streets for Midland

CORRIDOR-WIDE

- Access Management
- Buffered Sidewalk

- Driveway Closures
- Right-Turn Lane
- Reflective Backplates
- Illumination
- Reflective Backplates
- Stop for Pedestrian Sign
- Crosswalk and Pedestrian Signals
- Protected Left-Turns
- Crosswalk and Pedestrian Signals
- Hooded Left-Turns
- Lane Assignment Sign
- Radar Detection
- No Right-Turn on Red
- Radar Detection

A

B

C

D

Systemic Countermeasure Toolbox

A countermeasure toolbox is a comprehensive collection of strategies and interventions designed to address specific traffic safety issues and challenges. It provides transportation professionals with a range of options and resources to effectively mitigate risks, improve safety, and enhance the overall performance of roadways and transportation systems.

The following details systemic countermeasures that can be implemented in all areas of the City to improve safety, not limited to previous recommendations and study corridors. The City of Midland's systemic countermeasure toolbox is provided with each categorized by safety emphasis area in Table 14. Priority should be given to roads along the HIN and in areas of disadvantaged populations to lessen severity among crashes.

Table 14: Systemic Countermeasure Toolbox

Safety Emphasis Areas	Raised Median	Lane Designation Markings and Signs	High Contrast Lane Markings	Wide Edge Lines	Speed Feedback Signs	Roundabouts	Bike Lanes	Retroreflective Backplates	Corridor Access Management	Rectangular Rapid Flashing Beacon	Improve Signing and Visibility at Signals	Pedestrian Hybrid Beacon	Sidewalks	Roadway Reconfiguration
CMF	0.29	0.75	0.75	0.97	0.95	0.59	0.435	0.85	0.93	0.31	0.732	0.883	0.598	0.53
Roadway & Lane Departure	●	●	●	●										●
Speed-Related	●				●	●	●							●
Intersection-Related		●				●		●	●	●	●			
Vulnerable Road Users	●						●			●	●	●	●	●
Distracted Driving		●	●	●			●	●			●			
Impaired Driving	●	●	●	●			●	●			●			
Unrestrained Persons	●				●	●	●							●

Raised Median

A raised median is a physical barrier or divider that separates opposing lanes of traffic on a roadway. It is most commonly used in urban and suburban areas to enhance safety and traffic flow by preventing vehicles from crossing over into opposing lanes or making certain left-turn movements. Installing a raised median has a CMF of 0.29 for all crash types and severities (CMF ID: 2219). Figure 13 provides an example of a raised median.

Applicable Safety Emphasis Areas:

- Roadway & Lane Departure
- Speed-Related
- Vulnerable Road Users
- Impaired Driving
- Unrestrained Persons

Figure 13: Raised Median Example

Source: FHWA, City of Charlotte, NC

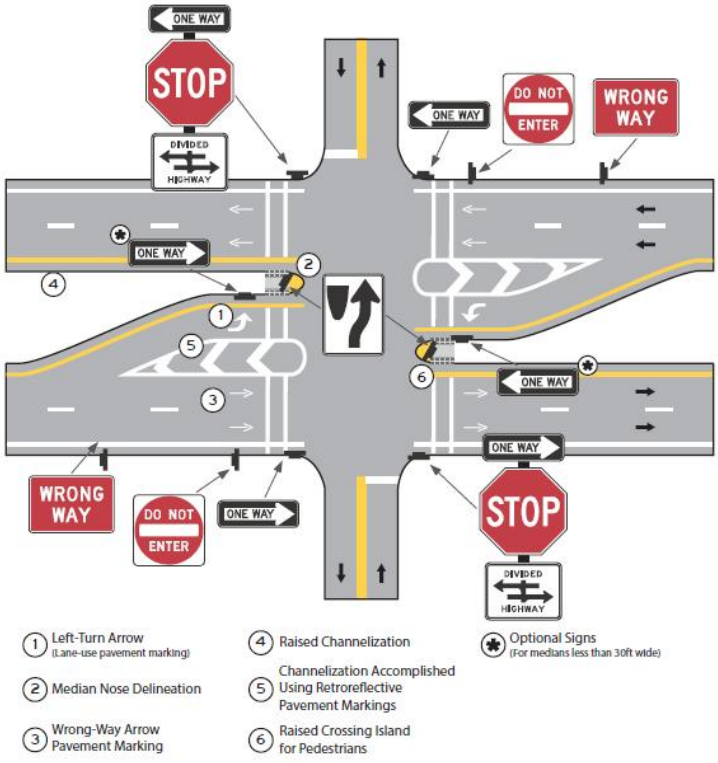
Lane Designation Markings and Signs

Pavement markings are painted or applied symbols, lines, and patterns on road surfaces to convey traffic regulations, guidance, and warnings to drivers. They enhance safety by providing clear visual cues for lane delineation, intersection control, and other traffic management purposes. Pavement markings help reduce confusion, improve traffic flow, and minimize the risk of crashes by assisting drivers in navigating roadways effectively and safely. Upgrading pavement markings has a CMF of 0.75 for all crash types and severities (CMF ID: NS01). Figure 14 provides an example of pavement markings for lane designation.

Applicable Safety Emphasis Areas:

- Roadway & Lane Departure
- Vulnerable Road Users
- Distracted Driving
- Impaired Driving

Figure 14: Lane Designation Markings Example



Source: FHWA

High Contrast Lane Markings

High contrast lane markings refer to road markings that are designed to be easily distinguishable from the surrounding pavement, typically through the use of contrasting colors or materials. These markings are intended to enhance visibility and clarity for drivers, especially in challenging conditions such as low light, inclement weather, or areas with poor visibility. This has a CMF of 0.75 for all crash types and severities (CMF ID: NS01). Figure 15 provides an example of high contrast lane markings.

Applicable Safety Emphasis Areas:

- Roadway & Lane Departure
- Intersection-Related
- Distracted Driving
- Impaired Driving

Figure 15: High Contrast Lane Markings Example

Source: FHWA

Wide Edge Lines

Edge lines are the pavement markings at the edge of travel lanes and are designed to help drivers clearly identify the road alignment ahead. Edge lines are considered "wider" when the marking width is increased from the minimum normal line width of 4 inches to the maximum normal width of 6 inches. Wider edge lines enhance the visibility of travel lane boundaries compared to traditional edge lines. This has a CMF of 0.97 for all crash types and for A, B, or C crash severities (CMF ID: 83). Figure 16 provides an example of a wide edge line.

Applicable Safety Emphasis Areas:

- Roadway & Lane Departure
- Distracted Driving
- Impaired Driving

Figure 16: Wide Edge Line Example

Source: FHWA, Texas Transportation Institute

Speed Feedback Signs

Speed feedback signs are traffic control devices designed to alert drivers of their current vehicle speed and encourage compliance with posted speed limits. These signs typically consist of a display panel, often featuring LED or digital readouts, which visually indicates the speed of approaching vehicles as they pass by.

The primary purpose of speed feedback signs is to increase driver awareness of their speed and encourage voluntary speed reductions, ultimately promoting safer driving behaviors and reducing the risk of crashes. These signs are commonly deployed in school zones, residential areas, work zones, and other locations where speeding may pose a safety hazard. Installing speed feedback signs has a CMF of 0.95 for all crash types and severities (CMF ID: 6885). Figure 17 provides an example of a speed feedback sign.

Applicable Safety Emphasis Areas:

- Speed-Related
- Unrestrained Persons

Figure 17: Speed Feedback Sign Example

Source: FHWA

Roundabouts

A roundabout is a type of circular intersection where traffic flows continuously around a central island. Vehicles entering a roundabout must yield to traffic already circulating within it, promoting a smooth and efficient flow of traffic with reduced conflict points compared to traditional intersections. Roundabouts are designed to improve safety, reduce congestion, and enhance traffic flow. The CMF for installing a roundabout is 0.59 for all crash types and severities (CMF ID: 10434). Figure 18 provides an example of a roundabout.

Applicable Safety Emphasis Areas:

- Speed-Related
- Intersection-Related
- Unrestrained Persons

Figure 18: Roundabout Example

Source: FHWA

Bike Lanes

A bike lane is a designated area of a roadway that is reserved for bicycles, typically marked with pavement markings and signage. Bike lanes provide cyclists with a dedicated space to ride, improving safety by reducing conflicts with motor vehicles, and encouraging more people to choose bicycling as a mode of transportation. The CMF for bike lanes is 0.435 for vehicle and bicycle crashes and all crash severities (CMF ID: 10737). Figure 19 provides an example of a bike lane.

Applicable Safety Emphasis Areas:

- Speed-Related
- Vulnerable Road Users
- Distracted Driving
- Impaired Driving

Figure 19: Bike Lane Example

Source: pedbikeimages.org/ Dan Burden

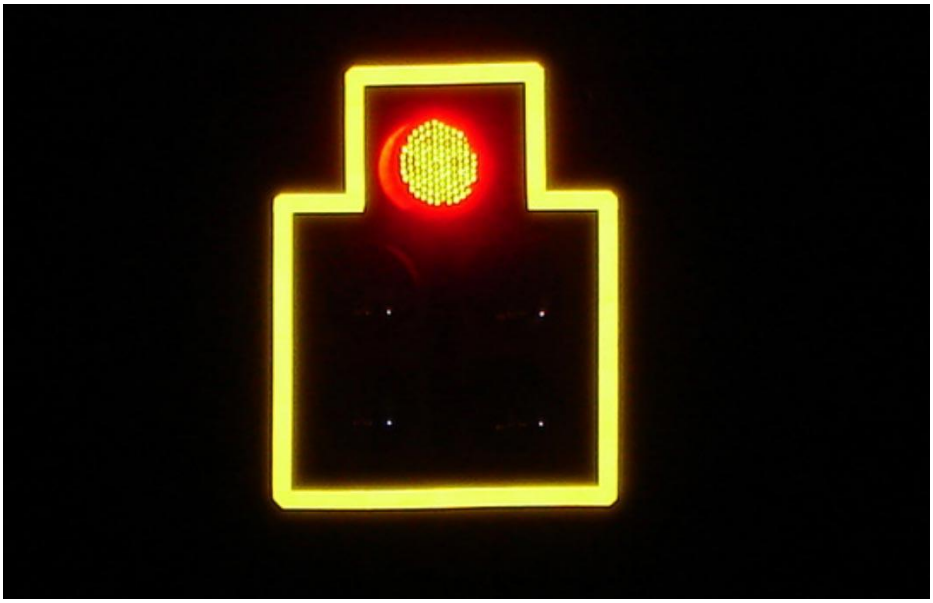
Retroreflective Backplates

A retroreflective backplate is a backplate made by framing a signal head with a 1-to-3-inch yellow retroreflective border. They improve the visibility of the illuminated face of the signal by introducing a controlled-contrast background. They are also more visible and conspicuous in both daytime and nighttime conditions. Installing retroreflective backplates has a CMF of 0.85 for all crash types and severities (CMF ID: 1410). Figure 20 provides an example of a retroreflective backplate installed on a signal head.

Applicable Safety Emphasis Areas:

- Intersection-Related
- Distracted Driving
- Impaired Driving

Figure 20: Retroreflective Backplate Example



Source: FHWA

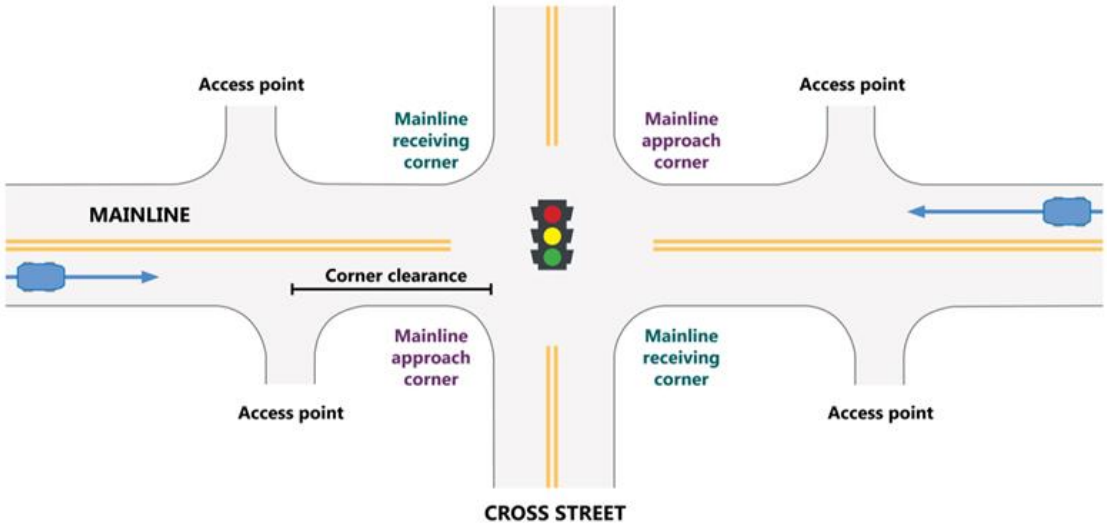
Corridor Access Management

Access management pertains to the planning, implementation, and regulation of entry and exit locations along a road, encompassing intersections with other roads and driveways serving nearby properties. Thoughtful management of access along a corridor can improve safety for all transportation modes, promote walking and cycling, and alleviate traffic congestion and delays. Closure or relocation of driveways from functional area of intersection has a CMF of 0.93 for all crash types and severities (CMF ID: 442). Figure 21 provides an example of corridor access management elements and example.

Applicable Safety Emphasis Areas:

- Intersection-Related

Figure 21: Corridor Access Management Example



Source: FHWA

Rectangular Rapid Flashing Beacon (RRFB)

A rectangular rapid flashing beacon (RRFB) is a pedestrian-activated safety device installed at crosswalks to enhance visibility and alert drivers to the presence of pedestrians. When activated, the RRFB emits a rapid, alternating pattern of flashing lights to prompt drivers to yield to pedestrians crossing the street.

According to FHWA, RRFBs can result in motorist yielding rates as high as 98 percent at marked crosswalks with varied speed limit, crossing distance, and number of travel lanes. A CMF of 0.31 applies for all vehicle and pedestrian crashes and all crash severities (CMF ID: 11158). Figure 22 provides an example of an RRFB for a pedestrian crossing.

Applicable Safety Emphasis Areas:

- Intersection-Related
- Vulnerable Road Users

Figure 22: RRFB Example

Source: pedbikeimages.org/ Toole Design Group

Improve Signing and Visibility at Signals

The minimum improvements to the equipment and facilities at signalized intersections should include high contrast crosswalks, pedestrian signal heads and push buttons, ADA compliant curb ramps. When constructed, pedestrians and other vulnerable road users are provided adequate facilities to make safe crossings and motorists are alerted of dedicated crossing areas.

Installing a high-visibility crosswalk and pedestrian signals has a CMF of 0.732 for vehicle and pedestrians crashes for all severities (CMF ID: 8967). Figure 23 provides an example high contrast crosswalks with pedestrian signal head and push buttons.

Applicable Safety Emphasis Areas:

- Intersection-Related
- Vulnerable Road Users
- Distracted Driving
- Impaired Driving

Figure 23: Crosswalk and Pedestrian Crossing Example

Source: pedbikeimages.org/ Gary Thomas

Pedestrian Hybrid Beacon

The pedestrian hybrid beacon (PHB) is a traffic control device designed to help pedestrians safely cross higher-speed roadways at midblock crossings and uncontrolled intersections. PHBs are typically effective at locations where three or more lanes will be crossed, or traffic volumes are above 9,000 annual average daily traffic. If PHBs are not familiar to a community, agencies and other governmental departments should provide appropriate education campaigns. PHBs have a CMF of 0.883 for all crash types and severities, primarily on minor roads (CMF ID: 10585). Figure 24 provides an example of a pedestrian hybrid beacon for a pedestrian crossing.

Applicable Safety Emphasis Areas:

- Vulnerable Road Users

Figure 24: PHB Example

Source: pedbikeimages.org/ Mike Cynecki

Sidewalks

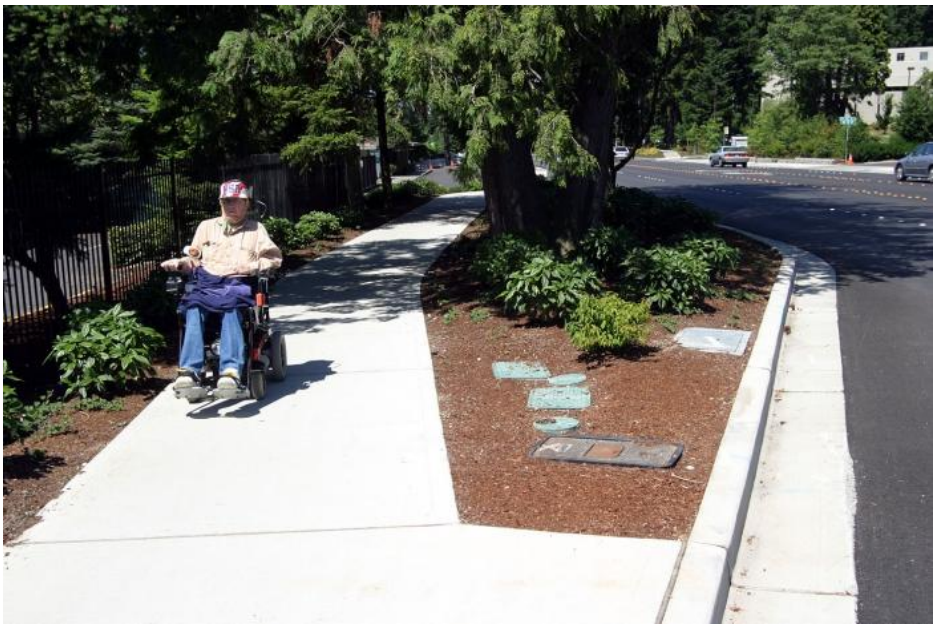
A sidewalk is a designated pathway alongside a road or street intended for pedestrian use. It provides a safe and separate space for pedestrians to walk, away from vehicular traffic. Sidewalks enhance pedestrian safety by reducing the risk of collisions with vehicles, promoting walking as a mode of transportation, and providing accessible routes for people of all ages and abilities.

Installing a sidewalk has a CMF of 0.598 of vehicle and pedestrian crashes of all types and severities (CMF ID: 11246). Figure 25 provides an example of a buffered sidewalk.

Applicable Safety Emphasis Areas:

- Vulnerable Road Users

Figure 25: Buffered Sidewalk Example



Source: pedbikeimages.org/ Dan Burden

Roadway Reconfiguration

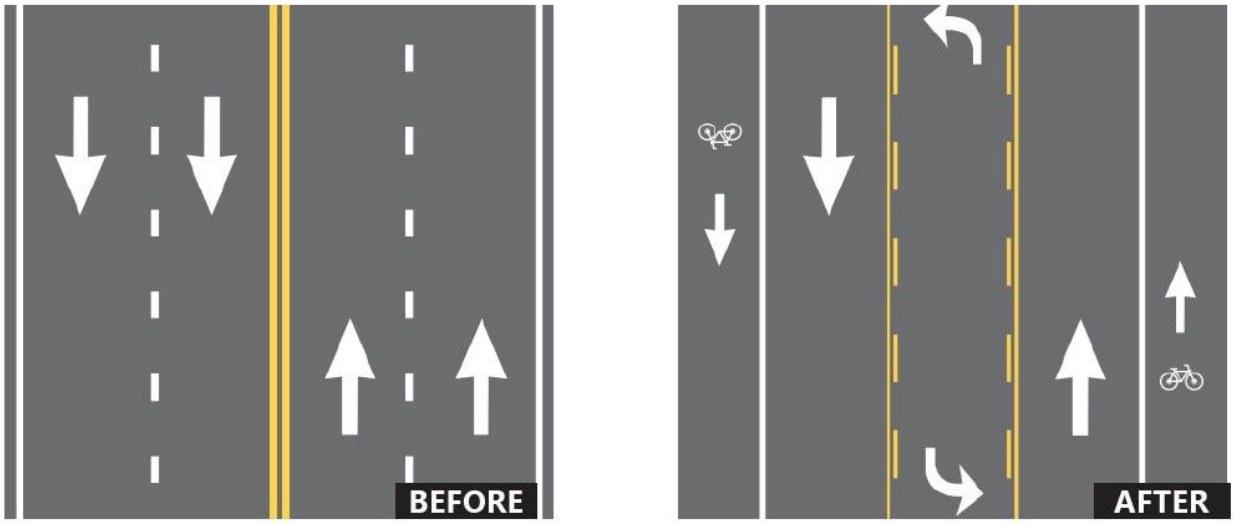
A roadway reconfiguration usually involves converting an existing four-lane roadway into a three-lane roadway. Implementing a roadway reconfiguration can improve safety, calm traffic, provide better mobility and access for all users, and enhance the quality of life in a community. Roadway reconfigurations can provide an opportunity to improve mobility by making space for the addition of bike lanes.

Completing a roadway reconfiguration from four to three lanes has a CMF of 0.53 for all crash types and severities (CMF ID: 2841). *Figure 26* Provides an example of what a roadway reconfiguration can look like.

Applicable Safety Emphasis Areas:

- Roadway and Lane Departures
- Speed Related
- Vulnerable Road Users
- Unrestrained Persons

Figure 26: Roadway Reconfiguration

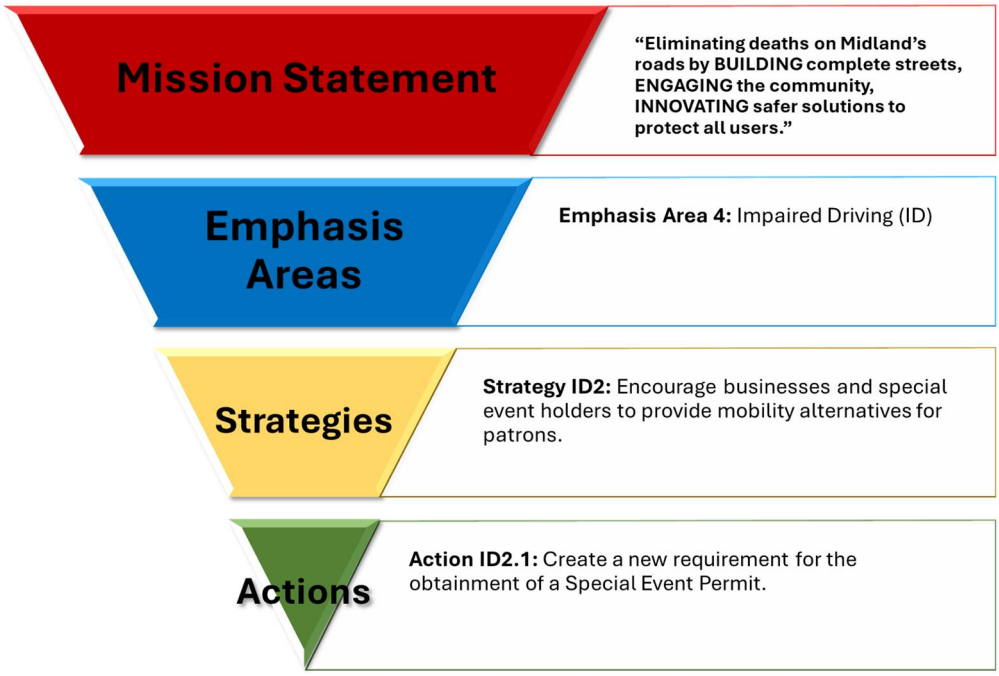


Source: FHWA

Chapter 6. Policies and Programs

This chapter outlines the recommended policies and program that would help create solutions for the systemic problems found in the transportation system. The policies and programs are organized by the eight safety emphasis areas discussed previously; with each emphasis area having overarching goals that focuses on eliminating deaths on Midland roads through the building complete streets, engaging the community, and finding innovative solutions to protect all road users. To make the mission achievable, each emphasis area has strategies and actions that should be taken to implement the strategy.

Figure 27: Example Action Item Policy Hierarchy



Roadway & Lane Departures

Roadway and lane departure crashes are the most common contributing factor in fatal and sever crashes in Midland; approximately 46% of KA crashes in Midland are roadway or lane departure related. Some common situations that can lead to roadway and lane departure crashes include the environment (light conditions or weather), human factors (drowsiness or inattention), and design factors. With the aim to decrease the number of roadway and lane departure crashes in Midland, the following strategies in *Table 15* seek to remind drivers of alternate choices to driving drowsy and using design as a tool to prevent these crashes or minimize their severity.

Table 15: Summary of Roadway & Lane Departure (LD) Strategies and Actions

Action #	Description
Strategy LD1. Partner with TXDOT to identify and promote awareness of public rest stops in Midland.	
Action LD1.1	Evaluate the locations of existing and future rest stops.
Action LD1.2.	Develop wayfinding material meant to show where rest stop exists.
Strategy LD2. Update design standards to address deficiencies that may contribute to roadway/lane departure crashes.	
Action LD2.1.	Conduct a study on roadway/lane departure crash locations.
Action LD2.2.	Prioritize fixing the common design deficiencies discovered.

LD1. Partner with TXDOT to identify and promote awareness of public rest stops in Midland.

Given that one of the most frequent contributing factors to roadway and lane departure crashes is drowsy driving, awareness to rest stops near Midland need to be advertised to remind drivers there are alternatives to driving while drowsy. With the help of TXDOT, the city of Midland could evaluate the availability of rest stops in the area and determine if there would be benefits to the addition of any. *Figure 28* shows a new rest stop in Ward County approximately 81 miles away. This is to decrease the number of roadway and lane departure crashes by creating alternatives to drowsy or inattentive driving and reminding drivers of those options.

Figure 28: Existing Rest Stop in Ward County

Source: Texas Department of Transportation (TXDOT)

LD1.1. Evaluate the locations of existing and future rest stops.

Through a partnership with TXDOT an evaluation should be done to identify where existing rest stops are near Midland, and if there are none, the City should consider constructing

them. Evaluation should compare the locations of the rest stops to where the greatest number of roadway and lane departure related crashes occur; these findings could also be used to identify the best locations for new rest stops. The following is the key action that would need to be taken:

LD1.2. Develop wayfinding material meant to show where rest stops exist.

In order to make drivers aware that they have the option to use a rest stop instead of driving drowsy, it is important to develop wayfinding material for the existing or new rest stops. The wayfinding materials should then be deployed citywide through roadside signage or in paper format. If people are aware of the locations of the rest stops, it would increase the usage of the facilities thereby preventing drowsy driving.

LD2. Update design standards to address deficiencies that may contribute to roadway/lane departure crashes.

A study is recommended to evaluate the most common locations where roadway and lane departures occur to identify common local design features that may contribute to these types of crashes. Based on the results of the study, updates to the design standards in place should occur and include any countermeasures suggested through this action plan. Aside from fixing any design deficiencies that could be contributing to these crashes, the addition of countermeasures that minimize the consequences if cars do attempt to leave the road. This strategy attempts to use design as a tool to help reduce the number of these crashes occurring.

LD2.1. Conduct a study on roadway/lane departure crash locations.

A citywide engineering study needs to be completed on roadway locations that experience the largest number of roadway and lane departure crashes to determine if there are common features that may contribute to these crashes. From the results of the study, it should be determined what design features should be implemented citywide that would mitigate roadway and lane departure crashes and become part of city design standards.

LD2.2. Prioritize fixing the common design deficiencies.

Based on the results of the study, the most common design deficiencies should be a priority for the city to fix. The projects used to fix the existing deficiencies should be included in the City's Capital Improvement Plan.

Speed-Related

It is well documented that speeding increases both crash frequency and severity, but it is still the norm among drivers. Although Midland is under the state average regarding number of speed-related crashes, 32% of KA crashes in Midland involve speeding. Unsafe

speeding behaviors are especially harmful to vulnerable roadway users. To promote safer speeds on Midland's roads, a combination of targeted educational campaigns, updated roadway designs, and increased community engagement strategies will be used as summarized in *Table 16*.

Table 16: Summary of Speed-Related Strategies and Actions

Action #	Description
Strategy SP1. Ensure pending projects meet safety needs and opportunities.	
Action SP1.1.	Evaluate all pending and future construction projects.
Strategy SP2. Implement a campaign encouraging safe driving behaviors.	
Action SP2.1.	Develop a partnership with TXDOT.
Action SP2.2.	Determine a campaign strategy for deploying materials locally.
Strategy SP3. Establish a neighborhood traffic calming program.	
Action SP3.1.	Determine a funding source for the program.
Action SP3.2.	Create a traffic calming toolbox for speed management.
Action SP3.3.	Pass policy that would implement the program.
Strategy SP4. Support senate bill SB1663.	
Action SP4.1.	Garner local political support for this bill.

SP1. Ensure pending projects meet safety needs and opportunities.

To ensure pending and future projects are being designed to support the Vision Zero efforts proposed in this plan, there needs to be an effort to evaluate all projects at the design stage. This will give an opportunity to the city to determine if the proposed design meets multimodal safety needs, or if there are opportunities to use countermeasures that would enhance safety. Roadway design and other infrastructure factors play large roles in managing speeds and can stop unsafe speeding behaviors for happening in the first place.

SP1.1 Evaluate all pending and future construction projects.

A systematic evaluation approach should be created to evaluate all proposed roadway construction projects for Midland. It is recommended to create a process for the way evaluations will be conducted and criteria design will need to meet. Priority for evaluations should be given to existing projects that are nearing the end of their design phase, so construction timelines are not greatly impacted. It is important for this evaluation effort be ongoing so it can guarantee that future projects are designed to deter excessive speeding and other unsafe driving behaviors.

SP2. Implement a campaign encouraging safe driving behaviors.

A targeted speed-related campaign is recommended for Midland with the aim to urge drivers to slow down and practice safe driving behaviors to help reduce crashes. Although

roadway design and infrastructure play a significant role in reducing speeds, a targeted education campaign will help educate drivers as to why enforcing safe speeds is important in keep them and other road users safe.

SP2.1. Develop a partnership with TXDOT.

A partnership between the city of Midland and TXDOT is recommended to implement a campaign. TXDOT has an existing campaign that involves safe speeds education, the "Be safe. Drive Smart. -Drive a Safe Speed" campaign. This campaign urges drivers to slow down and provides driving tips regarding speeding. Existing campaign materials include video public service announcements (PSA), radio PSAs, and other print materials. An existing campaign billboard is shown in Figure 29. Through this partnership, the implementation of this campaign could be fast tracked.

Figure 29. "Slow down or pay up." Billboard

Source: TXDOT

SP2.2. Determine a campaign strategy for deploying materials locally.

Since TXDOT has existing video, radio, and print materials associated with the campaign, it is important to determine how the City can leverage these materials. A partnership with Midland's communications office would be beneficial in determining the through what avenues and where campaign materials, such as billboards or message boards, should be placed.

SP3. Establish a neighborhood traffic calming program.

A neighborhood traffic calming program should be established in the City of Midland to help reduce speeds in residential and commercial areas. Neighborhood traffic calming

programs use roadway design and other physical countermeasures improve speed compliance, provide room for pedestrians and bicyclists, and reduce traffic crashes.

SP3.1. Determine a funding source for the program.

A source of funding needs to be acquired to implement countermeasures in the neighborhood traffic calming program. Potential funding sources for the traffic calming program could come from grants or reallocated City funds that help support roadway and community safety efforts. A partnership with the Grants Department would be beneficial when identifying potential funding sources and with help during the applications process.

SP3.2. Create a traffic calming toolbox for speed management.

It is recommended that a traffic calming toolbox for speed management be developed for the program. The toolbox would have countermeasures, such as ones shown in *Figure 30*, proven to help reduce speeds and contain information on general design considerations, approximate costs, and their specific benefits. The countermeasures should also be widely applicable. Developing a toolbox would help increase the predictability of the environment and streamline the implementation of traffic calming efforts since there would exist a list of vetted countermeasures.

Figure 30: Examples of Traffic Calming Measures

A. Median Island
Source: FHWA

B. Mini Roundabout
Source: NACTO

C. Curb Extensions
Source: City of Fairfax

SP3.3. Pass policy that would implement the program.

In order for the traffic calming program can be initiated, City Council needs to pass policy that would allow its initiation. This strategy includes any actions that must be taken to propose this program to the city council and create policy surrounding the program. Having this policy pass could requires community support, therefore, it is important educate community members about the program and engage them in conversations about traffic safety challenges and potential solutions for their communities.

SP4. Support senate bill SB1663.

Midland should support bill SB1663 in the Texas House of Representatives which allows for residential speed limits to be set as low as 20 MPH by municipalities without having to perform an engineering or traffic investigation. It is proven that a vulnerable user involved crash at speeds higher at 20 MPH increases the possibility of a fatality or serious injury. By being able to lower residential speed limits in neighborhoods that support it, the City could help improve the safety and comfort for vulnerable roadway users.

SP4.1. Garner local political support for this bill.

Garnering community support of this bill could be pivotal for this bill to pass. Community engagement efforts would need to be made to bring awareness to the bill and educate community members as to why lowering speed limits is beneficial. A community wide push for this bill would show the communities commitment to creating a safer and more comfortable roadway environment for all users.

Intersection-Related

Intersection related crashes are the second most common type of crash to occur for fatal or severe crashes in Midland. Compared to the overall state of Texas, Midland has an issue with intersection-related crashes: 42% of crashes in Midland are intersection-related compared to 32% of crashes in Texas. Additionally, Midland has a unique issue with drivers disregarding signals and stop signs. Approximately 34% of crashes in Midland involve red light or stop sign running while only 12% of Texas crashes involve this contributing factor. The following strategies in *Table 17* have been developed that use educational, engineering, and enforcement strategies that aim to reduce the number of intersection-related crashes in Midland.

Table 17: Summary of Intersection-Related Strategies and Actions

Action #	Description
Strategy IN1. Update intersection design standards and access management policies.	
Action IN1.1.	Develop new intersection design standards.
Action IN1.2.	Develop new access management policies.
Action IN 1.3.	Integrate the systemic countermeasures recommended.
Strategy IN2. Develop a campaign strategy to remind drivers to use safe driving behaviors at intersections.	
Action IN2.1.	Create educational campaign materials and strategies for implementation.
Strategy IN3. Establish a targeted enforcement program for red light and stop sign running.	
Action IN3.1.	Develop a plan for the targeted enforcement efforts.
Strategy IN4. Update Citywide signal timing.	
Action IN4.1.	Update the current signal timing plan citywide.
Action IN4.2.	Create policy that would require an evaluation on signals timing plan every five years.

Action #	Description
Strategy IN5. Implement the use of ITS technologies.	
Action IN5.1.	Utilize existing ITS technologies to monitor red light running.

IN1. Update intersection design standards and access management policies.

The existing design and policy standards regarding intersections and access management need to be updated so they better support the Vision Zero safety goals being pursued. These updates will serve as a systemic solution to the design deficiencies that may be contributing to intersection-related crashes. The new design standards will be used as tools to support and enforce safe driving behaviors at intersections.

Figure 31. Example of Intersection with Safety Measures Implemented

Source: National Association of City Transportation Officials (NACTO)

IN1.1. Develop new intersection design standards.

Updating the existing design standards would aid in fixing any common intersection design features that may contribute to the number of intersection-related crashes. Proactively designing an intersection to meet safety goals means designing in a way that anticipates human error and reduces the risk of sever injury or death due to a crash. The new standards should include design strategies that minimize conflict points, reduce speeds,

improve visibility, and provide protection to pedestrians and bicyclists. To identify the most common design deficiencies an engineering study is recommended to evaluate the existing intersections.

IN1.2. Develop new access management policies.

It is recommended to develop new access management policies that would incorporate countermeasures that reduce the number of intersection-related crashes. Before changes are made, it is recommended to evaluate the existing access management policies to determine which policies do not align with the new Vision Zero goals, Appropriate access management can lead to a safer and more inclusive roadway by enhancing safety for all modes, lessen turning conflicts, and reduce trip delay and congestion.

IN1.3. Integrate the systemic countermeasures recommended.

To improve the safety at intersections for all users, the countermeasures recommended in the "*Systemic Countermeasures Toolbox"* (Chapter 5) should be used in any future designs where it is deemed appropriate. These countermeasures would help achieve a safe systems intersection that enhances intersection safety for all users. This action would also involve implementing any changes to the design standards in place to allow for the toolbox tools to be used in new design and construction projects

IN2. Develop a campaign strategy to remind drivers to use safe driving behaviors at intersections.

Developing a campaign aiming to remind drivers to use safe driving behaviors at intersection would help create safer roads for all users. While there are little to no intersection specific safety campaigns, TXDOT's "Be Safe. Drive Smart." campaign aims to remind drivers about safe driving tips for several topics. Utilizing TXDOT campaign as a resource, Midland could develop its own intersection safety campaign with help from the communications office and other local organizations.

IN2.1. Create educational campaign materials and strategies for implementation.

Utilizing TXDOT campaign resources as a guide, it is recommended to create new campaign materials that would best fulfill the goals of the campaign. Some of safe driving behaviors or habits that should be included in the campaign are remembering to look in all directions before proceeding through the intersection, stopping for all stop signs and red lights, all intersections are crosswalk, and plan for delayed commute times. With the help from the Strategic Communications Office, a strategy for dissemination can be created. The material could be disseminated through audio PSA's, video PSA's, posters, or brochures.

IN3. Establish a targeted enforcement program for red light and stop sign running.

To decrease the number of red light/stop sign running related crashes, it is recommended that a targeted enforcement program be established. The increased police presence at intersections would encourage drivers to practice safe driving behaviors, such as always stopping at red lights and stop signs or be given a citation.

IN3.1. Develop a plan for the targeted enforcement efforts.

The development of a targeted enforcement plan should have data driven approach to ensure efficient enforcement. This would involve evaluating intersection locations citywide to determine which intersections are priority locations; priority being determined by crash rate, people being affected by the unsafe environment, and whether it is on the HIN. Furthermore, a funding source should be identified to cover the cost of this targeted enforcement plan with the help from the Grants Department.

64% of respondents support "funding for educational programs for driver safety and enhanced enforcement."

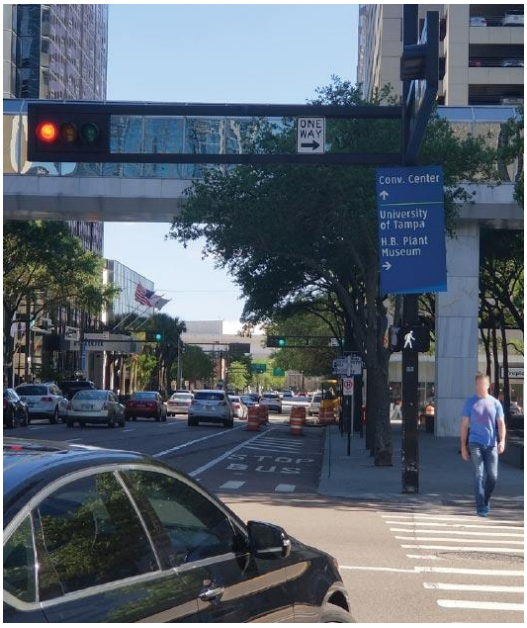
IN4. Update citywide signal timing.

Safer signal timing practices should be implemented citywide to help decrease crashes by creating a safer road for all users. While traffic signals are often chosen to improve vehicle throughput, in some cases there can be trade-off when it comes to other users' safety. Recommended countermeasures that are proven to increase safety for all users at intersection include leading pedestrian intervals and improved yellow intervals.

IN4.1. Update the current signal timing plan citywide.

An evaluation on the current signal timing plan should be conducted to inform what re-timing updates should be completed to create safer intersections. Included in the re-timing, it is recommended to pay special attention to the yellow change interval and add a leading pedestrian interval. Adding a leading pedestrian interval gives pedestrians and bicyclists extra time to enter a crosswalk at an intersection before vehicles are given a green light (*Figure 32*). This provides enhanced safety for non-vehicle users by increasing pedestrian visibility and an increased likelihood of vehicle yielding to pedestrians. The final signal timing plan should then be implemented.

Figure 32: Vulnerable road user benefitting from a leading pedestrian interval



Source: FHWA

IN4.2. Create policy that would require an evaluation on signals timing plan every five years.

Reviewing the timing plan of traffic signals every five years or if there is a significant change in traffic volume or roadway conditions should be written into policy for the city. It is recommended by the FHWA that traffic signals have their timing plans reviewed every three to five years unless there are special circumstances. These special circumstances could be increased pedestrian volumes, a significant change to turn movements, or there is a change in land use.

IN5. Implement the use of ITS technologies.

While the use of cameras to give citations in Texas is illegal, the traffic sensor cameras in place in Midland should be considered as a tool to gather data on red light running behaviors. The traffic detection cameras would be utilized to gather high level data that would help identify when and why drivers are running red lights. This data would be pivotal in reducing the number of intersection-related crashes because it would help solve the issue of red light running.

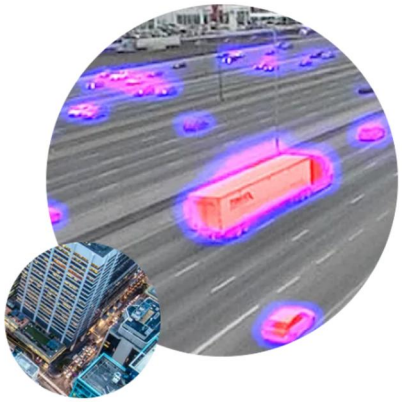
IN5.1. Utilize existing ITS technologies to monitor red light running.

The existing traffic sensor camera infrastructure in place should be utilized by the city as an innovative way to gather much needed red light running data. As stated by the city of

Midland, the traffic detection cameras, such as the ones pictured in Figure 33, are not used for any enforcement purposes and that is not the aim of this strategy.

Figure 33: Traffic detection camera and its detection capabilities

A. Traffic Detection Camera
Source: Adobe Stock



B. Visual Detection from Camera
Source: Miovision

This action aims to use these cameras as a tool collect traffic data specifically pertaining to red light running incidents, such as what times a day are driver most running the red lights or if there is any indication as to why.

Distracted Driving

Driver inattention was one of the top contributing factors for the fatal and severe crashes occurring in Midland. Dangerous driving behaviors, such as distracted driving, can play a large role in fatalities and serious injuries during a crash therefore the following goals aim to increase education on safe driving behaviors, but also using design as a tool to support and enforce those safe driving behaviors.

The following strategies and actions in *Table 18* recommended to help decrease the number of distracted driving related crashes.

Table 18: Summary of Distracted Driving Strategies and Actions

Action #	Description
Strategy DD1. Develop a campaign that discourages cell phone use when driving.	
Action DD1.1.	Create education materials and programs targeted at young drivers.
Action DD1.2.	Bring awareness to the dangers of texting and driving to all drivers.
Strategy DD2. Develop enforcement strategies to mitigate for cell phone use when driving.	
Action DD2.1.	Create a targeted enforcement plan for school zones.

Action #	Description
Action DD2.2.	Create a targeted enforcement plan for work zones.
Strategy DD3. Implement streetscaping techniques to reduce distracted driving.	
Action DD4.1.	Update streetscaping design standards.
Action DD4.2.	Implement the use of demonstration projects to determine beneficial permanent projects.

DD1. Develop a campaign that discourages cell phone use when driving.

A centralized campaign should be developed that discourages cell phone use when driving. Creating a centralized campaign with either existing material, such as TxDOT's "Talk. Text. Crash." campaign can help bring awareness to unsafe driving behaviors and discourage cell phone use when driving with the end goal of reducing distracted driving crashes.

DD1.1. Create education materials and programs targeted at young drivers.

Create educational materials and programs that are designed for young drivers for dissemination through high schools that teach students about safe driving habits as they begin learning to drive. A partnership should be created with the Midland Independent School District to identify the best way to disseminate the educational materials to students at high schools.

DD1.2. Bring awareness to the dangers of texting and driving to all drivers.

Utilize TXDOT's campaign, "Talk. Text. Crash", which educates drivers on the dangers and risks of distracted driving while also bringing awareness to state laws regarding distracted driving, to help educate residents. A partnership with TXDOT and local organizations that could help support the dissemination of campaign materials to engage all members of the community. The materials could be disseminated through video, radio, social media accounts, local news channels, billboards, and roadway message boards, such as the one shown Figure 34.

Figure 34. Example of a Roadside Message Board

Source: TXDOT

DD2. Develop enforcement strategies to mitigate cell phone use when driving.

A targeted enforcement program could serve as a deterrent for cell phone related distracted driving due to citations given to drivers. While serving as a deterrent, the citations given could also serve as a reminder of existing laws, such as the use of any handheld device in a school zone is illegal or any drivers under the age of 18 are prohibited from using handheld devices. While educating the public through campaigns about the dangers of distracted driving is one step towards creating safer roadways, the enforcement of existing laws will serve as support in this effort to ensure that safe behaviors are being used.

DD2.1. Create a targeted enforcement plan for school zones.

Having increased police presence in school zones would deter cell phone use through the added risk of citations being given, and it would serve to remind drivers of existing Texas laws regarding cell phone use in school zones. This will also help ensure the safety of one of the most vulnerable populations since motor vehicle crashes is one of the leading causes of death in children and young adults between the ages of 8 – 24 according to the US Center for Disease Control and Prevent (CDC). The following supplemental actions should be taken:

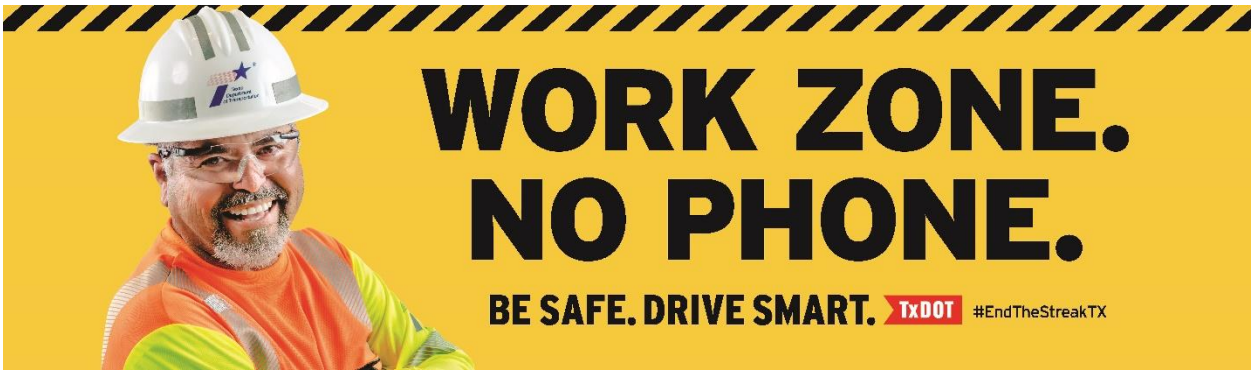
- Evaluate school zone locations that have the highest number of distracted driving related crashes.
- Place police officers at the chosen sites after the evaluation to monitor and enforce the behavior of drivers.

DD2.2. Create a targeted enforcement plan for work zones.

Create a targeted enforcement plan that would increase police presence at work zones to monitor texting while driving behaviors. Since work zones present different and sometimes challenging environments for drivers, it is important for drivers to always focus on the road especially since driver inattention is one of the leading causes of work zone crashes. It is illegal to read, write, or send texts in Texas. Additionally, drivers that receive a citation in a work zone are penalized with double the fine as a way to encourage attention and safer driving. The following supplemental actions should be taken:

- Identify where current and future work zone locations are
- Evaluate whether the locations of current and future work zones have an increased number of distracted driving related crashes and choose locations of with the highest number of crashes
- Place police at the locations that were chosen through the evaluation and have them monitor and enforce cell phone use while driving behavior

Figure 35. Work Zone Safety Campaign from TXDOT



Source: TXDOT

DD3. Implement streetscaping techniques to reduce distracted driving.

Implement streetscaping techniques to redirect driver attention from any in-vehicle distractions to the roadway. Utilizing temporary or permanent features such as painted curb extensions or crosswalk art would bring drivers attention toward the roadway due to the different streetscaping that would be created. The use of innovative streetscaping techniques would use design as a tool to bring drivers' attention back to the roadway therefore reducing inattentive driving while creating interesting and safe facilities for pedestrians and bicyclists to use. Through the accomplishment of this strategy, Midland could decrease the number of crashes while working towards creating a system that values the safety of all users and simultaneously encourages the use of alternate transportation modes by creating a more complete street.

DD3.1. Update streetscaping design standards.

Develop and implement new street design standards that would guide the use of new streetscaping techniques that are aimed at decreasing distracted driving behaviors in priority areas. The following supplemental actions that should be taken:

- Identify priority areas which are areas that exhibit standard streetscaping features that could be contributing to an unsafe roadway environment for all users
- Evaluate the current streetscaping features implemented at the identified priority areas and determine new streetscaping features that could mitigate the existing issues.
- Develop new design standards based on the evaluation previously performed to work towards creating a system of complete streets

DD3.2. Implement the use of demonstration projects to determine beneficial permanent projects.

Integrate the use of demonstration projects, which is the practice of creating temporary streetscaping features that reclaim areas for people to use for walking/biking/ or other types of community use, to help investigate how new streetscaping techniques could affect the issues seen in priority areas and whether to make them a permanent feature on the roadway. The following supplemental actions that should be taken:

- Identify locations where new streetscaping features could help in the effort to decrease the number of distracted driving related crashes.
- Apply for grants to fund art that could be used in the innovative streetscaping efforts (Bloomberg Philanthropies Asphalt Art Grant, SS4A Demonstration grant)
- Install the temporary features and monitor its intended effect on the safety issues the features were meant to fix

Callout Box for Case Study

Case Study: Enhancing Intersection Improvements in Houston, TX

In 2022, the City of Houston, TX applied for a grant through Bloomberg Philanthropies to fund the use of public art to enhance their intersection improvements at Highstar Road and Westward Road. This intersection was known to be challenging for pedestrians and bikers to navigate therefore intersection safety improvements were made to improve overall roadway safety. The public art was meant to function as visual intervention at this intersection to increase driver attention and decrease vehicle speeds.

After the installation of the art at the intersection, the average speed of vehicles in the area decreases from 30 MPH to 18 MPH. This project showed that the use of art as a method of visual intervention can help foster a safer roadway environment.

Figure 36. Crosswalk Art at Intersection

Source: ajc.com/Bill Banks/Bloomberg Philanthropies

Impaired Driving

Impaired driving is one of the safety emphasis areas that Midland exceeds the state of Texas, with 23% of KA crashes in Midland being impaired driving related versus Texas's

18%. This suggests that there are specific issues present in Midland that could be contributing to its high rate of impaired driving crashes. Through community input and research into Midland's crash history it is recommended to mitigate these behaviors by offering education on the consequences of impaired driving to addressing the issue at the root. The strategies developed to mitigate the number of impaired driving related crashes in Midland will focus on creating an environment within the city that is dedicated to ending impaired driving crashes through proactive programs, campaigns, and enforcement efforts.

The following table is a brief summary of the recommended strategies and actions to create safer roads in Midland by decreasing the number of impaired driving crashes (*Table 19*).

Table 19: Summary of Impaired Driving Strategies and Actions

Action #	Description
Strategy ID1. Spread awareness about the consequences of impaired driving.	
Action ID1.1.	Providing access to a drunk driving simulator.
Action ID 1.2.	Expand on the NHTSA and TxDOT Campaigns to better fit Midland's needs and create an educational campaign for young drivers.
Action ID 1.3.	Develop an impaired driving awareness pop-up event kit.
Strategy ID2. Encourage businesses and special event holders to provide mobility alternatives for patrons.	
Action ID2.1.	Create a new requirement for the obtainment of a Special Event Permit.
Action ID2.2.	Develop incentives for businesses to promote sober ride materials.
Strategy ID3. Acquire substance abuse and mental health help resources for the community.	
Action ID3.1.	Develop a partnership with organizations that supports these efforts.
Action ID3.2.	Obtain grants to fund the needed resources.
Strategy ID4. Develop an understanding of impaired driving citation patterns.	
Action ID4.1.	Perform a study reviewing citation patterns for impaired driving incidents.

ID1. Spread awareness about the consequences of impaired driving.

By bringing awareness to the dangers of impaired driving, drivers can be reminded that impaired driving can have physical, emotional, and financial consequences for all those involved. While the issue of impaired driving can seem too big to solve, creating a community that is dedicated to educating all members on the consequences of impaired driving is one step closer to eliminating all deaths on Midland's roads. To create more awareness in the community there are a variety of educational programs and campaigns that should be developed and disseminated that are designed to foster community engagement.

ID1.1. Providing access to a drunk driving simulator.

While there are programs that exist in schools that highlight the effects that substances have on a person and the consequences of driving when impaired, most of these programs are only targeted at young drivers in schools. To make this type of educational experience accessible to people of all ages and backgrounds the installation of a drunk driving simulator should be placed in Midland. The simulator would help educate the public that no matter how little or how much you drink, your driving can become impaired; similarly to how TXDOT used it for an outreach event (Figure 37). Based on the identified needs, different simulation options should be researched and a location for the simulator to be located should be determined.

Figure 37. Impaired driving simulator at a TXDOT exhibit

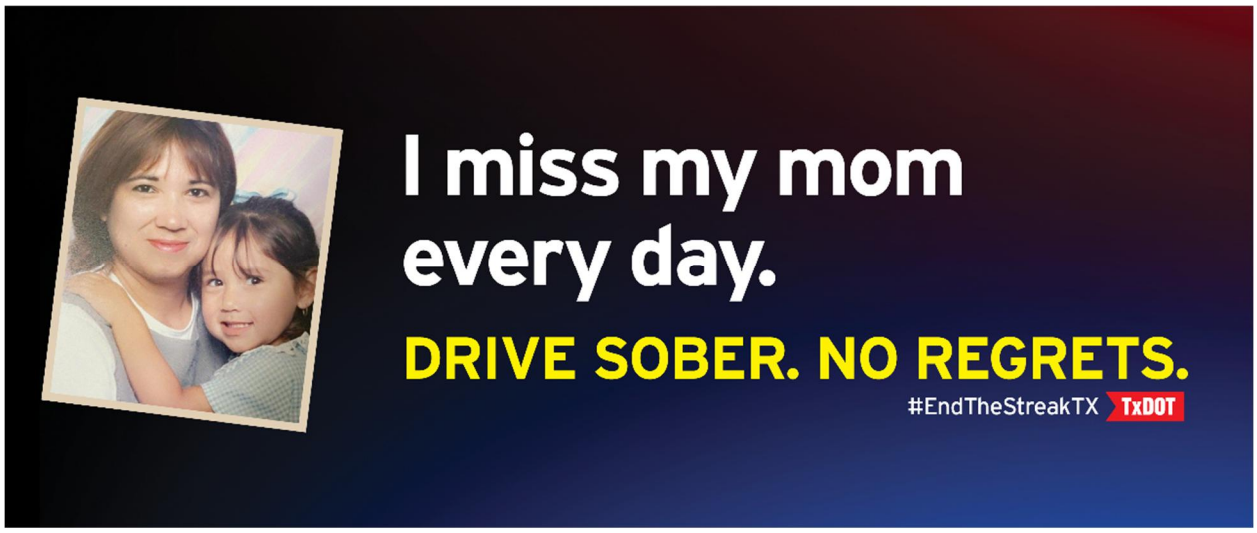
Source: TXDOT

ID1.2. Expand on the NHTSA and TxDOT Campaigns to better fit Midland's needs and create an educational campaign for young drivers.

A tailored impaired driving campaign needs to be developed and run citywide. Since NHTSA and TxDOT already have existing impaired driving campaigns, Midland can use those available resources to construct a campaign that best suits Midland's needs. NHTSA's campaigns, such as "Buzzed Driving is Drunk Driving", could be used to educate drivers on unsafe driving behaviors associate with impaired driving, and TxDOT's campaigns, "Faces of Drunk Driving" (Figure 38), could be used to humanize the issue of impaired driving. This campaign strategy would work towards engaging the community so as to work towards safer roads in Midland. The following supplemental actions that should be taken:

- Partner with MISD and Mothers Against Drunk Driving (MADD) to identify the best ways to relay this campaign; whether that be through advertising material or a program that would require student participation
- Partner with city to spread awareness of future sober ride campaign

Figure 38. Billboard for the "Faces of Drunk Driving" Campaign



Source: TXDOT

ID1.3. Develop an impaired driving awareness pop-up event kit.

Through the creation of a pop-up event kit, the ability to bring awareness and educate the public on this issue could become streamlined and consistent. This would make it possible for any community member or organization to bring awareness to this issue with material that is already designed and approved to the city therefore making it easier for the community to get involved. A mobile-friendly kit of impaired driving simulation activities

could include Fatal Vision goggles for drunk and drowsy conditions, educational pamphlets, and prizes to people who complete the activity (Figure 39). A method for requesting and distributing the kits also needs to be developed.

Figure 39. Fatal Vision kit

Source: SB Scientific

ID2. Encourage businesses and special event holders to provide mobility alternatives for patrons.

To work towards decreasing the number of impaired driving related crashes occurring in Midland, businesses and event holders should be encouraged to provide mobility options besides driving themselves home if they have consumed alcohol.

ID2.1. Create a new requirement for the obtainment of a Special Event Permit.

It is recommended for the City to add a new section to the special event permit that would require information about alternate options to driving, if the event will serve alcohol. While this new permitting requirement would not include businesses, it would ensure that any events that occur in Midland, if serving alcohol, would need to ensure the safety of its attendees by providing them with alternate transportation options. To create this new requirement the requirements for this new section would need to be determined and then presented to the City Council so they are aware of the new requirements.

ID2.2. Develop incentives for businesses to promote sober ride materials.

An incentive should be created to encourage businesses to take part in advertising sober ride options for patrons. There will need to be a discussion among the local Chamber of Commerce organizations to determine which incentives are feasible and rewarding for

business owners to participate in. Furthermore, the usage of the incentives should be monitored and re-evaluated periodically. Engaging local businesses and event holders in Midland to adopt the practice of creating mobility plans for their patrons or attendees supports the idea that making Midland roads safe is a community effort (Figure 40).

Figure 40. Sober Ride material example

Source: Capital District Safe Ride Program

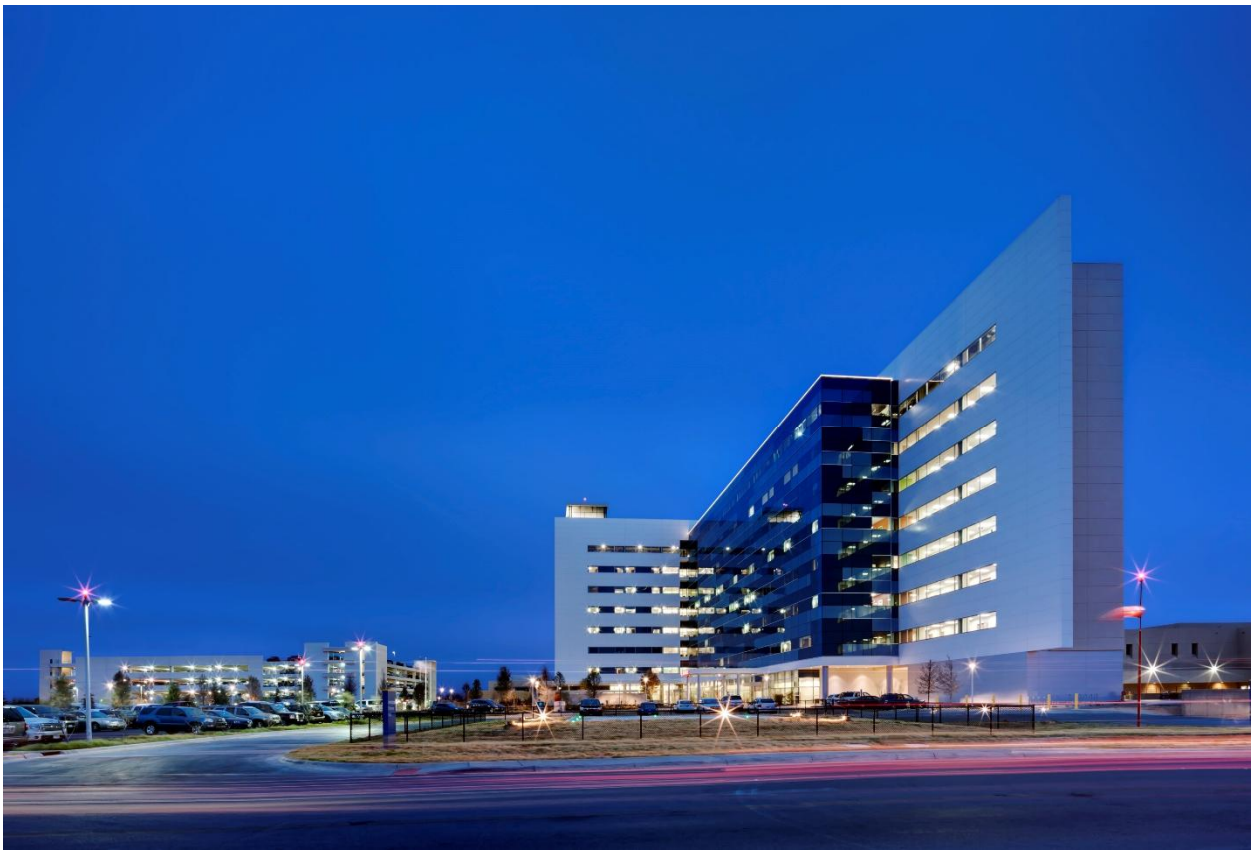
ID3. Acquire substance abuse and mental health help resources for the community.

A proactive step towards creating safer roads is to support efforts to acquire substance abuse and mental health help resources for any community members affected. By supporting the obtainment of these resources, there is an effort to solve the root of impaired driving related crashes, the irresponsible use of substances.

ID3.1. Develop a partnership with organizations that supports these efforts.

To ensure that those affected by substance abuse or mental health issues are provided the appropriate resources, there should be partnerships with local and outside organizations that have a good understanding of what resources should be provided. These organizations include Midland Health, PermiaCare, or United Way. The help provided by these organizations could help aid in grant applications, garnering community support, and the development of any local programs.

Figure 41. Midland Health



Source: midlandhealth.org

ID3.2. Obtain grants to fund the needed resources.

With the help of the partners gathered, there will be a need to obtain grants to pay for the help resources that are needed. It is recommended that the grants office in Midland also be partnered with, so they can help with looking for grants and writing any applications.

ID4. Develop an understanding of impaired driving citation patterns.

An understanding on impaired driving citation patterns needs to be developed to create a holistic view of where and when impaired driving traffic stops most occur. Studying the

citation patterns will yield information that would show what areas of Midland have the highest rates of impaired driving, but could also lead to better police presence strategies; such placing police where they may not have been before but needed. This effort could also yield further information into what locations of Midland would benefit most from targeted educational and awareness campaigns regarding impaired driving. Although the education and prevention plans related to impaired driving aim to create safe driving habits, this enforcement strategy helps support the use of those taught behaviors.

ID4.1. Perform a study reviewing citation patterns for impaired driving incidents.

This strategy will require collecting citation history for the City and conducting an analysis to find any pattern in the citation history. The patterns that should be researched are where impaired driving traffic stops are most common and during what times they happen. This strategy is a data-driven effort to continue the practice of strategic enforcement practices in Midland that work towards creating safer roads.

Unrestrained Persons

Research from NHTSA shows that correctly using the correct child restraints and seat belts is the most effective way to prevent fatalities and reduce injuries in crashes therefore the strategies for this emphasis area are education focused as summarized in *Table 20*. The use of campaign and advertisement materials are meant to bring awareness to why all drivers and passengers should always use a seatbelt and to educate the public on how to choose appropriate child restraints.

Table 20: Summary of Unrestrained Persons Strategies and Actions

Action #	Description
Strategy UP1. Develop a seatbelt usage campaign.	
Action UP1.1	Create a partnership with TXDOT to develop campaign strategies.
Strategy UP2. Gather more participation in the Midland Fire Department's Car Seat Information Program.	
Action UP2.1.	Develop an advertisement strategy for the program.

UP1. Develop a seatbelt usage campaign.

Through a partnership with TXDOT, a plan should be developed to encourage seatbelt usage campaigns in Midland. According to TXDOT, one of the biggest challenges in the unrestrained person emphasis area is convincing drivers and passenger to use seatbelts therefore the campaigns should serve as reminders as to what the consequences are when not wearing safety restraints. TXDOT has several campaigns that could be

implemented in Midland such as the common "Click It or Ticket" campaign or more targeted campaigns like the "Teen Click It or Ticket" campaign (Figure 42).

Figure 42. Billboard for the "Teen Click It or Ticket" Campaign

Source: TXDOT

UP1.1. Create a partnership with TXDOT to develop campaign strategies.

Since TXDOT has a large number of existing campaign materials regarding the use of safety restraints, it would be beneficial to develop a partnership with them. Once the partnership is established, a meeting schedule could be established, so both teams could discuss which campaigns and materials would be most beneficial to run in the citywide campaign.

UP2. Gather more participation in the Midland Fire Department's Car Seat Information Program.

To ensure the safety of a vulnerable population, there should be an effort to garner more participation in the Midland Fire Department's Car Seat Information Program. This program aims to educate the public on how to choose the right car seat and how to install the seat. While many adults believe they have chosen the correct car seat, the National Highway Administration states that 46% of car seats are misused therefore this existing program could help ensure the safety of children through the education it provides.

UP2.1. Develop an advertisement strategy for the program.

Developing an advertisement strategy for this existing program would help create safer roads for children. A partnership between the Midland Fire Department and the city's Communications Office will be an integral in developing an advertisement strategy for the program. An example of an existing advertisement is shown in Figure 43.

Figure 43. Midland Fire Department advertisement for the Car Seat Information Program

Source: Midland, TX Fire Department-Facebook Page

Vulnerable Road Users

Fatal and severe vulnerable road user crashes are more common in Midland than in the overall state of Texas (13% in the State vs 16% in Midland). The following strategies aim at creating a road environment that is safe and accessible for all road users whether they drive, walk, bike, or roll. These strategies involve redefining how road efficiency is determined and creating better facilities for all roadway users as summarized in *Table 21*.

Table 21: Summary of Vulnerable Road Users Strategies and Actions

Strategy #	Description
Strategy VRU1. Prioritize the implementation of safer pedestrian and bicycle facilities.	
Action VRU1.1.	Update the existing Hike and Bike Master Plan.
Action VRU1.2.	Implement the projects and policies from the updated master plan.
Strategy VRU2. Create a Safe Routes to School Partnership Program.	

Strategy #	Description
Action VRU2.1.	Develop local partnerships to help with the implementation of the program.
Action VRU2.2.	Evaluate school sites to identify specific improvements around schools with the highest need.
Action VRU2.3.	Acquire grants to fund the recommended improvements.
Action VRU2.4.	Conduct school-based bicycle and pedestrian related activities.
Strategy VRU3. Develop a citywide ADA Transition Plan.	
Action VRU3.1.	Apply for Grants to fund the ADA Transition Plan.
Action VRU3.2.	Complete and implement the ADA Transition Plan.

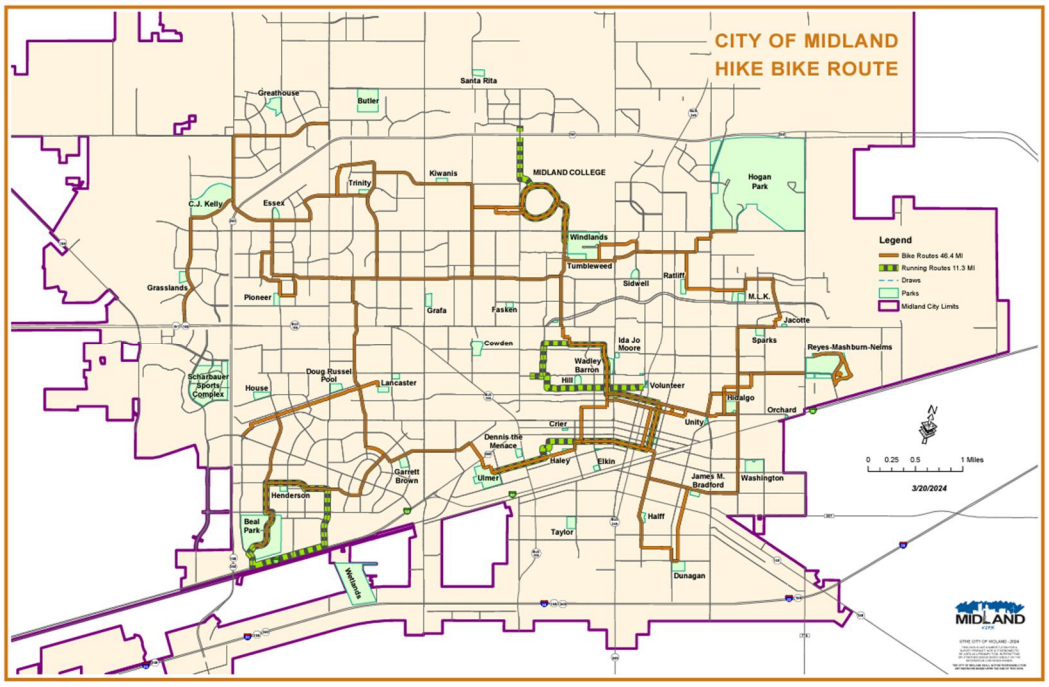
VRU1. Prioritize the implementation of safer pedestrian and bicycle facilities

New pedestrian and bicyclist facilities that better protect users are needed in Midland to increase accessibility and separation from vehicles. If safer and more comfortable facilities are implemented in Midland, the decision to walk or bike could be made easier and encourage the use of other transportation modes.

VRU1.1. Update the existing Hike and Bike Master Plan

Since a Hike and Bike Master Plan already exists for the city of Midland, it should be reviewed and updated to ensure it reflects the new vision zero goals and efforts. The Hike and Bike Master Plan was created in 2015 therefore there is value in reviewing the plans and policies set then and determine how many were implemented and if there are any policies that should be updated. Figure 44 shows the bicycle and walking trails developed in 2015.

Figure 44. Hike/Bike Routes from the 2015 Hike and Bike Master Plan



Source: midlandtexas.gov

VRU1.2. Implement the projects and policies from the updated master plan.

After the Hike and Bike Master Plan has been updated, the new plans and policies should be implemented. Implementing the new plans and policies will help build more complete streets in Midland so as to provide access to safer pedestrian and bicyclist facilities. These efforts would help construct more complete streets with the goal of eliminating crashes involving vulnerable road users.

VRU2. Create a Safe Routes to School Partnership Program.

In a proactive effort to better walking and biking access for school-aged children, a Safe Routes to School Partnership Program should be created in Midland. This partnership program would make it safer for students to bike or walk to school by helping remove the barrier of unsafe or inaccessible bicycle and pedestrian facilities. Safe Routes to School Programs provide benefits aside from increased walking and biking; other benefits include reduced vulnerable user involved crashes, reduced vehicle congestion near schools, health benefits from the increased physical activity, and increased academic performance. To create a successful program such as the ones suggested, there are various actions that will need support from various community members and organizations.

39% of respondents stated that they "would walk as their mode of transport if it were safer."

VRU2.1. Develop local partnerships to help with the implementation of the program.

Finding local partners should be the priority to ensure community engagement in this effort since the implementation of this program is dependent on community support. The partnerships developed would help choose what school sites should receive priority and develop goals and strategies for this program. Some potential partners for this program could be the Midland Independent School District, Midland Health, and any other local organizations.

VRU2.2. Evaluate school sites to identify specific improvements around schools with the highest need.

An analysis needs to be conducted on pedestrian and bicyclist comfort and safety in the identified buffer area for each school that will be involved in the program. These analyses will identify if there is existing infrastructure for the students to use and if it safe and accessible to all of them. From the results of the analyses, specific enhancements to the bicycle and pedestrian facilities will be recommended. There should be priority given to schools with the highest need; need could be determined by the number of crashes involving vulnerable road users in the area, equity needs on the families surrounding and lack of pedestrian or biking facilities.

VRU2.3. Acquire grants to fund the recommended improvements.

To provide funding for this program, there should be a partnership formed with the Grants Office in Midland. Through the national and state SRTS program there are two types of funding opportunities available for the program, infrastructure projects and non-infrastructure activities. The Grants Office would be helpful in not only helping in the application process, but also finding what grants this program would be eligible to receive.

VRU2.4. Conduct school-based bicycle and pedestrian related activities.

Although ensuring that there exists safe pedestrian and bicycle facilities for students to use on their way to school, it is important to hold public activities that teach safe driving, walking, and biking behaviors. Educating parents and kids on the benefits of walking and biking and how to be safe while doing the activity will be instrumental in creating a program that works to create a safer road environment for all users. Some activities that could be used for this action could be Bike Rodeos, an activity that teaches safe biking behaviors

and bike inspection, or Walk and Rolls, a program that encourages more walking and biking by teaching safe behaviors.

Callout Box for Case Study

Case Study: Harris Elementary's Safe Route to School Plan in Houston, TX

Harris Elementary is part of the Aldine Independent School District (AISD) in Houston, TX. The half-mile area around the school had five crashes involving bicyclists and three crashes involving pedestrians between 2016 and 2021. Of these eight crashes, there was one fatal crash, two suspected serious injuries, and 5 minor injuries. From an infrastructure assessment analysis, it was also determined that 86% of areas around the school were not safe and accessible due to the lack of sidewalks and bike lane, and half of the study area was rated as uncomfortable to walk in because of speeding traffic.

To address these infrastructure and safety issues, Harris Elementary was proposed as one of the schools to receive a Safe Route to School Program. This program aimed to create a roadway environment that better aligns with the City of Houston's Vision Zero goals and encourage more students to walk and bike to school. Further actions to planned for this program involved:

- Engaging students and parents in the program through activities held during national calendar events, such as a Walk to School Month in October.
- Encouraging students to walk or bike to school through a Walking School Bus Program with assistance from parents and volunteers.
- Educating students about safe walking and biking behaviors by having safety education and practice skills taught in PE class.
- Improving sidewalk connectivity and existing infrastructure to make them safer and more accessible.

Figure 45. Students participating in a School Bus Rodeo

Source: Harris Elementary

VRU3. Develop a citywide ADA Transition Plan.

A citywide ADA Transition Plan needs to be created to ensure system connectivity and accessibility. Through an evaluation on all of Midland's policies, program, and infrastructure it will be determined to what extent people with disabilities lack safe access to transportation resources and infrastructure. The ADA Transition Plan will take the results of the evaluation and outline Midland's plan to create policies, programs, and projects that fix the deficiencies that contribute to an unsafe and inaccessible transportation system for people with disabilities.

VRU3.1. Apply for grants to fund the ADA transition plan.

Funding for the ADA Transition Plan should be gathered through grants available for transportation safety improvement. A grant that could fund the creation of the plan is a SS4A Supplemental Planning grant.

VRU3.2. Complete and implement the ADA Transition Plan.

After funding is acquired for the ADA Transition Plan, the necessary studies towards completing the plan should be done. These steps and studies could include finding a partner that coordinates the creation of the plan with an outside company, complete a self-evaluation, determine the current state of compliance, develop new design standards, and many more. From the final ADA Transition Plan, the recommended projects and plans should be implemented to create a safer and more accessible transportation network for all users. Since the ADA Transition Plan will have many recommendations, it is recommended that the implementation of the projects and policies be completed based on priority.

Figure 46. Directional ramps like this should be implemented after the ADA transition plan.

Source: coppelltx.gov

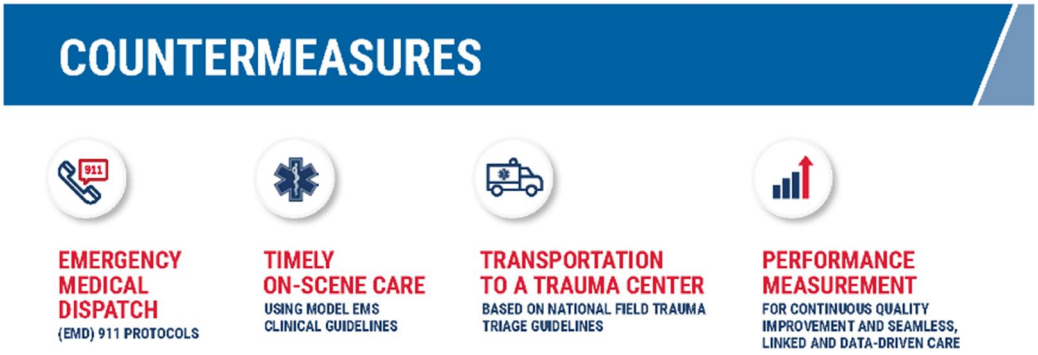
Post Crash Care

Post crash care is not a data driven emphasis area, however, it is vital in preventing crashes from turning to fatal events with quick response time. Common countermeasures implemented to improve post crash care are shown in Figure 47. The following strategies summarized in *Table 22* aim at creating a more efficient system of response times and building a toolbox for creative solutions for quick clearance of crash scenes.

Table 22: Summary of Post Crash Care Strategies and Actions

Action #	Description
Strategy PC1. Leverage technology, policies, and existing personnel to conduct more efficient investigations and reporting of crashes, facilitating swift clearance of crash scenes.	
Action PC1.1.	Recognize and deploy impactful technologies aimed at capturing report data and expediting the clearing of crash scenes with greater efficiency.
Action PC1.2.	Support and Open Roads Policy statewide supporting quick clearance strategies.
Action PC1.3.	Develop crash investigation training materials for delivery to law enforcement liaisons and safety specialists to deliver trainings, especially in rural areas.
Strategy PC2. Identify and implement engineering solutions where possible to reduce response times.	
Action PC2.1.	Identify and catalog engineering techniques affecting timely response to crashes.
Action PC2.2.	Reach out to adjacent Cities, Counties, MPOs, and TxDOT with information on engineering solutions that decrease response times.

Figure 47. Countermeasures suggested by USDOT to improve Post Crash Care



Source: USDOT

PC1. Leverage technology, policies, and existing personnel to conduct more efficient investigations and reporting of crashes, facilitating swift clearance of crash scenes.

Understanding and utilizing open-source data, new technologies, and other advancements in safety data can act as an improvement in efficient crash scene clearance. Clearing crash scenes effectively can improve traffic operations and reduce economic impact.

PC1.1 Recognize and deploy impactful technologies aimed at capturing report data and expediting the clearing of crash scenes with greater efficiency.

After understanding and leveraging technology, they should be implemented into improving report data. Improved report data will help facilitate discussions on crash scenes and can improve the information relayed to emergency responders.

PC1.2 Support an Open Roads Policy statewide supporting quick clearance strategies.

Open Roads Policy aims to improve trade and transportation by facilitating the movement of goods and people across borders with reduced restriction and regulations. Supporting Open Roads policy for quick crash clearances is crucial for ensuring efficient traffic flow, minimizing disruptions, and enhancing overall road safety. By swiftly clearing crash scenes, authorities can reduce congestion and the likelihood of secondary crashes, improving emergency response times and minimizing the impact on commuters (Figure 48). Additionally, efficient crash clearance supports economic productivity by reducing delays and facilitating the smooth movement of goods and services along the road network.

Figure 48. First responders clearing the scene of a crash

Source: Adobe Stock

PC1.3 Develop crash investigation training materials for delivery to law enforcement liaisons and safety specialists to deliver trainings.

Developing crash investigation training materials for delivery to law enforcement liaisons and safety specialists is essential for ensuring consistent and effective crash analysis procedures. These efforts not only empower law enforcement and safety personnel with necessary skills but also contribute to reducing the severity and frequency of crashes in underserved regions.

PC2. Identify and implement engineering solutions where possible to reduce response times.

A city-specific toolbox of engineering solutions to help reduce response times at crash scenes can guide future designs and improve overall safety. Creating this solutions database or collection of ideas is designed to be implemented into roadway and intersection designs.

PC2.1 Identify and catalog engineering techniques affecting timely response to crashes.

The first step is identifying these engineering solutions that can include: traffic signal timing and preemption, emergency lanes, traffic management systems, and enhanced communication.

PC2.2 Reach out to adjacent Cities, Counties, MPOs, and TxDOT with information on engineering solutions that decrease response times.

Collaboration with city engineering staff and adjacent municipal groups is key to develop a well-rounded toolbox of engineering solutions. The City of Midland has unique challenges, but overall ideas and improvements can be shared between adjacent groups to meet the goal of vision zero and reducing crash response times. Potential people or agencies that could be used as resources are:

- Permian Basin Metropolitan Planning Organization (MPO)
- Midland County Engineers
- City of Odessa Engineers

Chapter 7. Implementation Plan

This chapter reviews the full list of recommended projects, strategies, and actions and provides additional supporting details to implement the Safety Action Plan in Midland. A strong implementation plan not only identifies "what" and "why" actions need to be done to improve road safety, but also "who," "when," and "how" by identifying partners, timeframe, and funding sources. The entirety of this plan's recommendations for projects, policies, and programs is summarized in the Implementation Matrix beginning on page 138.

Additionally, to ensure that the plan continues through the implementation phase and remains relevant, this chapter sets forth annual reporting and update procedures for the Task Force.

Vision Zero Implementation Matrix

How to Read the Implementation Matrix

Implementation Partners

These departments and organizations have been identified as having an important role to play in the implementation of the Safety Action Plan. In the Implementation Matrix under the column "Responsible Parties" includes all partners that should be consulted during the implementation of the corresponding action. Partners listed first and bolded are expected to be the lead implementer and should report to the Task Force on the progress of the action item. Below lists a key for the partners identified in Implementation Matrix tables:

- City Mayor/City Manager's Office (MCM)
- City Engineering Department (CED)
- City Developmental Services (CDS)
- City Planning Department (CPD)
- Grants Office (GO)
- Strategic Communications (SC)
- Midland Police Department (MPD)
- Midland Fire Department (MFD)
- Midland Chamber of Commerce (MCC)
- Midland Hispanic Chamber of Commerce (MHCC)

- Texas Department of Transportation (TXDOT)
- Midland Independent School District (MISD)
- Midland Health (MH)
- PermiaCare (PC)
- United Way of Midland (UW)

Timeframes for Implementation

For every strategy, each action provides an estimated timeframe for implementation. The estimate timeframe for implementation allows for better decision making and allocation of funding to complete the action plan strategies and actions in a timely manner. This is broken out between the following:

- Short (<2 years): This action is a top priority and can be a "quick win" for Vision Zero.
- Medium (2-5 years): This action may take more time but can be accomplished before the next CSAP update.
- Long (>5 years): This action will require many years but will have significant impact when complete.

Funding Sources

Funding and its source is an important step in implementing the action plan. The matrix also provides the information if the action can be accomplished through three different funding sources:

- Existing Funds
- Reallocation of Funds
- Grant Acquisition

Countermeasure Recommendations (Chapter 5)

Table 23: Countermeasure Recommendations Summary

Action #	Description	Which of the six "E"s	Responsible Party	Timeframe	Funding
Strategy CM1.	Construct recommended countermeasures on the corridors identified in Chapter 5	Engineering	CED, GO, TXDOT	Long (>5 years)	Grant Acquisition
Action CM1.1	Prioritize existing recommendations by areas of the highest need for grant funding applications	Evaluation; Equity	CED; GO; TXDOT	Short (<2 years)	Grant Acquisition
Action CM1.2	Obtain funding and construct the targeted countermeasures	Engineering	CED; GO; TXDOT	Medium (2-5 years)	Grant Acquisition
Strategy CM2.	Study the remaining HIN segments identified in Chapter 4 for targeted countermeasure application	Evaluation, Engineering	CPD; CED; GO; TXDOT	Short (<2 years)	Grant Acquisition
Action CM2.1	Prioritize remaining segments by areas of the highest need for study priority.	Evaluation; Equity	CPD; CED; GO; TXDOT	Short (<2 years)	Grant Acquisition
Strategy CM3.	Implement the systemic countermeasures in design standards or other engineering resources to increase their usage citywide	Engineering	CED; CPD	Medium (2-5 years)	Reallocation
Action CM3.1	Update citywide intersection, access management, traffic calming, and bicycle/pedestrian design standards to include the use of each of the systemic countermeasures.	Engineering	CED; CPD	Medium (2-5 years)	Reallocation

Roadway and Lane Departure Recommendations (Chapter 6)

Table 24: Goals and Strategies for Roadway and Lane Departure Emphasis Area

Action #	Description	Performance Metric
Strategy LD1. Partner with TXDOT to identify and promote awareness of public rest stops in Midland.		
Action LD1.1	Evaluate the locations of existing rest stops.	Number of rest stops within Midland city limits
Action LD1.2.	Develop wayfinding material meant to show where rest stop exists.	
Strategy LD2. Update design standards to address deficiencies that may contribute to roadway/lane departure crashes.		
Action LD2.1.	Conduct a study on roadway/lane departure crash locations.	Number of projects in design for lane departure issues Number of projects in construction for lane departure issues
Action LD2.2.	Prioritize fixing the issues discovered.	

Speed-Related Recommendations (Chapter 6)

Table 25: Goals and Strategies for the Speed-Related Emphasis Area

Action #	Description	Performance Metric
Strategy SP1. Ensure pending projects meet safety needs and opportunities.		
Action SP1.1.	Evaluate all pending and future construction projects.	Make the evaluation standards public for designer to be able to use
Strategy SP2. Implement a campaign encouraging safe driving behaviors.		
Action SP2.1.	Develop a partnership with TXDOT.	Number of campaign billboards and message boards in use
Action SP2.2.	Determine a campaign strategy.	
Strategy SP3. Establish a neighborhood traffic calming program.		
Action SP3.1.	Determine a funding source for the program.	Number of traffic calming locations addressed
Action SP3.2.	Pass policy that would allow the creation of the program.	
Action SP3.3.	Create a traffic calming toolbox for speed management.	
Strategy SP4. Support senate bill SB1663.		
Action SP4.1.	Garner local political support for this bill.	Have bill SB1663 passed

Which E	Responsible Parties	Timeframe	Can be accomplished through existing funds	Can be accomplished through reallocation of funds	Can be accomplished through grant acquisition
Encouragement	TXDOT, MCM	Short (<2 years)	N	Y	Y
Encouragement	TXDOT, MCM, SC	Medium (2 – 5 years)	N	Y	Y
Engineering; Evaluation	CED, CDS	Short (<2 years)	N	Y	Y
Engineering; Evaluation	CED, CDS	Long (> 5 years)	N	N	Y

Which E	Responsible Parties	Timeframe	Can be accomplished through existing funds	Can be accomplished through reallocation of funds	Can be accomplished through grant acquisition
Engineering	CED	Medium (2-5 years)	Y	Y	N
Education	TXDOT, SC	Short (<2 years)	N	Y	N
Education	TXDOT, SC	Short (<2 years)	N	Y	Y
Engagement	CDS, GO, CED	Short (<2 years)	N	N	Y
Engagement	CDS, CED	Medium (2-5 years)	N	N	Y
Engineering	CED	Medium (2-5 years)	N	Y	Y
Engagement	MCM	Short (<2 years)	N	Y	N

Intersection-Related Recommendations (Chapter 6)

Table 26: Goals and Strategies for the Intersection-Related Emphasis Area

Action #	Description	Performance Metric
Strategy IN1. Update intersection design standards and access management policies.		
Action IN1.1.	Develop new intersection design standards.	Completion and adoption of updated intersection and access management standards
Action IN1.2.	Develop new access management policies.	
Action IN 1.3.	Integrate the systemic countermeasures recommended.	
Strategy IN2. Develop a campaign strategy to remind drivers to use safe driving behaviors at intersections.		
Action IN2.1.	Create educational campaign materials and strategies for implementation.	The educational materials are completed
Strategy IN3. Establish a targeted enforcement program for red light and stop sign running.		
Action IN3.1.	Develop a plan for the targeted enforcement efforts.	Hours spent by officers in targeted intersection enforcement areas
Strategy IN4. Update Citywide signal timing.		
Action IN4.1.	Update the current signal timing plan citywide.	Citywide traffic signal timings are updated
Action IN4.2.	Create policy that would require an evaluation on signals timing plan every five years.	
Strategy IN5. Implement the use of ITS technologies.		
Action IN5.1.	Utilize existing ITS technologies to monitor red light running.	Existing traffic detection cameras are used for data collection

Which E	Responsible Parties	Timeframe	Can be accomplished through existing funds	Can be accomplished through reallocation of funds	Can be accomplished through grant acquisition
Engineering	CED	Medium (2-5 years)	N	Y	Y
Engineering	CED	Medium (2-5 years)	N	Y	Y
Engineering	CED, CDS	Long (>5 years)	N	Y	Y
Education	SC, CDS, GO	Short (<2 years)	N	N	Y
Enforcement	MPD, GO, CDS	Short (<2 years)	N	N	Y
Engineering; Evaluation	CED	Medium (2-5 years)	N	Y	Y
Engineering	CED	Long (>5 years)	N	Y	Y
Evaluation	CED, CDS	Medium (2-5 years)	Y	Y	Y

Distracted Driving Recommendations (Chapter 6)

Table 27: Goals and Strategies for the Distracted Driving Emphasis Area

Action #	Description	Performance Metrics
Strategy DD1. Develop a campaign that discourages cell phone use when driving.		
Action DD1.1.	Create education materials and programs targeted at young drivers.	• Number of schools participating in the educational program • Number of billboards and message boards with campaign materials in place
Action DD1.2.	Bring awareness to the dangers of texting and driving to all drivers.	
Strategy DD2. Develop enforcement strategies to mitigate for cell phone use when driving.		
Action DD2.1.	Create a targeted enforcement plan for school zones.	Number of crashes in school and work zones
Action DD2.2.	Create a targeted enforcement plan for work zones.	
Strategy DD3. Implement streetscaping techniques to reduce distracted driving.		
Action DD4.1.	Update streetscaping design standards.	• New streetscaping standards are accepted • Number of demonstration projects completed
Action DD4.2.	Implement the use of demonstration projects to determine beneficial permanent projects.	

Which E	Responsible Parties	Timeframe	Can be accomplished through existing funds	Can be accomplished through reallocation of funds	Can be accomplished through grant acquisition
Education	TXDOT, SC, MISD, MPD	Short (<2 years)	N	Y	Y
Education	TXDOT, SC, MPD	Short (<2 years)	N	Y	Y
Enforcement	MPD	Medium (2-5 years)	N	Y	Y
Enforcement	MPD	Medium (2-5 years)	N	Y	Y
Engineering	SC, CDS	Short (<2 years)	N	N	Y
Engineering	SC, CDS, GO	Medium (2-5 years)	N	N	Y

Impaired Driving Recommendations (Chapter 6)

Table 28: Strategies and Actions for the Impaired Driving Emphasis Area

Action #	Description	Performance Metrics
Strategy ID1. Spread awareness about the consequences of impaired driving.		
Action ID1.1.	Provide access to a drunk driving simulator.	• Impaired driving simulator is funded • Number of kits used during the year
Action ID 1.2.	Expand on the NHTSA and TxDOT Campaigns to better fit Midland's needs and create an educational campaign for young drivers.	
Action ID 1.3.	Develop an impaired driving awareness pop-up event kit.	
Strategy ID2. Encourage businesses and special event holders to provide mobility alternatives for patrons.		
Action ID2.1.	Create a new requirement for the obtainment of a Special Event Permit.	• New requirement for receiving a special even permit is accepted • Number of participating businesses
Action ID2.2.	Develop incentives for businesses to promote sober ride materials.	
Strategy ID3. Acquire substance abuse and mental health help resources for the community.		
Action ID3.1.	Develop a partnership with organizations that supports these efforts.	Funding for substance abuse and mental health resources is acquired
Action ID3.2.	Obtain grants to fund the needed resources.	
Strategy ID4. Develop an understanding of impaired driving citation patterns.		
Action ID4.1.	Perform a study reviewing citation patterns for impaired driving incidents.	Results of the study should be made public on the city website

Unrestrained Persons Recommendations

Table 29: Strategies and Actions for the Unrestrained Persons Emphasis Area

Action #	Description	Performance Metrics
Strategy UP1. Develop a seatbelt usage campaign.		
Action UP1.1	Create a partnership with TXDOT to develop campaign strategies.	Seatbelt campaign is implemented
Strategy UP2. Gather more participation in the Midland Fire Department's Car Seat Information Program.		
Action UP2.1.	Develop an advertisement strategy for the program.	Number of appointments filled for the Car Seat Information Program

Which E	Responsible Parties	Timeframe	Can be accomplished through existing funds	Can be accomplished through reallocation of funds	Can be accomplished through grant acquisition
Education	MCM, GO, CDS	Medium (2-5 years)	N	N	Y
Education	SC, MISD, MPD	Short (<2 years)	N	N	Y
Education	TXDOT, SC	Medium (2-5 years)	N	Y	Y
Encouragement	MCC, MHCC, CDS, MCM	Short (<2 years)	Y	Y	N
Encouragement	MCC, MHCC	Short (<2 years)	Y	Y	N
Equity; Encouragement	GO, MH, PC, UW	Medium (2-5 years)	Y	Y	Y
Equity; Encouragement	GO, MH, PC, UW	Long (>5 years)	N	N	Y
Enforcement	MPD, CED	Short (>2 years)	Y	Y	Y

Which E	Responsible Parties	Timeframe	Can be accomplished through existing funds	Can be accomplished through reallocation of funds	Can be accomplished through grant acquisition
Education	TXDOT, SC	Short (>2 years)	N	Y	Y
Education; Engagement	SC, MFD	Short (>2 years)	Y	Y	Y

Vulnerable Road User Recommendations (Chapter 6)

Table 30: Strategies and Actions for the Vulnerable Road Users Emphasis Area

Action #	Description	Performance Metrics
Strategy VRU1. Prioritize the implementation of safer pedestrian and bicycle facilities.		
Action VRU1.1.	Update the existing Hike and Bike Master Plan.	The Hike and Bike Master Plan is updated
Action VRU1.2.	Implement the projects and policies from the updated master plan.	
Strategy VRU3. Create a Safe Routes to School Partnership Program.		
Action VRU2.1.	Develop local partnerships to help with the implementation of the program.	• Number of schools participating in the Safe Routes to School Program • Number of schools with safe routes
Action VRU2.2.	Evaluate school sites to identify specific improvements around schools with the highest need.	
Action VRU2.3.	Acquire grants to fund the recommended improvements.	
Action VRU2.4.	Conduct school-based bicycle and pedestrian related activities.	
Strategy VRU3. Develop a citywide ADA Transition Plan.		
Action ID3.1.	Apply for grants to fund the ADA Transition Plan.	ADA transition plan is completed
Action ID3.2.	Complete and implement the ADA Transition Plan.	

Which E	Responsible Parties	Timeframe	Can be accomplished through existing funds	Can be accomplished through reallocation of funds	Can be accomplished through grant acquisition
Engineering	CED, GO, CPD	Medium (2-5 years)	Y	Y	Y
Engineering	CED, CPD	Long (>5 years)	N	Y	N
Engagement; Equity	MISD, CED, MH, GO	Short (>2 years)	Y	N	N
Engineering; Equity	CED, MISD, MH	Medium (2-5 years)	N	N	Y
Equity	GO, MISD, CED, MCM	Medium (2-5 years)	N	N	Y
Education; Equity	SC, MPD, MISD, MFD	Medium (2-5 years)	N	Y	Y
Equity	GO, CED, CPD	Short (>2 years)	N	N	Y
Engineering; Equity	CED, CPD	Medium (2-5 years)	N	N	Y

Post Crash Care Recommendations (Chapter 6)

Table 31: Strategies and Actions for the Post Crash Care Emphasis Area

Action #	Description	Performance Metrics
Strategy PC1. Leverage technology, policies, and existing personnel to conduct more efficient investigations and reporting of crashes, facilitating swift clearance of crash scenes		
Action PC1.1.	Recognize and deploy impactful technologies aimed at capturing report data and expediting the clearing of crash scenes with greater efficiency	• Open Roads Policy is accepted and put into practice • Number of first responders with crash investigation training
Action PC1.2.	Support and Open Roads Policy statewide supporting quick clearance strategies	
Action PC1.3.	Develop crash investigation training materials for delivery to law enforcement liaisons and safety specialists to deliver trainings, especially in rural areas.	
Strategy PC2. Identify and implement engineering solutions where possible to reduce response times		
Action PC2.1.	Identify and catalog engineering techniques affecting timely response to crashes	The city-specific database of engineering solutions is created
Action PC2.2.	Reach out to adjacent Cities, Counties, MPOs, and TxDOT with information on engineering solutions that decrease response times	

Which E	Responsible Parties	Timeframe	Can be accomplished through existing funds	Can be accomplished through reallocation of funds	Can be accomplished through grant acquisition
Engineering	CED, CDS	Medium (2-5 years)	N	N	Y
Engineering	MCM	Medium (2-5 years)	N	Y	N
Enforcement	MPD	Medium (2-5 years)	N	N	Y
Engineering	CED	Short (<2 years)	N	Y	Y
Education	MCM, CED, CDS	Short (>2 years)	Y	N	N

Annual Reporting & Transparency

The Vision Zero Task Force is responsible for implementing the actions recommended in this plan with special consideration for maintaining transparency through the production of an annual Vision Zero Progress Report. Annual progress reporting procedures are established in the Vision Zero Resolution passed by City Council on April 9, 2024. Table 32 below details the procedures by how often each task is expected to be completed by the Task Force.

Table 32: Plan Updates and Timeframe

Plan Update Level	Recommended Frequency	Approval By
Minor Revision – text or wording changes, not affecting the recommendations	As needed	Vision Zero Task Force
Major Revision – any change that substantively changes a recommendation	As needed	Vision Zero Task Force
Vision Zero Implementation Progress Report	Annual	City Council
Full Plan Update	Every five years	City Council

Overall, the annual reporting of Vision Zero efforts plays a crucial role in ensuring transparency, accountability, and effectiveness in the use of public resources allocated for community safety and improvement initiatives. In addition to the online publication of this plan, a dashboard is in development to also host on the City of Midland's website to make crash data and progress on projects publicly available.

Appendix

A. Vision Zero Resolution

B. *Social Pinpoint* - Public Engagement Results

C. Field Observations Memorandum

D. Study Corridor CMF Calculations

A. Vision Zero Resolution

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.

B. *Social Pinpoint* - Public Engagement Results

Created on	Type	Comment	Up Votes	Down Votes	Latitude	Longitude
10/27/2023 6:35	Bicyclist Safety Issue	No shoulder or lane to protect cyclist	4	0	32.029944	-102.163839
11/2/2023 10:33	Bicyclist Safety Issue	Bike lane ends with no safe method of continuing through the busy Scharbauer intersection.	4	1	32.018742	-102.08896
11/2/2023 10:52	Bicyclist Safety Issue	Difficult intersection to navigate on a bike, but typically the safest place to get across Andrews Highway. Not sure if the light is on a timer or if a vehicle should trigger it, but I typically have to cross against the light when biking.	4	0	32.004284	-102.125934
11/2/2023 19:56	Bicyclist Safety Issue	Dedicated bike lane to safely cross the loop.	4	0	32.011783	-102.158368
11/10/2023 13:19	Bicyclist Safety Issue	Bicyclists regularly ignore traffic controls on Golden Gate Mockingbird to County Road 50	0	0	32.034528	-102.187829
11/18/2023 10:30	Bicyclist Safety Issue	Distracted drivers and trash in the bike lane so it's not always usable.	1	0	32.023359	-102.174397
11/18/2023 10:34	Bicyclist Safety Issue	40mph in this neighborhood so drivers get right behind me and then blow by as close as possible when they pass. One day, my 12 year old and I were just about to turn left into the school parking lot. Even though we were both clearly signaling a left turn, a large truck zoomed by us on our left blocking our ability to turn. I had to yell at my son to go straight otherwise, he would have been killed.	3	0	32.028089	-102.181349
11/18/2023 10:37	Bicyclist Safety Issue	Bike lane to cross the loop. It should last long enough to get to a neighborhood or shopping parking lot.	1	0	32.028817	-102.145557
11/18/2023 10:38	Bicyclist Safety Issue	Bike lane to cross the loop. It should extend far enough north and south to get to a neighborhood or shopping parking lot.	1	0	32.037694	-102.11277
11/18/2023 10:39	Bicyclist Safety Issue	Bike lane to cross the loop. It should extend far enough north and south to get to a neighborhood or shopping parking lot.	1	0	32.043405	-102.085176
11/27/2023 9:59	Bicyclist Safety Issue	IMO, this is a more common and safer bicycle crossing area for the loop. While actual loop crossing is relatively easy, once we reach the League Dr intersection, it feels very unsafe to either make the west bound turn or continue north on Holiday Hill. I would love to see more signage or even a dedicated bicycle lane.	1	0	32.016009	-102.159328
12/27/2023 20:43	Bicyclist Safety Issue	Our residents on bikes need a bike lane. At full capacity we will have 100 homes and a lot of folks on bikes.	0	0	31.939116	-102.154559
10/27/2023 6:29	Intersection Crossing/ Crosswalk Issue	Needs a traffic light to stop the flow of traffic so that residents and businesses can exit from driveways onto 158. Also it's just a dangerous intersection with to many roads crossing and not signal to control the flow of traffic	3	0	31.972588	-102.003593
10/31/2023 17:30	Intersection Crossing/ Crosswalk Issue	Very dangerous intersection. Speed limit should not be 45 until after Bluebird.	1	0	32.037294	-102.130581
10/31/2023 18:39	Intersection Crossing/ Crosswalk Issue	Vehicles exiting HEB back-up at this spot and/or vehicles enter the driving lanes in unsafe ways because many drivers insist on trying to turn left onto Midkiff even though traffic patterns don't allow for it. In addition, the left turn lane is almost non-functional with vehicles trying to turn into the Whataburger lot.	8	0	32.018743	-102.124733
11/3/2023 13:58	Intersection Crossing/ Crosswalk Issue	Very busy intersection during work traffic. Many car make unsafe turns because traffic backs up at stop signs and constant stream of vehicles make it impossible to turn onto the road. Suggest 4 way stop or traffic light.	6	0	31.991416	-102.16871
11/3/2023 14:20	Intersection Crossing/ Crosswalk Issue	School youth use this intersection during lunch and before/after school. There are not crossing markings or a way for them to cross in an organized manner leading to many of the younger drivers speeding through or not following 4-way stop rules to try and avoid sitting at the stop sign.	1	0	32.015686	-102.127994
11/3/2023 14:22	Intersection Crossing/ Crosswalk Issue	Difficulty turning north (right) from Wall St. onto Andrews Hwy. No matter what everyone always takes a wide turn because the angle makes it difficult to turn correctly/safely. Striping/marking is also difficult to see north of the intersection.	3	0	31.993414	-102.09864
11/10/2023 13:12	Intersection Crossing/ Crosswalk Issue	West bound traffic in the right turn only lane continues going straight causing a hazard for traffic entering Briarwood from Avalon.	2	0	32.022049	-102.179332
11/16/2023 12:52	Intersection Crossing/ Crosswalk Issue	Drivers often confused and yield inappropriately	6	0	32.010742	-102.099077
11/17/2023 9:50	Intersection Crossing/ Crosswalk Issue	This incredibly wide four-way stop just doesn't work most days.	6	0	31.991912	-102.157563

11/17/2023 13:16	Intersection Crossing/ Crosswalk Issue	Traffic signals are needed here badly along with a reduced speed limit. Traffic on Briarwood backs up and creates congestion and impatience. Traffic on 158 turning onto Briarwood makes this more dangerous. This intersection needs more turn lanes, better lighting, and signaling.	7	0	32.014699	-102.210231
11/18/2023 7:32	Intersection Crossing/ Crosswalk Issue	Needs to go back to two lanes to turn north on A street. This backs up close to the loop off ramp with people trying to access the neighborhoods north of the loop off of A street.	6	0	32.041578	-102.096212
11/18/2023 7:55	Intersection Crossing/ Crosswalk Issue	A light is needed here for safety.	3	0	32.014481	-102.209759
11/18/2023 21:14	Intersection Crossing/ Crosswalk Issue	Extremely unsafe intersection. There is limited visibility from all sides. There's a great need for a traffic light, better and longer turn lanes, and controlling the traffic backup that happens.	3	0	32.014794	-102.210067
11/18/2023 21:21	Intersection Crossing/ Crosswalk Issue	Dangerous intersection. Need a light as well as a turn-left lane for those going west-bound turning into the neighborhood.	1	0	32.060866	-102.077699
11/27/2023 7:55	Intersection Crossing/ Crosswalk Issue	People on the right lane are not allowing oncoming vehicles to safely enter from the ramp. Either the right lane should have an area marked to merge left before the ramp to allow for oncoming traffic, or the loop should be extended there as it is on other intersections. Side note: The terms and conditions for this submission are not showing up (image attached).	0	0	32.043093	-102.089687
12/14/2023 20:07	Intersection Crossing/ Crosswalk Issue	Intersection was safer before it was reconfigured. Now more difficult to see southbound traffic.	1	0	31.985187	-102.077872
12/15/2023 4:26	Intersection Crossing/ Crosswalk Issue	Would like to see a bus lane installed down 307. School busses stopping traffic on 307 at rush hour times both in the morning and afternoon create dangerous situations.	0	0	32.010902	-101.967406
12/15/2023 4:33	Intersection Crossing/ Crosswalk Issue	This intersection needs to be completely re-built. 5 points is the most dangerous intersections in the county	0	0	31.972811	-102.003409
12/15/2023 4:35	Intersection Crossing/ Crosswalk Issue	Right and left turn lanes installed on 1379 at this intersection.	0	0	31.999561	-101.886694
12/15/2023 12:36	Intersection Crossing/ Crosswalk Issue	We desperately need either an overpass or an underpass at Garfield and Front and Industrial. Someone will die on the way to the hospital from south of the tracks. Right now all traffic that needs to avoid dealing with two roads and a railroad track are forced to go through downtown Midland which is already strangled with traffic at all hours. Will it take the death of someone "important" to get this done?	2	0	31.98558	-102.093527
12/26/2023 17:04	Intersection Crossing/ Crosswalk Issue	Traffic always backs up during rushes because of the intersection between I-20 & 1788. The exit ramp off of the interstate should be pushed back to help. The interchange could be rebuilt, and a diverging diamond interchange might work.	0	0	31.911136	-102.215887
12/26/2023 17:12	Intersection Crossing/ Crosswalk Issue	It would be funny if one of these streets had a bridge. 158 makes the most sense, but 120 seems to be a better option.	0	0	31.972509	-102.003061
12/27/2023 20:35	Intersection Crossing/ Crosswalk Issue	This intersection needs a light badly. It is nearly impossible to turn north on Antelope from eastbound Cholla.	0	0	31.907126	-102.214072
12/27/2023 20:39	Intersection Crossing/ Crosswalk Issue	This intersection desperately needs a light. It's nearly impossible to turn left onto Antelope from either direction on cholla. I accidentally made this comment on the wrong intersection but couldn't delete it.	0	0	31.945899	-102.141405
12/27/2023 21:02	Intersection Crossing/ Crosswalk Issue	There needs to be a 4 way stop installed here to slow/deter the flow of traffic through this neighborhood.	1	0	32.011692	-102.114546
12/28/2023 8:15	Intersection Crossing/ Crosswalk Issue	Vehicles consistently go into the crosswalk or drive through the light. There have been multiple accidents involving children crossing the street in this area. A pedestrian bridge could alleviate some of the issues.	0	0	32.017855	-102.133093
12/29/2023 4:54	Intersection Crossing/ Crosswalk Issue	Most dangerous intersection needs to be addressed sooner than what's indicated on xdot plans	0	0	31.944499	-102.172747
12/30/2023 8:12	Intersection Crossing/ Crosswalk Issue	Very difficult to turn left off of Avalon onto Briarwood. Would like to see deceased speed during school pick up and drop off hours.	1	0	32.022095	-102.179224

12/31/2023 12:57	Intersection Crossing/ Crosswalk Issue	The turn-off for westbound Loop 250 Frontage traffic onto North 349 should be much longer, allowing more vehicles to queue. Those vehicles block through traffic.	1	0	32.044137	-102.084765
1/1/2024 9:15	Intersection Crossing/ Crosswalk Issue	Too many serious accidents at this intersection. Need a traffic light, or overpass and ramps for this intersection.	0	0	31.939376	-101.883865
11/1/2023 10:06	Lighting Issue	Lighting in the AM for school bus pick up is very bad. I have seen several near misses here with the bus and traffic. Its mainly the high school bus stop. Speeding is also bad here due to increase in houses built.	0	0	32.060582	-102.079639
11/1/2023 21:24	Lighting Issue	lighting at night for all streets and entire street not good or non-existent	0	0	32.021033	-102.138686
11/2/2023 11:13	Lighting Issue	Pioneer Park has insufficient lighting.	0	0	32.003727	-102.147137
11/18/2023 12:31	Lighting Issue	There are more street lights on Main Street and residential side streets in this area needed because the streets are dark at night and drivers are not able to see well enough to see pedestrians or other objects in streets. We also need a signal light at the intersection of Main & Scarbruer street.	0	0	32.024591	-102.079685
11/30/2023 15:10	Lighting Issue	The north-directed light at this intersection is tilted downward and you can't see the color until you're right under it. Also, it doesn't seem to align with the light by DK, as the marked intersection light will be red while the light by DK is green or yellow.	0	0	32.017691	-102.088558
12/13/2023 23:13	Lighting Issue	More lighting is needed on these long blocks just West of Midland Dr. (Stanolind, Gulf, Humble)	0	0	32.006793	-102.140279
12/15/2023 1:21	Lighting Issue	Street lighting is inadequate on this particular stretch of Industrial Ave. A fatality was reported in a single vehicle crash in May of 2022.	0	0	31.98829	-102.087791
12/15/2023 7:49	Lighting Issue	There is no lighting on the stretch of 1130.	0	0	32.009686	-101.979325
12/18/2023 10:13	Lighting Issue	Too dark at night and everyone drives with brights, making it harder to see the road. Need street lights.	0	0	32.073207	-102.070531
12/27/2023 23:41	Lighting Issue	Add more lights	0	0	31.999028	-102.048837
12/29/2023 22:59	Lighting Issue	Turn signal is not visible unless you are directly under it and in the intersection.	0	0	32.02032	-102.080633
10/31/2023 18:22	Other Traffic Safety Concern	Some cars on West Golf Course don't want to wait at the stoplight, so they turn into the church's parking lot and speed through it to the far entrance (far West side) to turn onto Andrews Highway. They pay no attention to other traffic or pedestrians on the lot.	2	0	32.004844	-102.124806
11/1/2023 9:25	Other Traffic Safety Concern	Traffic backing up onto Loop 250	5	0	32.03084	-102.141384
11/1/2023 10:04	Other Traffic Safety Concern	Need to have 4 way stop or Light here to control traffic trying go across Mockingbird very soon you will have a bad wreck here. In the morning and 5 pm very dangerous.	2	0	32.060801	-102.077644
11/1/2023 21:27	Other Traffic Safety Concern	many common drives behind houses deteriorated greatly and need repaving. Several streets in area could use repaving as well.	0	0	32.020887	-102.138659
11/2/2023 9:29	Other Traffic Safety Concern	Constant U-Turns here cause major concern for those trying to turn right out of the neighborhood on Heritage Oaks Drive to Briarwood. Not sure what the solution is for those leaving the apartment complex (on the north side of Briarwood) that need to go east since there is a median in the way and they can't turn left without doing a u-turn, but there is entirely too much high-speed traffic on Briarwood for people pulling out in front of others while doing a u-turn.	3	0	32.022813	-102.176381
11/2/2023 10:50	Other Traffic Safety Concern	I've had drivers pass me on the left in this school zone for no apparent reason. People park all along the neighboring streets for school pickup. Drivers frequently seen with cell phones in hand rolling through the stop signs.	0	0	31.995952	-102.129475
11/2/2023 10:55	Other Traffic Safety Concern	Although there are signs telling drivers to not form a line in the road for the Starbucks, there is still a line in the road nearly daily. Further, drivers turning from Midland drive or funneling from the Loop exits do not yield correctly in order to get to the turn for the Starbucks and strip mall.	7	0	32.029064	-102.144404
11/3/2023 13:56	Other Traffic Safety Concern	This road has a lot of traffic and is a poorly maintained road - lots of pothole on top of potholes, slow traffic turning into fast traffic, and non existent road markings.	2	0	32.020484	-102.185555
11/3/2023 14:01	Other Traffic Safety Concern	Many cars making right turn here drive on uneven shoulder to get out of fast moving traffic. Safer to have a dedicated turn lane here or slower speed limit.	3	0	32.00551	-102.191219
11/3/2023 14:29	Other Traffic Safety Concern	Always congested on Big Spring from about Stokes to I-20. This causes cars to block intersections (especially the one at Longview and Big Spring!) and commercial entry/exits when they try to make the light.	1	0	31.97358	-102.074296

11/10/2023 13:15	Other Traffic Safety Concern	There is no shoulder on the southbound lane with a dangerous drop-off. Lanes are narrow and traffic exceeds speed limits.	1	0	32.032437	-102.182658
11/16/2023 12:48	Other Traffic Safety Concern	traffic light is desperately needed at 349 and Occidental, very dangerous intersection, many accidents here	5	0	32.08032	-102.090883
11/16/2023 12:53	Other Traffic Safety Concern	County road 140 is in bad condition. Too many potholes makes it dangerous to drive. It is all the way from 349 to the intersection of 1160.	1	0	31.931459	-102.049899
11/17/2023 8:40	Other Traffic Safety Concern	Better design exiting ramp and extend light timing during peak times. A better exit ramp would help a lot.	4	0	32.030628	-102.142348
11/17/2023 9:38	Other Traffic Safety Concern	Road conditions are poor, and only getting worse. Heavy traffic at all hours of the day, and avoiding potholes within two lanes sometimes seems like a hazard in itself.	1	0	32.018128	-102.195768
11/17/2023 9:43	Other Traffic Safety Concern	Roads are in worse condition every time I need to head this way, and the volume of entrances makes it a bit of a crapshoot as to what's going to happen.	4	0	32.031823	-102.127608
11/17/2023 10:05	Other Traffic Safety Concern	People will use the Bowlero parking lot to cut past the intersection, even speeding through/ underneath the awning at the front entrance. I've seen people almost ran over at the front doors due to this.	3	0	32.016917	-102.15811
11/17/2023 13:07	Other Traffic Safety Concern	finish this project!!!	7	1	32.009436	-102.103758
11/18/2023 7:54	Other Traffic Safety Concern	Speed limit too high all along 158, from 191 to 1788. There is too much traffic for the 2 lanes.	1	0	32.000652	-102.182465
11/18/2023 8:05	Other Traffic Safety Concern	This exit ramp has been a problem for AT LEAST more than a decade. During rush house it backs up onto the loop and drivers coming off the loop don't have time to slow down from 60mph to stop. This happens at other exits too. All the loop exits need to be flipped the way the exits and entrances from the Loop to 191 were recently switched.	5	0	32.030818	-102.14088
11/18/2023 10:07	Other Traffic Safety Concern	Need light	3	0	32.074484	-102.089113
11/18/2023 10:07	Other Traffic Safety Concern	Need light	0	0	32.083002	-102.091774
11/18/2023 10:09	Other Traffic Safety Concern	Finish road	3	0	32.063274	-102.066894
11/18/2023 10:20	Other Traffic Safety Concern	There needs to be an additional outlet to Loop 250. Mockingbird, Magellan, Stonebridge, Lamesa access to 349 and Loop 250 is not enough.	3	0	32.063087	-102.067371
11/18/2023 20:59	Other Traffic Safety Concern	There is a pot hole forming	1	0	32.080747	-102.091064
11/18/2023 21:18	Other Traffic Safety Concern	There is no set turn-left lane for those coming southbound trying to turn into LST. This is unsafe and is dangerous for those leaving the neighborhood.	3	0	32.074497	-102.089202
11/18/2023 21:24	Other Traffic Safety Concern	Unusual traffic pattern with an unregulated turn. Should be a traffic light.	0	0	32.03464	-102.094093
11/20/2023 15:31	Other Traffic Safety Concern	This light turns red when no traffic is present on the cross streets. It backs up traffic. It is also a very short light and causes traffic to back up for half a mile.	1	0	32.0316	-102.128729
11/29/2023 9:09	Other Traffic Safety Concern	Long lines to turn left at light. The right lane could be used for left turns also.	0	0	32.048079	-102.063053
12/2/2023 14:07	Other Traffic Safety Concern	Road needed to connect with the loop 250	1	0	32.063151	-102.066818
12/2/2023 14:14	Other Traffic Safety Concern	Enable the right line to turn left when the light is green, So both lines can turn left to the 349.	0	0	32.059441	-102.084038
12/2/2023 14:17	Other Traffic Safety Concern	Add a new line or exit to turn right.	2	0	32.080934	-102.090996
12/2/2023 14:34	Other Traffic Safety Concern	Road needed to connect the loop 250 with the Fairgrounds Rd, there are new home constructions and a future school on the area, Mockingbird Ln is not going to be enough to handle all the traffic.	1	0	32.05048	-102.063611
12/2/2023 14:36	Other Traffic Safety Concern	Road needed to connect the the Fairgrounds Rd with the loop 250, there are new home constructions and a future school on the area, Mockingbird Ln is not going to be enough to handle all the traffic.	1	0	32.063328	-102.066872
12/13/2023 14:45	Other Traffic Safety Concern	This new intersection has a "right-turn-only" lane where the "go straight lane" should be. This causes the left-turn and straight lanes under the bridge to be out of alignment, confusingly requiring drivers to shift lanes mid-intersection. Just remove the right-turn-only signage and allow the right lane to go straight or turn right, or add a true right-turn lane.	0	0	31.93481	-102.169075
12/13/2023 14:51	Other Traffic Safety Concern	This intersection needs either an all-way stop or the right lane of Northbound Tradewinds to be required to turn right at Thomason. The traffic on Thomason backs up all the way to Loop 250 in the afternoon and before sporting events because it is difficult to make the right turn with light but steady traffic coming up Tradewinds.	1	0	31.975836	-102.151002

12/13/2023 14:53	Other Traffic Safety Concern	This intersection needs either an all-way stop or the right lane of Northbound Tradewinds to be required to turn right at Thomason. The traffic on Thomason backs up all the way to Loop 250 in the afternoon and before sporting events because it is difficult to make the right turn with light but steady traffic coming up Tradewinds.	1	0	31.979882	-102.152413
12/13/2023 14:59	Other Traffic Safety Concern	Mockingbird needs to be continuous between Garfield and A St.	2	0	32.051717	-102.117019
12/13/2023 15:07	Other Traffic Safety Concern	Whitman needs to continue through here. The surrounding neighborhoods have a lot of unnecessary traffic due to drivers needing to navigate around the unfinished section.	1	0	32.038071	-102.121407
12/13/2023 15:22	Other Traffic Safety Concern	Foolishly dangerous jog here. Figure out a way to take the jog away from the intersection. Perhaps diverting the West leg southward and the East leg northward so they connect directly at Garfield.	0	0	32.002422	-102.101505
12/13/2023 23:18	Other Traffic Safety Concern	This is a dangerous curve with the view blocked by bumper to bumper parking on both sides of the street. At least one side should be no parking in the curves.	0	0	32.027643	-102.148433
12/13/2023 23:28	Other Traffic Safety Concern	Contrary to the map, CR 130 does not continue West of Midkiff. It should continue straight through to Antelope Trail and further on to CR 1250. (I realize this is not in the city limits.)	0	0	31.935147	-102.098222
12/13/2023 23:30	Other Traffic Safety Concern	CR 120 needs to be continued to CR 1210 (Midkiff) and further on to Antelope Tr.	0	0	31.951461	-102.094209
12/13/2023 23:33	Other Traffic Safety Concern	Midland Dr should continue South of I-20 along the survey section line. S CR 1220 should be realigned along this section line and continue south all the way to CR 140. Had this been done before the I-20 work was planned they would undoubtedly have already put a bridge here, helping with our current construction traffic issues.	0	0	31.958817	-102.122962
12/13/2023 23:36	Other Traffic Safety Concern	Midland Dr should have been realigned to follow the section line many years ago before all of the businesses were built south of this curve. It should be straightened to align with Midland Dr South of BI-20 and an interchange should be constructed to allow traffic straight across BI-20 and the railroad tracks.	0	0	31.97287	-102.127962
12/13/2023 23:37	Other Traffic Safety Concern	Midland Dr should be able to cross the railroad tracks and Wall St at this location. North Midland Dr should be realigned to meet up here.	0	0	31.968738	-102.125967
12/13/2023 23:42	Other Traffic Safety Concern	Midkiff South of I-20 should have been widened to 4+1 lanes when the reconstruction was done a couple of years ago. The extra width should continue to County Road 140.	0	0	31.962658	-102.106526
12/13/2023 23:43	Other Traffic Safety Concern	Cotton Flat Rd South of I-20 should have been widened to 4+1 lanes when the reconstruction was done a couple of years ago. The extra width should continue to County Road 140.	0	0	31.966499	-102.090089
12/13/2023 23:46	Other Traffic Safety Concern	The misalignment of County Road 150 (due to negligence of Midland County government over the years) has resulted in two dangerous jogs: one at CR 1200 and the other at TX 349. The one at CR 1200 could be remediated by obtaining some of the empty property around the house at this corner and installing a curve West of 1200 allowing 150 to continue straight across 1200.	0	0	31.91127	-102.072301
12/13/2023 23:50	Other Traffic Safety Concern	The misalignment of 150 causes dangerous and inconvenient intersections at Hwy 349. The county should have obtained the property at this corner years ago when it was vacant. Now it will cost more but should still be done. A curve should be installed West of 349 so that 150 is aligned straight across the highway, eliminating the extra intersection and the head-on traffic that occurs in the left-turn lane on 349.	0	0	31.91535	-102.056143
12/13/2023 23:53	Other Traffic Safety Concern	This is an insanely dangerous location where the county chose to match up opposing traffic lanes. I see a near head-on collision at least once a week here. Antelope Tr/1232 needs to be widened all the way to CR 120 to allow the lanes to match up and provide a left turn lane onto 120.	1	0	31.944561	-102.140408
12/13/2023 23:53	Other Traffic Safety Concern	There needs to be a left turn lane for southbound traffic at this intersection. The traffic light should be replaced with a 4-way stop.	0	0	31.941101	-102.138047
12/13/2023 23:56	Other Traffic Safety Concern	The county needs to obtain the right-of-way to continue CR 120 all the way to CR 1250. If there's no planning of roads we will have a ridiculously dangerous mess that is too expensive to fix.	0	0	31.940901	-102.138798
12/13/2023 23:59	Other Traffic Safety Concern	The county should obtain right-of-way to continue CR 120 along the proper alignment to and beyond Antelope Tr/CR 1232 and eliminate this jog. Someday this will be a major street with businesses along it and it will be cost-prohibitive to fix it then.	0	0	31.941247	-102.137361

12/14/2023 0:01	Other Traffic Safety Concern	CR 120 should intersect CR 1250 here to alleviate traffic at I-20 and guarantee a safe, straight roadway in the future as businesses continue to go up. It should follow the section line as straight as possible.	0	0	31.935529	-102.1612
12/14/2023 0:04	Other Traffic Safety Concern	I guess not much to be done about this unnecessarily dangerously curvy road now that it's built. Millions of taxpayer dollars spend to build a road at the whim of a handful of property owners, instead of using imminent domain to make a straight safe road. Stripes need to be highly reflective and well-maintained and some lighting should be installed at county expense to improve the safety along these curves.	0	0	31.919594	-102.130237
12/14/2023 0:14	Other Traffic Safety Concern	The county should obtain right-of-way to continue 150 on a straight path to 1232.	0	0	31.907117	-102.089403
12/14/2023 0:16	Other Traffic Safety Concern	The county should obtain right-of-way to continue CR 160 West on as straight a path as possible all the way CR 1210.	0	0	31.900669	-102.052538
12/14/2023 0:19	Other Traffic Safety Concern	The county foolishly missed an opportunity to construct CR 160 through this area before businesses and oil and gas facilities were placed in the path. They should start the process to obtain right-of-way on as straight a path as possible to continue 160 from 349 all the way to the line where 1230 should fall. Actual construction won't be necessary immediately, but if the land is not obtained we will end up with dangerous jogs in the roads.	0	0	31.893382	-102.084103
12/14/2023 0:25	Other Traffic Safety Concern	The county should obtain right-of-way to continue CR 140 all the way to FM 1788 along as straight a path as possible, before more businesses and oil and gas facilities make the future roadway dangerously curvy and jogged. This path will also reduce some traffic congestion on 1232 and I-20 as well as the 1788/I-20 intersection. (This will be especially important in around 3 years when TxDOT tears down the 1788 overpass to switch it around.)	0	0	31.913274	-102.12734
12/14/2023 0:29	Other Traffic Safety Concern	The county NEEDS to obtain right-of-way to extend CR-130 STRAIGHT through to Antelope/1232. They should also obtain right-of-way to extend it along a straight path all the way to line up with CR-1250, which will provide safe roadway infrastructure through this rapidly building area.	1	0	31.927498	-102.132061
12/14/2023 0:31	Other Traffic Safety Concern	The county should obtain right-of-way to continue CR-1250 STRAIGHT along the section line to intersect with the CR-140 line. This is a rapidly building area and safe arterial road infrastructure is an important responsibility of the county government.	0	0	31.935438	-102.161114
12/14/2023 0:33	Other Traffic Safety Concern	CR 120 should intersect CR 1250 here to alleviate traffic at I-20 and guarantee a safe, straight roadway in the future as businesses continue to go up. It should follow the section line as straight as possible.	0	0	31.933924	-102.168893
12/14/2023 0:34	Other Traffic Safety Concern	The county should obtain right-of-way to continue CR-1250 STRAIGHT along the section line to intersect with the CR-140 line. This is a rapidly building area and safe arterial road infrastructure is an important responsibility of the county government.	0	0	31.931889	-102.168276
12/14/2023 0:38	Other Traffic Safety Concern	Here should be the intersection of S CR-1250 and W CR-140.	0	0	31.905651	-102.159634
12/14/2023 0:43	Other Traffic Safety Concern	The county needs to obtain right-of-way to construct County Road 1240 along the appropriate section line before encroaching businesses make a safe, straight road prohibitively expensive to build. It should be continued at least to the CR-130 line, with property acquisition continuing to the CR-140 line for future expansion.	0	0	31.942011	-102.155385
12/14/2023 0:47	Other Traffic Safety Concern	The county should obtain right-of-way to continue CR-1200 South all the way to CR-180. This will prevent any future encroachment on the proper straight road alignment by oil and gas and other development.	0	0	31.910396	-102.072022
12/15/2023 4:24	Other Traffic Safety Concern	Needs to be 4 lane to clear up those turning left onto the interstate to allow for those needing to go towards Fairgrounds to go around. Turning off of the I-20 service road east on 307 is a blind turn, hard to see cross traffic coming	0	0	31.999593	-102.017853
12/15/2023 4:29	Other Traffic Safety Concern	Needs turn lanes installed on 137 for turning right and left onto 307 at this intersection.	0	0	32.055136	-101.779531
12/15/2023 10:14	Other Traffic Safety Concern	Dangerous Intersection with high speeds on Frontage Roads not stopping, traffic backing up to the south onto the south Frontage Road. Probably needs a signal, the only Loop 250 interchange without one.	0	0	32.042009	-102.096258
12/15/2023 10:28	Other Traffic Safety Concern	Mockingbird Lane needs to be connected here between Holiday Hill Road and Oriole.	0	0	32.040476	-102.165213

12/16/2023 18:31	Other Traffic Safety Concern	It would be beneficial to have an all-way stop at the intersection of Mockingbird and Midland, similar to where Mockingbird crosses Midkiff. I am aware of several accidents that have occurred at this intersection in the last year or two.	1	0	32.043855	-102.150482
12/26/2023 17:02	Other Traffic Safety Concern	Later when I-14 replaces 158, flyover ramps will be needed from I-20 to 158. There is 4 gas stations in this area, so the land would be better used for freeway anyway.	0	0	31.982497	-102.039429
12/27/2023 20:45	Other Traffic Safety Concern	Rampant illegal dumping all up and down Cholla. We have noticed that there are mobile tire changing services that come out to change the big truck tires and just leave the tires. There are used oil drums, refrigerator boxes, and more. Our Glean Up crew cleans it often but it's hard to keep up and we have no way to handle the tires.	1	0	31.941001	-102.151029
12/27/2023 20:59	Other Traffic Safety Concern	Fairgrounds NEEDS to be completed to Loop 250! There are already over 7000 homes that have N Fairgrounds/Mockingbird to 349 as their only way out of the neighborhoods, with another 4000 being built in the Mockingbird Ridge subdivision. The new elementary school will also be built in Lone Star Trails in two years. The traffic is already horrendous and dangerous!	1	0	32.063354	-102.066902
12/27/2023 21:02	Other Traffic Safety Concern	The Occidental/349 intersection needs redone. Since Kent Kwik was opened, the traffic here has easily tripled, and Occidental needs dedicated turn lanes to turn both ways onto SH349, along with a light. There are accidents here weekly, and a traffic light would make a world of positive difference in the flow of traffic and the safety of those who use this intersection daily.	1	0	32.080817	-102.091236
12/27/2023 23:40	Other Traffic Safety Concern	Horrible Roads (all of Wadley)	0	1	32.024316	-102.10541
12/28/2023 1:10	Other Traffic Safety Concern	everyone is worried because it will generate problems in road costs and no one looks at the difficulty and delay that a single access road generates in the area... during school hours it only causes an immense delay for everyone	0	0	31.941083	-102.137382
12/28/2023 1:12	Other Traffic Safety Concern	a finished street, recognized by the city and without access to the public...	0	0	31.932661	-102.132854
12/28/2023 7:38	Other Traffic Safety Concern	This entire road is to narrow and with the damage that on the narrow road it is hard to drive safely especially when meeting another car and impossible if it is on Wednesdays when there are 30-50 bikers on that road	0	0	32.033273	-102.182781
12/29/2023 4:48	Other Traffic Safety Concern	Traffic is allowed to stop on Midkiff for child pick up. I have nearly been hit several times by cars un aware of the traffic obstruction and swerving into the left lane.	0	0	31.989031	-102.115074
12/29/2023 17:17	Other Traffic Safety Concern	Merging traffic does not thave enough space to merge. Too much traffic for a two lane road. Adding two lane turning helped manage this but two lanes to 3 lanes only aggrevates the drivers.	0	0	32.030729	-102.14317
12/29/2023 17:19	Other Traffic Safety Concern	Another turning lane like Midland Drive will help this intersection. During Christmas, the traffic was backed up on both the service road and onto the exit ramp to the main lanes.	0	0	32.033965	-102.129052
12/29/2023 17:25	Other Traffic Safety Concern	The traffic problem is on the north service road. With a traffic light, the south service road will back up but only during the afternoons. This forecasts the coming additional traffic on A Street North as there is only one way into the neighborhoods north. An east-west throughfare would alleviate this pr	0	0	32.04152	-102.096199
12/29/2023 17:37	Other Traffic Safety Concern	Develop an east west thoroughfare to replace the idea of Mockingbird. Extend Telluride from Whitman to A Street. and have it connect south of the development that it currently comes into. This will alleviate the traffic problems at Loop 25 and A Street.	0	0	32.055589	-102.100929
12/29/2023 17:43	Other Traffic Safety Concern	The City should extend the reliever route east to connect to Fairgrounds Road. This would relieve the traffic at 349 and Loop 250. It would take the majority of truck traffic east. This would open development north of Oxy and east of Lamesa Road.	0	0	32.09663	-102.095306
12/29/2023 17:47	Other Traffic Safety Concern	Accelerate row of way acquisition for Todd Road going north. This could move up completion of Loop 250. Not pursuing this means that when this comes up in 2035 you will hinder letting of the overpass here.	0	0	32.053846	-102.046661
12/29/2023 17:51	Other Traffic Safety Concern	Right of way is acquired. Schematics are done; TXDoT is waiting on the City to extend Briarwood. This is one of the intersections that will prove to be regrettable the longer it is postponed.	0	0	32.014679	-102.210469
12/29/2023 17:58	Other Traffic Safety Concern	Place this road in the MPO MTP for TXDoT to look into acquiring it.	0	0	31.941004	-102.137967

12/29/2023 18:03	Other Traffic Safety Concern	Extend the road north and connect to Ainsley east. This should increase development. This will add access to the schools that will be built in this area.	0	0	31.946986	-102.173145
12/29/2023 18:31	Other Traffic Safety Concern	Extend Stokes from Garfield to Rankin Hwy. Be prepared for work on Rankin Hwy and I-20. Don't create the problem like the extension of Harris between Midkiff and Garfield. I would be interested in the effect of the lack of this road on the Petroleum Museum and the Horseshoe as well as the visitor's center.	0	0	31.973534	-102.090634
12/29/2023 18:35	Other Traffic Safety Concern	Close this railroad crossover as there is not enough traffic to make it a viable maintenance project.	0	0	31.98995	-102.085771
12/29/2023 18:39	Other Traffic Safety Concern	Can't understand why the Transportation Dept. will not maintain the roads on Airpark. The Airport Department does not have the equipment to fill the potholes. This has been reported and the request closed without action at least 2 times. If you are waiting on a bridge to be built to Airpark there will be progress from multiple potholes to one huge hole.	0	0	32.034689	-102.095927
12/29/2023 18:46	Other Traffic Safety Concern	Ever thought about extending a ring road to the north from A Street. If you build a bridge over the draw then change the entry to Airpark as well using this as a time for change. "A" Street could intersect with the South Service road and create another thoroughfare to go south into town.	0	0	32.034591	-102.094177
12/29/2023 18:50	Other Traffic Safety Concern	Ever approached TxDoT about a roundabout.	1	0	31.97286	-102.003348
12/29/2023 18:52	Other Traffic Safety Concern	Purchase Right of Way here and extend CR 120.	0	0	31.952707	-102.088609
12/29/2023 18:57	Other Traffic Safety Concern	Purchase these 5 houses and extend 1130 south.	0	0	32.004881	-101.978056
12/29/2023 19:00	Other Traffic Safety Concern	Pave CR 1040 to Martin County Line	0	0	32.047421	-101.830511
12/29/2023 19:03	Other Traffic Safety Concern	Create Ranger Avenue to connect Greenwood High School to the new elementary school.	0	0	32.007408	-101.921688
12/29/2023 23:22	Other Traffic Safety Concern	Double turn lane (no one uses just one lane) on holiday hill and people running the red light going south on loop access road are very dangerous and have barely avoided several accidents.	0	0	32.015745	-102.158169
12/30/2023 11:25	Other Traffic Safety Concern	We need a turning lane	0	0	31.93939	-101.884017
12/31/2023 12:19	Other Traffic Safety Concern	Mockingbird needs to be completed between Garfield and A Street, despite Polo Club blocking the direct path.	1	0	32.055481	-102.101279
12/31/2023 12:23	Other Traffic Safety Concern	There should be a double left turn from the westbound Loop 250 Frontage road onto southbound Garfield. This would fix the left lane backing up all the way onto the loop off ramp.	1	0	32.038348	-102.11269
12/31/2023 12:26	Other Traffic Safety Concern	There should be a double left turn from the westbound Loop 250 Frontage road onto southbound Midland Drive. That would alleviate much of the line of cars that backs up onto the loop exit ramp.	2	0	32.029471	-102.145622
12/31/2023 12:28	Other Traffic Safety Concern	There should be a double left turn from the loop frontage road onto eastbound Wadley. Traffic backs up here with people wanting to turn left	1	0	32.011904	-102.158947
12/31/2023 12:31	Other Traffic Safety Concern	Vehicles on the westbound Loop 250 Frontage road should not have to yield when turning right to go north on A Street. It is not intuitive, and can allow cars to block the right lane of the westbound Loop 250 Frontage Rd.	1	0	32.042246	-102.09637
12/31/2023 12:54	Other Traffic Safety Concern	Allowing HEB to build here would be a complete traffic disaster	0	0	32.04185	-102.087085
12/31/2023 12:58	Other Traffic Safety Concern	There should be a double left turn from the westbound Loop 250 frontage onto southbound 349.	0	0	32.044023	-102.084795
12/31/2023 13:00	Other Traffic Safety Concern	There should be a dedicated right turn lane here to go north on Midkiff	0	0	32.031737	-102.128568
10/27/2023 6:37	Pedestrian Safety Issue	No infrastructure to protect pedestrians or cycling commuters	4	0	32.040686	-102.131717
11/1/2023 8:52	Pedestrian Safety Issue	There are tons of dangerous loose dogs in the area including entire packs; given there's a school nearby, it's just a matter of time before something tragic happens. I've seen or been attacked by loose pitbulls and other aggressive dogs while walking down Pleasant, Pasadena, Bentwood, Leisure, Wilshire, Eire, Meadow, Burchill, and Versailles. Dog owners insist the barking, snapping, growling of their unleashed dogs isn't an issue. I stopped walking out of fear and calls to police go unanswered.	5	0	31.975928	-102.136953
11/1/2023 10:10	Pedestrian Safety Issue	No cross walk or Pedestrian access across to new subdivision. Need to add this as a cross over.	2	0	32.069802	-102.069726

11/1/2023 21:23	Pedestrian Safety Issue	Sidewalks not clear on all streets forcing people into the road.	0	0	32.020732	-102.138637
11/2/2023 10:37	Pedestrian Safety Issue	Sidewalks on Camarie Ave at Ward St terminate with no safe path to continue walking.	1	0	32.020869	-102.116281
11/2/2023 10:38	Pedestrian Safety Issue	Sidewalks on W Shandon Ave at Ward St terminate without safe path to continue on Ward St.	1	0	32.02004	-102.115978
11/2/2023 10:38	Pedestrian Safety Issue	There are many loose, aggressive dogs in this area.	1	0	31.976752	-102.133209
11/2/2023 10:39	Pedestrian Safety Issue	Sidewalks on W Dengar Ave at Ward St terminate with no safe option to continue walking on Ward St.	1	0	32.019217	-102.115718
11/2/2023 10:41	Pedestrian Safety Issue	Sidewalks along Cimmaron Ave are disjointed and make pedestrian travel difficult, especially at Ward St where there is no safe opportunity for foot traffic to continue.	1	0	32.018476	-102.115088
11/2/2023 10:42	Pedestrian Safety Issue	Sidewalk on Lanham St is missing at the corner of Lanham St and W Shandon Ave.	0	0	32.020729	-102.111999
11/2/2023 10:43	Pedestrian Safety Issue	Sidewalk is missing/disjointed on Lanham St at the Cimmaron Ave intersection.	0	0	32.019519	-102.111615
11/2/2023 10:46	Pedestrian Safety Issue	Sidewalk on Lanham St is disjointed between Stanolind Ave and Gulf Ave preventing safe pedestrian travel.	1	0	32.013558	-102.109534
11/2/2023 11:31	Pedestrian Safety Issue	Sidewalk on Sinclair Ave between Idlewilde Dr and Palo Duro Dr on the North side of Sinclair is missing making pedestrian traffic unsafe.	0	0	32.002064	-102.149946
11/2/2023 11:52	Pedestrian Safety Issue	Speeding on W Illinois Ave and W Texas Ave make it very dangerous for the high school students who are walking on the sidewalks.	2	0	31.999439	-102.081467
11/2/2023 11:52	Pedestrian Safety Issue	Speeding on W Illinois Ave and W Texas Ave make it very dangerous for the high school students who are walking on the sidewalks.	3	0	31.998411	-102.082169
11/3/2023 14:31	Pedestrian Safety Issue	IDEA students are always crossing this road (across Lamesa) to get to their homes at the apartment complexes. No crossing infrastructure at all! Worries me since the speeds are higher, drivers aren't expecting pedestrians, and it's often darker due to lack of lighting, especially in the mornings and evenings.	1	0	31.982451	-102.059512
11/9/2023 8:31	Pedestrian Safety Issue	Inattentive drivers do not yield to pedestrians in crosswalk. Similar lights/indicators needed to crosswalks on A street by the high school.	2	0	31.997413	-102.079157
11/17/2023 13:19	Pedestrian Safety Issue	There's no sidewalk for pedestrians along Golden Gate. With the coming of the new YMCA, this will become a greater safety issue.	1	0	32.025233	-102.184846
11/18/2023 21:27	Pedestrian Safety Issue	There needs to be a pedestrian cross light here for MHS students. It is very scary for them to cross. It leaves the onus on drivers to notice students crossing versus forcing them to stop.	0	0	31.997795	-102.084855
11/18/2023 21:28	Pedestrian Safety Issue	There needs to be a pedestrian cross light here for MHS students. It is very scary for them to cross. It leaves the onus on drivers to notice students crossing versus forcing them to stop.	2	0	31.996764	-102.08456
12/10/2023 11:40	Pedestrian Safety Issue	5 loose dogs this morning, called police non emergency and was told that the worthless midland pigs won't do anything even though loose and dangerous dogs fall under title vi police regulations of the city of midland. there are children in the neighborhood and does one need to be mauled before the city does anything?	1	0	31.975932	-102.13294
12/26/2023 16:58	Pedestrian Safety Issue	307 is Greenwoods "Main Street", but there is little to no way to traverse without a car, and the speed limit is 60 all the way. A dedicated side road for the ATV's that people use would be beneficial to the residents of this suburb, and A decent bike/walk path would help some of the kids in the area walk to school, this would alleviate some of the before and after school pick up traffic caused by buses and such. More of a TXDot & GISD problem.	0	0	32.027367	-101.895921
12/26/2023 17:22	Pedestrian Safety Issue	There should be a pedestrian bridge over 191. The people of Grasslands would benefit with the easy access to the HEB shopping area.	1	0	31.997671	-102.154391
12/27/2023 21:17	Pedestrian Safety Issue	There needs to be speed bumps installed along Hughes St. to slow/deter the flow of traffic, to protect children playing in the neighborhood.	2	1	32.012634	-102.11483
12/28/2023 8:12	Pedestrian Safety Issue	Students from the high school cross the road here through traffic creating a danger to themselves and the cars.	0	0	32.01863	-102.124532
12/28/2023 8:13	Pedestrian Safety Issue	Sidewalks are inconsistent in this whole area on Wadley.	0	0	32.021461	-102.11807
12/28/2023 8:57	Pedestrian Safety Issue	Aggressive drivers make pedestrian crossing at this intersection unsafe.	1	0	31.997366	-102.078088

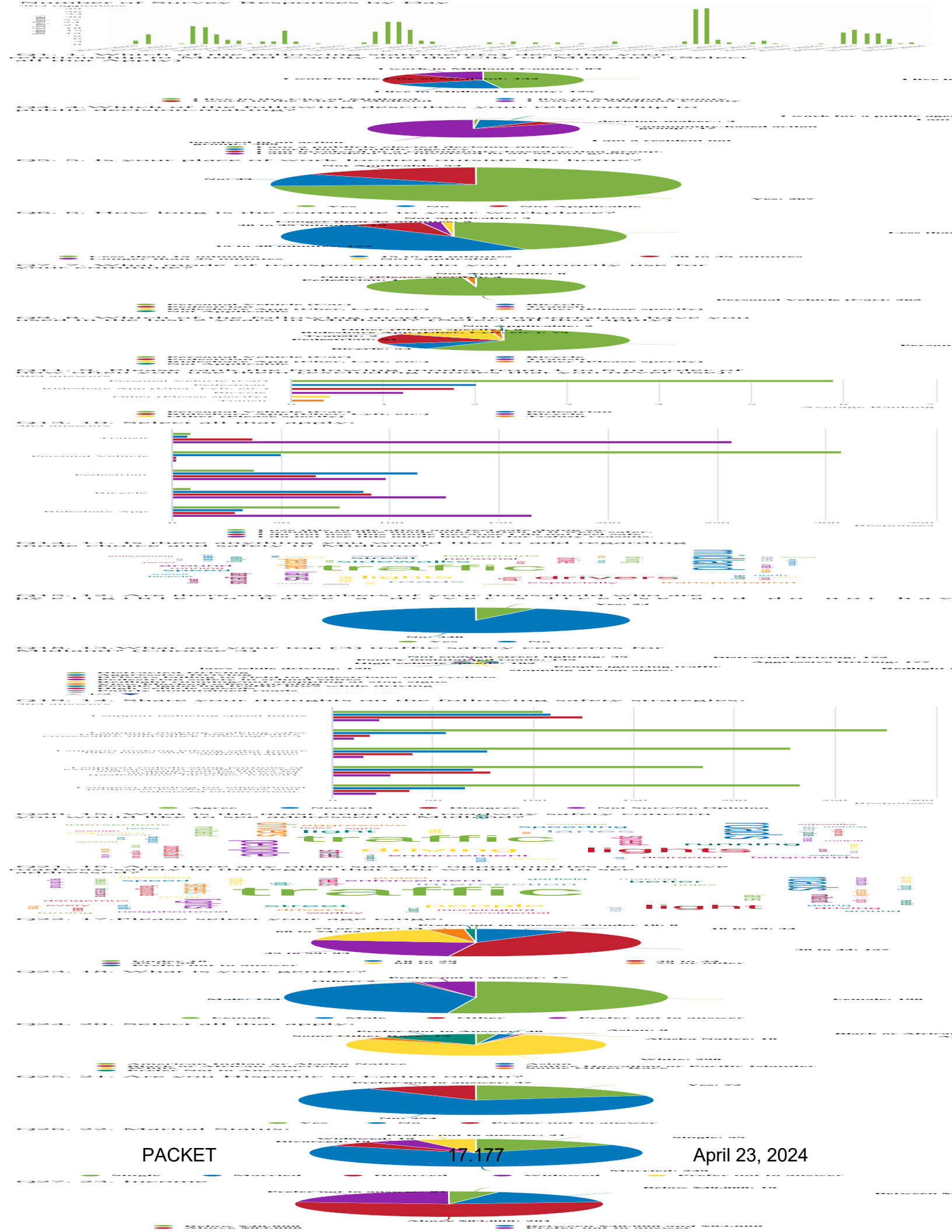
10/31/2023 18:13	Red Light Running/ Stop Sign Issue	The South-side stop sign at this intersection is incorrectly placed. It confuses the traffic flow because cars leaving the hospital lot are not aligned with the other traffic at this four-way stop.	0	0	32.006214	-102.134005
10/31/2023 18:17	Red Light Running/ Stop Sign Issue	Traffic has gotten so heavy on the frontage road that vehicles back up along A Street during afternoon "rush" because vehicles can't cross nor merge onto the frontage road.	4	0	32.04197	-102.09643
11/1/2023 9:22	Red Light Running/ Stop Sign Issue	Red light running	3	0	32.000113	-102.111944
11/1/2023 10:00	Red Light Running/ Stop Sign Issue	At 0730 it is a big issue speeding and light running also with traffic flow. People go across then U Turn to make a right avoiding light.	2	0	32.059364	-102.084167
11/1/2023 10:01	Red Light Running/ Stop Sign Issue	Light needed here to control the traffic out of the new subdivisions people speed out and do not do 45 posted speed.	3	1	32.063055	-102.067666
11/1/2023 10:17	Red Light Running/ Stop Sign Issue	This is the area where people U Turn in the mornings to avoid the left turn traffic.	2	0	32.059166	-102.084714
11/1/2023 10:21	Red Light Running/ Stop Sign Issue	People making a Left hand turn to avoid the light here. This is very dangerous in the mornings mainly. This intersection already has had a couple of MVA's that I have seen.	0	0	32.057402	-102.083545
11/1/2023 11:04	Red Light Running/ Stop Sign Issue	Morning "rush hour" issue. In addition to drivers making a U-turn to avoid waiting in the turn lane, drivers have now started to make a left turn from Mockingbird on the 349 southbound from the middle lane, which is for through traffic only continuing West on Mockingbird. There is not a second turn lane.	2	0	32.059564	-102.08436
11/2/2023 9:17	Red Light Running/ Stop Sign Issue	This location after 10 P.M. stop light is out of sync. I will sit in the SB Lane for 10 minutes before the light will turn green for me, meanwhile the light heading NB has turned green to red 3 times over.I've seen many people run that light because of it.	0	0	32.001824	-102.136923
11/2/2023 10:32	Red Light Running/ Stop Sign Issue	South and northbound drivers speed through the light after it is red daily. Cars turning left from Illinois to Midland frequently continue turning after the protected turn arrow turns red.	0	0	31.987774	-102.132425
11/2/2023 10:34	Red Light Running/ Stop Sign Issue	At Anetta and Eisenhower, vehicles roll through the stop sign, barely slowing down. Henderson Elementary students cross here going to and from school.	1	0	31.972549	-102.13514
11/2/2023 13:24	Red Light Running/ Stop Sign Issue	Drivers will not just roll but accelerate through the red lights on Wall Street, sometimes 2-3, well after the light has turned red. Many pedestrians crossing to access parking at Wilco are endangered by this, as well as drivers coming from Marienfeld.	2	0	31.997397	-102.079291
11/3/2023 14:26	Red Light Running/ Stop Sign Issue	I take this route everyday to get my son to school and everyday there are multiple cars running the red light at this intersection (mainly on Big Spring).	1	0	31.997404	-102.078009
11/17/2023 9:41	Red Light Running/ Stop Sign Issue	These stop signs would be better put to use elsewhere; nobody seems to read them.	1	0	32.035824	-102.160138
11/18/2023 7:28	Red Light Running/ Stop Sign Issue	People are going straight through this light and then making u-turns in the apartments, on mockingbird and in the neighborhoods because the left turn lane to go south on Big Spring is so backed up.	1	0	32.059307	-102.085005
11/18/2023 7:29	Red Light Running/ Stop Sign Issue	Wrecks here almost daily with people trying to turn left	0	0	32.057311	-102.083816
11/18/2023 8:01	Red Light Running/ Stop Sign Issue	Beginning around 5:00 until around 7:00 traffic stays backed up all the way from the Loop to this intersection. Traffic will back up into the intersection because there is no where else to go.	0	0	32.031491	-102.146437
11/18/2023 10:12	Red Light Running/ Stop Sign Issue	This light needs to have a turn signal. With the increase in traffic from midland college and hillander it's hard to make left turns coming out of the college.	0	0	32.025478	-102.100507
11/18/2023 21:22	Red Light Running/ Stop Sign Issue	Need a traffic light here. Very dangerous. People do not obey stop sign.	4	0	32.080244	-102.072877
11/19/2023 3:29	Red Light Running/ Stop Sign Issue	The light is ran all the time, drivers get in the far lane because they think they do not have to stop because Whitney dead ends into Andrews Highway.	0	0	32.000893	-102.114444
11/29/2023 9:07	Red Light Running/ Stop Sign Issue	After school traffic can get aggressive here. Please consider making this a four-way stop.	0	0	31.997627	-102.054337
12/14/2023 18:02	Red Light Running/ Stop Sign Issue	Needs a light. Trucks speed thru this intersection	1	0	32.095906	-102.096439
12/15/2023 1:45	Red Light Running/ Stop Sign Issue	An issue with the traffic light trigger is readily apparent while stopped at the signal in the right-hand lane of the southbound terminus of Godfrey at Andrews Hwy. This occurs when no vehicles are present and stopped in the left-lane of Godfrey. Note: Eastbound traffic onto Andrews Hwy from the intersection of Godfrey include dual left-hand turn lanes.	0	0	32.003752	-102.128821
12/15/2023 4:38	Red Light Running/ Stop Sign Issue	Sync this light better with the Wall intersection light. When this light is green, the one at Wall stays red too long causing this intersection to become cluttered	0	0	31.992485	-102.097997
12/15/2023 4:46	Red Light Running/ Stop Sign Issue	Consider adding a left turn signal to this light coming off of Marienfeld onto Business 20.	0	0	31.993335	-102.079173

12/15/2023 7:51	Red Light Running/ Stop Sign Issue	The stop light at this intersection is inadequate for the amount of traffic. Inadequate turn lanes that allows proper flow of traffic.	0	0	32.008335	-101.978703
12/17/2023 21:27	Red Light Running/ Stop Sign Issue	The lights and lanes for the North I-20 frontage road and Rankin intersection needs to be recalibrated so traffic doesn't back up on big spring St or up the I-20 exit ramp causing the interstate to back up.	0	0	31.972797	-102.074168
12/22/2023 21:58	Red Light Running/ Stop Sign Issue	CR125 has 3 stop signs one after another that most residents and truckers use as a recommendation. For the size and condition of the road, a lower speed limit and getting rid of the stop signs (or 2 of them at least) would make this area more bearable to traverse through.	0	0	31.948241	-102.075379
1/1/2024 9:21	Red Light Running/ Stop Sign Issue	Drivers making a left turn from Northbound 158 to Westbound I-20 Service Road run the red light almost every cycle. I see 2, 3 or 4 cars turn after my light (straight through, Southbound 158) has turned green almost every time I use this intersection. People making that same left, from the right lane, is also very common. Increased enforcement at this intersection is requested.	0	0	31.982899	-102.039084
11/1/2023 10:15	Signage/ Striping Maintenance	Code Dept. need to Enforce Alley Maintenance by home owners. Many Alley ways are not kept up and overgrown behind various houses in Adobe meadows and surrounding subdivisions with an Alley.	1	0	32.062564	-102.079103
11/2/2023 11:48	Signage/ Striping Maintenance	Drivers frequently drive the wrong way down W Texas Ave. We need bigger signage and much greater quantities of signs, perhaps arrows on the road. With speeding traffic on W Texas Ave, this is a recipe for a very dangerous accident.	5	0	31.998427	-102.080007
11/9/2023 8:27	Signage/ Striping Maintenance	There isn't a marked turning lane here, but vehicles move to the shoulder to the right of through traffic to turn right onto Wadley. If this is the intention, it needs to be striped so that vehicles are fully in one lane or the other. Turning drivers frequently block the through traffic and vise-versa.	2	0	32.015736	-102.14132
11/17/2023 15:25	Signage/ Striping Maintenance	Repaint faded lane and directional pavement markings at W Ohio Ave and Kent St.	2	0	31.996556	-102.101216
11/17/2023 15:29	Signage/ Striping Maintenance	Repaint faded lane and directional pavement markings on S. Main St., at intersection of S. Main St. and E. Front St.	0	0	31.996021	-102.074316
11/18/2023 21:23	Signage/ Striping Maintenance	The lanes are not marked and lead to accidents due to people not knowing there is a dedicated turn-left lane.	2	0	32.080272	-102.072724
11/20/2023 15:34	Signage/ Striping Maintenance	The lane is wide enough for a right turning lane so cars try squeeze by. This area needs to be painted as a turn lane or not.	1	0	32.016018	-102.14159
11/20/2023 15:38	Signage/ Striping Maintenance	The turning lanes have two different broken lines to direct the traffic through the intersection. Which line is the intended path of travel?	0	0	32.031745	-102.146609
11/23/2023 10:04	Signage/ Striping Maintenance	People are Dumping dog poop in alley ways all up and down this area. This is getting to be a health hazard.	1	0	32.063313	-102.079756
11/28/2023 19:22	Signage/ Striping Maintenance	People do not understand double white lines. Needs more signage to show "stop crossing solid white lines". People are impatient and start crossing earlier and earlier as they exit loop 250. Busy traffic in front to the PETSMART	1	0	32.030631	-102.143513
11/28/2023 19:25	Signage/ Striping Maintenance	People are crossing the solid white lines as soon as they start exiting the loop in front of Havertys and the Petsmart. Need more signage to not cross solid white lines on the service road. This maybe a TXDOT issue and not the City	2	0	32.030754	-102.142836
12/15/2023 7:48	Signage/ Striping Maintenance	1130 between I20 and 307. Is extremely high volume, very poor conditions, traffic travel at high rates of speed with no lane stripping. This needs to be a 4 lane road. Until then the road needs serious repair.	0	0	32.010378	-101.979604
12/22/2023 22:17	Signage/ Striping Maintenance	Fairgrounds South of this Golf Course Intersection NEEDS repaving	0	0	32.020999	-102.054169
12/26/2023 17:15	Signage/ Striping Maintenance	Putting a "Road may Flood" sign doesn't fix the floods. There is going to be more rain, Midland needs to realize that and fix drainage issues everywhere in the county.	0	0	32.000499	-102.012126
12/27/2023 10:28	Signage/ Striping Maintenance	Needs new striping. Can't see any striping at all in this intersection in the turn lane out of Walgreens parking lot.	0	0	31.994345	-102.099292
12/27/2023 10:32	Signage/ Striping Maintenance	Huge pot holes here need to be filled in.	1	0	32.001846	-102.114208
12/28/2023 5:08	Signage/ Striping Maintenance	The Entire street from Hillander School to HEB needs to be redone, it's as if we are too close to each other and going off roading for the amount of bumps there are	2	0	32.022961	-102.111005

1/1/2024 9:10	Signage/ Striping Maintenance	Trucks Entering/Exiting Highway sign needed. 1 Fatality accident and 1 injury accident happened at this yard in the last year. Both times trucks were making a left turn into the yard and the trailers were struck by northbound vehicles at highway speeds.	0	0	31.965721	-101.977501
10/27/2023 6:33	Speeding Issue	Some speed control would be great here in the form of speed bumps or other. This area has grown into a residential community and too many cyclist and pedestrians have to commute next to vehicles traveling 60+	6	0	32.024514	-102.169032
10/31/2023 17:32	Speeding Issue	People DO not drive 40 on this road.	3	0	32.029151	-102.181635
11/1/2023 10:02	Speeding Issue	People speed out and down this area from APT's and also from the new subdivisions. Already one fatality from speeding here.	1	0	32.061146	-102.076228
11/1/2023 10:08	Speeding Issue	No one coming down this road obeys speed limits. When we walk and try to cross over People are speeding 10 to 15 Mph over the limits. More controls are needed before a pedestrian fatality occurs here also. New Houses will cause a wreck here also.	3	0	32.069765	-102.069554
11/1/2023 10:19	Speeding Issue	People speeding down and across the intersection toward A Street from North Big Spring all the way to A Street is very dangerous in the mornings.	0	0	32.059116	-102.085288
11/2/2023 10:36	Speeding Issue	In general drivers speed on Beal Parkway from W Wall to Anetta, but on weekends, drivers make laps speeding and driving recklessly.	1	1	31.96482	-102.139828
11/2/2023 10:45	Speeding Issue	Lots of speeding in the school zone during school hours. Drivers weave around others and drive erratically.	0	0	32.001785	-102.083716
11/2/2023 10:48	Speeding Issue	Speeding on Wadley is generally very prevalent, but from Garfield to Fairgrounds is the worst--even doing 5-10 over to try to stay with the flow of traffic, drivers are still blowing past at 55-60.	3	1	32.026461	-102.096076
11/2/2023 11:07	Speeding Issue	Drivers on Wydewood Dr are frequently speeding in excess of 15 mph over the posted speed limit of 30 mph. This is a hazard to pedestrians and property owners alike. When Rusk Elementary is dismissed from classes, the problem is especially dangerous for the children walking home from school.	1	0	32.011201	-102.146632
11/2/2023 11:51	Speeding Issue	Speeding on W Texas Ave is truly a danger to anyone nearby. The way the MHS students in particular drive on W Texas Ave makes me wish they would take away off campus lunch.	3	0	31.998418	-102.081291
11/3/2023 14:18	Speeding Issue	During LHS lunch and afterschool, there is an abundance of drivers speeding down this street. We've called the police before but it's a consistent problem. Even during Halloween with kids walking the neighborhood people were flying down the street! There was an accident a few years back due to speeding in the area and I don't want it to happen again.	1	0	32.015158	-102.130376
11/10/2023 13:16	Speeding Issue	Eastbound traffic entering from County Road 50 regularly exceed the speed limit of 30 mph.	0	0	32.03522	-102.187464
11/17/2023 10:00	Speeding Issue	School zone speed limits ignored, even more unsafe with cars parked on street most days.	1	0	32.030704	-102.077848
11/18/2023 7:30	Speeding Issue	People are constantly speeding down mockingbird.	0	0	32.059274	-102.085186
11/18/2023 7:48	Speeding Issue	Speeding well above speed limits all along this road.	1	0	32.030235	-102.186499
11/18/2023 7:48	Speeding Issue	Need stop light with heavy traffic it seems very dangerous most mornings	0	0	31.999947	-102.14523
11/18/2023 7:48	Speeding Issue	Speeding well above speed limits all along this road.	1	0	32.040458	-102.184997
11/18/2023 9:07	Speeding Issue	This is a tough spot to turn out. It's high speed which moves to lower speed area. No one slows down. The apartments are u turning or pulling out and you have heritage oaks people turning out in the same spot. A stop light here would help this intersection.	1	0	32.02254	-102.177347
11/18/2023 10:47	Speeding Issue	Drivers speed down this alley. The driveways on one side are blind and there's an elementary school on the other side.	0	0	32.023809	-102.139796
11/18/2023 21:16	Speeding Issue	Having a longer turn-right lane would allow vehicles to slow down more efficiently and not have to take fast, sharp turns into the neighborhood.	1	0	32.073666	-102.088799
11/27/2023 8:06	Speeding Issue	In addition to a light, please consider reducing the speed limit around this area. Commercial traffic makes it difficult for residents to safely exit the neighborhood. The frustration of waiting for an opportunity to turn left has us making dangerous turns.	1	0	32.080716	-102.091243
12/14/2023 18:04	Speeding Issue	Need a light here. Speeding on 349 is a hazard for turning at occidental	0	0	32.081487	-102.090919

12/15/2023 4:50	Speeding Issue	1788 needs to be 4 lanes for at least a couple of miles south of I20. I have pictures and videos of 18 wheelers passing the traffic jam across the double yellow line in the wrong lane! They are always speeding to try to get to the turning lane, which is very short. I am surprised there have not been more serious accidents but I have seen cars coming from I20 get run off the road. It is a difficult area to patrol and I have seen few sheriff vehicles trying.	0	0	31.898437	-102.211239
12/15/2023 7:53	Speeding Issue	Speed limit is 40. Most traffic including the semi trucks run 60-70. On a road that is full of pot holes and bad disrepair.	0	0	32.012252	-101.980119
12/27/2023 20:39	Speeding Issue	Drag racing nearly every day	0	0	31.938925	-102.15502
12/27/2023 20:41	Speeding Issue	Need bike lane from The Field's Edge to Antelope Trail. When we are at full capacity (100 homes) there will be a lot of bikes.	0	0	31.939562	-102.153668
12/27/2023 21:04	Speeding Issue	There is a huge speeding problem here, daily. This needs to be seriously addressed before I child is injured or killed by a speeding vehicle in this neighborhood. Speed bumps would be highly appreciated to slow/deter the flow of traffic traveling along Hughes St.	0	0	32.01297	-102.114948
12/27/2023 21:12	Speeding Issue	This intersection is congested with most turns “across traffic”. And people approaching have no regard for speed or courtesy.	0	0	32.026738	-102.14494
12/27/2023 21:16	Speeding Issue	Speed bumps need to be installed here before a child is injured or killed by speeders from the school.	1	0	32.012579	-102.114959
12/27/2023 21:53	Speeding Issue	Major cut through with excessive speeding	1	0	32.014753	-102.097836
12/28/2023 9:02	Speeding Issue	Speeding on Tradewinds makes it difficult and dangerous to enter and exit businesses.	0	0	31.985388	-102.157166
12/29/2023 23:17	Speeding Issue	Racing or loud mufflers cars running down holiday hill.	0	0	32.019393	-102.160497
10/31/2023 16:11	View Blocked When Turning	Can't see when I try to turn left	0	0	31.996786	-102.117359
10/31/2023 16:13	View Blocked When Turning	view of on coming traffic is blocked	0	0	31.999496	-102.018566
10/31/2023 17:28	View Blocked When Turning	Can't see due to Kent Quik landscape.	0	0	32.035429	-102.130159
10/31/2023 18:11	View Blocked When Turning	The yard wall with shrubbery is right up to Godfrey, so a driver heading West on Shell cannot see southbound traffic on Godfrey.	0	0	32.006635	-102.129491
11/1/2023 8:07	View Blocked When Turning	The cacti fully block the oncoming W Louisiana Ave traffic when stopped at the San Angelo St stop sign.	0	0	32.003422	-102.083131
11/1/2023 10:13	View Blocked When Turning	Multiple vehicles are blocking intersections at various times. Current code is not being enforced as people park too close to intersections which I have seen several near misses here due to trucks obstructing view at stop at corners. People are also not street parking with the flow of traffic.	0	0	32.062637	-102.078266
11/1/2023 10:16	View Blocked When Turning	Apartment complex here needs to take down or remove vegetation plants etc. as these obstruct the safe view from the east side of the intersection.	0	0	32.060753	-102.077472
11/2/2023 9:23	View Blocked When Turning	These bushes or trees on the corner make it impossible to see traffic coming from the South	0	0	32.000664	-102.136371
11/2/2023 9:25	View Blocked When Turning	I believe this location would benefit from a four-way stop. The vehicles parked on the side of the road in either direction of Louisiana makes it extremely difficult to cross through that stop sign sure that we aren't going to get T-boned by a car going 30+ miles an hour (because that is an issue)	0	0	31.992643	-102.124947
11/2/2023 10:35	View Blocked When Turning	When South bound on N Pecos St crossing Neely Ave, you cannot see the oncoming West bound traffic on Neely Ave.	0	0	32.021582	-102.085397
11/2/2023 11:11	View Blocked When Turning	When North bound on Dentcrest Dr at W Wadley Ave, it is very difficult to see the East bound traffic on W Wadley without pulling into the intersection.	0	0	32.014337	-102.147322
11/3/2023 14:25	View Blocked When Turning	Hard to see oncoming traffic when facing south, turning left onto Texas. The curves make it so you can't see if anyone is coming around the bend, and if there are cars in the opposite turn lane it completely blocks your view to safely turn.	0	0	31.994497	-102.099059
11/17/2023 9:47	View Blocked When Turning	Fence.	0	0	32.04197	-102.158711
11/17/2023 10:03	View Blocked When Turning	Semi-blind turns, made more dangerous by people that won't stop at a crossing.	0	0	32.013668	-102.157263
12/13/2023 23:15	View Blocked When Turning	This is a very dangerous curve. Honestly the street should be straightened. But a 'No Parking' zone along the curve would help greatly.	0	0	32.004901	-102.14133
12/29/2023 4:49	View Blocked When Turning	Tree obstruction to the left	0	0	32.021752	-102.125651

12/31/2023 11:59	View Blocked When Turning	When turning left from northbound 349 onto westbound Mockingbird, if there are vehicles in the turn lane on the other side of the intersection, it is too difficult to see if oncoming traffic is coming. The vehicles in the opposite turn lane block your view of oncoming traffic, which is often moving very fast.	0	0	32.059201	-102.08421



C. Field Observations Memorandum

Kimley»Horn

MEMORANDUM

To:	City of Midland, Texas
From:	Monica Powell, AICP Pete Kelly, P.E. Mason Shoaf, EIT Kimley-Horn and Associates, Inc.
Date:	March 5, 2024
Subject:	Midland City CSAP – Field Observations and Recommendations

OVERVIEW

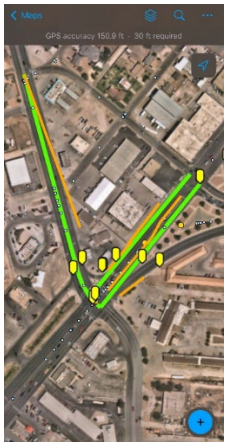
The following memorandum provides a summary of the field observations and recommendations along each of the five study corridors as part of the Comprehensive Safety Action Plan (CSAP) for the City of Midland. Data collection details and efforts are also summarized.

IN-FIELD DATA COLLECTION

In February 2024, the project team along with City staff conducted in-field observations of the five study corridors to understand existing conditions and crash locations. The in-field observations were obtained by foot and vehicle as needed.

The field visit observation data was collected via mobile phones using the ArcGIS Field Maps app (**Figure 1**). This allowed the team to review crash data and compare to existing conditions while in the field. Field notes and photos were logged in the mobile app to geo-tag the field observations to the correct locations. The observations were grouped into two categories: corridor-wide and intersection-focused for each of the study corridors.

Figure 1. Mobile Crash Data and Notes



kimley-horn.com 801 Cherry St, Unit 11, Suite 1300, Fort Worth, TX 76102 817 335 6511

CITY-WIDE OBSERVATIONS

The following observations were made at the city-wide level for all study corridors:

Pedestrian Crossings at Signalized Intersections

Crosswalk striping at signalized intersections were often observed to be either missing or fading and hard to differentiate between the existing pavement. It is recommended to restripe or add pedestrian crosswalks at all signalized intersections located within the study corridor limits. Strategic striping at non-signalized intersections will be outlined in the corridor-level observations and recommendations. **Figure 2** shows missing crosswalk striping and pedestrian signals from the west leg of the Wadley Avenue & Godfrey Street intersection and **Figure 3** shows no crosswalk striping at Andrews Highway & Wall Street.

Figure 2. No Crosswalk Striping or Pedestrian Signal

Figure 3. No Crosswalk Striping

Signal Equipment

Observations found that the majority of signal equipment along the study corridors was outdated or even missing. This included pedestrian signal heads, crossing signs, push buttons, radar detection, and reflective backplates at signal heads.

A few intersections had pedestrian signal equipment, but the majority did not have safe crossings for vulnerable road users. Sun glare at various times of day were observed to obstruct view of signal heads clearly and City staff also mentioned this caused issues with typical camera detection. It is recommended to install or upgrade all signalized intersections to include pedestrian signal heads and crossing signs, which are accompanied by push buttons to make safe crossings. It is also recommended to install reflective backplates at each signal head to increase better visibility for drivers. Finally, it is recommended to upgrade vehicle detection to radar detection to better optimize signal operations through each corridor.

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1. WADLEY AVENUE

Corridor Observations and Recommendations

The following observations were made at the corridor-level along Wadley Avenue:

Driveway Access and Turning Conflicts

Wadley Avenue is a high-volume roadway with a mixture of commercial, school, and residential land uses. There is a high density of driveways providing access to commercial businesses and residences via the center turn lane. It was also noted that the drainage for Wadley Avenue runs within the center turn lane. It is recommended to perform a roadway reconfiguration to reduce the travel lanes from seven to five. In addition, to install a median to manage access throughout the corridor. It is recommended to keep full access at the following intersections:

- Mark Lane
- Midland Drive
- Nelson Road
- Greenbriar Drive
- Wedgwood Street
- Godfrey Street
- Jordan Avenue
- Tarleton Street
- Maxwell Drive
- Midkiff Road

Strategic hooded left-turns are recommended into Bush's Chicken, Albertson's, Kent Kwik, the Trinity School, and dual hooded left-turns at Providence Drive. The remaining intersections and driveway access points are recommended to right-in and right-out only due to the median.

Sidewalks and Ramps

Ramps at residential driveways along the south side of Wadley Avenue have steep slopes and prevent safe travel for users with mobility impairments (**Figure 4**). The sidewalk is also constructed directly on the back of curb to the travel way of Wadley Avenue. It is recommended to construct a buffer between the back of curb and the sidewalk as part of the roadway reconfiguration.

A utility pole was observed in the travel way and ramp of the sidewalk between Ferncliff Avenue and Greenbriar Road (**Figure 5**). It is recommended to relocate the utility pole to outside the travel way and clear the sidewalk for pedestrians and vulnerable road users.

Figure 4. Steep Ramp Slope at Driveway

Figure 5. Utility Pole Impeding Sidewalk

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Pavement Striping

Pavement striping, along the corridor, was observed to be extremely faded which made it difficult to distinguish travel lanes. It is recommended to restripe travel lanes throughout the corridor to improve visibility for all lighting and weather conditions.

Intersection Observations and Recommendations

The following observations were made at the intersection-level along Wadley Avenue:

Midland Drive Intersection

Pavement around the signal cabinet on the southeast corner was observed to be deteriorated and not easily traversable for pedestrians (**Figure 6**). It's recommended to repave the sidewalk and pedestrian area. In addition, it is recommended to reevaluate the signal timing for dilemma zones as left-turning crashes were observed in the data.

Figure 6. Pavement Damage near Ramp

Godfrey Street Intersection

It was observed that a pedestrian push button was not functioning and also missing a push button for crossing both Wadley Avenue and Godfrey Street (**Figure 7**). It is recommended to install and update pedestrian push buttons for all approaches of the intersection.

Figure 7. Faulty Pedestrian Push Button

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Midkiff Road Intersection
It was observed that ramps at the intersection were not ADA compliant and it is recommended to upgrade the pedestrian ramps to meet ADA compliance and provide better access for vulnerable users.

2. FAIRGROUNDS ROAD

Corridor Observations and Recommendations
The following observations were made at the corridor-level along Fairgrounds Road:

Illumination
It was observed that illumination was present on the east side of the roadway along Fairgrounds Road; however, was missing from the west side. It is recommended to increase illumination along the study corridor for enhanced visibility. This would increase visibility for the shared use path on the west side of the roadway.

Rumble Strips and Speed Management
Fairgrounds Road is a five-lane undivided roadway with a center turn lane. It is recommended to install longitudinal rumble strips along the center turn lane to assist vehicles in maintaining travel to the main lanes.

The posted speed limit along the corridor is 50 mph, however, the design of the road allows for speeding without restrictions. It is recommended to install speed feedback signs at the midway point between Loop 250 and Wadley Avenue to alert drivers of travelling of the speed limit.

Intersection Observations and Recommendations
The following observations were made at the intersection-level along Fairgrounds Road:

Loop 250 Interchange
Based on input from the City and observations at the Loop 250 interchange, the signal timing favors a long cycle length. This often results in red light running due to long wait times and impatience for drivers. It is recommended to update the signal timing at the interchange to remove minimum recall and providing more green time for approaches.

Wadley Avenue Intersection
Based on information provided by the City, a future high school for the City of Midland will be constructed on the southwest corner of Wadley Avenue and Fairgrounds Road. With increased pedestrian and vehicular activity in the area, it is recommended to refresh the existing crosswalk striping at the intersection. Pedestrian push buttons and crossing signs were observed and function at each leg of the intersection.

3. ANDREWS HIGHWAY

Corridor Observations and Recommendations
The following observations were made at the corridor-level along Andrews Highway:

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Pavement Striping

The pavement striping for travel lanes, stop bars, and turn lanes were observed to be very faded throughout the corridor. Sun glare on the pavement often made it difficult to maintain a vehicle within the travel lanes safely. It is recommended to restripe the whole corridor with high contrast pavement striping for better visibility in all lighting and weather conditions.

Signal Poles

Due to the geometry and orientation of Andrews Highway and intersecting grid system roadways, intersections along the corridor often have skewed angles. It was observed that most of the signalized intersections along the study corridor are installed with a single pole with signal heads at skewed angles for the various approaches. It is recommended to replace the existing signal pole and heads and install conventional signal poles with signal heads at a 90-degree angle to the approach for less driver confusion.

Access Management

Based on coordination and input from City staff, the City is proposing to install a median from Illinois Avenue and Missouri Avenue. This would also close full-access to the Texas Avenue and Village Circle intersection and be a right-in/right-out only access, while also removing the existing signal. No dollars have been allocated for this improvement, but we do agree with City staff in installing a median for access management with many commercial and hospital accesses nearby.

Intersection Observations and Recommendations

The following observations were made at the intersection-level along Andrews Highway:

Midkiff Road Intersection

The stop bars at the intersection were observed to be in front of the intended crosswalk path, specifically at the west and north legs. It is recommended to move the stop bars behind the crosswalk and pedestrian path to provide an impeded path for vulnerable road users. The signal is currently under design with the City, which are requesting construction dollars in the next budget cycle.

Cessna Drive Intersection

The intersection is located directly across from the McDonald's site drives. The site drives are currently operating at one entering and one exiting to create a good traffic flow. With frequent access to the development, it is recommended to manage access along Andrews Highway. It is recommended to construct an S-median with a hooded southeast bound left-turn into Cessna Drive and a hooded northwest bound left-turn into the McDonald's entrance. This would make the McDonald's exiting driveway as right-out only.

Kansas Avenue Intersection

The intersection was observed to have limited sight distance for vehicles turning onto Andrews Highway from the southwest, which is caused by the major skewing of Kansas Avenue. Based on high volumes along the Andrews Highway and sight distance issues, it is recommended to conduct a signal warrant analysis at the intersection. City staff also concurred with this recommendation. To increase sight distance, it is recommended to also trip vegetation on the southwest corner.

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The stop bar is located approximately 20 feet from the travel lanes and is not in a spot for vehicles to adequately see oncoming traffic before making a left or right-turn. It is recommended to move the stop bar forward while also reconfiguring the pedestrian ramp to be in front of the stop bar.

Ohio Avenue/Dodson Street Intersection

The intersection currently operates as a five-leg intersection with Ohio Avenue and Andrews Highway approaches as signalized. The Dodson Street leg is currently functioning with entering traffic from all other legs and right-out exit only onto Andrews Highway. The “pork chop” pedestrian island at Dodson Street has bulbs and faded striping. It is recommended to install a raised pedestrian island that provides refuge for pedestrians crossing the Dodson Street leg of the intersection with refreshed pavement markings. It is also recommended to stripe directional lane arrow markings along Dodson street to orient entering and exiting traffic to the commercial area to the south.

Wall Street Intersection

Andrews Highway transitions from four-lanes (south of Wall Street) to six-lanes (north of Wall Street). Travelling north, two travel lanes transitions to three travel lanes and it was observed that vehicles in the inside lane can transition to either of the two inside travel lanes on the north side of the intersection. It is recommended to realign the southbound approach to increase the positive left-turn offset, which would also remove one of the through lanes on the north side of the intersection. This allows for the northbound travelling vehicles to have a single lane to cross the intersection.

Based on City staff input, the northeast corner of the intersection has a sharp corner turn and improvements to increase the turn radius is recommended based on property acquisition. The City is also installing an eastbound right-turn lane and relocating the existing bus stop near the southwest corner of the intersection (**Figure 8**). It is also recommended to relocate and existing signal pole off the sidewalk path on the southwest corner of the intersection.

Figure 8. Bus Stop to Relocate

4. LAMESA ROAD

Corridor Observations and Recommendations

The following observations were made at the corridor-level along Lamesa Road:

Access Management/Sidewalk

Lamesa Road, north of Florida Avenue, consists of many residential street intersections located approximately every 400 feet. South of Florida Avenue is a mixture of commercial, industrial, and residential land uses. Sidewalk gaps were observed in various spots throughout the corridor. It is recommended to install a median along the corridor with improved lighting in the median, buffer between edge lines and sidewalk, and also fill in sidewalk gaps on at least one side of the road.

As part of the construction of the median, it is recommended to install median openings at strategic intersections and close full-access at six intersections. It is recommended to close California Avenue, Pennsylvania Avenue, Washington Avenue, Indiana Avenue, Missouri Avenue, and Texas Avenue. All other intersections at the corridor recommended to be installed with median openings.

Sidewalk Obstructions

It was observed that dumpsters were located along sidewalks along the corridor. They were the most prevalent near the southern section of the corridor, near Taylor Avenue and Hicks Avenue (**Figure 9**). It is recommended for the City to relocate dumpsters and trash pickup locations that are the most strategic for trash collection vehicles.

Figure 9. Dumpster on Sidewalk

Intersection Observations and Recommendations

The following observations were made at the intersection-level along Lamesa Road:

Front Street Intersection

As part of the city-wide observation and recommendations to install and upgrade pedestrian facilities at signalized intersections, it is also recommended to coordinate signal timing with the priority signal timing for the railroad crossing south of the intersection. City staff was concerned with the addition of pedestrian crossings and signal heads and how it will coordinate with the railroad priority signal timing. Pedestrian ramps are available at the intersection so pedestrian crossings should be prioritized, even with the railroad near the intersection.

Indiana Avenue Intersection

In the crash history, a fatal pedestrian crash occurred near the intersection. No crosswalks were striped at the intersection, so it is recommended to stripe crosswalks at the existing ramps and install a pedestrian crossing sign along Lamesa Road.

Cloverdale Road/California Avenue Intersection

Cloverdale Road connects out to the eastern limits of the City of Midland, transitioning into FM 307 and into IH-20. Observing high traffic volumes along Lamesa Road and Cloverdale Road being a larger intersection connection, it is recommended to install a traffic signal or roundabout at the intersection. This will allow for exiting vehicles from Cloverdale Road to Lamesa Road to make safe movements into high traffic volumes. If a signal is implemented, due to the spacing to Florida Avenue, it is recommended to coordinate the signal timings.

Florida Avenue Intersection

It was observed that there is a wide outside lane of the southern leg of the intersection, going southbound. It provides approximately 30 ft for vehicles to travel on. It is recommended to stripe out an edge line to guide vehicles in the correct travel lane at the correct lane width.

The eastern leg of the intersection has a “No Pedestrians” sign on the signal pole (**Figure 10**). Pedestrian ramps exist to cross the eastern leg, so it is recommended to reevaluate the pedestrian crossing or remove the ramps. No lighting was observed at the intersection, so it is recommended to install lighting at the existing signal pole on the southeast corner of the intersection (**Figure 11**).

Figure 10. No Pedestrian Crossing

Figure 11. No Intersection Lighting

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Missing sidewalk segments and objects in the pedestrian path along sidewalks were observed. A mailbox was observed in the middle of the sidewalk and pedestrian area on the southwest corner of the intersection, and it is recommended to relocate it (**Figure 12**). A utility pole was also observed in the middle of the sidewalk path, just south of the intersection and it is recommended to relocate (**Figure 13**).

Figure 12. Mailbox Obstructing Ramp

Figure 13. Utility Pole in Sidewalk Path

On the southwest corner was observed missing sidewalk connection between the curb ramp adjacent to the channelized island and the sidewalk that runs along Lamesa Road and into Florida Avenue (**Figure 14**). It is recommended to complete that small sidewalk connection for improved pedestrian connectivity. The sidewalk then leads north to Florida Avenue, where there is no where for pedestrians to continue (**Figure 15**). It is recommended to remove the ramp at Florida Avenue or continue the sidewalk to the east.

Figure 14. Missing Sidewalk Connection

Figure 15. Sidewalk with No Connectivity

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Gist Avenue

Based on City staff, the design for a traffic signal at the intersection is complete and the construction will go out for bid in the near future. The City is planning to install crosswalks, pedestrian signal heads and push buttons, and radar detection.

5. MIDKIFF ROAD – WALL STREET

Corridor Observations and Recommendations

The following observations were made at the corridor-level along Midkiff Road – Wall Street:

Access Management

Both Midkiff Road and Wall Street are undivided roadways with a center turn lane for full access through the study corridor. The area is comprised of many commercial businesses and has high pedestrian activity when field observations were completed. It is recommended to install an S-median along Midkiff Road, north of Wall Street and up to Williams Street. As part of this recommendation, we recommend closing full-access to Midkiff Road at the intersection of Travis Avenue, construct a southbound hooded left-turn into Franklin Avenue, and construct a northbound hooded left-turn into the Jumburrito development. It is also recommended to install an S-median along Wall Street, between Midkiff Road and Front Street. The median is recommended to divide the northbound and southbound left-turn lanes and should be striped for proper storage length (**Figure 16**).

Wall Street was observed to have a small access road that runs parallel to it and intersects with Midkiff Road close to the signalized intersection. Vehicles were observed to be queued back, awaiting openings at the storage area of the intersection. It is recommended to close the frontage access of Wall Street at Midkiff Road and redirect traffic to the median opening to the southwest. Small driveway accesses were also observed for the gas station on the northeast corner of the intersection, within the channelized right-turn lane (**Figure 17** and **Figure 18**). It is recommended to close the two driveways, which would still provide two other driveway access points to the gas station.

Figure 16. Install S-Median

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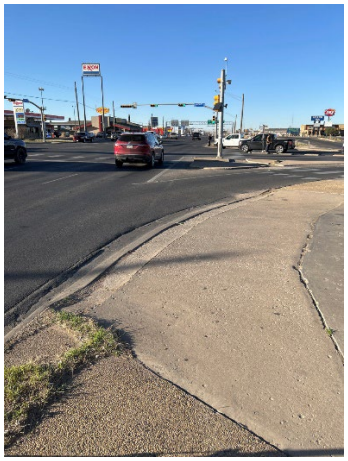
Figure 17. Close Driveway Access

Figure 18. Close Driveway Access



Sidewalks and Pedestrian Crossings

Between Midkiff Road and Front Street, the northern section of sidewalk was observed to be indistinguishable to driveway access and pavement is deteriorating (**Figure 19**). It is recommended to upgrade the sidewalk facilities in this section for safer travel for vulnerable road users. The southern section of sidewalk, near the intersection of Midkiff Road and Wall Street, is missing a sidewalk connection to connect to the pedestrian area at the intersection (**Figure 20**). It is recommended to construct the missing sidewalk connection for improved pedestrian connectivity.

Figure 19. Poor Sidewalk Conditions

Figure 20. Missing Sidewalk Connection

Intersection Observations and Recommendations

The following observations were made at the intersection-level along Midkiff Road – Wall Street:

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Midkiff Road/Wall Street Intersection

Vehicles travelling from Wall Street and turning north on Midkiff Road were observed to speed along the channelized right-turn lane. Based on the crash history, a fatal pedestrian crash occurred at the crosswalk as well. It is recommended to install a right-turn deceleration lane and install a yield to pedestrian sign to warn drivers at the turn.

Intersection illumination was observed at the northwest and northeast corners but not at the southern corners. It is recommended to add intersection lighting on the southern end of the intersection for improved lighting conditions for those approaches. It was also observed that vehicles were often confused travelling northbound through the intersection of lane assignments, especially with dual northbound right turns (**Figure 21**). It is also recommended to install lane assignment signs throughout the intersection.

Figure 21. No Lane Assignment Sign or Lighting

Observing the signal timing, northbound travelling vehicles are able to make the movement from Midkiff Road to Wall Street while yielding on red. The northbound approach is a left, through/right, and a right-turn lane, so it is recommended to update the signal timing for a no turn on red. The intersection was observed to have high traffic volumes and many making left-turns. It is recommended to update the signal timing to protected left-turn phasing for the east-west directions along Wall Street.

Wall Street/Front Street Intersection

Throughout the observations along the study corridor, many pedestrians were crossing Wall Street to/from the north and south. Many of which used the triangular park inlet on the southwest corner near Front Street to make a crossing. Currently the only existing pedestrian crossing for Wall Street is at Midkiff Road. Crosswalk striping and pedestrian signal heads are not installed at the Front Street intersection, however, ramps do exist (**Figure 22**).

It is recommended to install crosswalks, pedestrian signal heads, and update signal timing to accommodate for pedestrian crossings. In order to make a pedestrian connection between the north and south areas near the triangular park inlet, it is recommended to install a pedestrian crossing that is activated by push button and has flashing warning lights (**Figure 23**). Vehicles travel at a high

speed along this channelized right-turn while travelling from Midkiff Road to Front Street, so a pedestrian crossing is needed. Finally, an existing ramp at the southern tip of park inlet is recommended to be removed and relocated to the recommended pedestrian crossing.

Figure 22. Missing Pedestrian Crossings

Figure 23. Install Pedestrian Crossing

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D. Study Corridor CMF Calculations

ID	Study Corridor	Context	Location	Recommendation	CMF ID #	Countermeasure	CMF	CMF Crash Type	CMF Crash Severity	CMF Area Type	CMF Crash Type Count	CMF Crash Type - 20 Years	CMF Reduction - 20 Years
1.1	Wadley Avenue	Corridor	Corridor	Install median	2219	Install Raised Median	0.29	All	All	Urban	310	1240	881
1.2	Wadley Avenue	Corridor	Corridor	Reconstruct sidewalk with buffer	11246	Install Sidewalk	0.598	Vehicle/pedestrian	All	Urban	2	8	4
1.3	Wadley Avenue	Corridor	Corridor	Restripe pavement markings	NS01	Upgrade Intersection Pavement Markings	0.75	All	-	-	310	1240	310
2.1	Fairgrounds Road	Corridor	Corridor	Add illumination	7776	Install Lighting	0.68	All	All	All	63	252	81
2.2	Fairgrounds Road	Corridor	Corridor	Install median	2219	Install Raised Median	0.29	All	All	Urban	63	252	179
2.3	Fairgrounds Road	Corridor	Corridor	Install speed feedback signs	6885	Install Dynamic Speed Feedback Sign	0.95	All	All	Rural	63	252	13
3.1	Andrews Highway	Corridor	Corridor	Restripe pavement markings	NS01	Upgrade Intersection Pavement Markings	0.75	All	-	-	325	1300	325
3.2	Andrews Highway	Corridor	Corridor	Install median	2219	Install Raised Median	0.29	All	All	Urban	425	1700	1207
4.1	Lamesa Road	Corridor	Corridor	Install median	2219	Install Raised Median	0.29	All	All	Urban	91	364	259
4.2	Lamesa Road	Corridor	Corridor	Add illumination in median	7776	Install Lighting	0.68	All	All	All	91	364	117
4.3	Lamesa Road	Corridor	Corridor	Reconstruct sidewalk with buffer and fill gaps	11246	Install Sidewalk	0.598	Vehicle/pedestrian	All	Urban	2	8	4
4.4	Lamesa Road	Corridor	Corridor	Relocate obstructions from sidewalks	1024	Remove or Relocate Fixed Objects Outside of Clear Zone	0.62	All	All	All	91	364	139
5.1	Midkiff Road - Wall Street	Corridor	Corridor	Install median on Midkiff Road	2219	Install Raised Median	0.29	All	All	Urban	2	8	6
5.2	Midkiff Road - Wall Street	Corridor	Corridor	Install median on Wall Street	2219	Install Raised Median	0.29	All	All	Urban	1	4	3
5.3	Midkiff Road - Wall Street	Corridor	Corridor	Reconstruct sidewalk and add missing connections	11246	Install Sidewalk	0.598	Vehicle/pedestrian	All	Urban	3	12	5
1.B.1	Wadley Avenue	Intersection	Midland Drive	Reevaluate signal timing for dilemma zones	4203	Increase Yellow Interval and Add All Red Interval	0.99	All	All	Urban	23	92	1
1.G.1	Wadley Avenue	Intersection	Godfrey Street	Install and update pedestrian push buttons	8922	Implement Systemic Signing and Visibility Improvements at Signalized Intersections	0.955	All	All	All	10	40	2
3.C.1	Andrews Highway	Intersection	Cessna Drive	Install median	2219	Install Raised Median	0.29	All	All	Urban	26	104	74
3.G.1	Andrews Highway	Intersection	Kansas Avenue	Conduct signal warrant analysis	7848	Install a Traffic Signal	0.61	All	All	Urban	20	80	32
3.G.2	Andrews Highway	Intersection	Kansas Avenue	Trim vegetation	1024	Remove or Relocate Fixed Objects Outside of Clear Zone	0.62	All	All	All	20	80	31
3.K.1	Andrews Highway	Intersection	Dodson Street	Install raised pedestrian island "pork chop"	9120	Median Treatment for Ped/Bike Safety	0.86	All	All	Urban	30	120	17
3.K.2	Andrews Highway	Intersection	Dodson Street	Stripe directional arrow markings	NS01	Upgrade Intersection Pavement Markings	0.75	All	-	-	30	120	30
3.N.1	Andrews Highway	Intersection	Wall Street	Reconfigure southbound left-turn lane with positive left-turn offset	276	Introducing Zero or Positive Offset Left-Turn Lane on Crossing Roadway	0.74	Angle	All	Urban	10	40	11
4.C.1	Lamesa Road	Intersection	Kentucky Ave	Evaluate for most appropriate pedestrian crossing treatment	4123	Install High-Visibility Crosswalk	0.6	Vehicle/pedestrian	All	Urban	1	4	2
4.G.1	Lamesa Road	Intersection	Florida Avenue	Stripe edge line of south leg	83	Place Standard Edgeline Marking (4-6 In)	0.97	All	A, B, C	Rural	3	12	1
4.G.2	Lamesa Road	Intersection	Florida Avenue	Add illumination	4462	Install Intersection Lighting	0.881	Nighttime	All	All	1	4	1
5.C.1	Midkiff Road - Wall Street	Intersection	Midkiff Road	Close driveways	442	Closure or Complete Relocation of All Driveways from Function Area of Intersection	0.93	All	All	Urban	11	44	4
5.C.2	Midkiff Road - Wall Street	Intersection	Midkiff Road	Install dedicated right-turn lane	NS17	Install Right-Turn Lane	0.8	All	-	-	104	416	84
5.C.3	Midkiff Road - Wall Street	Intersection	Midkiff Road	Install stop for pedestrian sign	9017	Install Advanced Yield or Stop Markings and Signs	0.75	Vehicle/pedestrian	All	Urban and Suburban	3	12	3
5.C.4	Midkiff Road - Wall Street	Intersection	Midkiff Road	Add illumination	4462	Install Intersection Lighting	0.881	Nighttime	All	All	38	152	19
5.C.5	Midkiff Road - Wall Street	Intersection	Midkiff Road	Install lane assignment sign	8922	Implement Systemic Signing and Visibility Improvements at Signalized Intersections	0.955	All	All	All	104	416	19
5.C.6	Midkiff Road - Wall Street	Intersection	Midkiff Road	Update signal timing with protected left-turn phasing	4144	Change Permissive Left-Turn Phasing To Protected Only	0.45	All	All	Urban	104	416	229
C.1	All	Signalized Intersection	All	Install/update pedestrian crosswalks	8967	Implement Systemic Signing and Visibility Improvements at Signalized Intersections	0.732	All	All	All	886	3544	950
C.1.1	Wadley Avenue	Signalized Intersection	Corridor	Install pedestrian signal heads, crossing signs, and push buttons	8967	Implement Systemic Signing and Visibility Improvements at Signalized Intersections	0.732	All	All	All	149	596	160
C.1.2	Fairgrounds Road	Signalized Intersection	Corridor	Install pedestrian signal heads, crossing signs, and push buttons	8967	Implement Systemic Signing and Visibility Improvements at Signalized Intersections	0.732	All	All	All	67	268	72
C.1.3	Andrews Highway	Signalized Intersection	Corridor	Install/update pedestrian crosswalks	8967	Implement Systemic Signing and Visibility Improvements at Signalized Intersections	0.732	All	All	All	352	1408	378
C.1.4	Lamesa Road	Signalized Intersection	Corridor	Install pedestrian signal heads, crossing signs, and push buttons	8967	Implement Systemic Signing and Visibility Improvements at Signalized Intersections	0.732	All	All	All	69	276	74
C.1.5	Midkiff Road - Wall Street	Signalized Intersection	Corridor	Install/update pedestrian crosswalks	8967	Implement Systemic Signing and Visibility Improvements at Signalized Intersections	0.732	All	All	All	140	560	151
C.2	All	Signalized Intersection	All	Install pedestrian signal heads, crossing signs, and push buttons	8967	Implement Systemic Signing and Visibility Improvements at Signalized Intersections	0.732	All	All	All	886	3544	950
C.2.1	Wadley Avenue	Signalized Intersection	Corridor	Install pedestrian signal heads, crossing signs, and push buttons	8967	Implement Systemic Signing and Visibility Improvements at Signalized Intersections	0.732	All	All	All	149	596	160
C.2.2	Fairgrounds Road	Signalized Intersection	Corridor	Install pedestrian signal heads, crossing signs, and push buttons	8967	Implement Systemic Signing and Visibility Improvements at Signalized Intersections	0.732	All	All	All	67	268	72
C.2.3	Andrews Highway	Signalized Intersection	Corridor	Install pedestrian signal heads, crossing signs, and push buttons	8967	Implement Systemic Signing and Visibility Improvements at Signalized Intersections	0.732	All	All	All	352	1408	378
C.2.4	Lamesa Road	Signalized Intersection	Corridor	Install pedestrian signal heads, crossing signs, and push buttons	8967	Implement Systemic Signing and Visibility Improvements at Signalized Intersections	0.732	All	All	All	69	276	74
C.2.5	Midkiff Road - Wall Street	Signalized Intersection	Corridor	Install pedestrian signal heads, crossing signs, and push buttons	8967	Implement Systemic Signing and Visibility Improvements at Signalized Intersections	0.732	All	All	All	140	560	151
C.3	All	Signalized Intersection	All	Update vehicle detection to radar detection	S03	Improve Signal Timing	0.85	All	-	-	886	3544	532
C.3.1	Wadley Avenue	Signalized Intersection	Corridor	Update vehicle detection to radar detection	S03	Improve Signal Timing	0.85	All	-	-	149	596	90
C.3.2	Fairgrounds Road	Signalized Intersection	Corridor	Update vehicle detection to radar detection	S03	Improve Signal Timing	0.85	All	-	-	67	268	41
C.3.3	Andrews Highway	Signalized Intersection	Corridor	Update vehicle detection to radar detection	S03	Improve Signal Timing	0.85	All	-	-	352	1408	212
C.3.4	Lamesa Road	Signalized Intersection	Corridor	Update vehicle detection to radar detection	S03	Improve Signal Timing	0.85	All	-	-	69	276	42
C.3.5	Midkiff Road - Wall Street	Signalized Intersection	Corridor	Update vehicle detection to radar detection	S03	Improve Signal Timing	0.85	All	-	-	140	560	84
C.4	All	Signalized Intersection	All	Install reflective backplates at signal heads	1410	Add 3-Inch Yellow Retroflective Sheeting to Signal Backplates	0.85	All	All	Urban	886	3544	532
C.4.1	Wadley Avenue	Signalized Intersection	Corridor	Install reflective backplates at signal heads	1410	Add 3-Inch Yellow Retroflective Sheeting to Signal Backplates	0.85	All	All	Urban	149	596	90
C.4.2	Fairgrounds Road	Signalized Intersection	Corridor	Install reflective backplates at signal heads	1410	Add 3-Inch Yellow Retroflective Sheeting to Signal Backplates	0.85	All	All	Urban	67	268	41
C.4.3	Andrews Highway	Signalized Intersection	Corridor	Install reflective backplates at signal heads	1410	Add 3-Inch Yellow Retroflective Sheeting to Signal Backplates	0.85	All	All	Urban	352	1408	212
C.4.4	Lamesa Road	Signalized Intersection	Corridor	Install reflective backplates at signal heads	1410	Add 3-Inch Yellow Retroflective Sheeting to Signal Backplates	0.85	All	All	Urban	69	276	42
C.4.5	Midkiff Road - Wall Street	Signalized Intersection	Corridor	Install reflective backplates at signal heads	1410	Add 3-Inch Yellow Retroflective Sheeting to Signal Backplates	0.85	All	All	Urban	140	560	84

City Council Meeting

Item Number: 18

Meeting Date: April 23, 2024

To: City Council / City Manager

From: Gabe McClelland, Director

Subject: **MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO APPROVE PLANS AND SPECIFICATIONS FOR THE BRIARWOOD AVENUE AT AVALON DRIVE TRAFFIC SIGNAL INSTALLATION PROJECT, SAID PLANS AND SPECIFICATIONS TO BE PLACED 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) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Purpose:

MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO APPROVE PLANS AND SPECIFICATIONS FOR THE BRIARWOOD AVENUE AT AVALON DRIVE TRAFFIC SIGNAL INSTALLATION PROJECT, SAID PLANS AND SPECIFICATIONS TO BE PLACED 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.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no fiscal impact for this item. A contract will be brought to Council for approval at a

future meeting.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

A traffic signal will be installed at the intersection of Briarwood Ave. and Avalon Dr. to support future development in the area.

City Manager's Office

PACKET

18.3

Avalon & Briarwood Traffic Signal

April 23, 2024

Date: 4/17/2024

Traffic Signal

0 100 200 Feet

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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT. NOR IS IT DESIGNED TO BE USED AS A PROXIMATE TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS MADE UPON THE USE OF THIS DATA.

City Council Meeting

Item Number: 19

Meeting Date: April 23, 2024

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (24-329-006) BETWEEN THE CITY OF MIDLAND AND TARGA PIPELINE MID-CONTINENT WESTEX L.L.C. REGARDING CITY OWNED PROPERTY DESCRIBED AS SECTION 9, BLOCK 37, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

This ROW License will replace License # 2014-156 effective June 1, 2014, which granted a 30' wide right of way to Atlas Pipeline Mid-Continent Westex L.L.C now known as Targa Pipeline Mid-Continent WesTex LLC. This Right of Way License updates and replaces the previously granted license and terms for the continued operation of said pipeline.

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

ten-year term paid in advance

8" pipeline ($280.00 per rod x 157.76 rods) $44,172.80

Total Collected: $45,172.80

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

This private use, poly construction gas line is eight inches (8) in diameter and buried forty-eight inches (48) deep and does not interfere with the Sprayberry Farm operations in this area. Attached plat is the “As Built” survey of the existing pipeline. Annual fees are up to date.

Certificates of Insurance (COI) with City of Midland named as additional insured and a waiver of subrogation in favor of the City of Midland has been collected and on file.

City Secretary to record completed License Agreement

Jose E. Ortiz

City Manager’s Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND	§	

Date:	April 24, 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:	**Targa Pipeline Mid-Continent Westtex LLC**
Licensee's Representative:	**Norman L. Winter**
Licensee's Mailing Address:	811 Louisiana St. Houston, Texas 77027
Property:	As described in Article III below
License Number:	**24-329-006**

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 FORTY-FOUR THOUSAND ONE HUNDRED SEVENTY-TWO and 80/100 Dollars ($44,172.80) ("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 thirty (30) feet in width of the locations with operations limited to areas 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 poly-construction pipeline, not to exceed eight (8) inches in diameter, for the transportation of 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 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 described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than forty-eight (48) inches in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE 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 pipeline 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 pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change, or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for

any purpose.

IV. Standard General Conditions

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

Commercial General Liability (including Contractual liability):	
■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

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

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER

AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE OR PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN

CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and all persons performing the same; and

shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (M.) below.

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

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

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH

PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License, or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

I. Third-Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third-party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six

(6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has

contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

Q. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

R. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

S. Entire Agreement. This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

[Signature Pages Follow]

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
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:
TARGA PIPELINE MID-CONTINENT WESTTEX LLC

By: Norman L. Winter
Printed Name: Norman L. Winter
Title: Vice President of Land and ROW

THE STATE OF Texas §
§
COUNTY OF Harris §

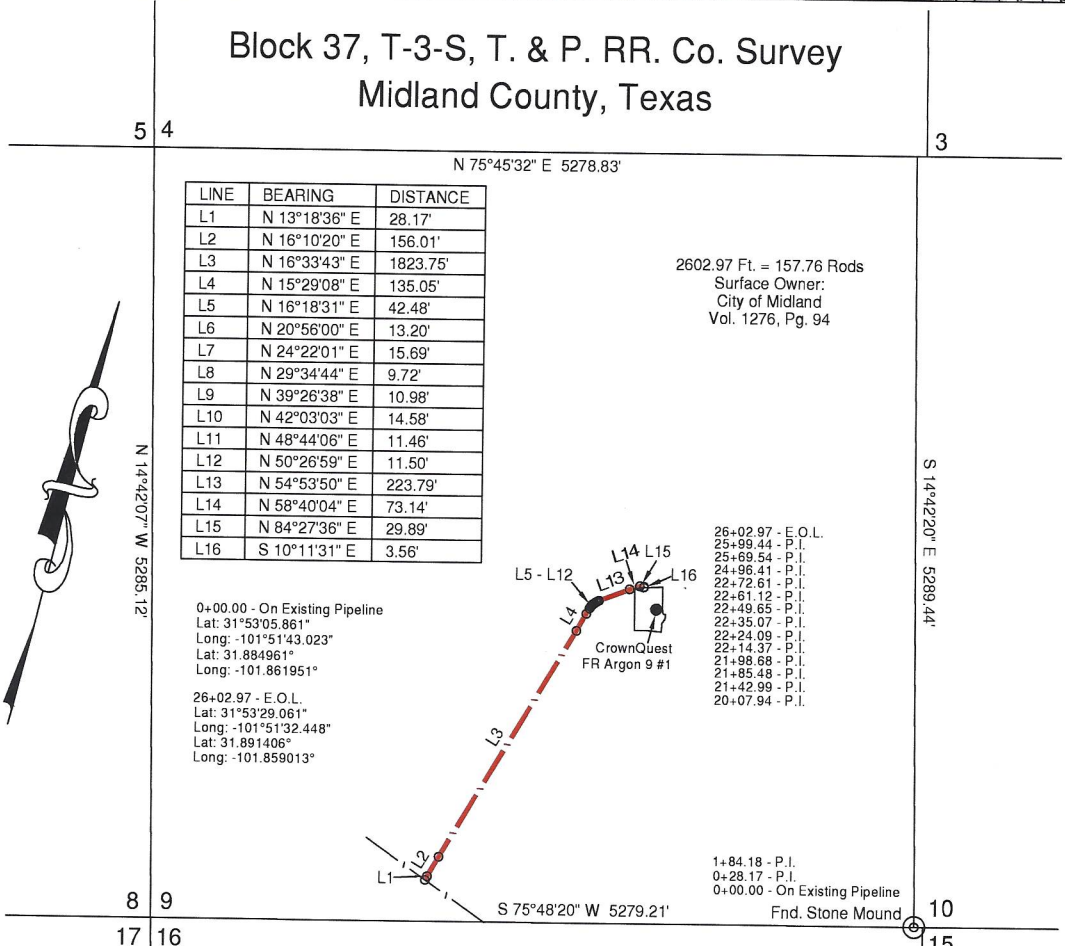
BEFORE ME, the undersigned authority, on this 26th day of March, 2024 personally appeared Norman L. Winter an officer of Targa Pipeline Mid-Continent Westtex LLC, known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the 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 26th day of March, 2024.

Notary Public, State of Texas

KIMBERLY NICHOLE NIETO
Notary ID #131475624
My Commission Expires
March 5, 2026

Block 37, T-3-S, T. & P. RR. Co. Survey
Midland County, Texas



LINE	BEARING	DISTANCE
L1	N 13°18'36" E	28.17'
L2	N 16°10'20" E	156.01'
L3	N 16°33'43" E	1823.75'
L4	N 15°29'08" E	135.05'
L5	N 16°18'31" E	42.48'
L6	N 20°56'00" E	13.20'
L7	N 24°22'01" E	15.69'
L8	N 29°34'44" E	9.72'
L9	N 39°26'38" E	10.98'
L10	N 42°03'03" E	14.58'
L11	N 48°44'06" E	11.46'
L12	N 50°26'59" E	11.50'
L13	N 54°53'50" E	223.79'
L14	N 58°40'04" E	73.14'
L15	N 84°27'36" E	29.89'
L16	S 10°11'31" E	3.56'

CENTERLINE DESCRIPTION
Of An Existing Pipeline Right-of-Way
Section 9, Block 37, T-3-S
T. & P. RR. Co. Survey

Beginning at pipeline station 0+00.00 on the centerline for the beginning of this existing pipeline right-of-way from which a stone mound for the Southeast corner of Section 9, Block 37 bears N 80°36'50" E, 3393.91 feet.

Thence along the centerline of said existing pipeline with it's meanders as follows; N 13°18'36" E 28.17 feet to pipeline station P.I. 0+28.17; N 16°10'20" E 156.01 feet to pipeline station P.I. 1+84.18; N 16°33'43" E 1823.75 feet to pipeline station P.I. 20+07.94; N 15°29'08" E 135.05 feet to pipeline station P.I. 21+42.99; N 16°18'31" E 42.48 feet to pipeline station P.I. 21+85.48; N 20°56'00" E 13.20 feet to pipeline station 21+98.68; N 24°22'01" E 15.69 feet to pipeline station P.I. 22+14.37; N 29°34'44" E 9.72 feet to pipeline station P.I. 22+24.09; N 39°26'38" E 10.98 feet to pipeline station P.I. 22+35.07; N 42°03'03" E 14.58 feet to pipeline station P.I. 22+49.65; N 48°44'06" E 11.46 feet to pipeline station P.I. 22+61.12; N 50°26'59" E 11.50 feet to pipeline station P.I. 22+72.61; N 54°53'50" E 223.79 feet to pipeline station P.I. 24+96.41; N 58°40'04" E 73.14 feet to pipeline station P.I. 25+69.54; N 84°27'36" E 29.89 feet to pipeline station P.I. 25+99.44;

Thence S 10°11'31" E, a distance of 3.56 feet to pipeline station 26+02.97 being the E.O.L. (End of Line) of this existing pipeline right-of-way from which a stone mound for the Southeast corner of Section 9, Block 37 bears S 53°31'00" E, 2990.59 feet.

GRAPHIC SCALE
1000 0 500 1000 2000
1" = 1000' *U.S. FEET*

Note: Survey Reconstruction filed in the Office of Pennell & Marlowe Land Surveyors, Inc.
Latitudes and Longitudes shown are on NAD'83 Datum.
Note: Bearings and distances are based on The Texas Coordinate System of 1927, Central Zone.
Note: Example: (S-99999) indicates General Land Office file number.

PENNELL & MARLOWE
RESIDENTIAL, OILFIELD & LAND SURVEYORS, INC.
ALL TYPES OF SURVEYS

STATE OF TEXAS
REGISTERED
STEPHEN P. MARLOWE
5715
PROFESSIONAL LAND SURVEYOR

Stephen P. Marlowe
STEPHEN P. MARLOWE, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5715

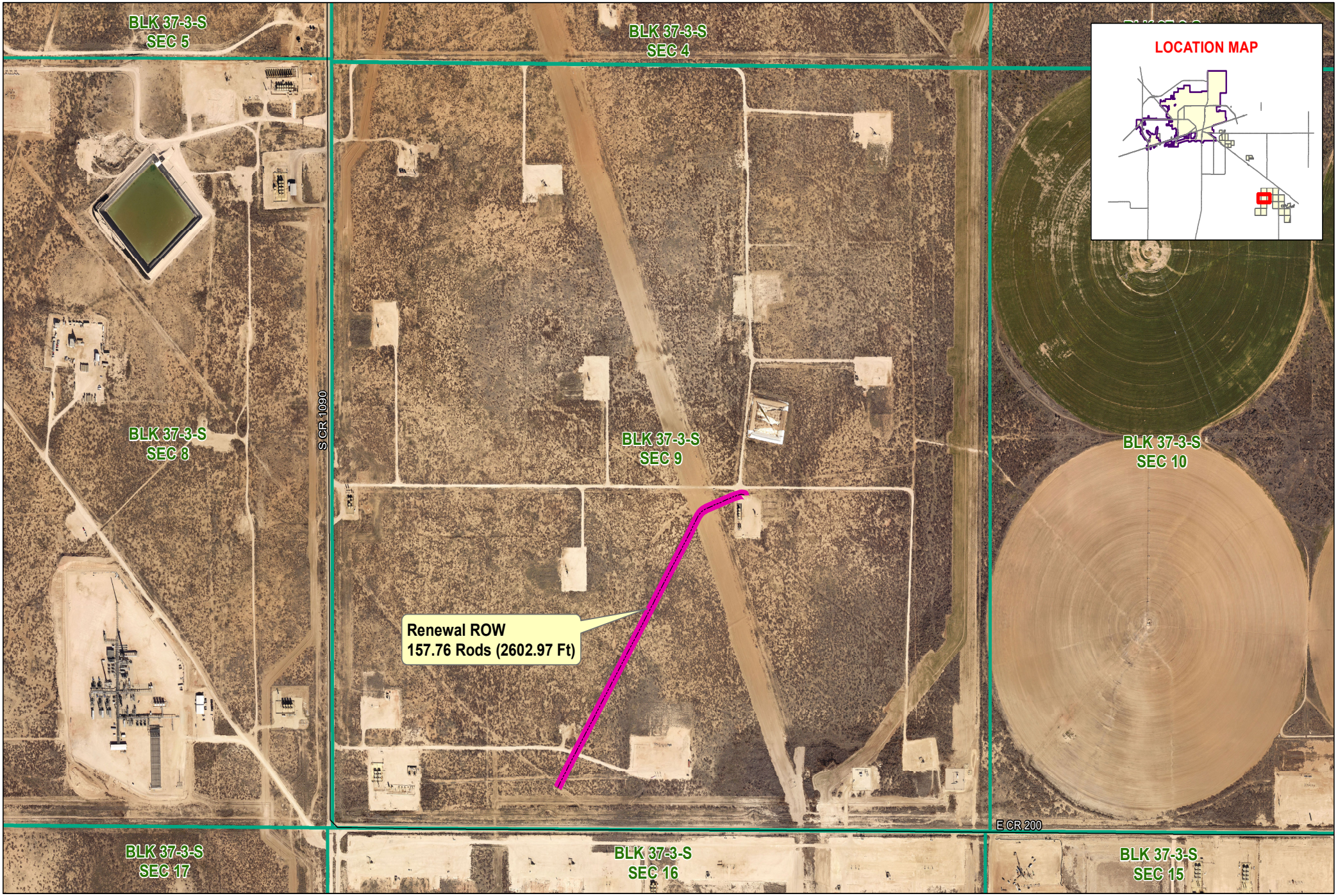
February 20, 2024
240220S-SPM

P.O. Box 51887, Midland, Texas 79710 (432) 262-0901 Fax (432) 262-0679 Firm #100201-00

Proposed Pipeline Plat

TARGA MID-CONTINENT WEST TEX, LLC.
COM RENEWAL 2014-156
PO# TAR354187
Survey Of An Existing Pipeline
In And Through
Section 9, Block 37, T-3-S
T. & P. RR. Co. Survey
Midland County, Texas

Scale: 1" = 1000'



Date: 3/20/2024

Renewal ROW
Street
Survey Section

PACKET

19 19

Targa Renewal (2014-156) ROW

April 23, 2024

0 250 500 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): 02/28/2024

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 MARSH USA LLC. 500 Dallas St., Suite 1500 Houston, TX 77002 CN101831123--3-23-24	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Targa Delaware LLC 811 Louisiana Street, Suite 2100 Houston, TX 77002	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Associated Electric & Gas Ins Services Ltd — 3190004 **INSURER B :** ACE American Insurance Company — 22667 **INSURER C :** ACE Property & Casualty Insurance Company — 20699 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** HOU-004097552-01 **REVISION NUMBER:** 14

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X	X	YX0321903P	10/31/2023	10/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	See Next Page See Next Page See Next Page See Next Page See Next Page See Next Page
B	**AUTOMOBILE LIABILITY** X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		X	ISAH10752358	10/31/2023	10/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
C	X **UMBRELLA LIAB** ☐ OCCUR **EXCESS LIAB** X CLAIMS-MADE ☐ DED X RETENTION $ 1,000,000			XOC G28178281 008	10/31/2023	10/31/2024	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WLRC50724244	10/31/2023	10/31/2024	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	2,000,000 2,000,000 2,000,000

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

RE: Right Of Way License.

City of Midland is included as additional insured where required by written contract with respect to General Liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

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

Marsh USA LLC

PACKET 19.20 April 23, 2024

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC.	Targa Delaware LLC 811 Louisiana Street, Suite 2100 Houston, TX 77002
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

As Respects General Liability:

A. Limit of Liability Each Occurrence:
1. $1,000,000*
2. $2,000,000 General Aggregate

B. Joint Venture Limit of Liability Each Occurrence:
Per Limit of Liability Section (3)
$1,000,000*

C. Combined Products Liability and Completed Operations Liability
Aggregate Limit of Liability for the Policy Period:
$2,000,000*

D. Failure to Supply Liability Aggregate Limit of Liability for the Policy Period:
$1,000,000*

E. Pollution Liability Aggregate Limit of Liability for the Policy Period:
$1,000,000*

F. Medical Malpractice Injury Limit of Liability Each Occurrence:
$1,000,000*

G. Wildfire Liability Aggregate Limit of Liability for the Policy Period:
$1,000,000*

*Subject to the $2,000,000 General Aggregate

As Respects General Liability:
Indemnity and Defense Costs are included in the Limits of Liability.

As Respects General Liability:
Policy does not contain an exclusion applicable to construction or demolition work within 50 feet of a railroad.

As Respects General Liability:
Policy does not contain exclusion for explosion, collapse or underground property damage hazards.

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THE FACE OF THIS DOCUMENT HAS A MULTIPLE COLORED BACKGROUND

TARGA RESOURCES, LLC
811 LOUISIANA STREET, SUITE 2100
HOUSTON, TX 77002

JPMorgan Chase Bank, N.A.
CHICAGO, IL
2-1/710

0033806

DATE: April 2, 2024

AMOUNT: $44,172.80

PAY Forty-Four Thousand One Hundred Seventy-Two Dollars & 80/100********** DOLLARS

Security Features Included. Details On Back

TO THE ORDER OF City of Midland
P.O. Box 1152
Midland, TX 79702

SIGNATURE

JUSTIN WENGER
PRINTED NAME

⑈0033806⑈ ⑆071000013⑆ 632558805⑈

TAXPAYER ID/SSN NO. 0033806

IN FULL FOR Consideration for the renewal of a pipeline easement and all damages associated with said easement located in Section 9 Block 37, T-3-S, T&P RR Co. Survey, Midland County, Texas.

License Fee = $44,172.80

~~COM License 2014-156 renewal / 24-329-006~~

Pipe ID WTX-Pipe-67137

DEPT APPROVAL _____ DATE: _____

TARGA RESOURCES, LLC.

GL COMPANY 35041 GL ACCOUNT 552004 RC 535502 LOC 20001

PROJECT NO _____ TASK 1004 - Land-ROW/Easement

PROJECT NAME COM renewal 2014-156 / 24-329-006

PACKET 19.22 April 23, 2024

ENTERED THE ONE NET _____ DATE _____

City Council Meeting

Item Number: 20

Meeting Date: April 23, 2024

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (24-329-004) WITH ET GATHERING & PROCESSING LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 30, BLOCK 36, T- 3-S, T&P RR CO. SURVEY, MIDLAND AND GLASSCOCK COUNTIES, TEXAS. (DISTRICT: NONE) (UTILITIES) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

This motion will provide a 10-year renewal of a 30' wide right of way for an existing Twenty-inch (20") Common Carrier, Gas Utility, steel construction, pipeline on City of Midland-owned Sprayberry Farm. Current Right of Way License 2014-6628 dated March 7, 2014 with ETC Texas Pipeline, LTD is paid up to date with the "as-built" pipeline survey provided.

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): $1,500.00 ($500.00 late fee)

10-Years Paid In advance:

20" pipeline (320.01 rods x $340/rod): $108,803.40

Total Collected: $109,803.40

Strategic Priority:

(Strong Economy with More Quality Jobs)

Discussion:

This pipeline has been safely operated for 10 years and is located in the North Half of Section 30 in the Sprayberry Farm area and is over 2 miles from COM infrastructure.

The pipeline is a Twenty Inch (20”) Common Carrier, Natural Gas line and is buried Forty-Two inches deep.

Certificates of Insurance are on file.

The City Secretary is to record all documents.

City Manager’s Office

CERTIFICATE OF LIABILITY INSURANCE

9/15/2024

DATE (MM/DD/YYYY) 2/28/2024

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	Lockton Companies 3657 BRIARPARK DRIVE, SUITE 700 Houston TX 77042 866-260-3538	**CONTACT NAME:**	
		PHONE (A/C, No, Ext):	**FAX (A/C, No):**
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	**NAIC #**
		INSURER A : Old Republic Insurance Company	24147
INSURED 1389322	Energy Transfer Gathering & Processing LLC 1300 Main Street Houston TX 77002	**INSURER B :** ACE American Insurance Company	22667
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20326548 **REVISION NUMBER:** XXXXXXX

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: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	MWZY 59829-23	9/15/2023	9/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 10,000,000 $ 10,000,000 $ XXXXXXX $ 10,000,000 $ 10,000,000 $ See Below
A A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY X MCS-90	Y	Y	MWTB 21711-23 MWZX 315003-23	9/15/2023 9/15/2023	9/15/2024 9/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 10,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX
B B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WLR C50726435 SCF C50726514 (MO, NC, OK. PA, WI)	9/15/2023 9/15/2023	9/15/2024 9/15/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 10,000,000 $ 10,000,000 $ 10,000,000
B	*Excess Workers Compensation (OH)	N	Y	WCU C50726678	9/15/2023	9/15/2024	EL Each Acc $10MM EL Disease-Policy Lim $10MM EL Disease-Each Empl $10MM	

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

EXCESS WORKERS COMPENSATION - * POLICY APPLIES TO OHIO. Products/Completed Operations Aggregate Limit Subject to the General Aggregate Limit. All policies (except Workers' Compensation/EL) contain a special endorsement with "Primary and Noncontributory" wording. All policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

CERTIFICATE HOLDER

20326548

The City of Midland
300 N. Lorraine
Midland TX 79702

CANCELLATION See Attachment

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

PACKET 20.3 April 23, 2024

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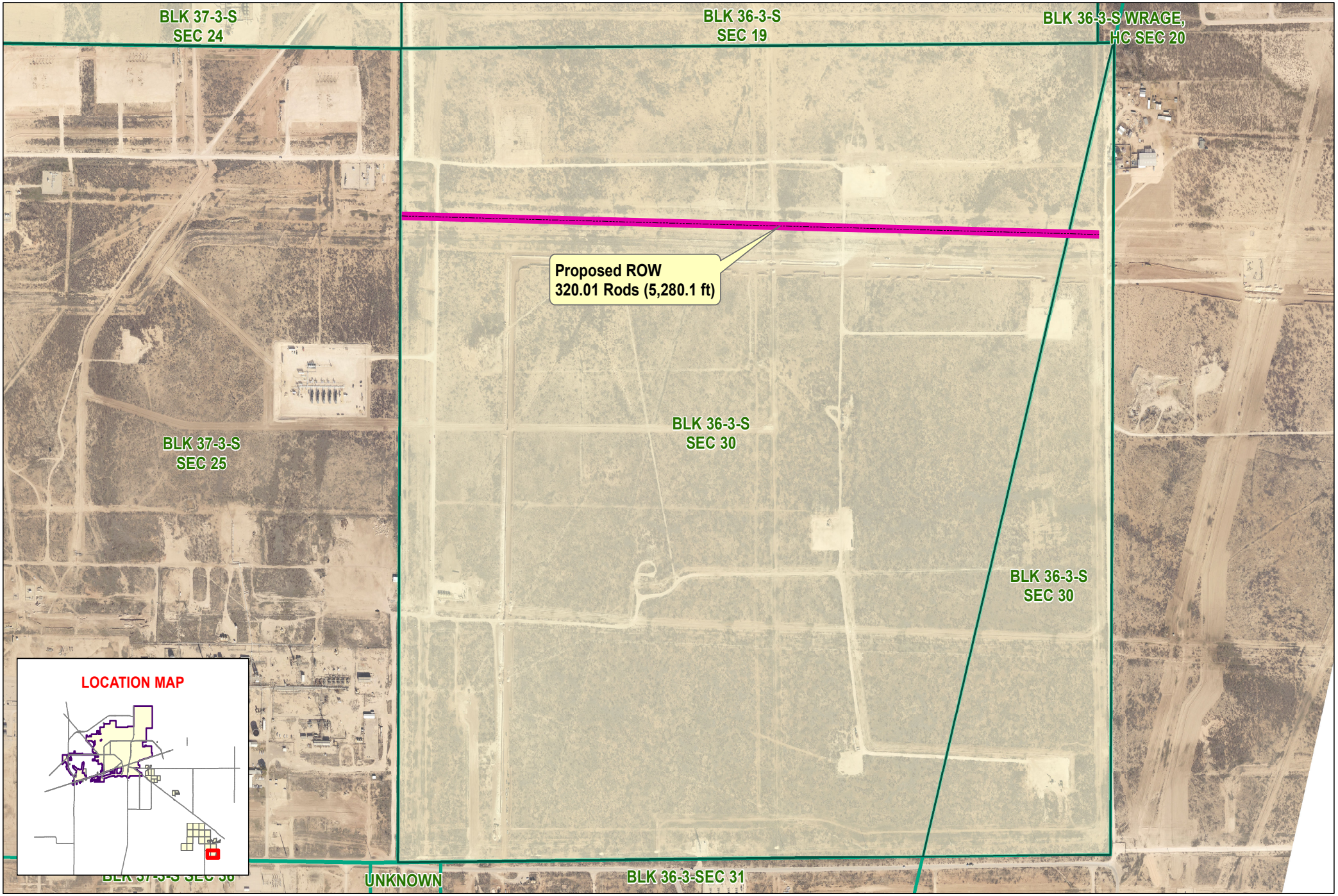
All policies (except Workers' Compensation/EL) include a blanket automatic additional insured endorsement [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.



Date: 4/4/2024

Renewal ROW
City Owned Property
Survey Section

PACKET 205

ET Gathering & Processing LLC
Renewal ROW

April 23, 2024

0 250 500 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.

EXHIBIT "A"

30 FOOT WIDE PIPELINE R.O.W.:

BEING A CENTERLINE DESCRIPTION OF A 30 FOOT WIDE PIPELINE RIGHT-OF-WAY, LOCATED IN SECTION 30, BLOCK 36, TOWNSHIP 3 SOUTH, T. & P. RR. Co. SURVEY, ABSTRACT 957 & 1241, MIDLAND COUNTY, TEXAS, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 30, WHICH BEARS SOUTH 14°28'00" EAST, A DISTANCE OF 1095.6 FEET FROM A 1/2 INCH IRON ROD, FOUND FOR THE NORTHWEST CORNER OF SAID SECTION 30;

THENCE NORTH 76°49'11" EAST, A DISTANCE OF **5280.1 FEET** TO A POINT ON THE EAST LINE OF SAID SECTION 30 AND FOR THE **POINT OF TERMINATION**, WHICH BEARS NORTH 14°06'55" WEST, A DISTANCE OF 4052.7 FEET FROM A 3 INCH IRON PIPE, FOUND FOR THE SOUTHEAST CORNER OF SAID SECTION 30.

TOTAL LENGTH IN SECTION 30, EQUALS **5280.1 FEET** OR **320.01 RODS**.

NOTES:
1. BEARINGS AND DISTANCES CONFORM TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83, IN U.S. SURVEY FEET.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. EASEMENT DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT AND IS PART OF THIS SURVEY.
4. SURVEYORS SIGNATURE WILL APPEAR IN BLUE INK ON ORIGINALS.
5. COMPLAINTS IN REGARD TO VIOLATIONS OF GENERAL RULES OF SURVEYING PROCEDURES AND PRACTICES SHOULD BE DIRECTED TO:
Texas Board of Professional Engineers and Land Surveyors
1917 S. Interstate 35 Austin, Texas 78741
Website: http://pels.texas.gov
Email: info@pels.texas.gov
PHONE: (512) 440-7723

I HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 2 SURVEY. THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL INFORMATION SHOWN HEREON IS BASED ON FIELD DATA COLLECTED.

JUSTIN RENE PARENTEAU
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE No. 5959

STATE OF TEXAS
REGISTERED
Justin Rene Parenteau
5959
PROFESSIONAL
LAND SURVEYOR

DRAWN BY: SCD	SCALE: N/A
CHECKED: JRP	W.O. No.: RFS-3168
DATE: 3/25/24	
AFE:	
REV:	

REPUBLIC FIELD SERVICES
1849 RIVERWOOD DRIVE, SAN ANGELO, TX 76905
PH: (432)-448-2484
TBPLS No. 1019440

CENTERLINE PIPELINE R.O.W.

PROJECT NAME: 20130024-PGP-MD-034-035 RENEWAL

PGP-MD-034.000 & 035.000
CITY OF MIDLAND

SITUATED IN
SECTION 30, BLOCK 36, TOWNSHIP 3 SOUTH,
T. & P. RR. Co. SURVEY,
ABSTRACT 957 & 1241
MIDLAND COUNTY, TEXAS

ET GATHERING & PROCESSING LLC

ENERGY TRANSFER

AS-BUILT

PACKET 20.B April 23, 2024

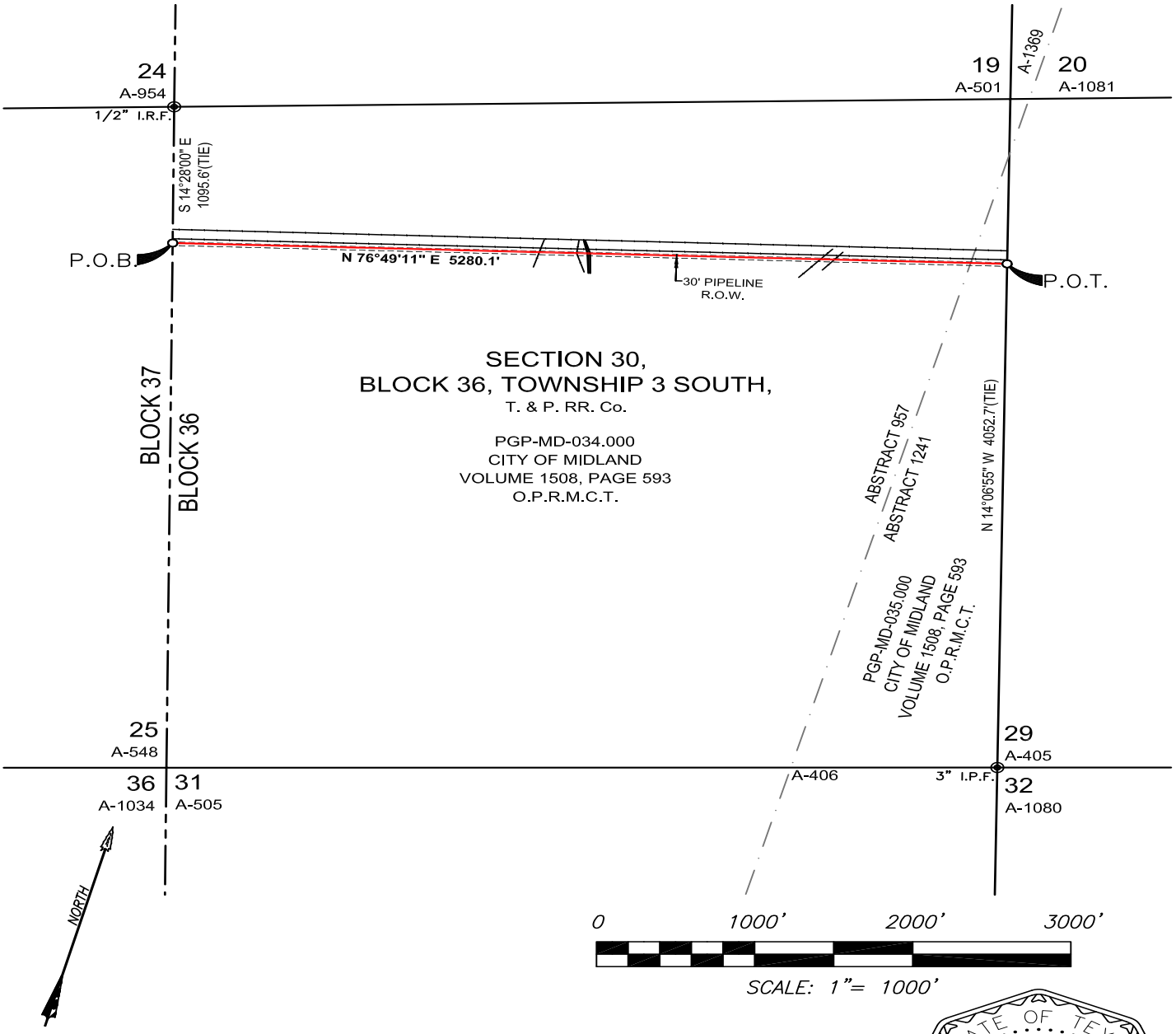
LEGEND

- CENTERLINE
- RIGHT–OF–WAY
- TEMPORARY WORKSPACE
- SECTION LINE
- EXISTING PIPELINE
- OVERHEAD ELECTRIC
- PROPERTY LINE
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- A.T.W.S. ADDITIONAL TEMPORARY WORKSPACE

EXHIBIT "B"

2 OF 2

CENTERLINE FOOTAGE: 5280.1 FEET OR 320.01 RODS
PIPELINE R.O.W.: 3.64 ACRES



NOTES:
1. BEARINGS AND DISTANCES CONFORM TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83, IN U.S. SURVEY FEET.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. EASEMENT DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT AND IS PART OF THIS SURVEY.
4. SURVEYORS SIGNATURE WILL APPEAR IN BLUE INK ON ORIGINALS.
5. COMPLAINTS IN REGARD TO VIOLATIONS OF GENERAL RULES OF SURVEYING PROCEDURES AND PRACTICES SHOULD BE DIRECTED TO:
Texas Board of Professional Engineers and Land Surveyors
1917 S. Interstate 35 Austin, Texas 78741
Website: http://pels.texas.gov
Email: info@pels.texas.gov
PHONE: (512) 440–7723

I HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 2 SURVEY. THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL INFORMATION SHOWN HEREON IS BASED ON FIELD DATA COLLECTED.

JUSTIN RENE PARENTEAU
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE No. 5959

STATE OF TEXAS
REGISTERED
Justin Rene Parenteau
5959
PROFESSIONAL
LAND SURVEYOR

DRAWN BY: SCD	SCALE: 1"=1000'
CHECKED: JRP	W.O. No.: RFS–3168
DATE: 3/25/24	
AFE:	
REV:	

REPUBLIC FIELD SERVICES
1849 RIVERWOOD DRIVE, SAN ANGELO, TX 76905
PH: (432)–448–2484
TBPLS No. 1019440

PACKET 2.1

CENTERLINE PIPELINE R.O.W.

PROJECT NAME: 20130024-PGP-MD-034-035 RENEWAL

PGP-MD-034.000 & 035.000
CITY OF MIDLAND

SITUATED IN
SECTION 30, BLOCK 36, TOWNSHIP 3 SOUTH,
T. & P. RR. Co. SURVEY,
ABSTRACT 957 & 1241
MIDLAND COUNTY, TEXAS

ET GATHERING & PROCESSING LLC

ENERGY TRANSFER

April 23, 2024

AS-BUILT

RIGHT OF WAY LICENSE

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND	§	

Date:	April 24, 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:	**ET Gathering & Processing LLC**
Licensee's Representative:	**Kevin Taliaferro**
Licensee's Mailing Address:	8111 Westchester Dr., Ste 600 Dallas, Texas75225
Property:	As described in Article III below
License Number:	**24-329-004**

Licensee desires use of certain Property (as defined below) owned by Licensor in Midland and Glasscock Counties, 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 HUNDRED EIGHT THOUSAND EIGHT HUNDRED THREE and 40/100 Dollars ($108,803.40) ("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 thirty (30) feet in width of the locations with operations limited to areas 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 steel construction pipeline, not to exceed twenty (20) inches in diameter, for the transportation of 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 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 described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than forty-two (42) inches in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE 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 pipeline 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 pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change, or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for

any purpose.

IV. Standard General Conditions

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

Commercial General Liability (including Contractual liability):	
■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

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

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER

AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE OR PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN

CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and all persons performing the same; and

shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (M.) below.

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

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

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH

PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License, or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY**.

I. Third-Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third-party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six

(6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has

contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

Q. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

R. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

S. Entire Agreement. This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

[Signature Pages Follow]

LICENSOR:
CITY OF MIDLAND, TEXAS

By: _____
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:
ET GATHERING & PROCESSING LLC

By: _____
Printed Name: Kevin Taliaferro
Title: Right of Way Senior Director

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this 10th day of APRIL, 2024 personally appeared Kevin Taliaferro an officer of ET Gathering & Processing 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 10th day of APRIL, 2024.

_____
Notary Public, State of TEXAS

MINDY HALL
Notary Public, State of Texas
Comm. Expires 06-09-2024
Notary ID 126209547

EXHIBIT "A"

30 FOOT WIDE PIPELINE R.O.W.:

BEING A CENTERLINE DESCRIPTION OF A 30 FOOT WIDE PIPELINE RIGHT-OF-WAY, LOCATED IN SECTION 30, BLOCK 36, TOWNSHIP 3 SOUTH, T. & P. RR. Co. SURVEY, ABSTRACT 957 & 1241, MIDLAND COUNTY, TEXAS, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 30, WHICH BEARS SOUTH 14°28'00" EAST, A DISTANCE OF 1095.6 FEET FROM A 1/2 INCH IRON ROD, FOUND FOR THE NORTHWEST CORNER OF SAID SECTION 30;

THENCE NORTH 76°49'11" EAST, A DISTANCE OF **5280.1 FEET** TO A POINT ON THE EAST LINE OF SAID SECTION 30 AND FOR THE **POINT OF TERMINATION**, WHICH BEARS NORTH 14°06'55" WEST, A DISTANCE OF 4052.7 FEET FROM A 3 INCH IRON PIPE, FOUND FOR THE SOUTHEAST CORNER OF SAID SECTION 30.

TOTAL LENGTH IN SECTION 30, EQUALS **5280.1 FEET** OR **320.01 RODS**.

NOTES:
1. BEARINGS AND DISTANCES CONFORM TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83, IN U.S. SURVEY FEET.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. EASEMENT DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT AND IS PART OF THIS SURVEY.
4. SURVEYORS SIGNATURE WILL APPEAR IN BLUE INK ON ORIGINALS.
5. COMPLAINTS IN REGARD TO VIOLATIONS OF GENERAL RULES OF SURVEYING PROCEDURES AND PRACTICES SHOULD BE DIRECTED TO:
Texas Board of Professional Engineers and Land Surveyors
1917 S. Interstate 35 Austin, Texas 78741
Website: http://pels.texas.gov
Email: info@pels.texas.gov
PHONE: (512) 440-7723

I HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 2 SURVEY. THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL INFORMATION SHOWN HEREON IS BASED ON FIELD DATA COLLECTED.

JUSTIN RENE PARENTEAU
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE No. 5959

STATE OF TEXAS
REGISTERED
Justin Rene Parenteau
5959
PROFESSIONAL
LAND SURVEYOR

DRAWN BY: SCD	SCALE: N/A
CHECKED: JRP	W.O. No.: RFS-3168
DATE: 3/25/24	
AFE:	
REV:	

REPUBLIC FIELD SERVICES
1849 RIVERWOOD DRIVE, SAN ANGELO, TX 76905
PH: (432)-448-2484
TBPLS No. 1019440

CENTERLINE PIPELINE R.O.W.

PROJECT NAME: 20130024-PGP-MD-034-035 RENEWAL

PGP-MD-034.000 & 035.000
CITY OF MIDLAND

SITUATED IN
SECTION 30, BLOCK 36, TOWNSHIP 3 SOUTH,
T. & P. RR. Co. SURVEY,
ABSTRACT 957 & 1241
MIDLAND COUNTY, TEXAS

ET GATHERING & PROCESSING LLC

ENERGY TRANSFER

PACKET

April 23, 2024

AS-BUILT

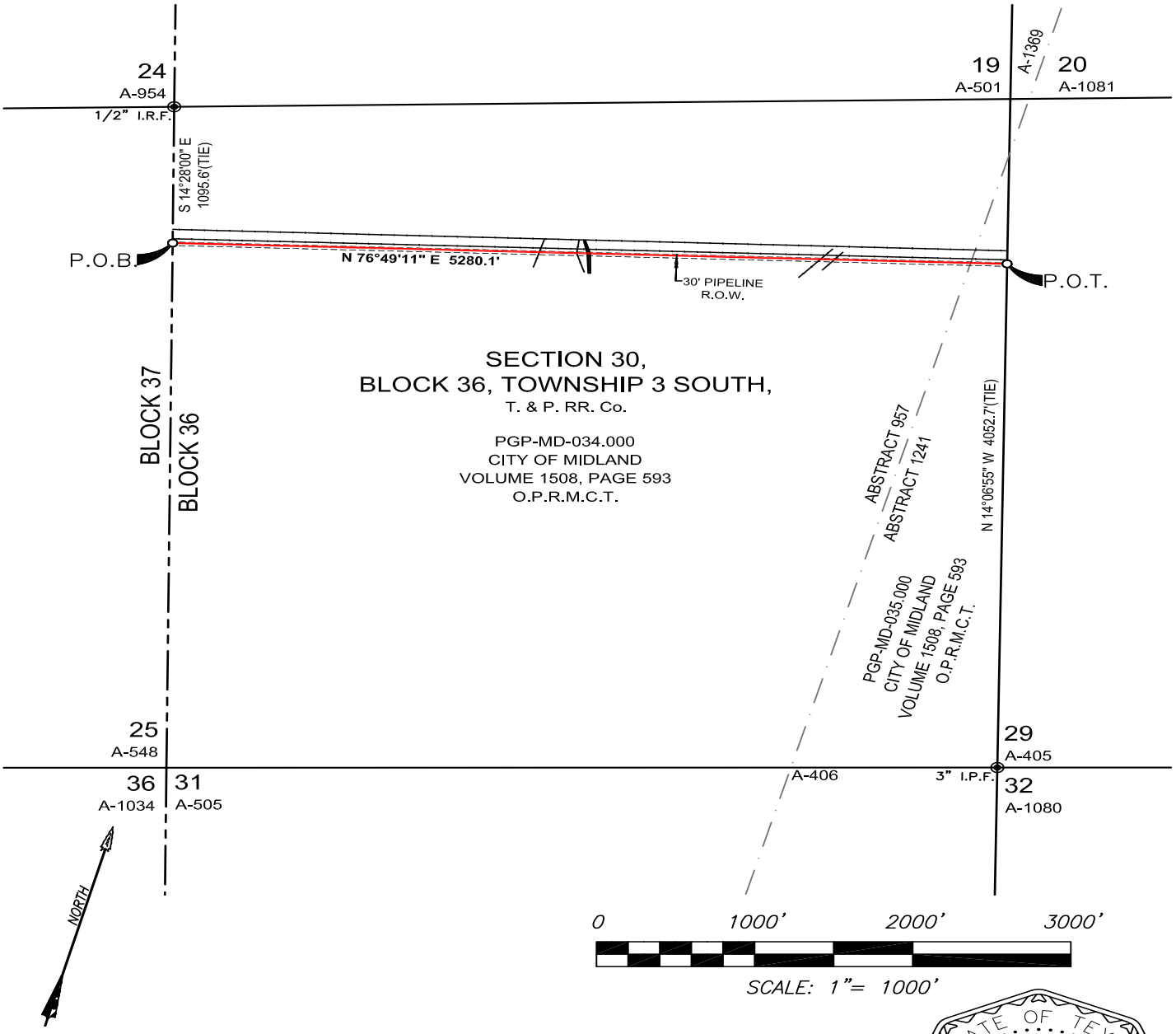
LEGEND

CENTERLINE
RIGHT–OF–WAY
TEMPORARY WORKSPACE
SECTION LINE
EXISTING PIPELINE
OVERHEAD ELECTRIC
PROPERTY LINE
P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINATION
A.T.W.S. ADDITIONAL TEMPORARY WORKSPACE

EXHIBIT "B"

2 OF 2

CENTERLINE FOOTAGE: 5280.1 FEET OR 320.01 RODS
PIPELINE R.O.W.: 3.64 ACRES



NOTES:
1. BEARINGS AND DISTANCES CONFORM TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83, IN U.S. SURVEY FEET.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. EASEMENT DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT AND IS PART OF THIS SURVEY.
4. SURVEYORS SIGNATURE WILL APPEAR IN BLUE INK ON ORIGINALS.
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PHONE: (512) 440–7723

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JUSTIN RENE PARENTEAU
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE No. 5959

STATE OF TEXAS
REGISTERED
Justin Rene Parenteau
5959
PROFESSIONAL
LAND SURVEYOR

DRAWN BY: SCD	SCALE: 1"=1000'
CHECKED: JRP	W.O. No.: RFS–3168
DATE: 3/25/24	
AFE:	
REV:	

REPUBLIC FIELD SERVICES
1849 RIVERWOOD DRIVE, SAN ANGELO, TX 76905
PH: (432)–448–2484
TBPLS No. 1019440

CENTERLINE PIPELINE R.O.W.

PROJECT NAME: 20130024-PGP-MD-034-035 RENEWAL

PGP-MD-034.000 & 035.000
CITY OF MIDLAND

SITUATED IN
SECTION 30, BLOCK 36, TOWNSHIP 3 SOUTH,
T. & P. RR. Co. SURVEY,
ABSTRACT 957 & 1241
MIDLAND COUNTY, TEXAS

ET GATHERING & PROCESSING LLC

ENERGY TRANSFER

April 23, 2024

AS-BUILT

PACKET 20, 24

City Council Meeting

Item Number: 21

Meeting Date: April 09, 2024, April 23, 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:

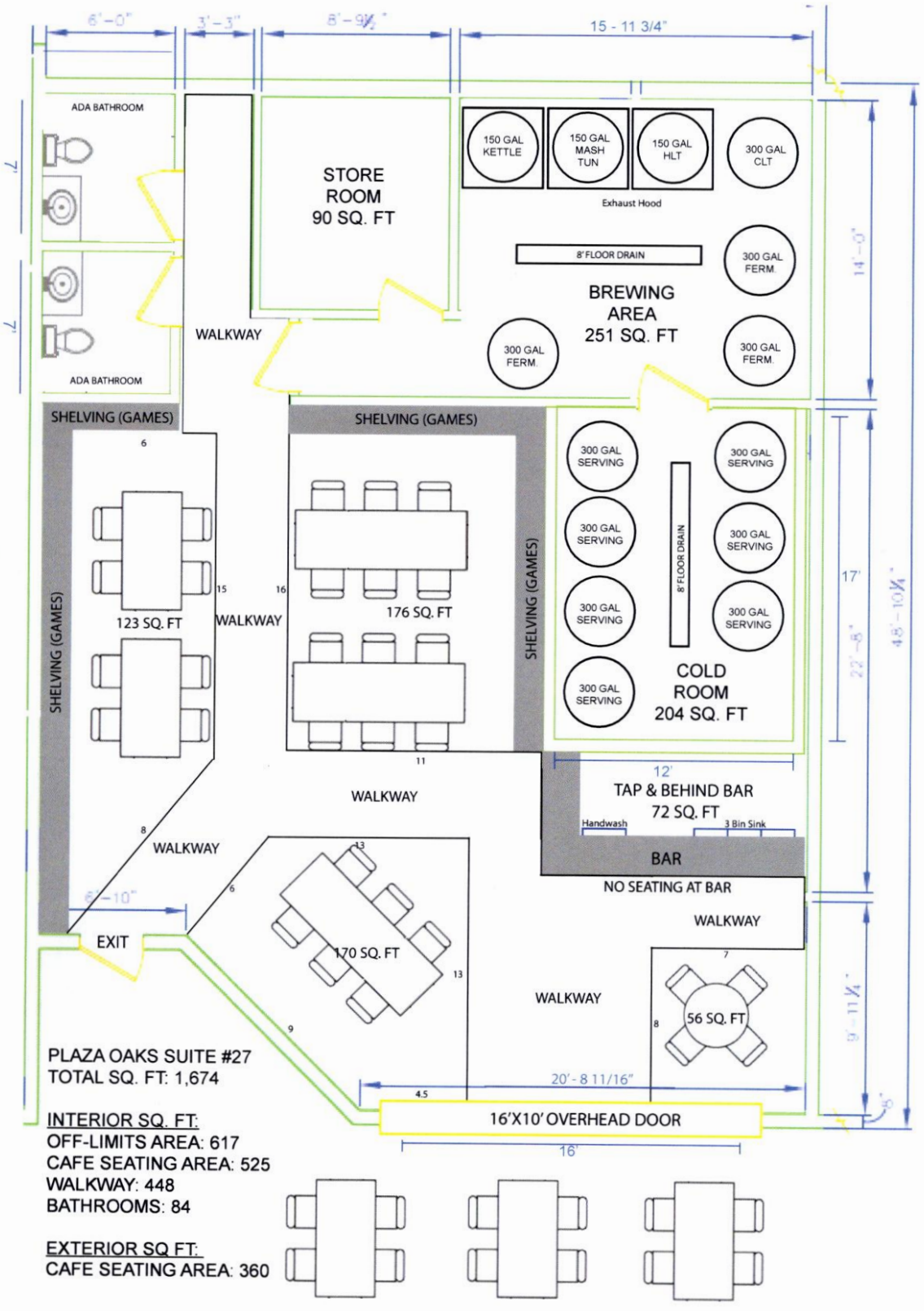
_____
Marcia Bentley-German, City Secretary

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
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
14'-0"
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
17'
22'-5"
48'-10¼"
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
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
20'-8 11/16"
16'X10' OVERHEAD DOOR
16'

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 ArizonaRetailShaun@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.

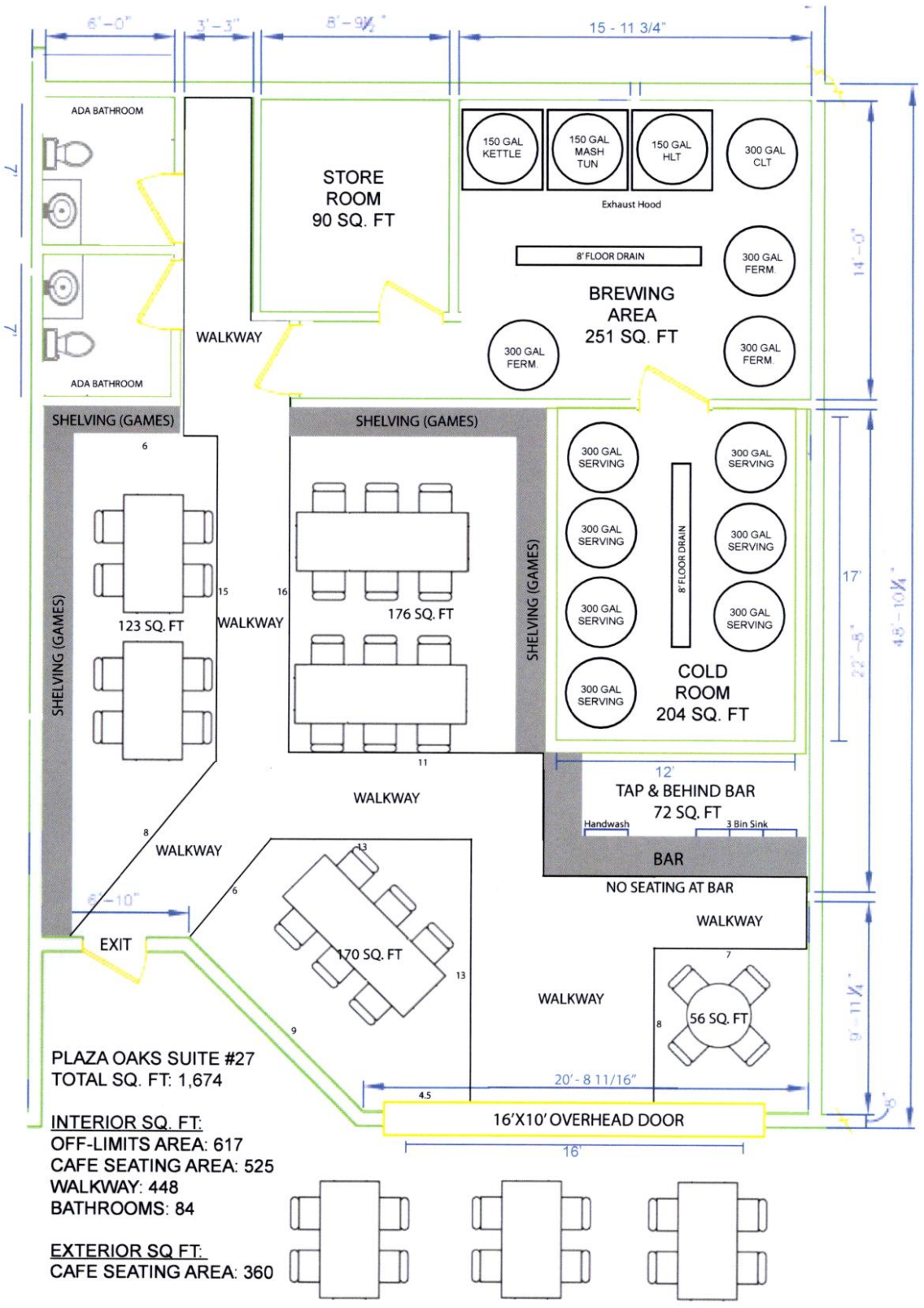
ALEXIS MARIE MARTINEZ
Notary Public, State of Texas
Comm. Expires 07-12-2027
Notary ID 134449907

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.****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170 SQ. FT
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BATHROOMS: 84
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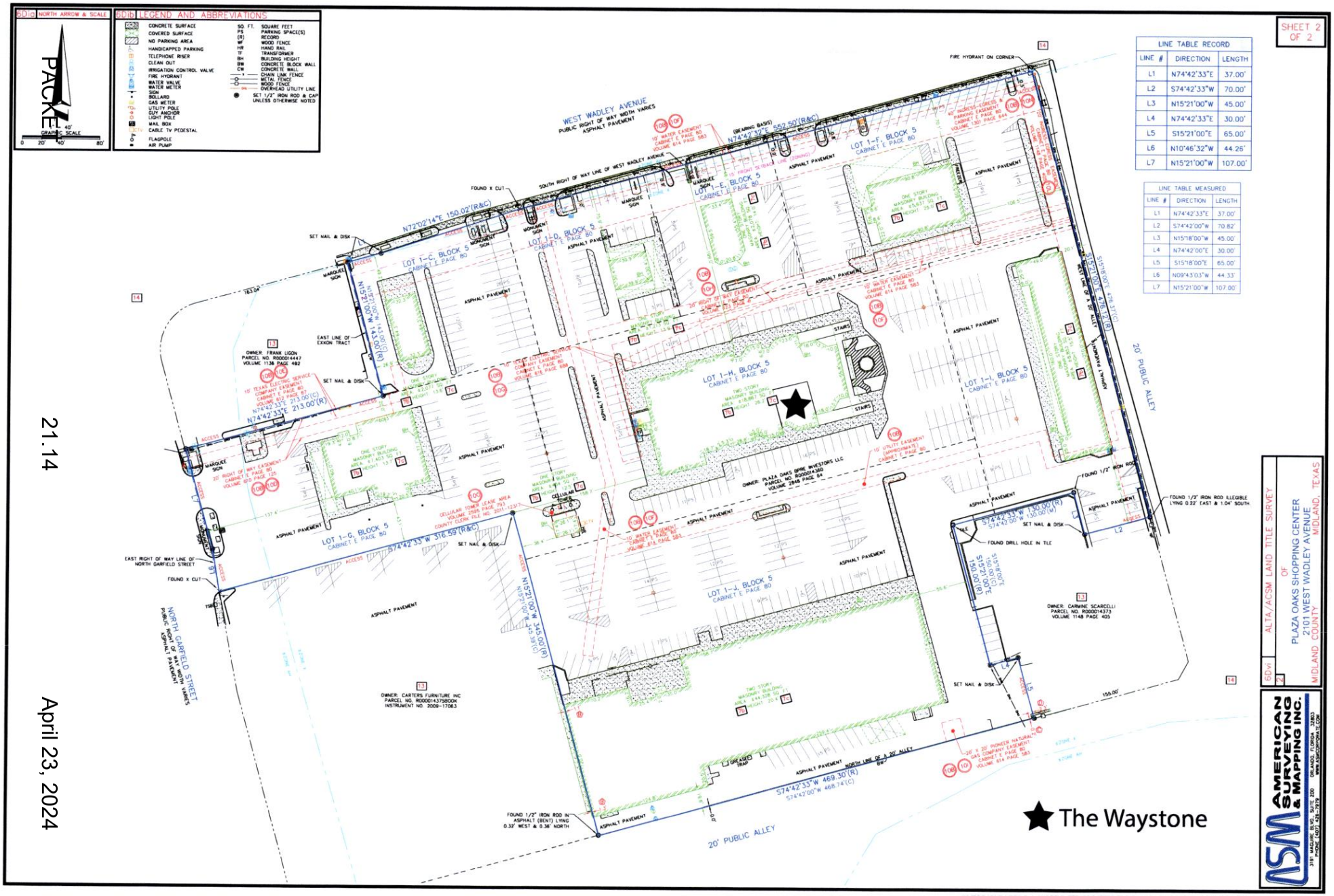
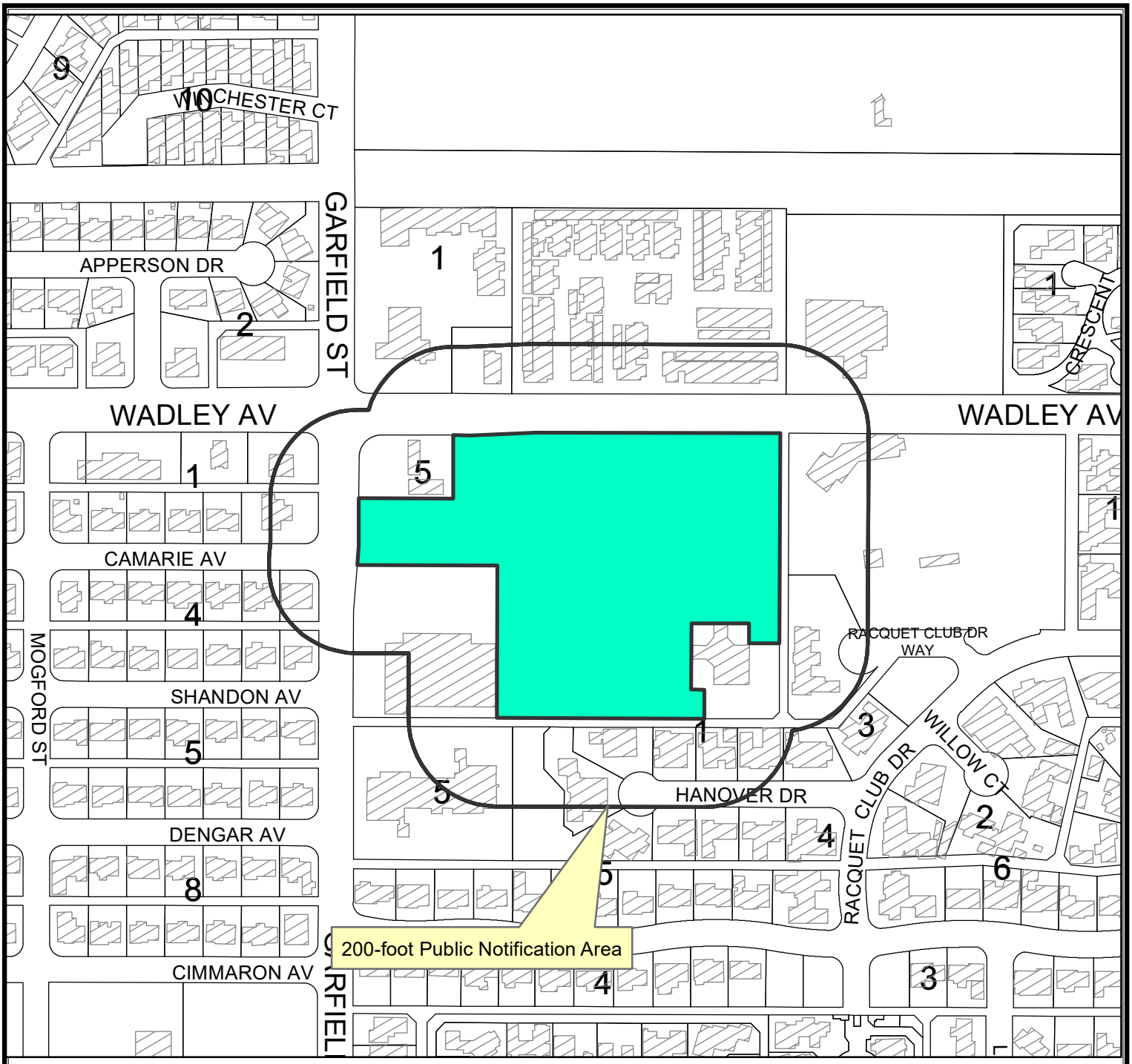

SDD NORTH ARROW & SCALE
GRAPHIC SCALE
0 20' 40' 80'
SDD LEGEND AND ABBREVIATIONS
CONCRETE SURFACE
COVERED SURFACE
NO PARKING AREA
HANDICAPPED PARKING
TELEPHONE RISER
CLEAN OUT
IRRIGATION CONTROL VALVE
FIRE HYDRANT
WATER VALVE
WATER METER
SIGN
BOLLARD
GAS METER
UTILITY POLE
GUY ANCHOR
LIGHT POLE
MAIL BOX
CABLE TV PEDESTAL
FLAGPOLE
AIR PUMP
SQ. FT. SQUARE FEET
PS PARKING SPACE(S)
(R) RECORD
WF WOOD FENCE
HR HAND RAIL
TF TRANSFORMER
BH BUILDING HEIGHT
BW CONCRETE BLOCK WALL
CW CONCRETE WALL
CHAIN LINK FENCE
METAL FENCE
WOOD FENCE
OVERHEAD UTILITY LINE
SET 1/2" IRON ROD & CAP UNLESS OTHERWISE NOTED
SHEET 2 OF 2
LINE TABLE RECORD
LINE # | DIRECTION | LENGTH
L1 | N74°42'33"E | 37.00'
L2 | S74°42'33"W | 70.00'
L3 | N15°21'00"W | 45.00'
L4 | N74°42'33"E | 30.00'
L5 | S15°21'00"E | 65.00'
L6 | N10°46'32"W | 44.26'
L7 | N15°21'00"W | 107.00'
LINE TABLE MEASURED
LINE # | DIRECTION | LENGTH
L1 | N74°42'33"E | 37.00'
L2 | S74°42'00"W | 70.82'
L3 | N15°18'00"W | 45.00'
L4 | N74°42'00"E | 30.00'
L5 | S15°18'00"E | 65.00'
L6 | N09°43'03"W | 44.33'
L7 | N15°21'00"W | 107.00'
WEST WADLEY AVENUE
PUBLIC RIGHT OF WAY WIDTH VARIES
ASPHALT PAVEMENT
(BEARING BASIS) N74°42'33"E 552.50'(R&C)
SOUTH RIGHT OF WAY LINE OF WEST WADLEY AVENUE
FOUND X CUT
FIRE HYDRANT ON CORNER
N72°02'14"E 150.02'(R&C)
SET NAIL & DISK
LOT 1-C, BLOCK 5
CABINET E PAGE 80
LOT 1-D, BLOCK 5
CABINET E PAGE 80
LOT 1-E, BLOCK 5
CABINET E PAGE 80
LOT 1-F, BLOCK 5
CABINET E PAGE 80
LOT 1-H, BLOCK 5
CABINET E PAGE 80
LOT 1-I, BLOCK 5
CABINET E PAGE 80
LOT 1-G, BLOCK 5
CABINET E PAGE 80
LOT 1-J, BLOCK 5
CABINET E PAGE 80
MARQUEE SIGN
MONUMENT SIGN
ASPHALT PAVEMENT
STAIRS
EAST LINE OF EXXON TRACT
N15°21'00"W 143.00'(R)
N74°42'33"E 213.00'(R)
OWNER: FRANK LIGON
PARCEL NO. R0000014447
VOLUME 1138 PAGE 482
OWNER: PLAZA OAKS BPM INVESTORS LLC
PARCEL NO. R0000014681
VOLUME 2848 PAGE 84
OWNER: CARMINE SCARCELLI
PARCEL NO. R0000014373
VOLUME 1148 PAGE 405
OWNER: CARTERS FURNITURE INC
PARCEL NO. R0000014375BOOK
INSTRUMENT NO. 2009-17083
20' PUBLIC ALLEY
EAST RIGHT OF WAY LINE OF NORTH GARFIELD STREET
FOUND X CUT
NORTH GARFIELD STREET
PUBLIC RIGHT OF WAY WIDTH VARIES
ASPHALT PAVEMENT
S74°42'33"W 316.59'(R&C)
N15°21'00"W 345.00'(R)
S74°42'33"W 469.30'(R)
S74°42'00"W 468.74'(C)
NORTH LINE OF A 20' ALLEY
FOUND 1/2" IRON ROD IN ASPHALT (BENT) LYING 0.33' WEST & 0.38' NORTH
FOUND 1/2" IRON ROD ILLEGIBLE LYING 0.22' EAST & 1.04' SOUTH
FOUND DRILL HOLE IN TILE
S74°42'33"W 130.00'(R)
S74°42'00"W 130.00'(M)
S15°21'00"E 150.00'(R)
S15°18'00"E 150.00'(M)
S15°18'00"E 426.37'(C)
20' PUBLIC ALLEY
GREASE TRAP
The Waystone
SDV1
ALTA/ACSM LAND TITLE SURVEY
OF
PLAZA OAKS SHOPPING CENTER
2101 WEST WADLEY AVENUE
MIDLAND COUNTY MIDLAND, TEXAS
AMERICAN SURVEYING & MAPPING INC.
311 E. MAGUIRE BLVD., SUITE 220 ORLANDO, FLORIDA 32803
PHONE (407) 426-7979 WWW.ASMORLANDO.COM



LOCATION MAP

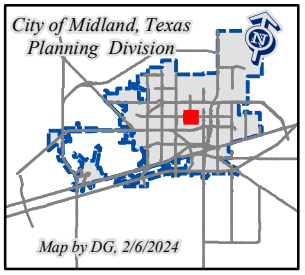
SUD-24-0172 **Scale: 1" = 200'**

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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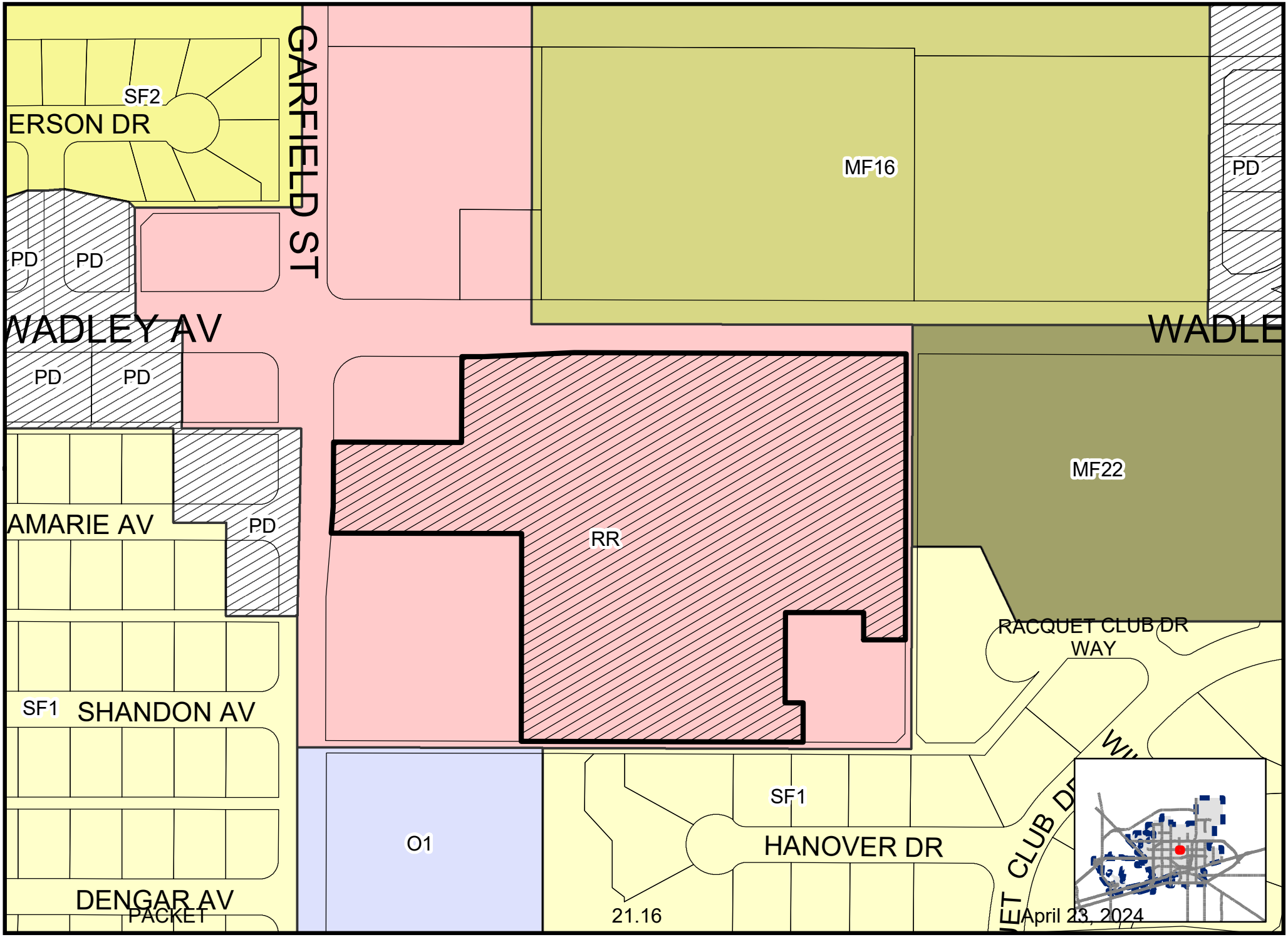
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By DG, 1/30/2024

SUD-24-0172

Scale: 1" = 200'

ZONING MAP

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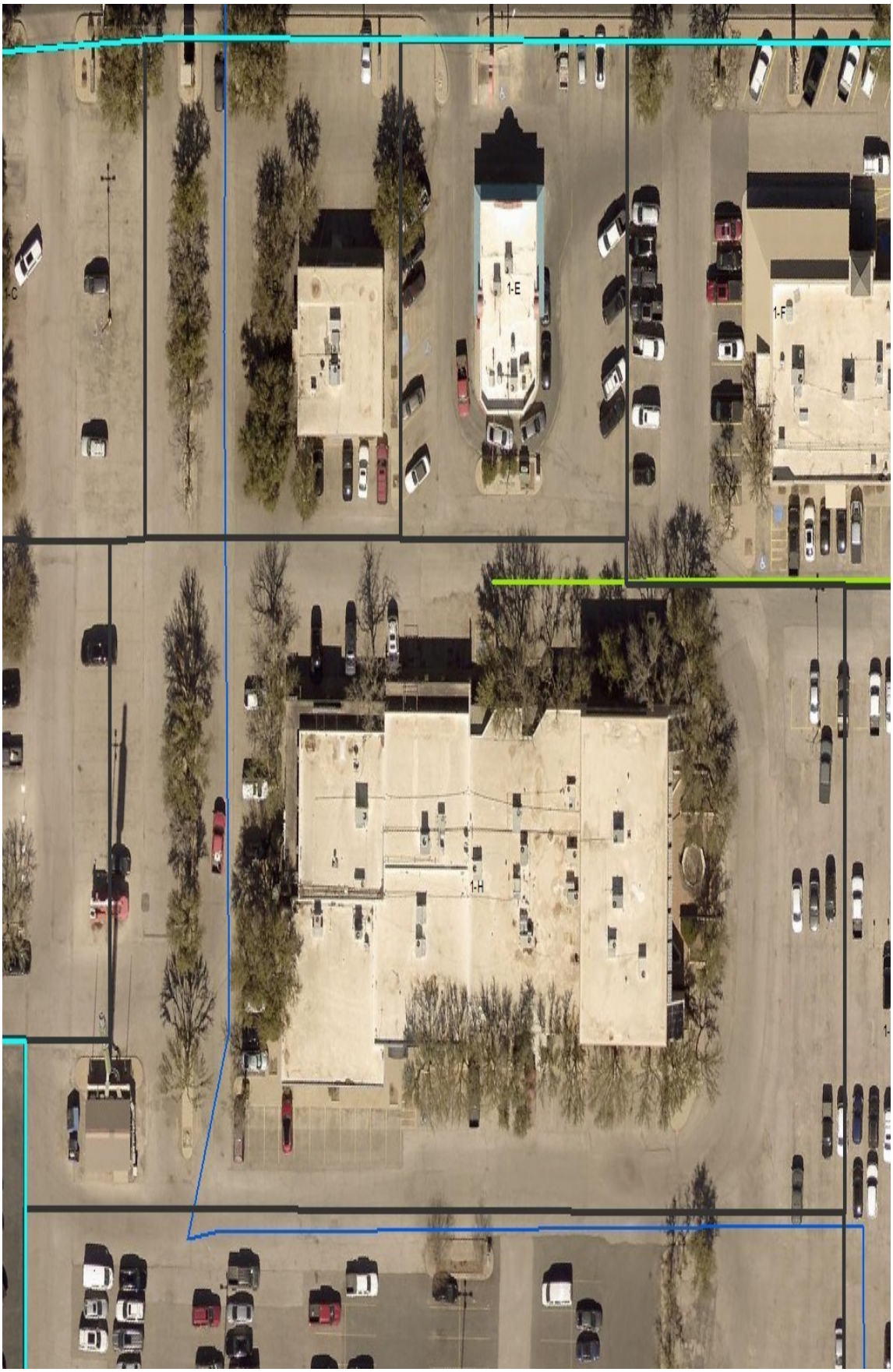
RUSSELL L. FREEMAN
& ASSOCIATES
INTERIOR DESIGN


1-E
1-F
1-H

City Council Meeting

Item Number: 22

Meeting Date: April 9, 2024, April 23, 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:

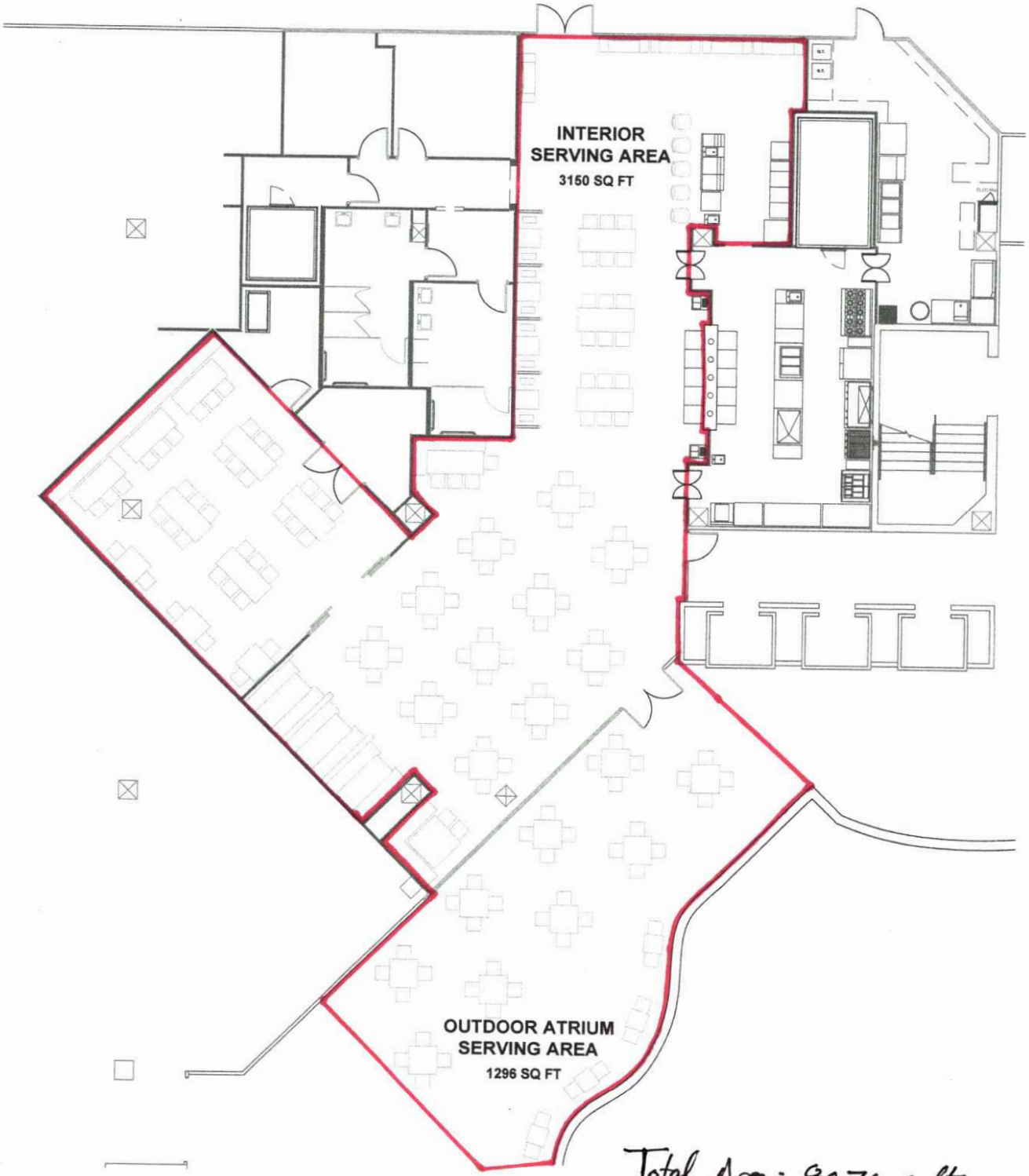
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

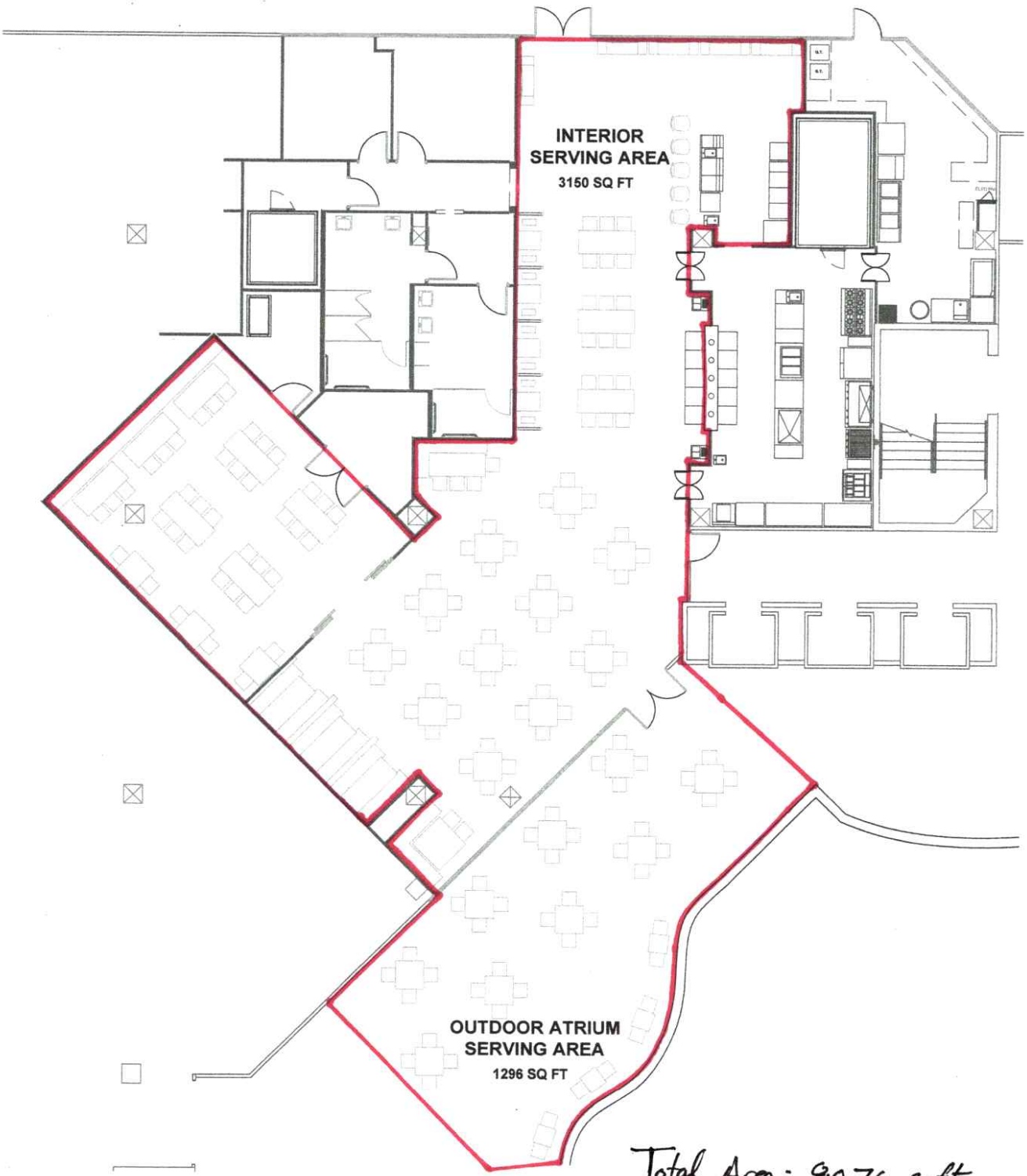
APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

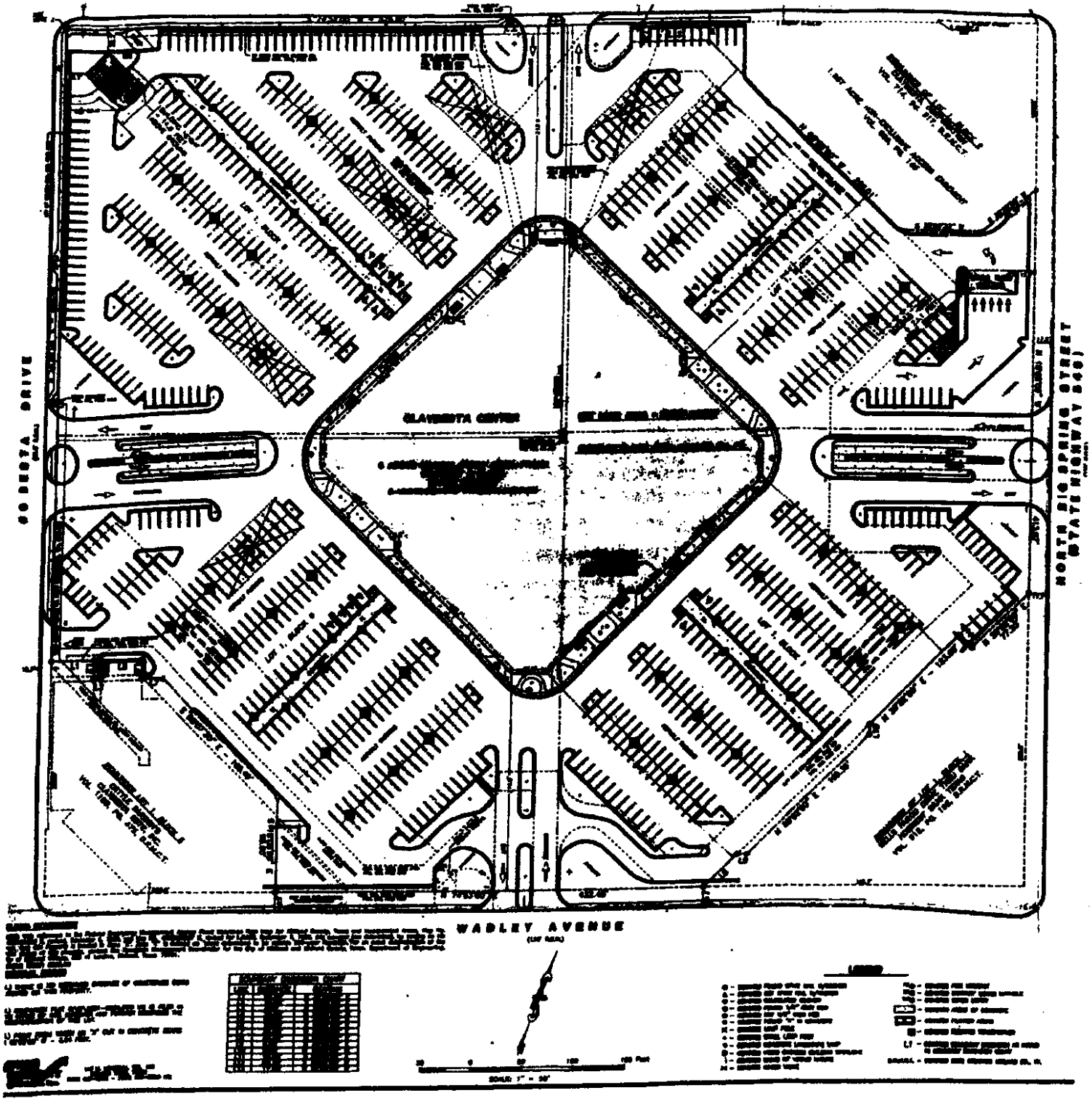


Total Area: 8076 sq ft
Total Serviceable Area: 4446 sq ft

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 LP.	

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.

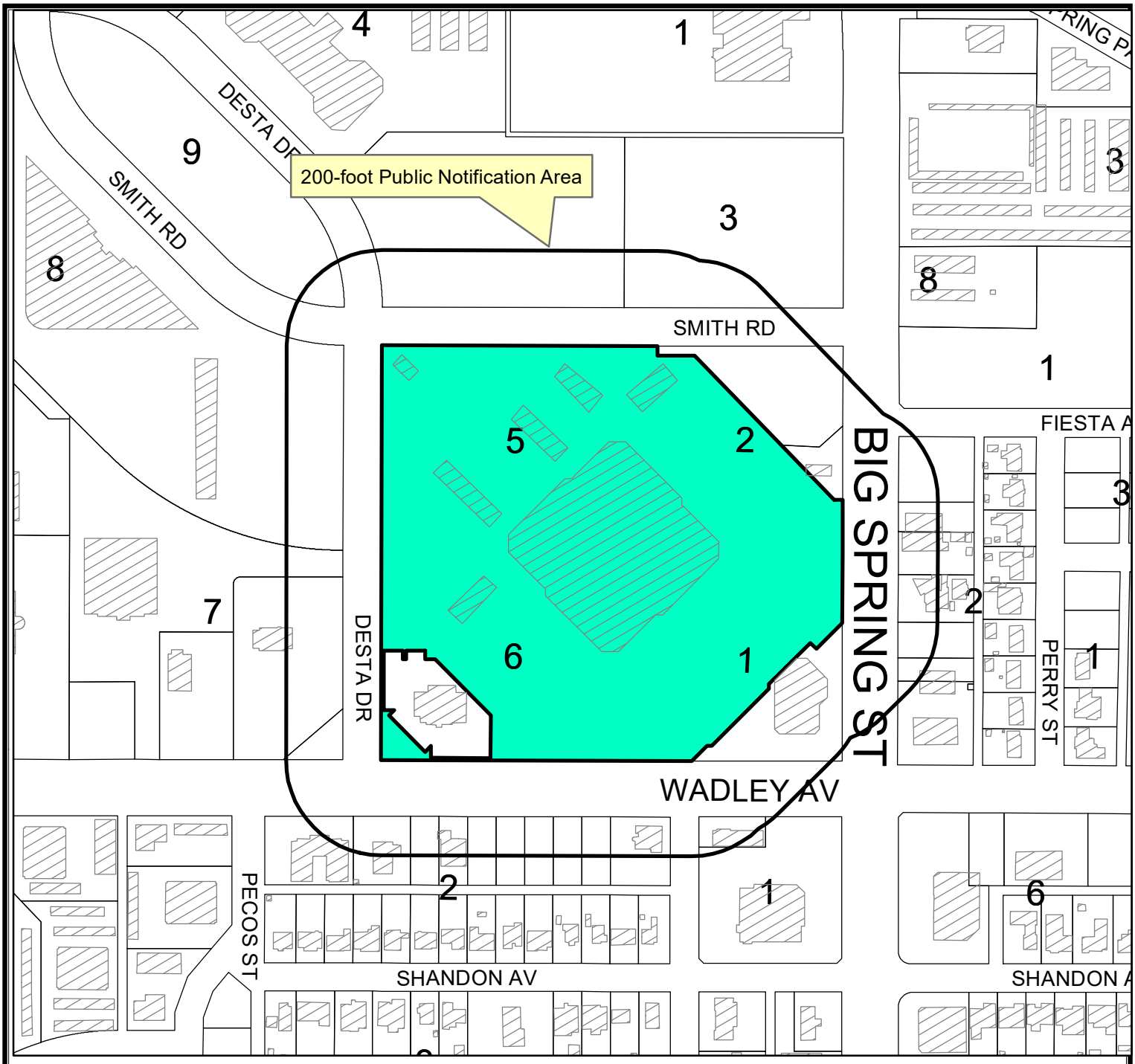
VICKEY J BREWER
NOTARY ID# 13018421-8
My Commission Expires 04/09/2027

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

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

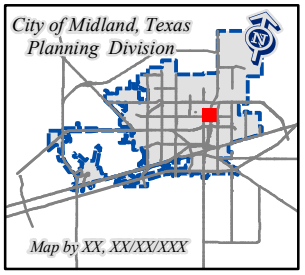
SUD-24-0173 **Scale: 1" = 300'**

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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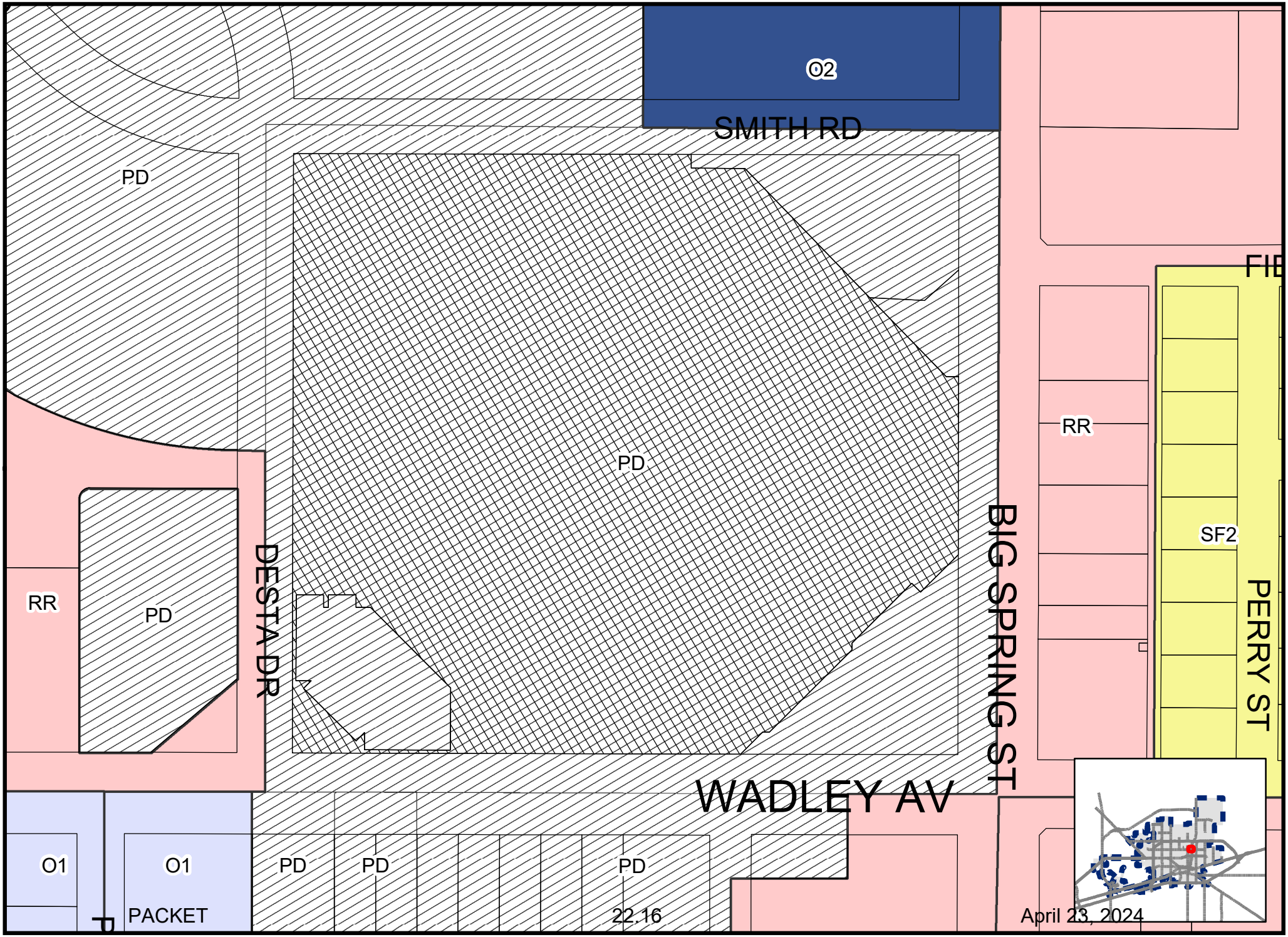
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

April 23, 2024



Map By AM, 2/7/2024

SUD-24-0173

Scale: 1" = 175'

ZONING MAP

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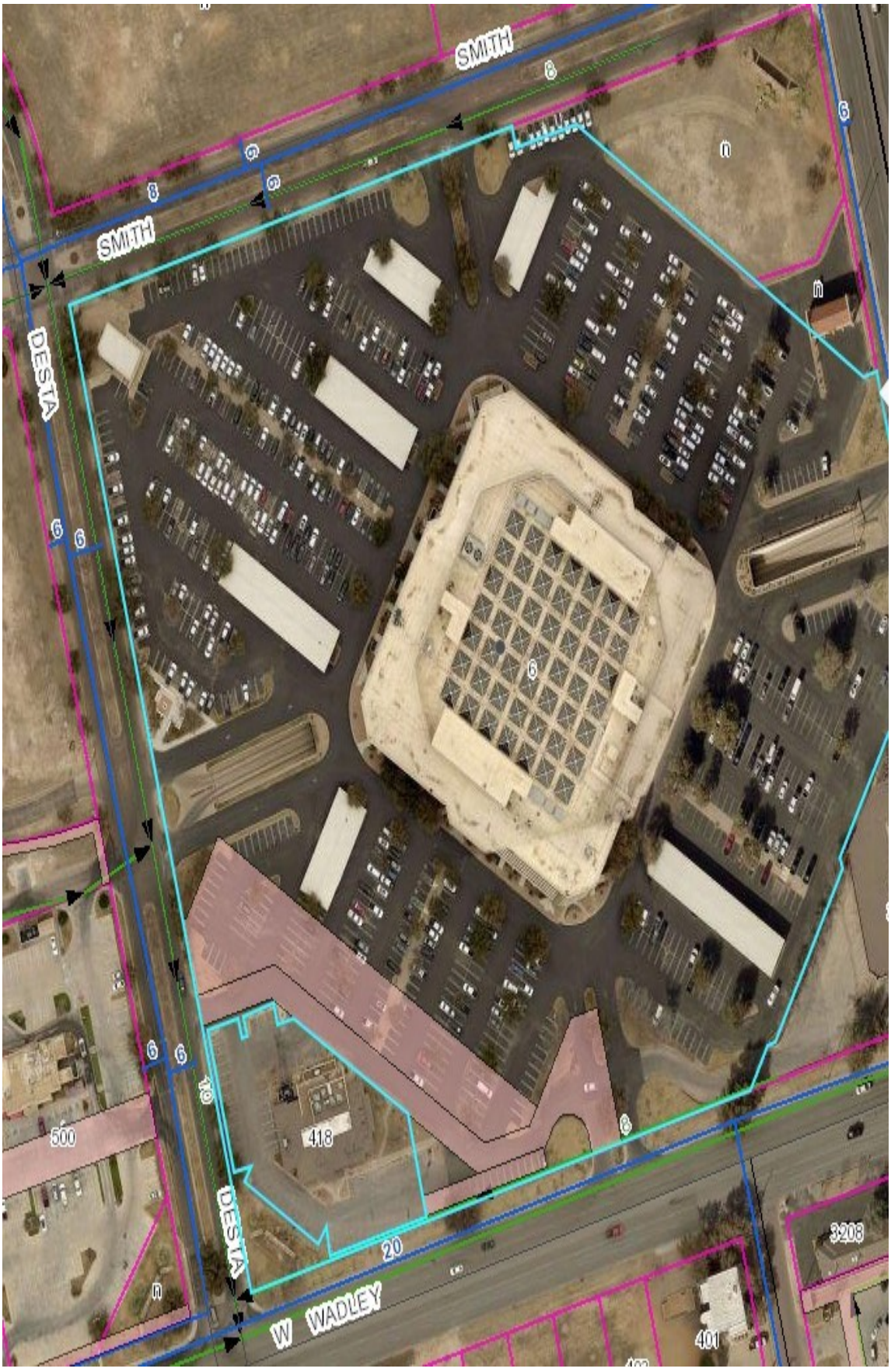
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ORDINANCE NO. 8195

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

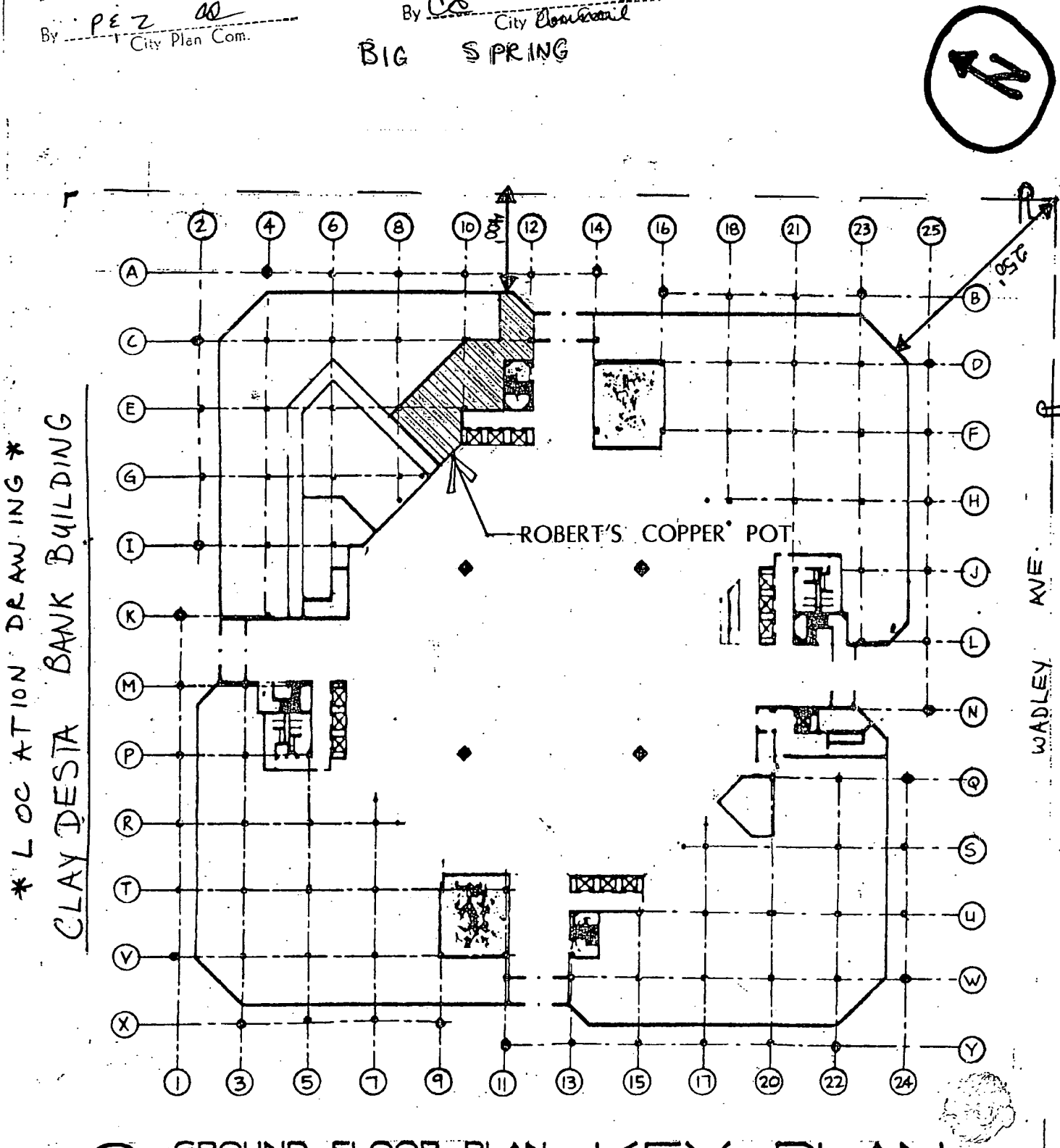
APPROVED AS TO FORM:

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-T 6:30a.m.-3:00pm M-F 5pm-12am Sat. 8-12am

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 OFFICE

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.

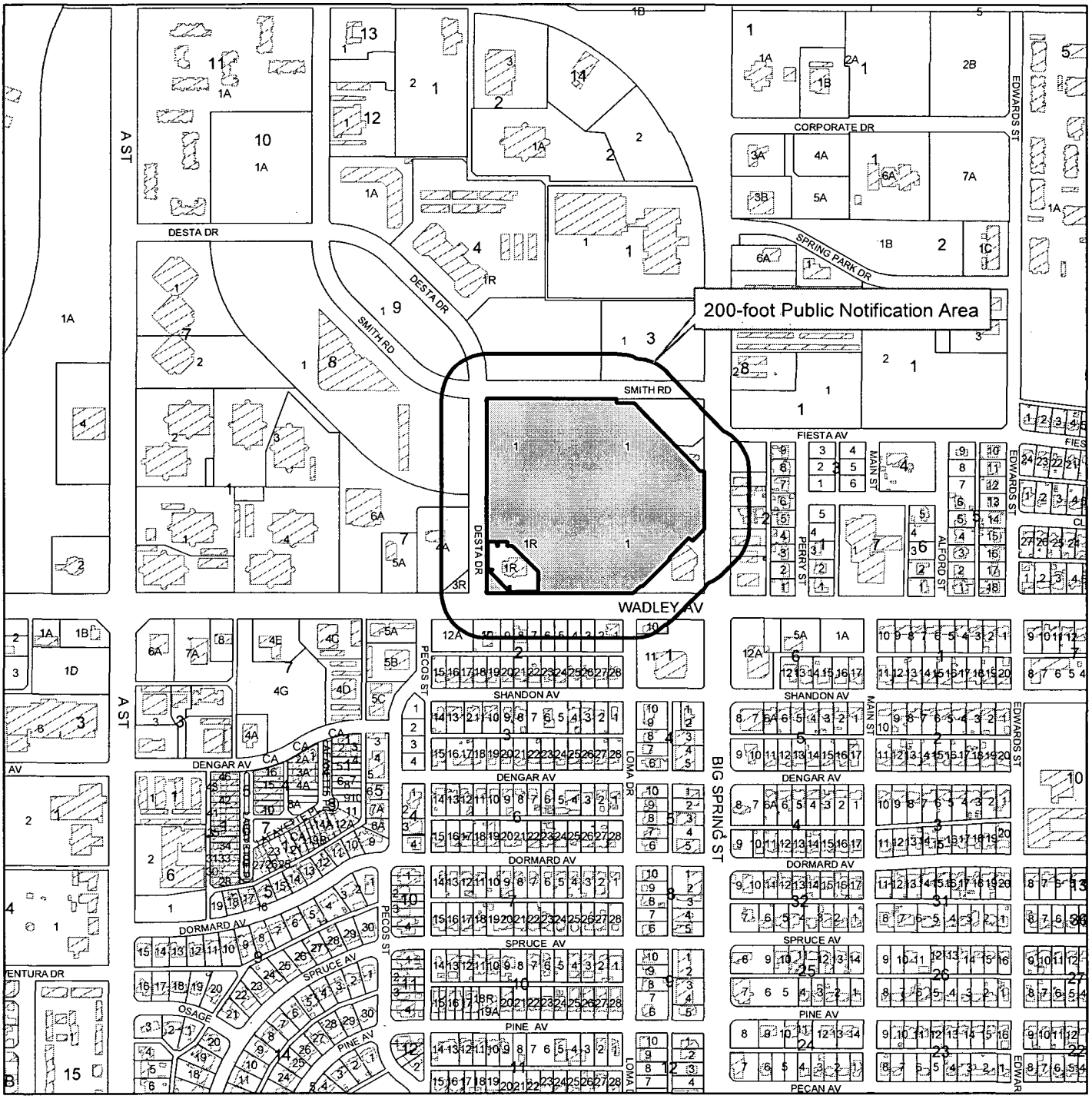
G. That the Establishment shall meet all requirements of the Fire Department and the Code Administration Division.

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

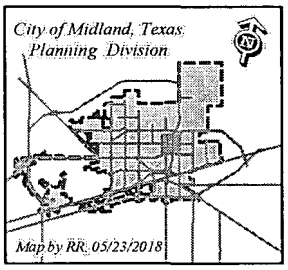
SUP-18-0016 **Scale: 1" = 400'**

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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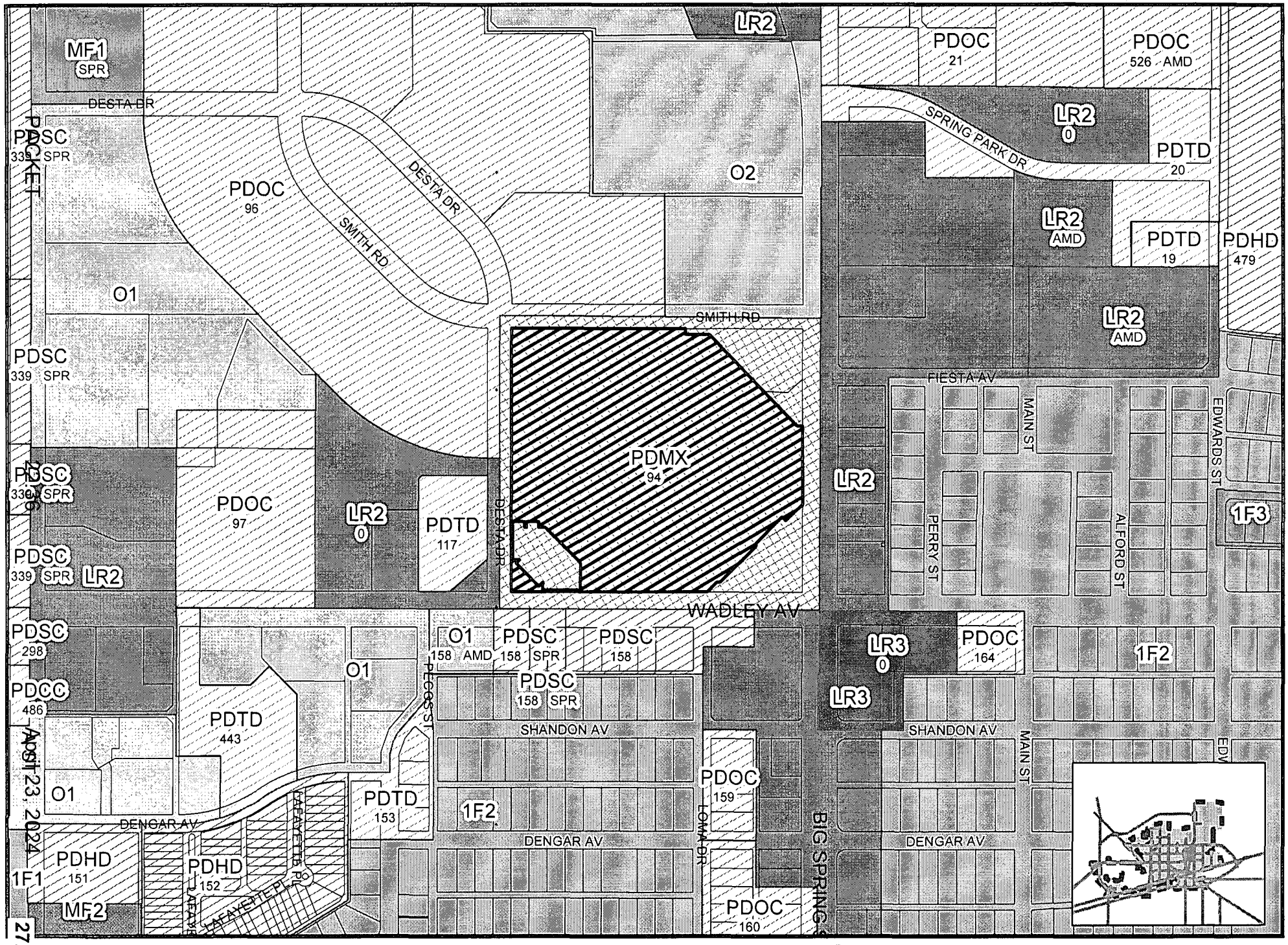
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR DECISIONS MADE FROM THE USE OF THIS DATA.



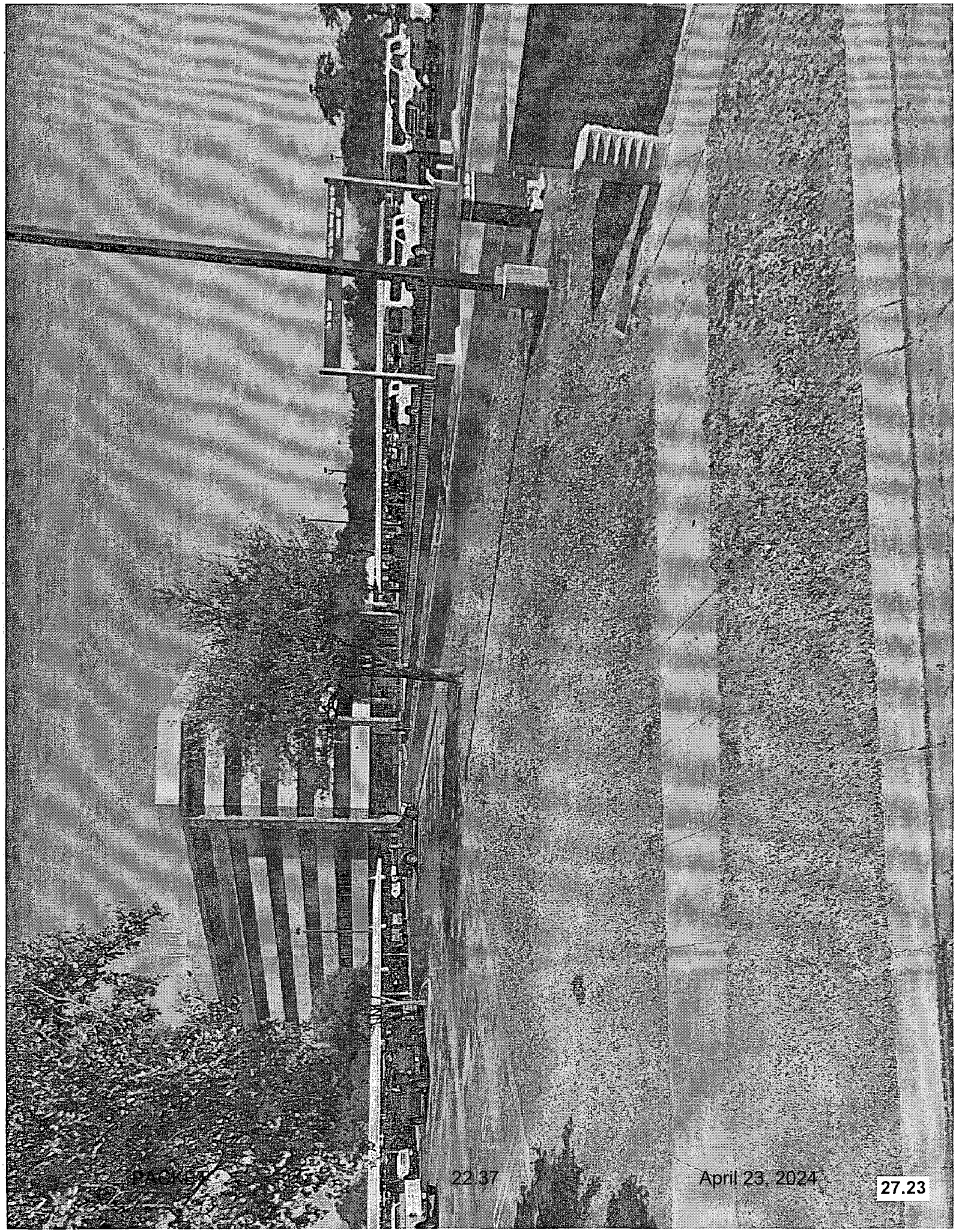
up By RR, 05/23/2018

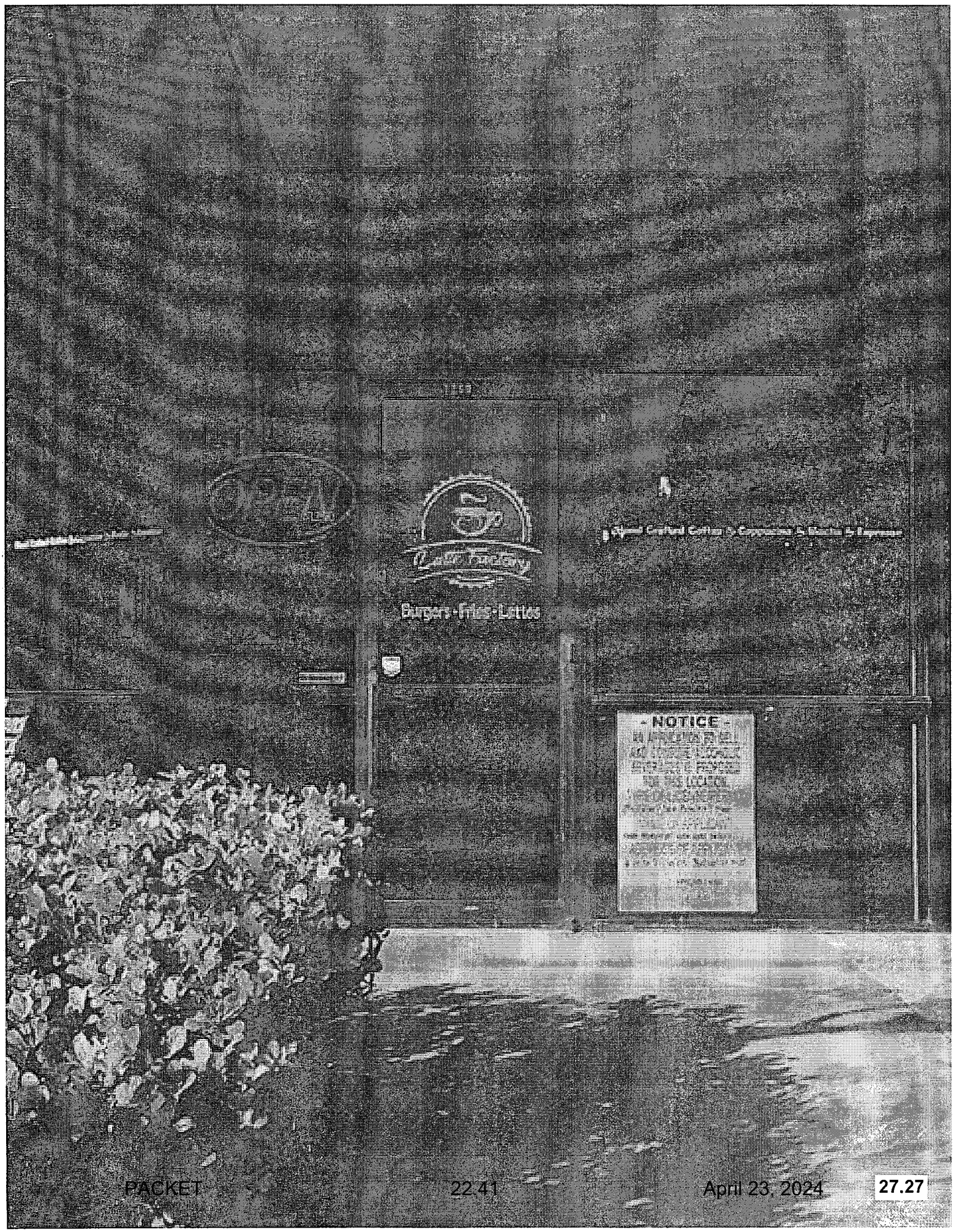
SUP-18-0016

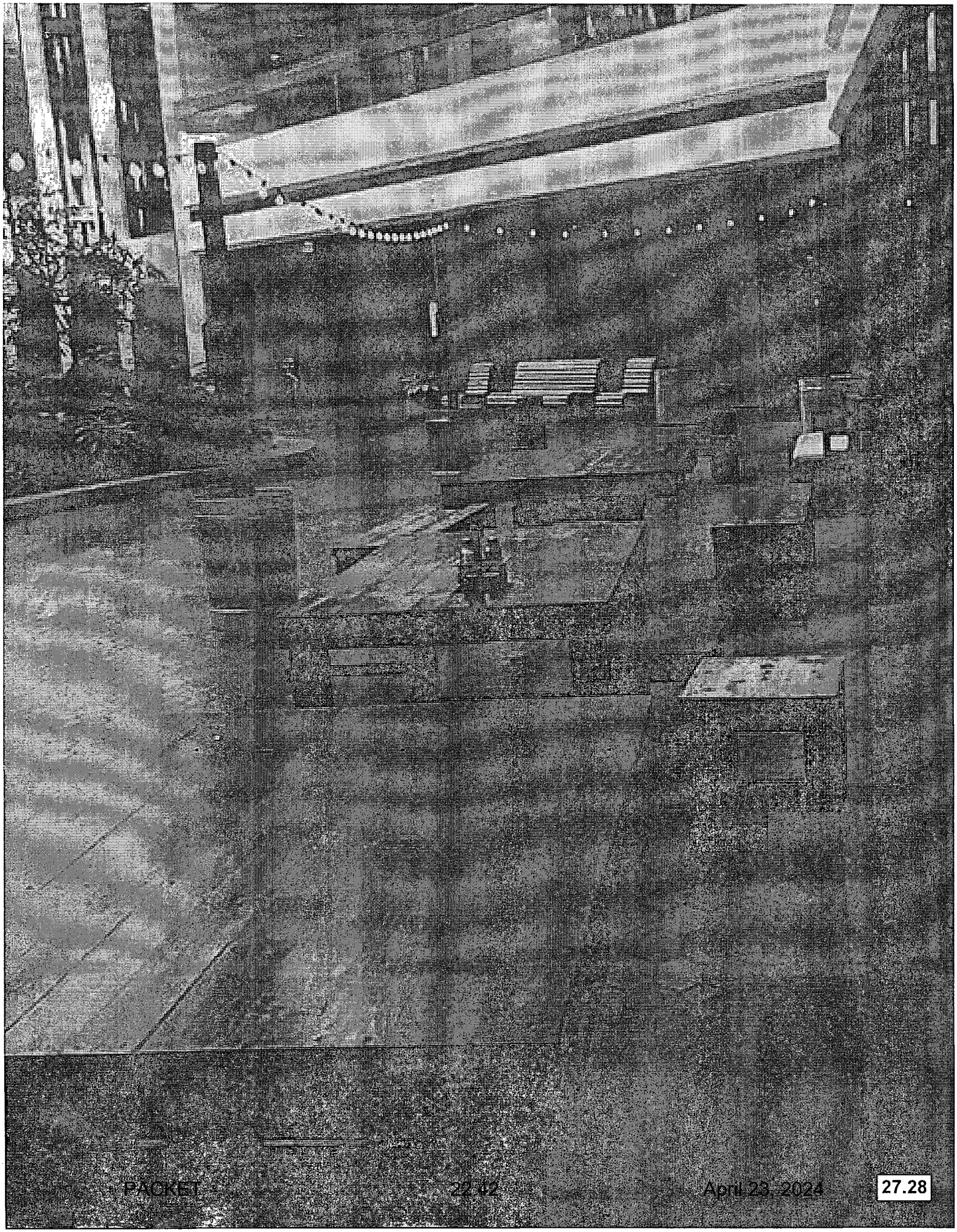
Scale: 1" = 400'

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.




Burgers · Fries · Drinks
- 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

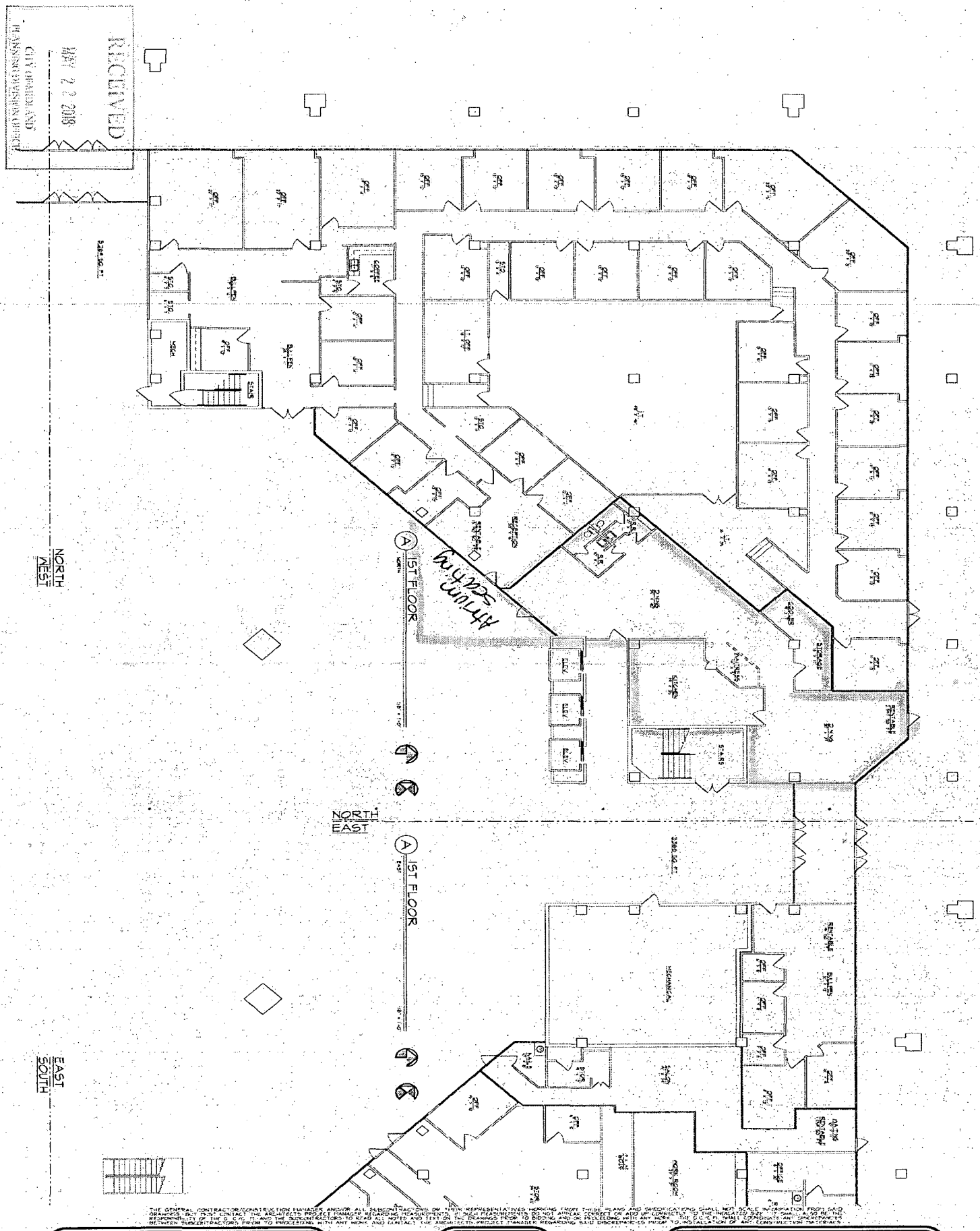
APPROVED AS TO CONTENT
AND COMPLETENESS:

Frank Salvato, Assistant City Manager

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Onnemiller, City Attorney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CITY OF MIDLAND
PLANNING/ENGINEERING DEPT.
NORTH
WEST
A
1ST FLOOR
NORTH
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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

EXHIBIT A

table
atrium entrance
Fireplace
Pool room
Pool room
table
table
table
table
table
table
table
Pool table
Pool table
Pool

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: 23

Meeting Date: April 9, 2024, April 23, 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 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:

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 Ordinance or this Specific Use Permit will become void and of no effect unless the Applicant requests and the City Council approves an extension of time prior to the date of this ordinance.

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:

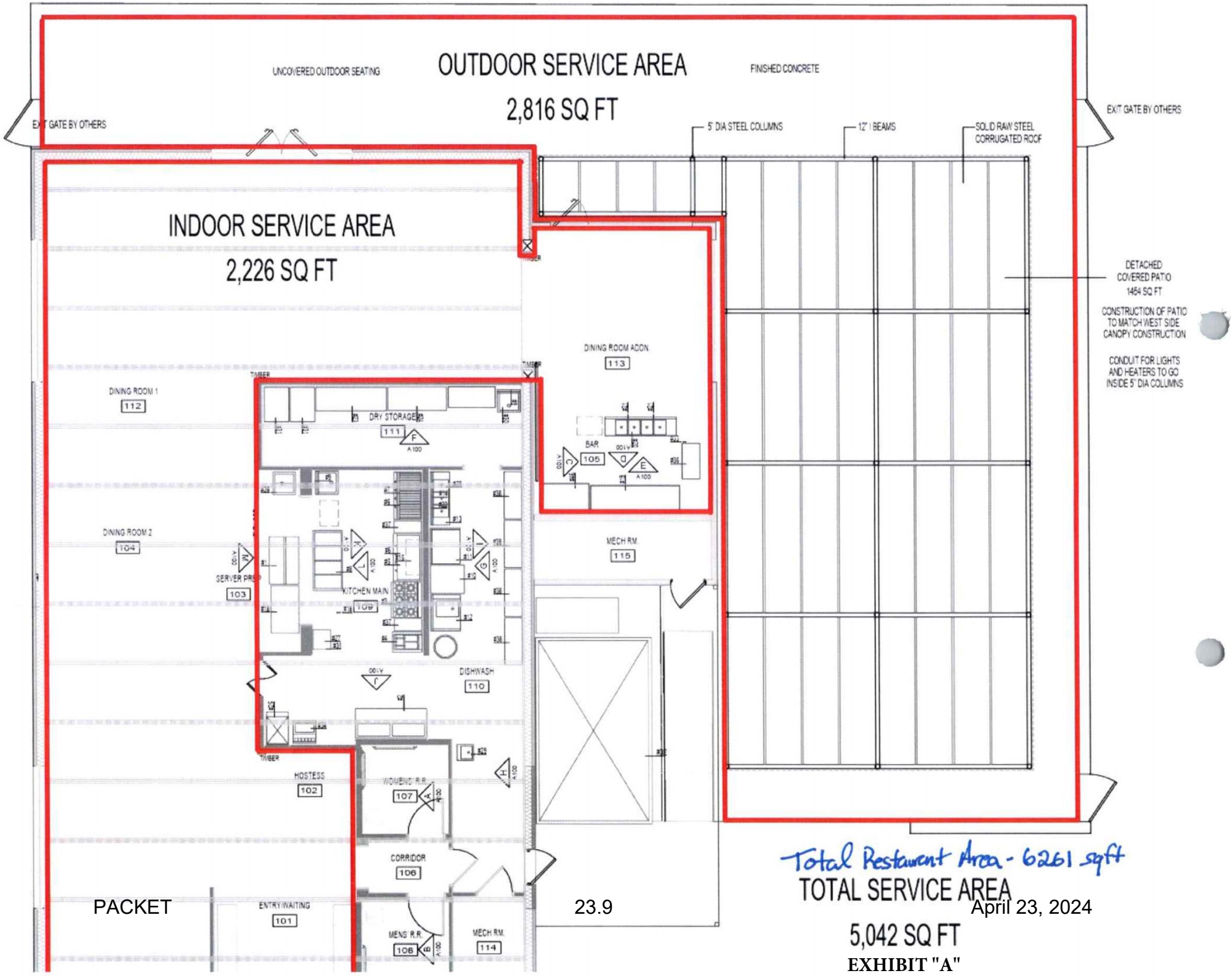
_____

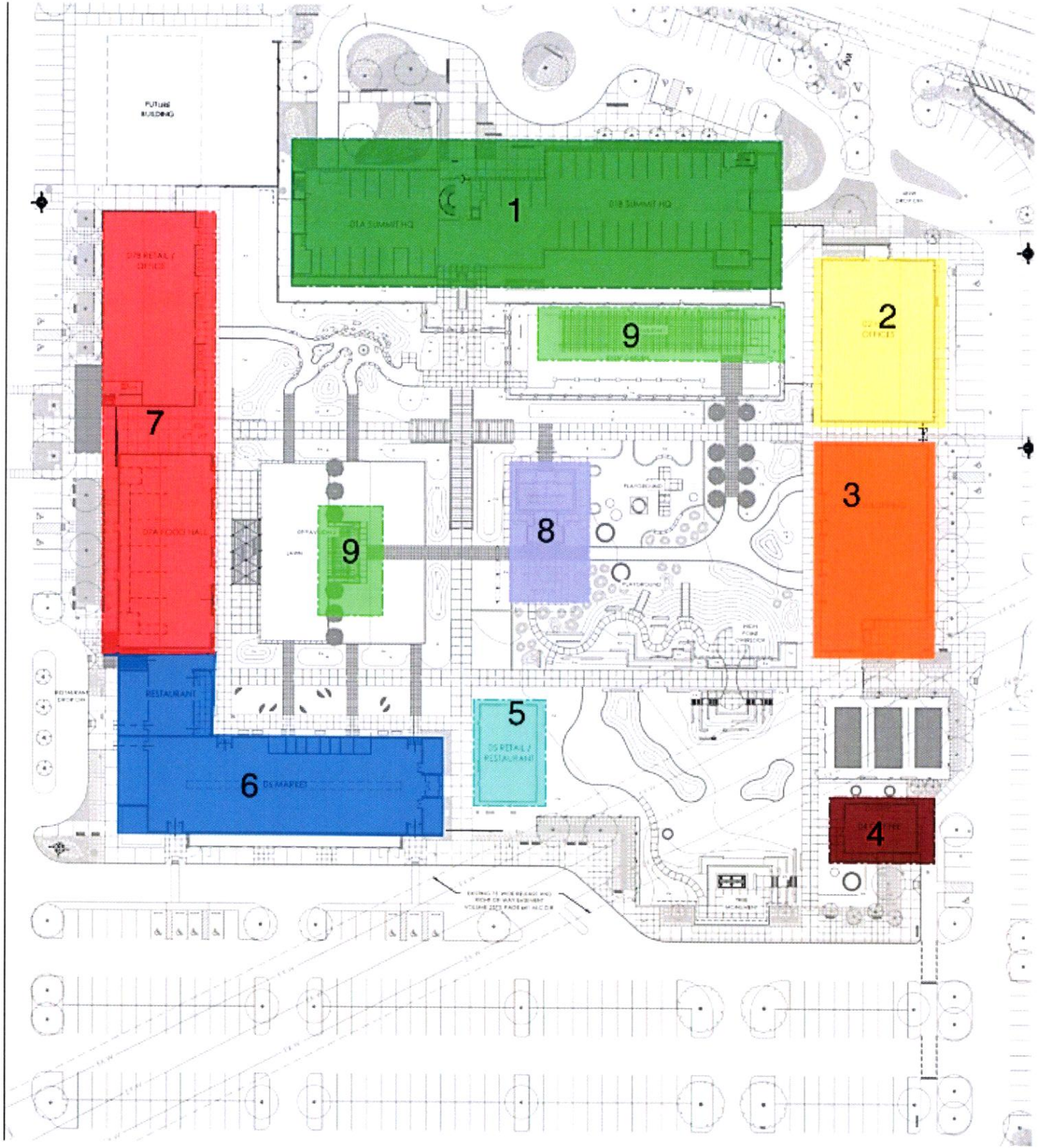
Elizabeth Triggs, Planning and Development Officer

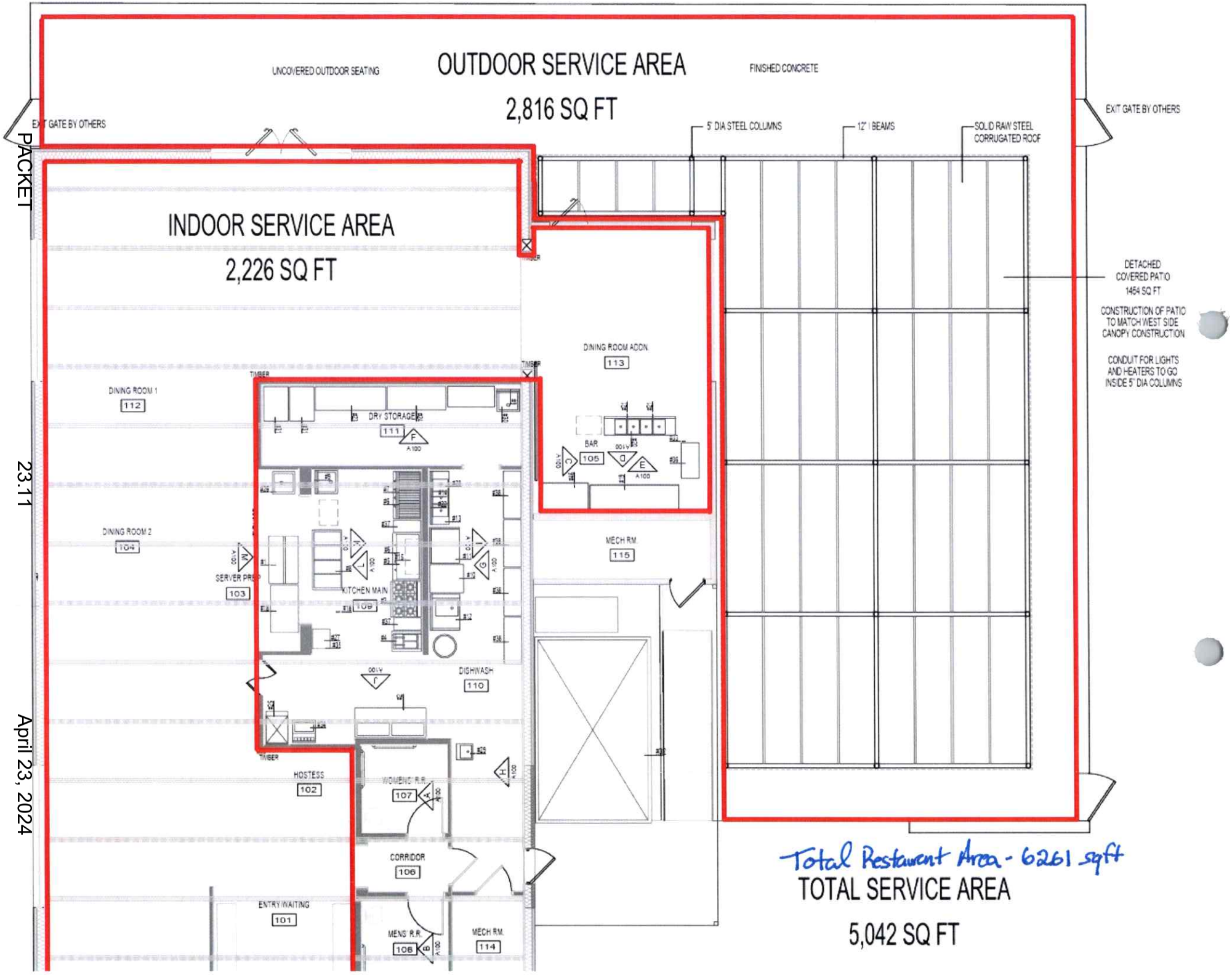
APPROVED ONLY AS TO FORM:

_____

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
SERVER PREP
103
KITCHEN MAIN
109
MECH RM.
115
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"


FUTURE BUILDING
1
2
3
4
5
6
7
8
9
9
RESTAURANT


OUTDOOR SERVICE AREA
2,816 SQ FT
UNCOVERED OUTDOOR SEATING
FINISHED CONCRETE
EXIT GATE BY OTHERS
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12" I BEAMS
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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

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): BOJ	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.

BOJ

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

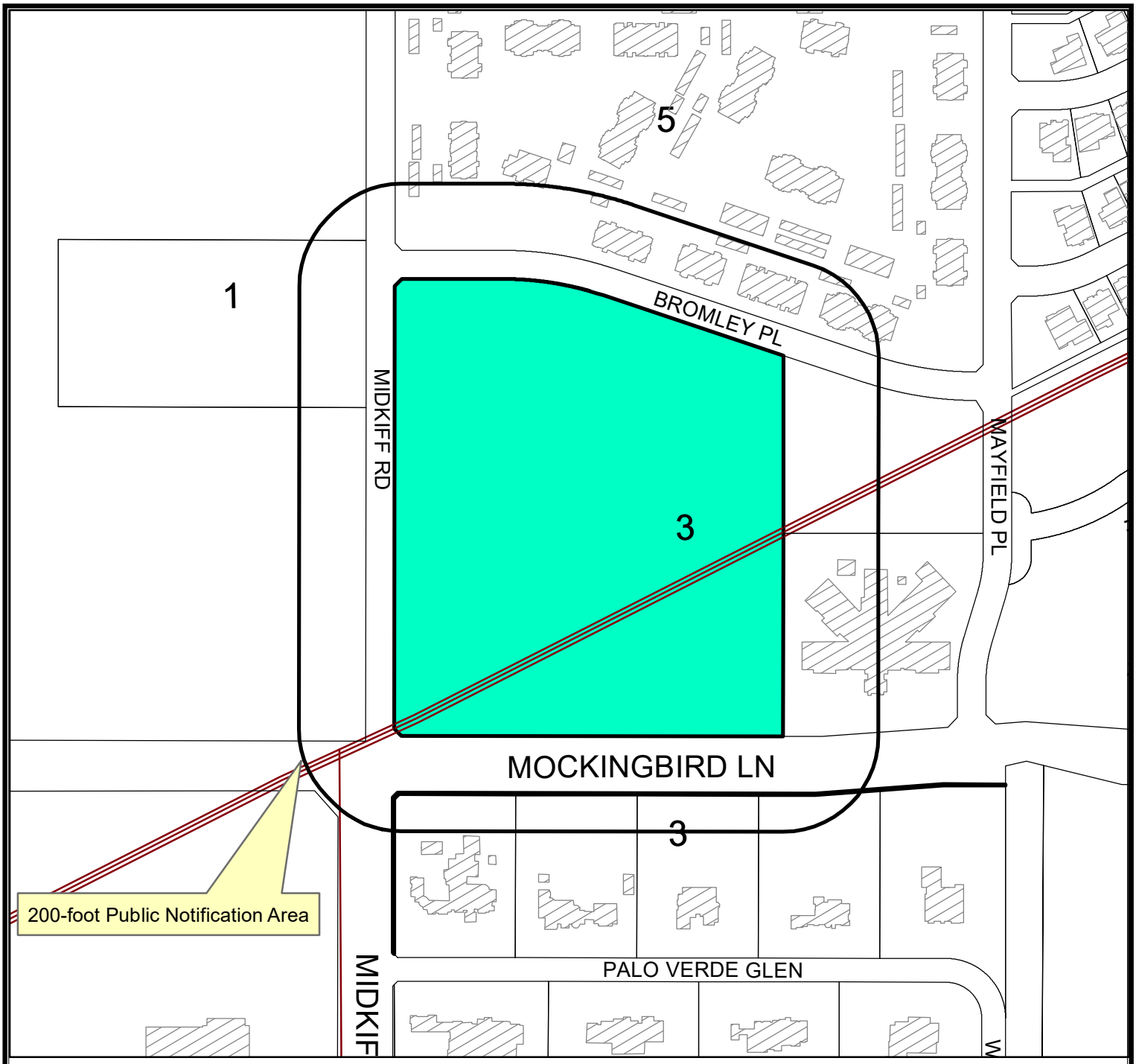
Amy Duesterhaus

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

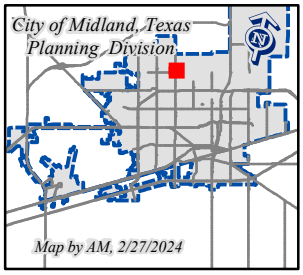
SUD-24-0175 **Scale: 1" = 300'**

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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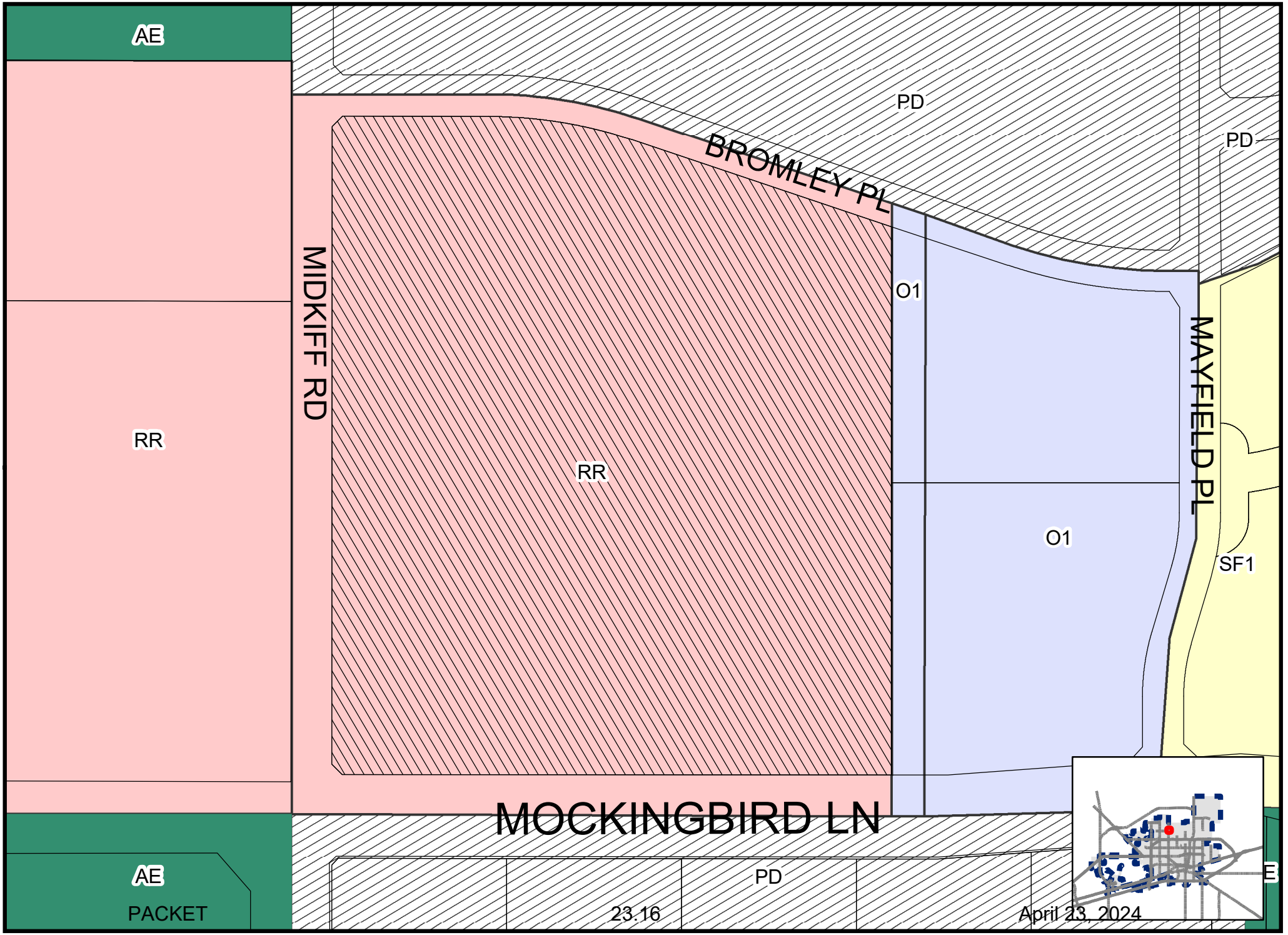
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By AM, 2/27/2024

SUD-24-0175

Scale: 1" = 175'

ZONING MAP

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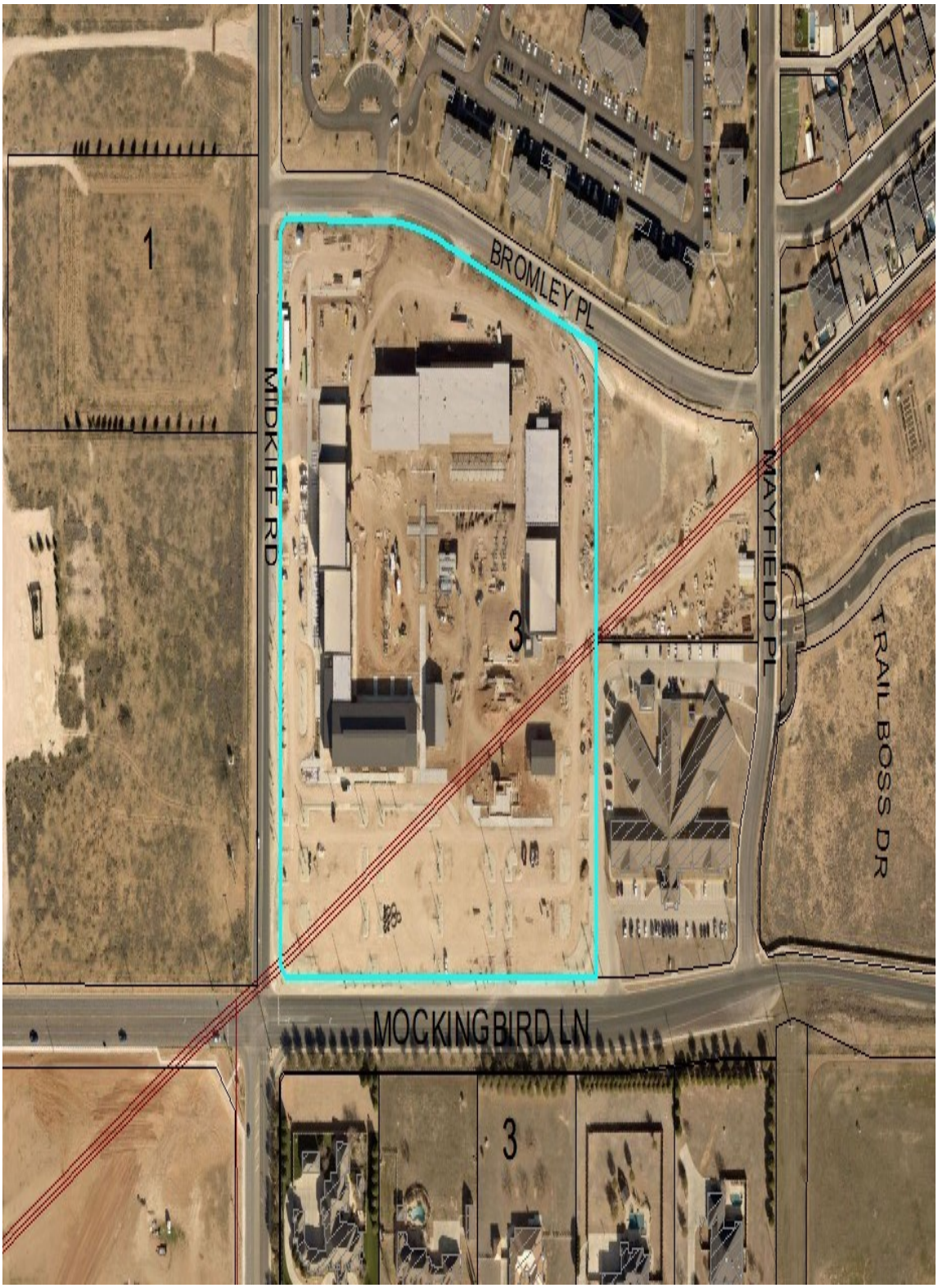

1
BROMLEY PL
MIDKIFF RD
3
MAYFIELD PL
TRAIL BOSS DR
MOCKINGBIRD LN
3

City Council Meeting

Item Number: 24

Meeting Date: April 9, 2024, April 23, 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 hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a specific use designation with term for a 3,094-square foot portion of Lot 3A, Block 3, Mayfield Place Addition, Section 8, 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 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 R, Regional Retail District;

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

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:

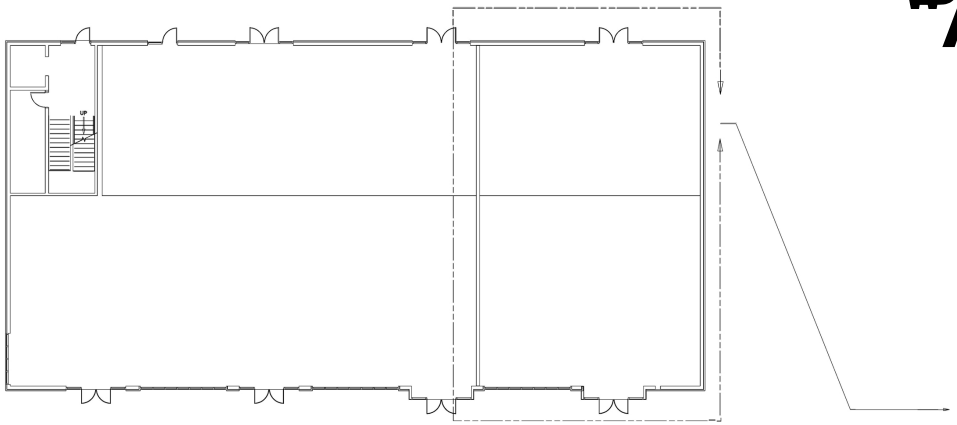
_____

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney



Revised 08.03.23

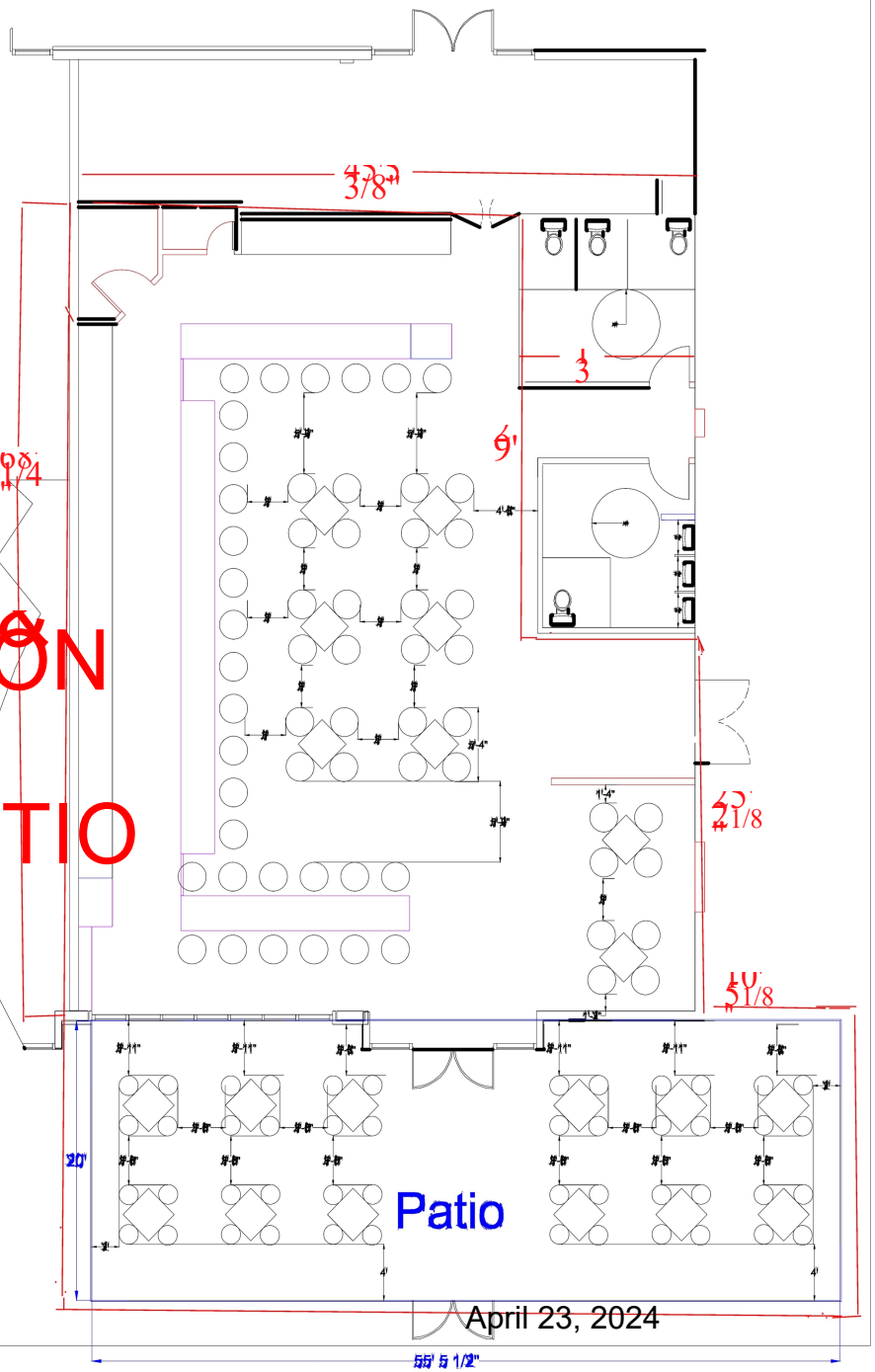


TABLE SCHEDULE			
Symbol	Qty	Part#	Notes
T1	8	GENERIC	30X30 SQUARE TOP WITH METAL BASE
S1	64	GENERIC	STOOL 25" DIAMETER
T2	12	GENERIC	32X32 SQUARE TOP WITH METAL BASE
S2	48	GENERIC	17X17 OUTDOOR PLASTIC CHAIR

43 /4: /2 Square Feet - Serviceable Area

MIDLAND Code Administration

REVIEWED FOR CODE COMPLIANCE
INSPECTION APPROVED FOR CONSTRUCTION

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

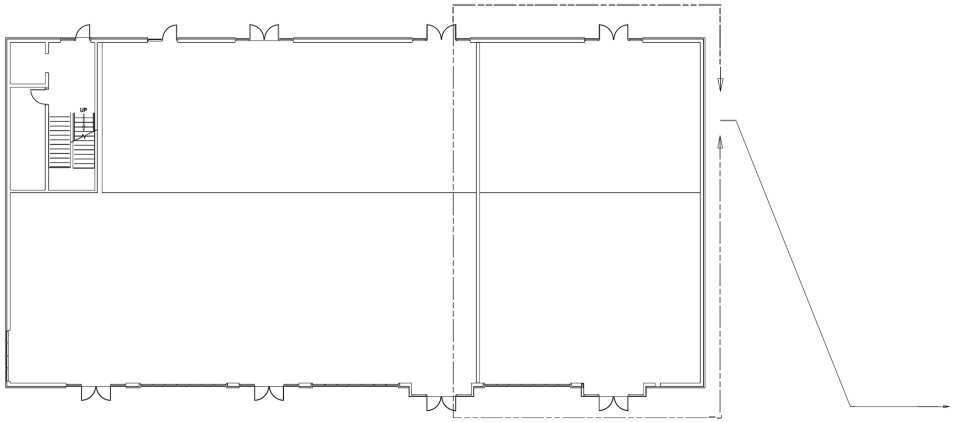
Amy
NOTARY PUBLIC, ~~MIDLAND~~ COUNTY, TEXAS
Travis

****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

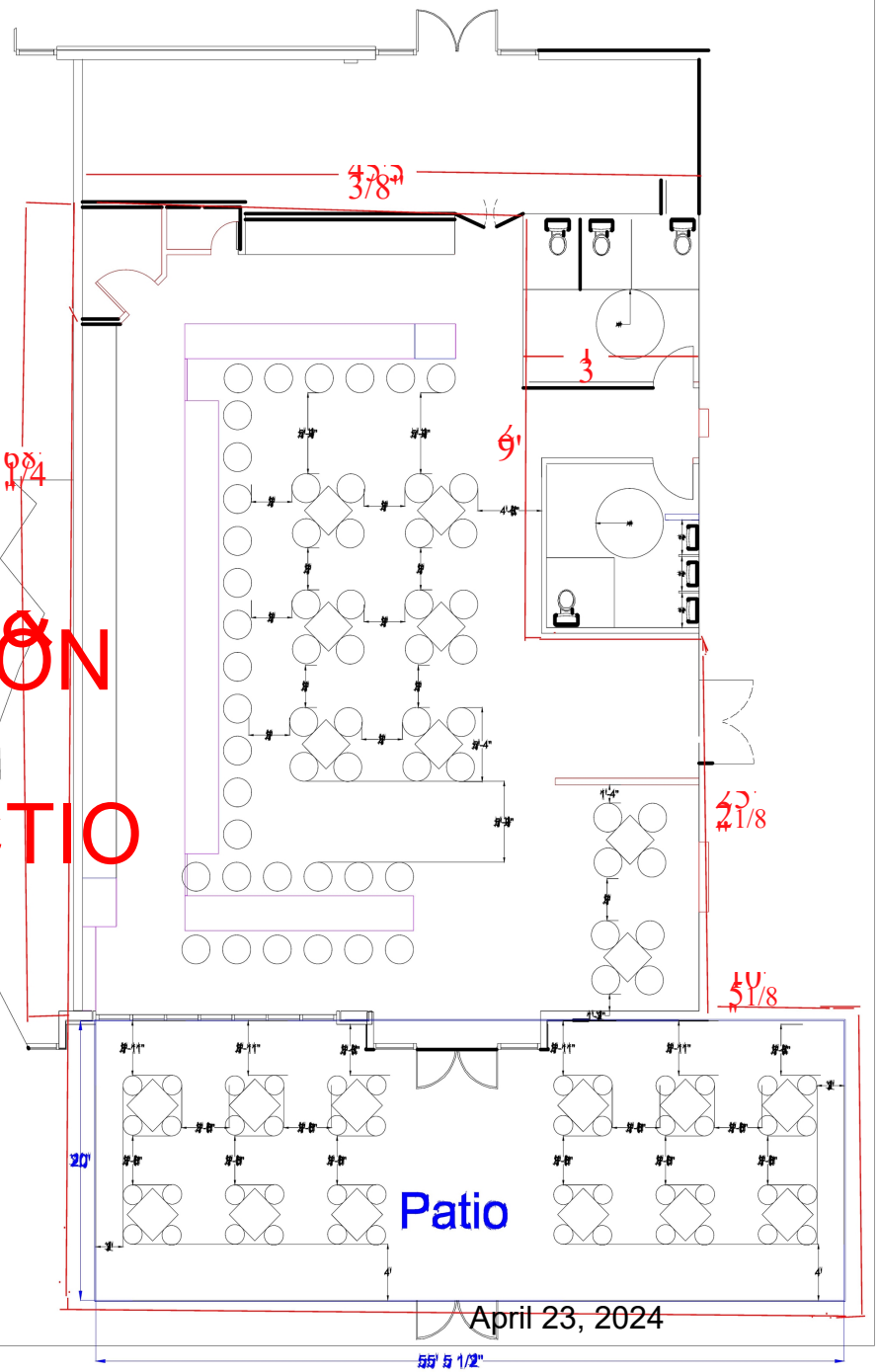
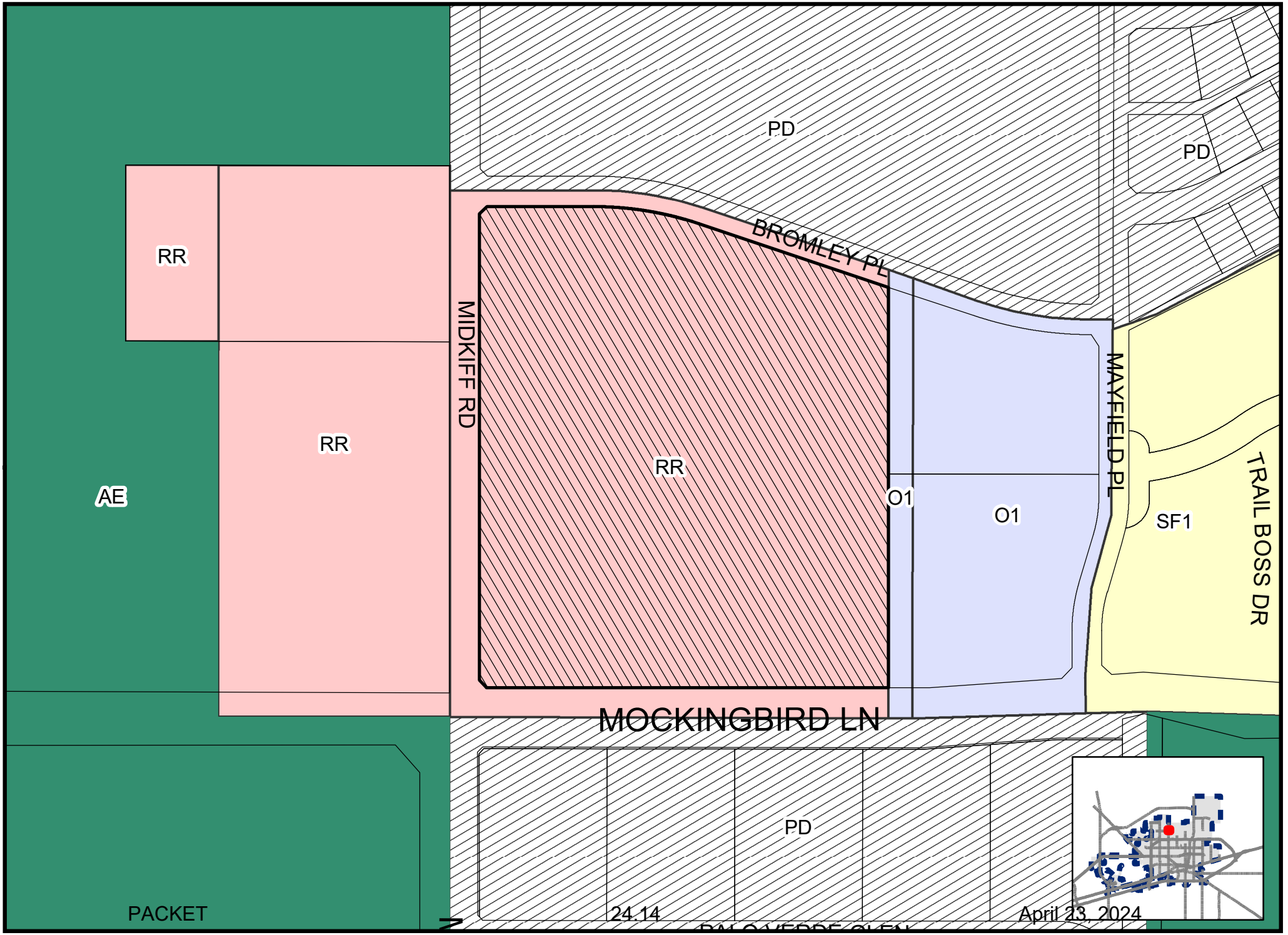


TABLE SCHEDULE			
Symbol	Qty	Part#	Notes
T1	8	GENERIC	30X30 SQUARE TOP WITH METAL BASE
S1	64	GENERIC	STOOL 25" DIAMETER
T2	12	GENERIC	32X32 SQUARE TOP WITH METAL BASE
S2	48	GENERIC	17X17 OUTDOOR PLASTIC CHAIR

MIDLAND Code Administration
REVIEWED FOR CODE COMPLIANCE
INSPECTION APPROVED FOR CONSTRUCTION

23,743.43 Square Feet - Serviceable Area

DRAWING TITLE: TABLES & SEATING



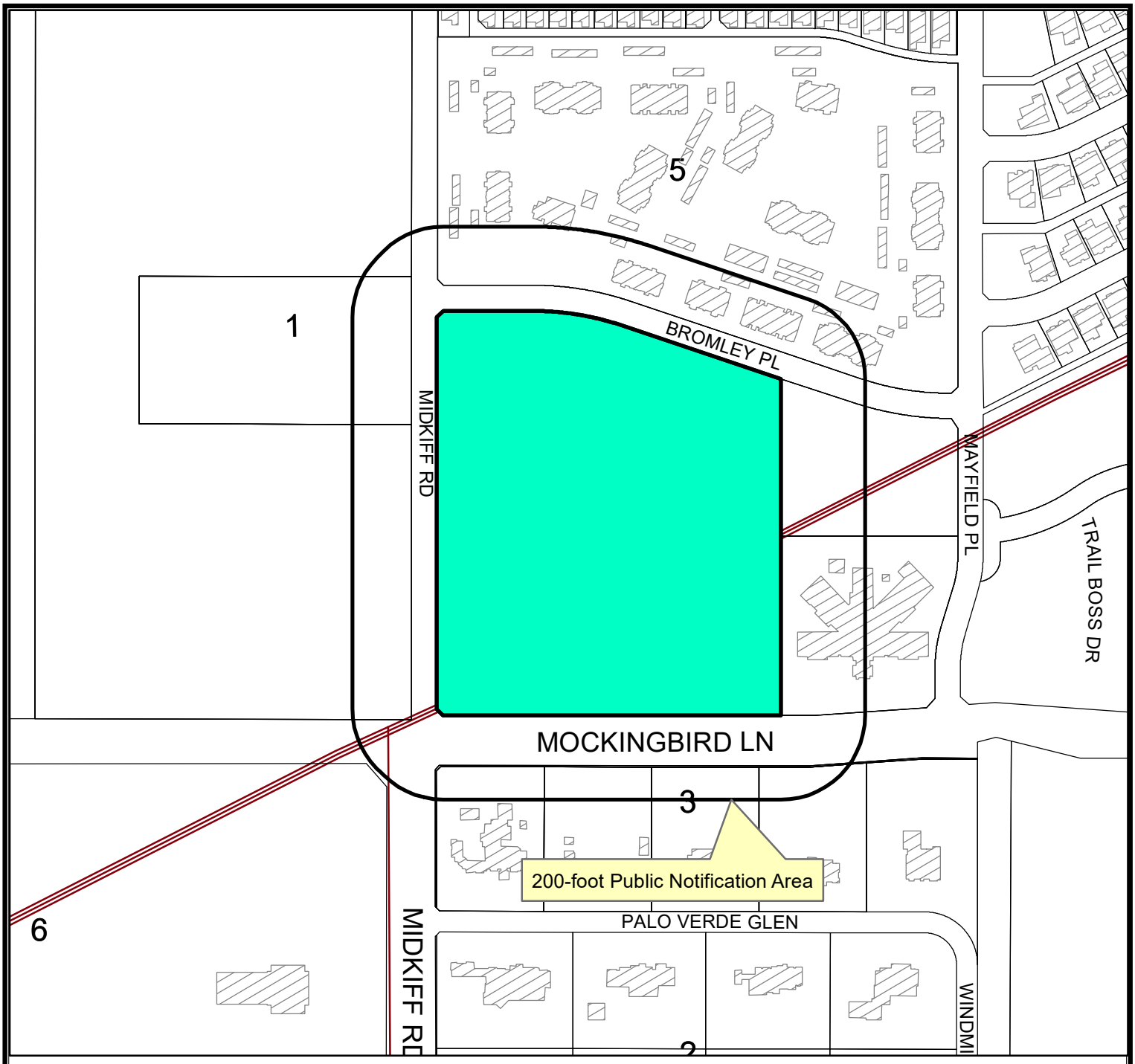
Map By LO, 2/21/2024

SUD-24-0174

Scale: 1" = 240'

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

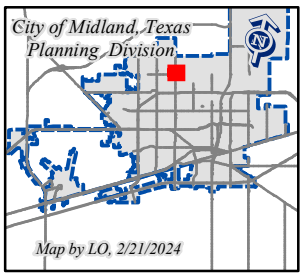
SUD-24-0174 **Scale: 1" = 339'**

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



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

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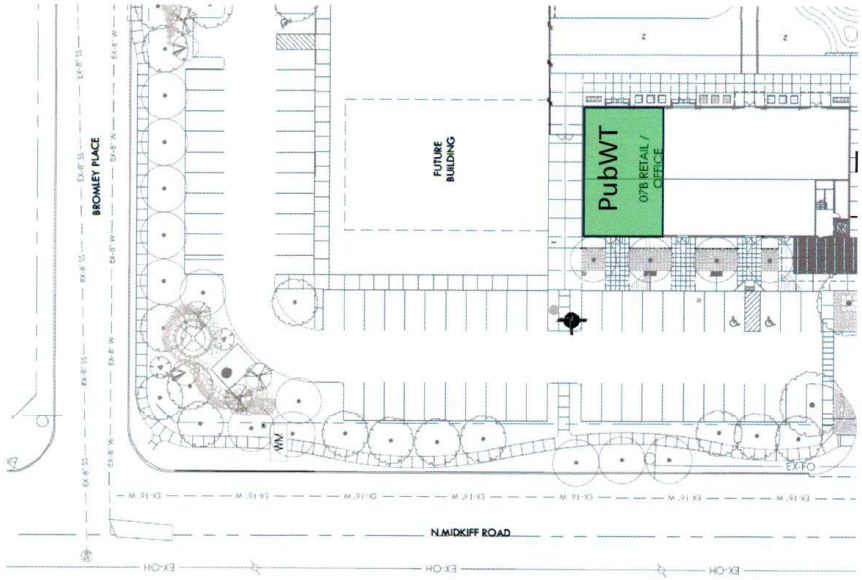
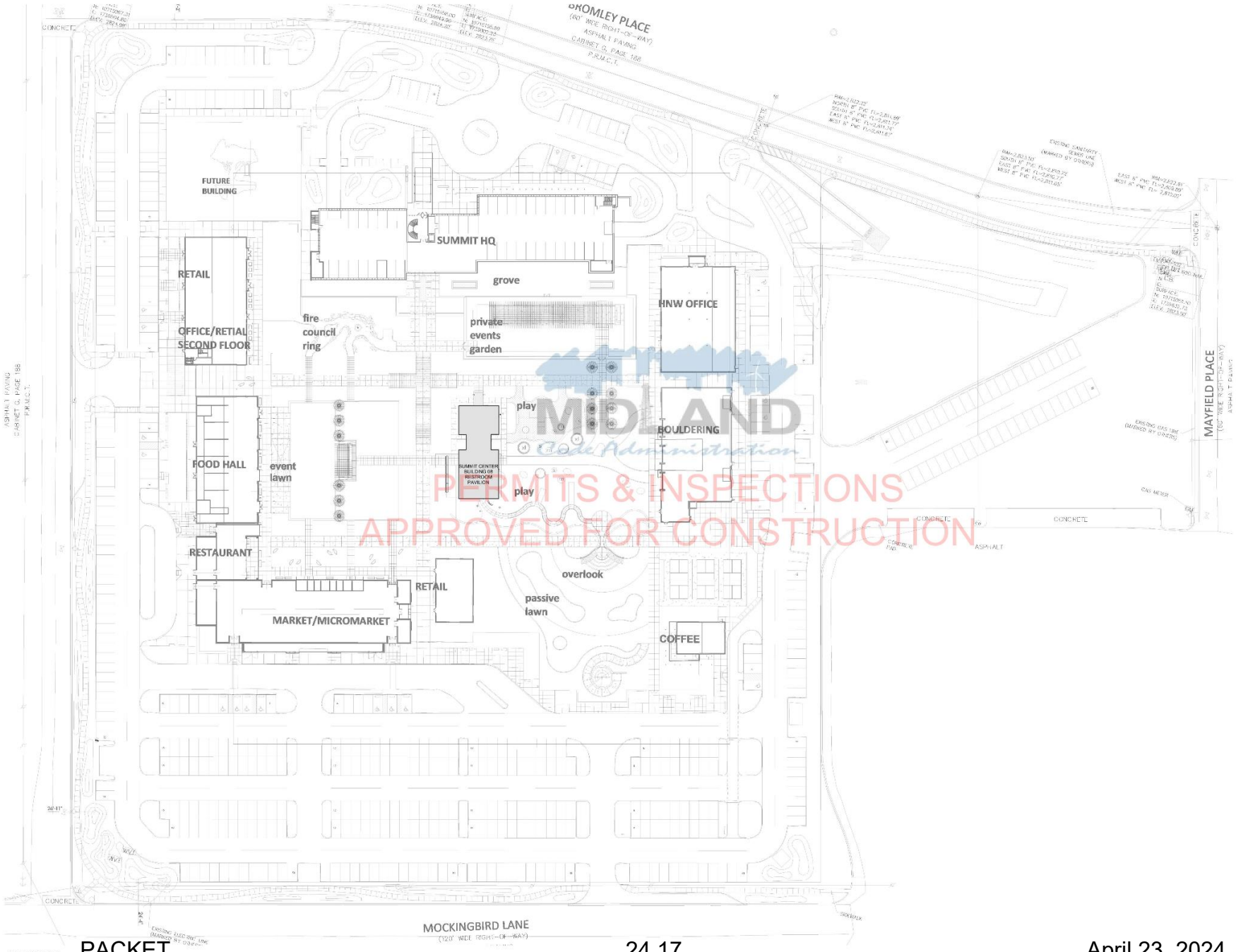

BROMLEY PLACE
FUTURE BUILDING
PubWT
O/B RETAIL / OFFICE
N.MIDKIFF ROAD



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

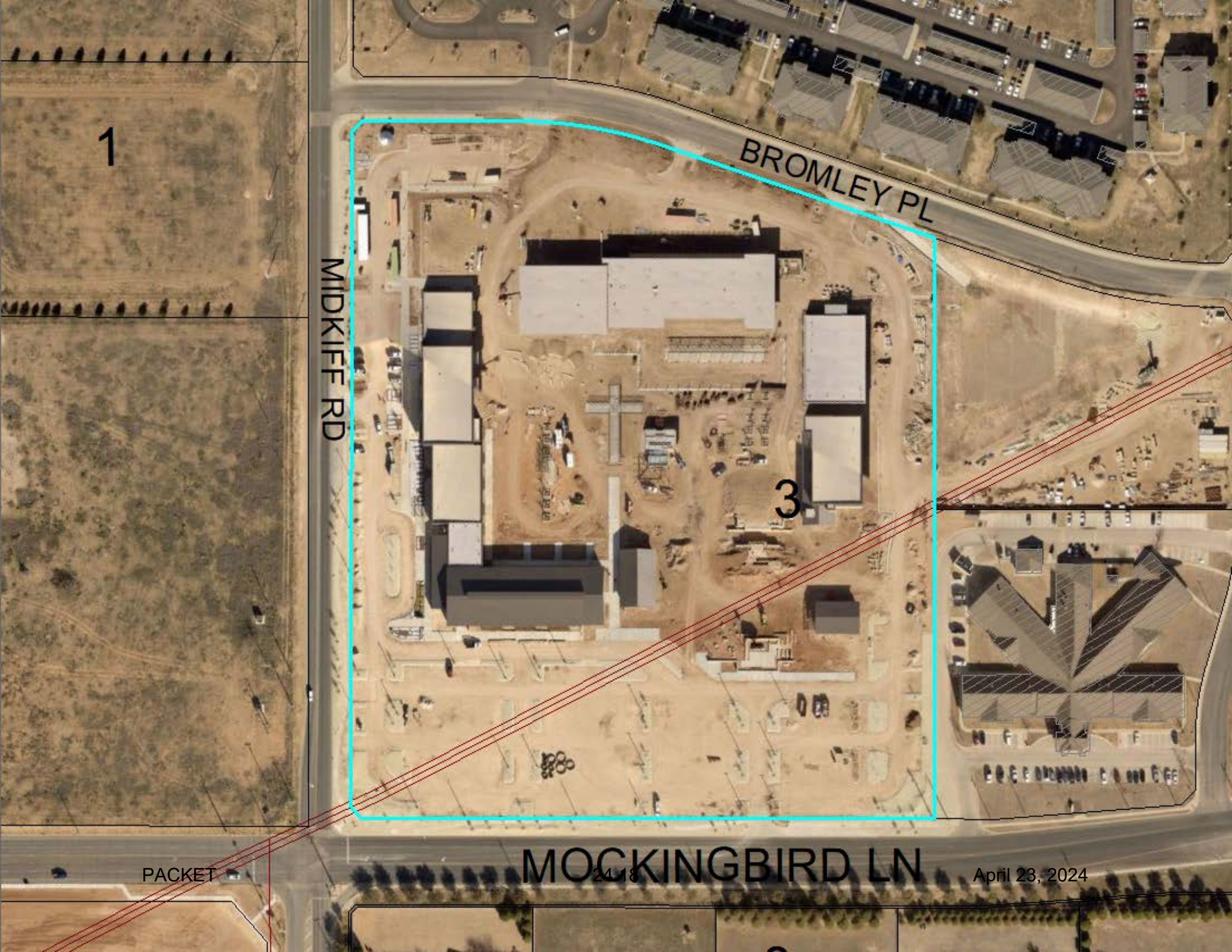
Project Name
Summit Center Restroom Pavilion

Project Number
08_2017

Description
SITE PLAN

08 SD-100

© 2022 Rhotenberry Wellen Architects


BROMLEY PL
MIDKIFF RD
MOCKINGBIRD LN
1
3

City Council Meeting

Item Number: 25

Meeting Date: April 9, 2024, April 23, 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

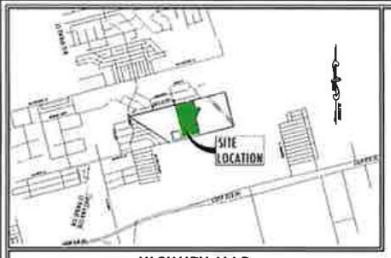
APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

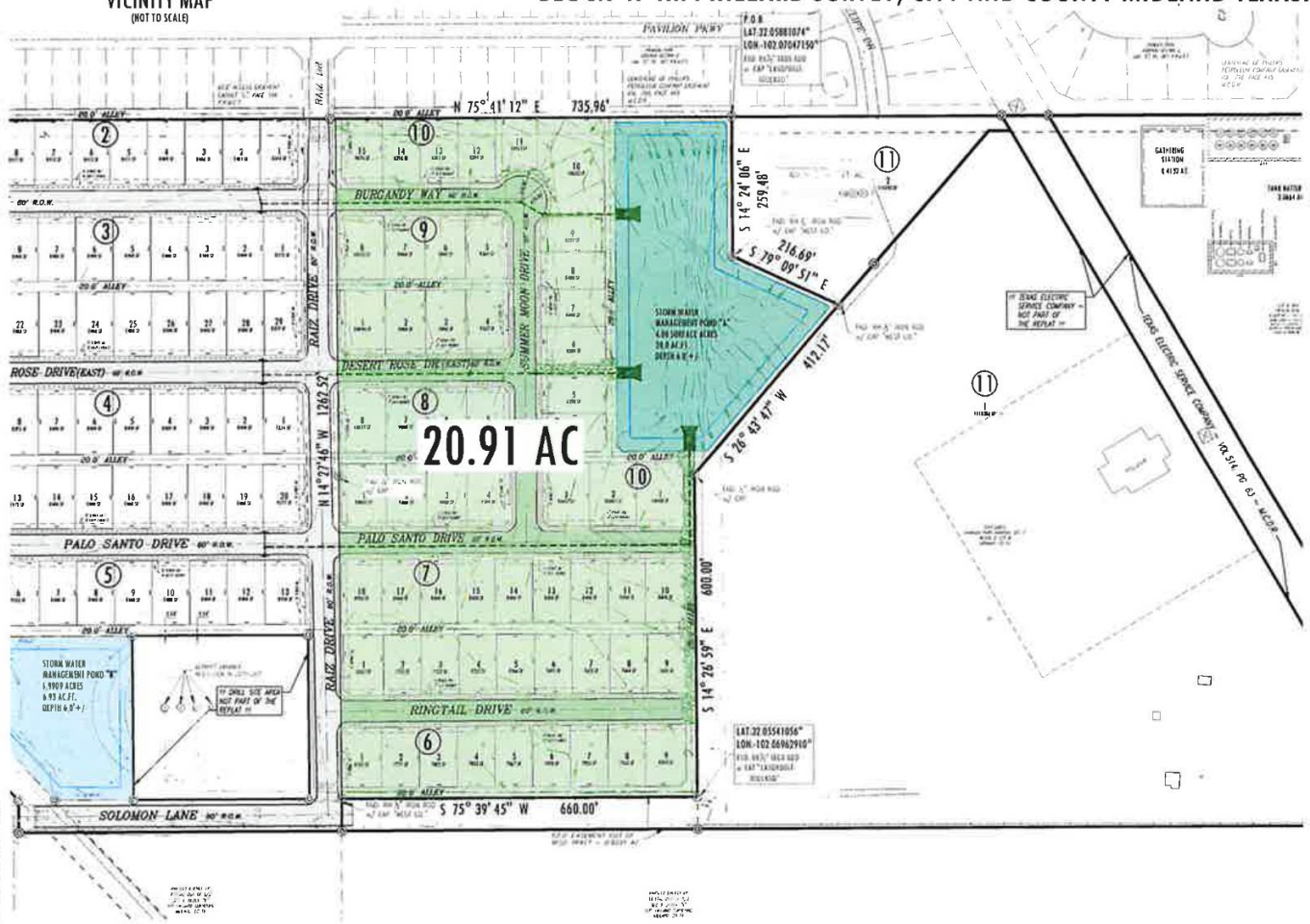
ZONE CHANGE EXHIBIT - TRACT 'Z' [Agricultural to SF2]

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)



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

LEGEND

◎	DENOTES FOUND MONUMENT AS NOTED
XA	DENOTES EXISTING FIRE HYDRANT
2432.8 / 2431.2	DENOTES EXISTING TOPOGRAPHIC POINTS & ELEVATIONS
PP	DENOTES POWER POLE
	DENOTES ZONE CHANGE TRACT 'Z' FROM AGRICULTURAL TO SF2 AS PER APPLICATION
P.O.B.	DENOTES 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
	DENOTES BOUNDARY LINE
	DENOTES LOT LINE
	DENOTES ESTIMATED EASEMENT LINE (UTILITY EASEMENT, WIDTH AS APPLICABLE)
	DENOTES EASEMENT ETC
	DENOTES EXISTING SIDEWALK LINE
	DENOTES ADJACENT DEED OR PROPERTY LINE
	DENOTES EXISTING WATER LINE
	DENOTES EXISTING SANITARY SEWER
	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_____

OWNER:
3 CENTAVOS, LLC.
Scott Bowden | Managing Partner
4513 Santos Rosa Drive | Midland, TX 79707
(432) 967-1259 | scott@milandkeco.com

NORTH

0 100 200 300
SCALE 1" = 100'

EXHIBIT "A"

PENNELL LAND SURVEYING, LLC
SURVEYING FIRM #: 10193978
2030 W. Cuthbert
Midland, Texas 79701

PAVILION PARK ADDITION, SECTION 15

© COPYRIGHT 2024 - PENNELL LAND SURVEYING, LLC - ALL RIGHTS RESERVED

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)*		Phone (432) 967-1259	
Printed Name: Scott Bowden		Email scott@midlandreco.com	
Address 4513 Santos Rosa Drive	City MIDLAND	State TX	Zip 79707

Property Owner		Phone (432) 967-1259	
Printed Name: 3 CENTAVOS, LLC.		Email	
Address 4513 Santos Rosa Drive	City MIDLAND	State TX	Zip 79707

Representative *(if different from Applicant or Property Owner)*		Phone (432) 901-2060	
Firm: WA CIVIL, LLC.		Email lwalker@wcivil.com	
Printed Name: LARRY H. WALKER, P.E., P.M.P.			
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

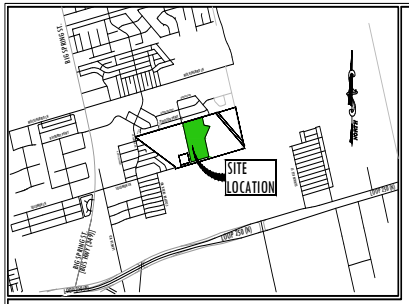
☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # Paid Online	
Received By:	Date: JAN 24 2024

Application will not be considered for scheduling until reviewed by a planner.

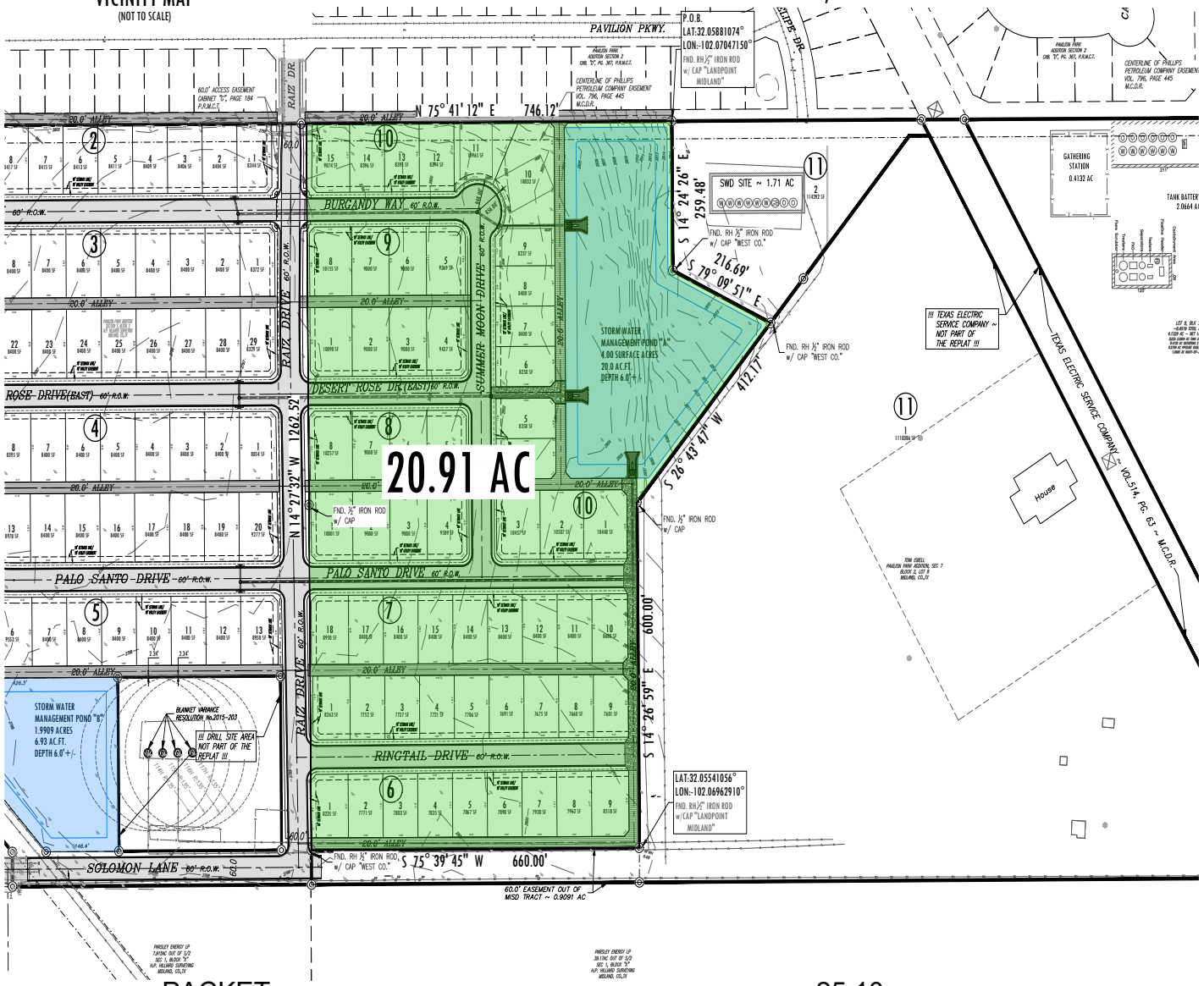
ZONE CHANGE EXHIBIT - TRACT 'Z' [Agricultural to SF2]

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;

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°27'32" 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.

1-23-24

DURYN HENINGTON, R.P.L.S. 6832
2030 W. Cuthbert
Midland, Texas 79701

LEGEND

◎	DENOTES FOUND MONUMENT AS NOTED
⋈	DENOTES EXISTING FIRE HYDRANT
× 2813.30 NG	DENOTES EXISTING TOPOGRAPHIC POINTS & ELEVATIONS
PP	DENOTES POWER POLE
	DENOTES ZONE CHANGE TRACT 'Z' FROM AGRICULTURAL TO SF2 AS PER APPLICATION
P.O.B.	DENOTES 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
	DENOTES BOUNDARY LINE
	DENOTES LOT LINE
	DENOTES SETBACK LINE[UTILITY EASEMENT, WHERE APPLICABLE]
	DENOTES EASEMENT LINE
	DENOTES EXISTING EASEMENT LINE
	DENOTES ADJACENT DEED OR PROPERTY LINE
W W W W W W W	DENOTES EXISTING WATER LINE
S S S S S S S	DENOTES EXISTING SANITARY SEWER
G G G G G G G	DENOTES EXISTING ELECTRIC LINE
	DENOTES EXISTING FENCE LINE
	DENOTES FIBER OPTIC LINE
−XXXX−	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 23, 2024

PAVILION PARK ADDITION, SECTION 15

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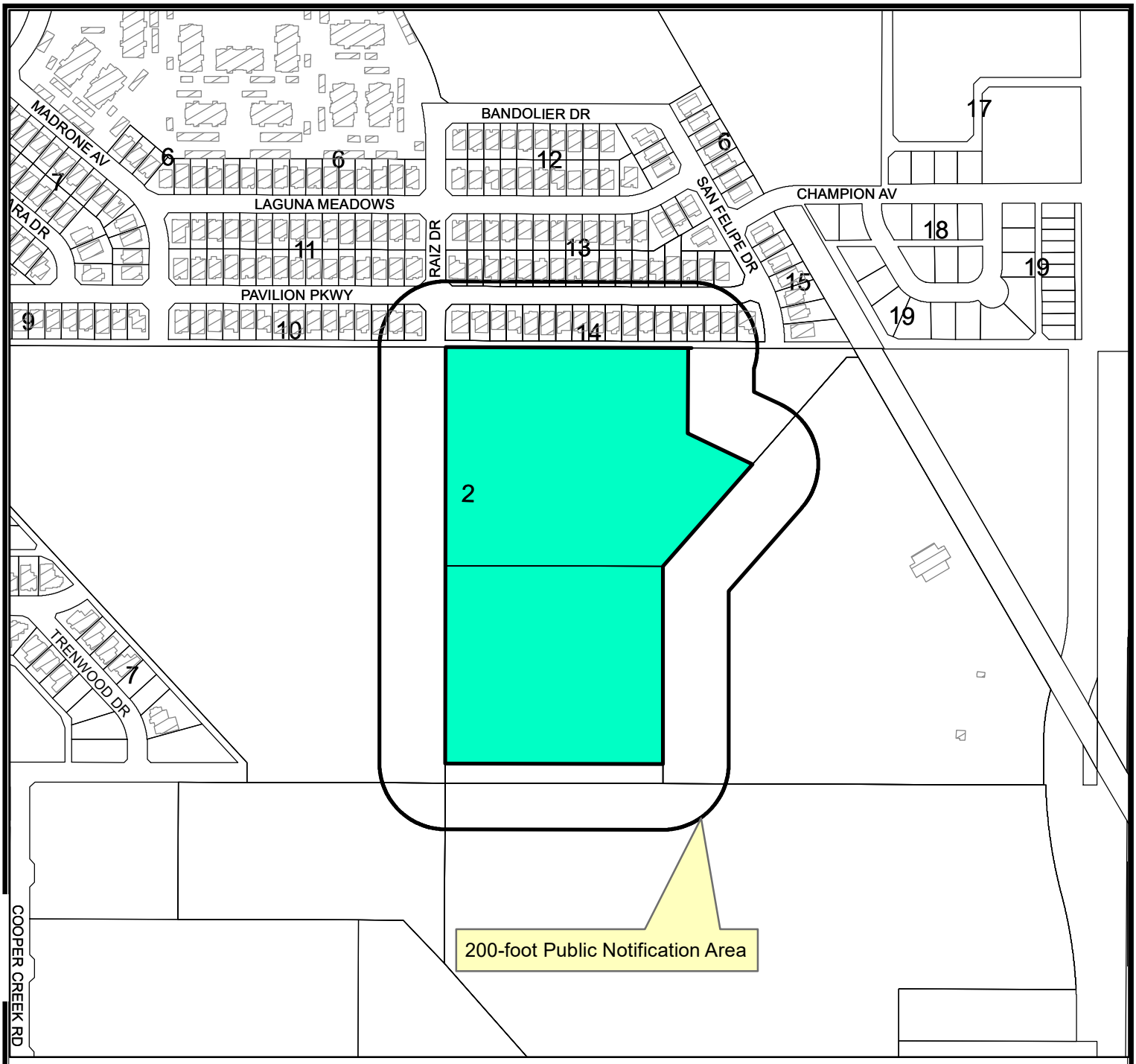


LOCATION MAP

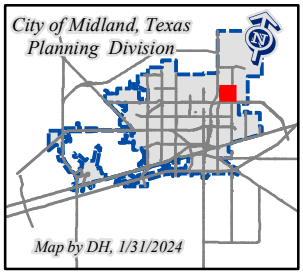
Z-24-0361 **Scale: 1" = 434'**

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



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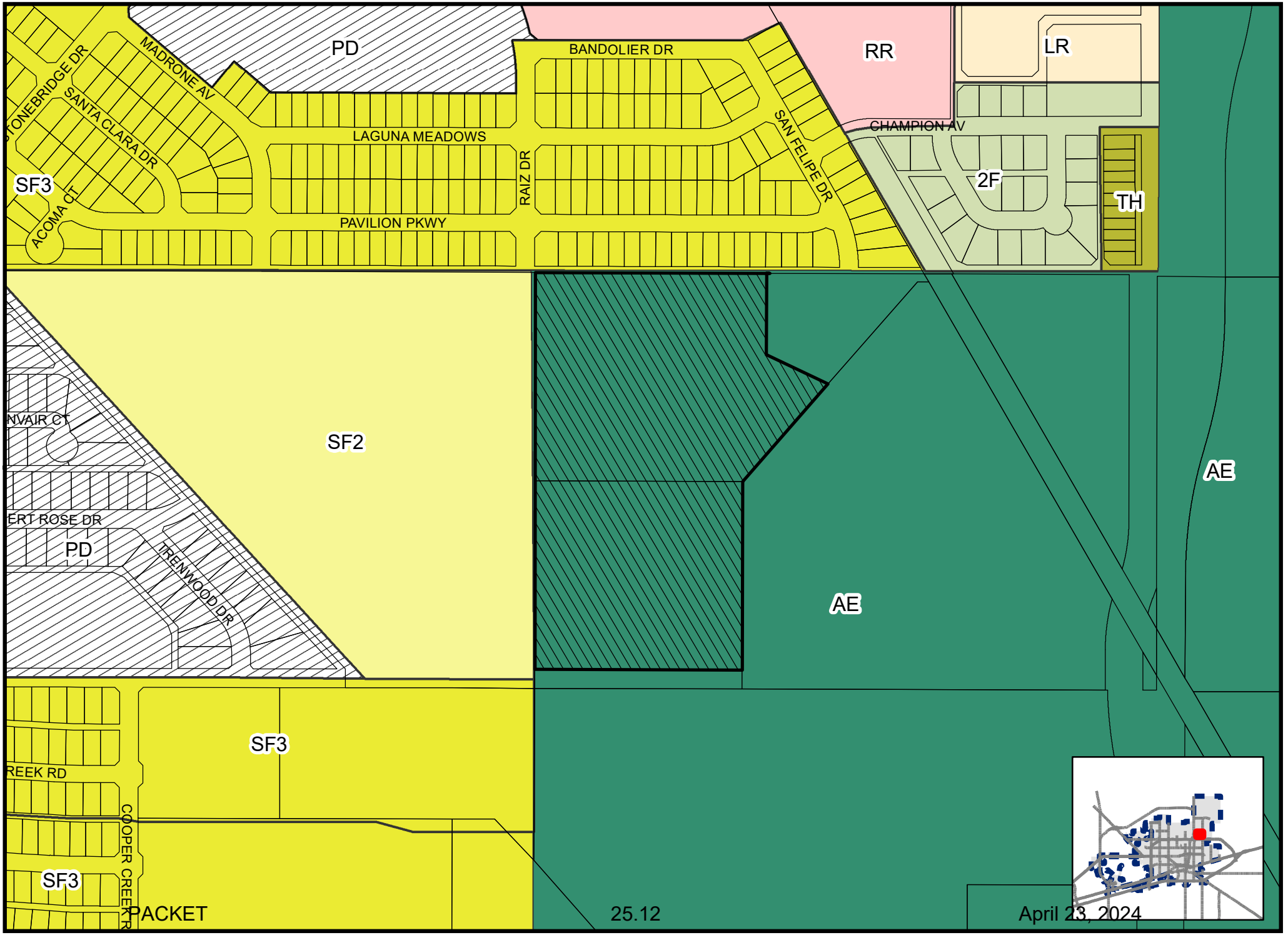
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By DH, 1/31/2024

Z-24-0361

Scale: 1" = 382'

ZONING MAP

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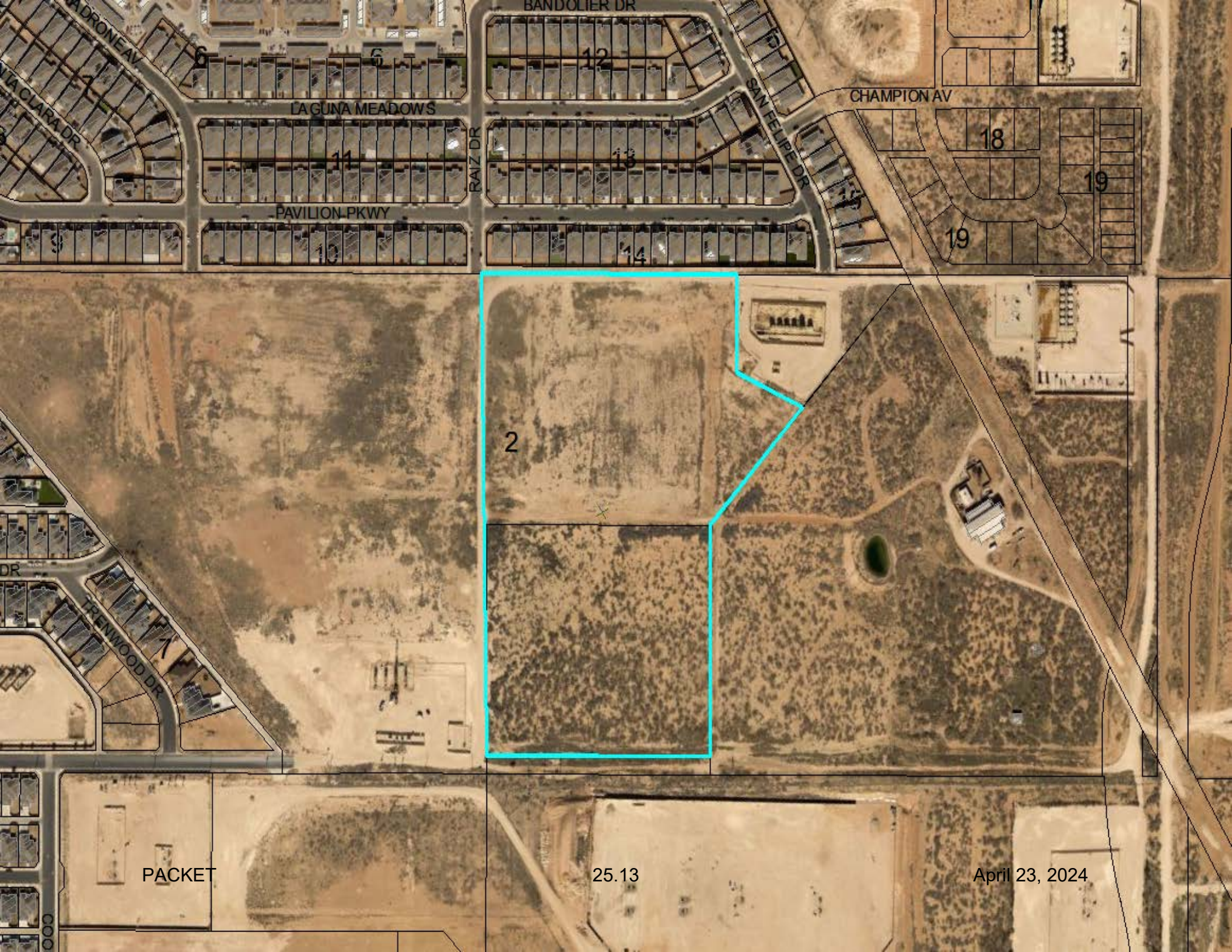

BANDOLIER DR
LA GUNA MEADOWS
RAIZ DR
SAN FELIPE DR
CHAMPION AV
PAVILION PKWY
TRENWOOD DR
2

3210
McCANDLE

City Council Meeting

Item Number: 26

Meeting Date: April 9, 2024, April 23, 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 3) (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

Jose E. Ort

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:

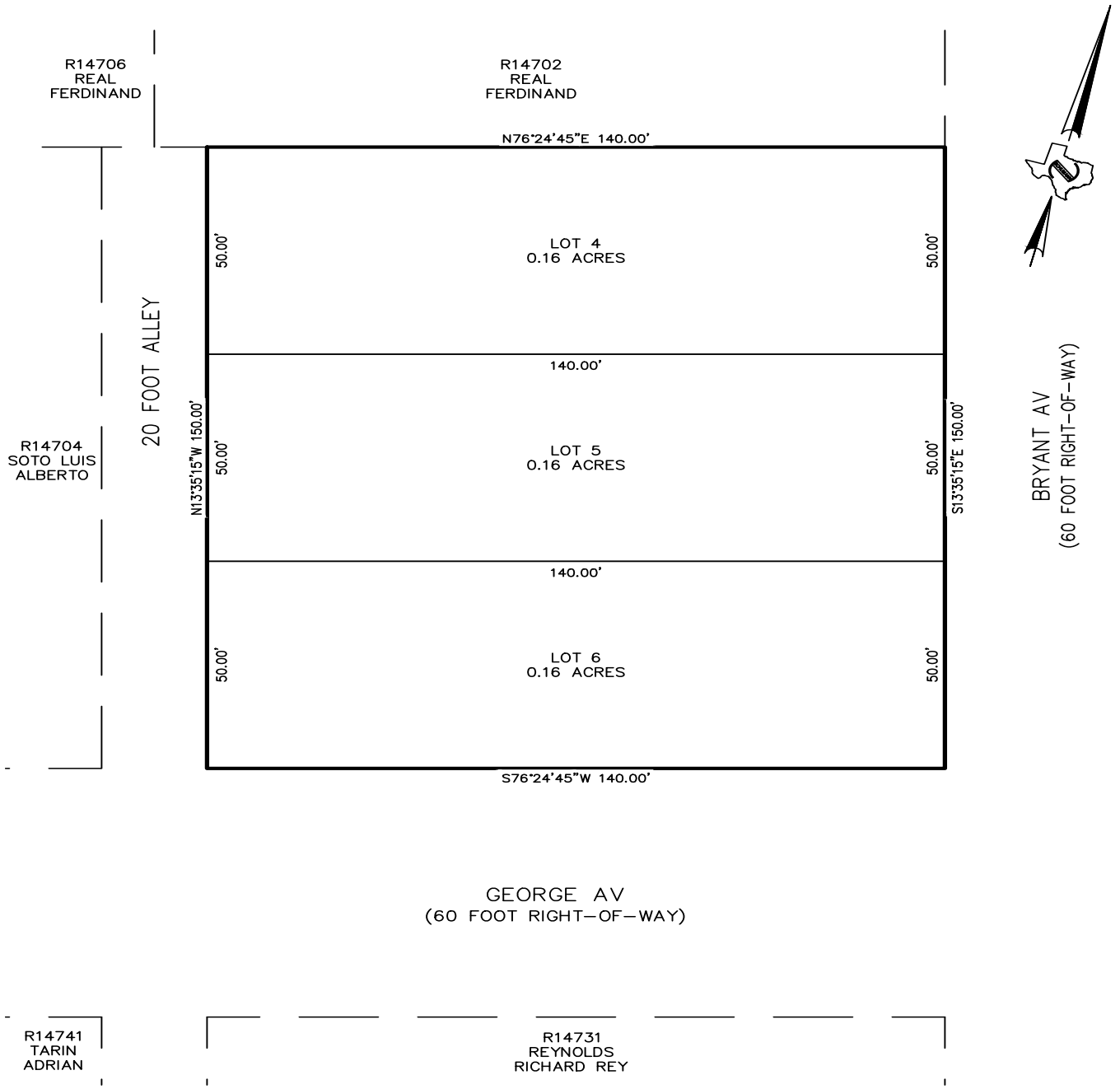
_____
Marcia Bentley-German, City Secretary

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 23, 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 (Authentisign)	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.

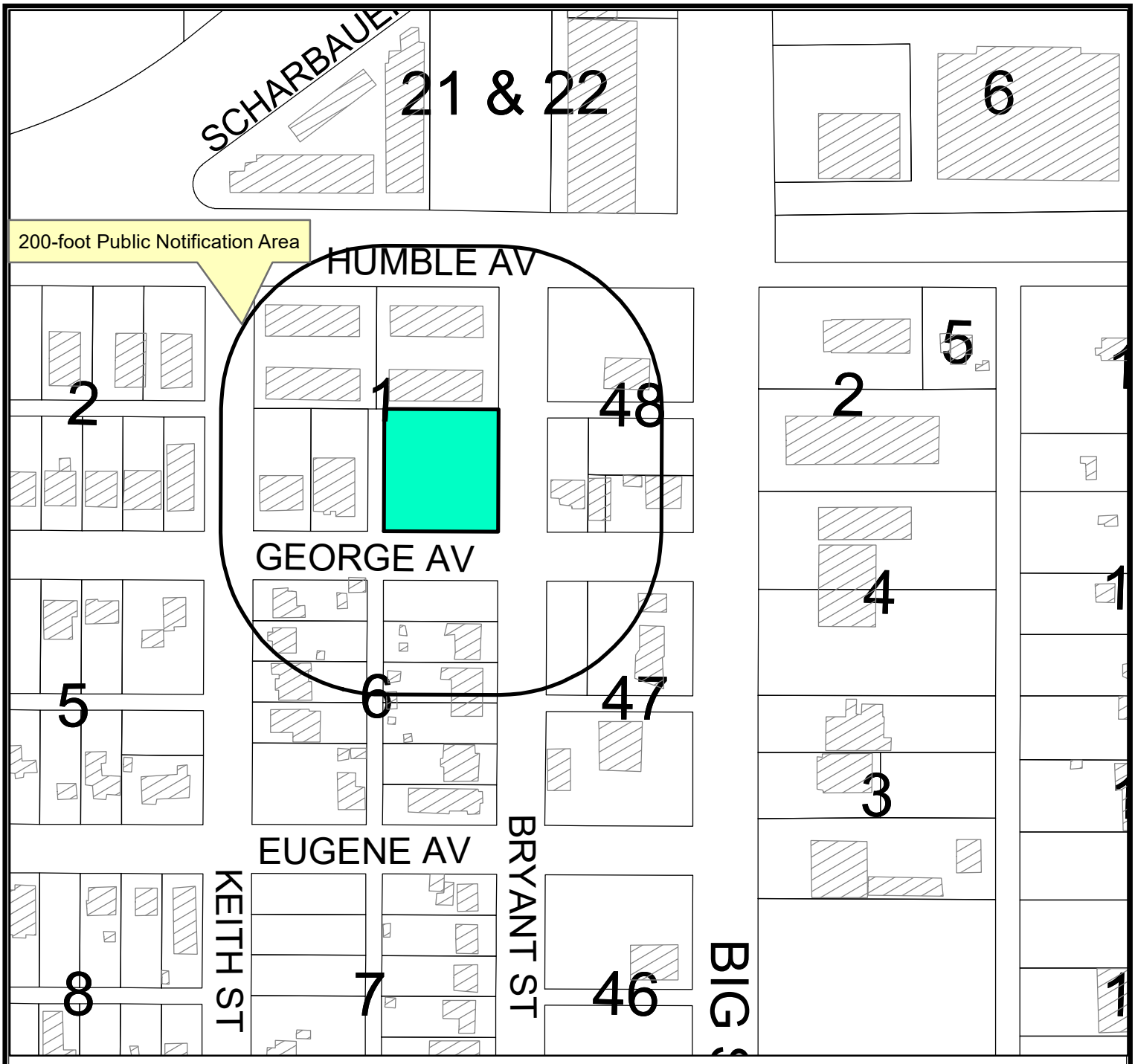
Hall
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

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	☐ Plans in Digital Format (PDF/JPEG)
Check # 1126	
Received By:	Date: FEB 05 2024

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

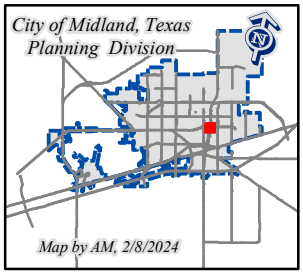
Z-24-0362 **Scale: 1" = 175'**

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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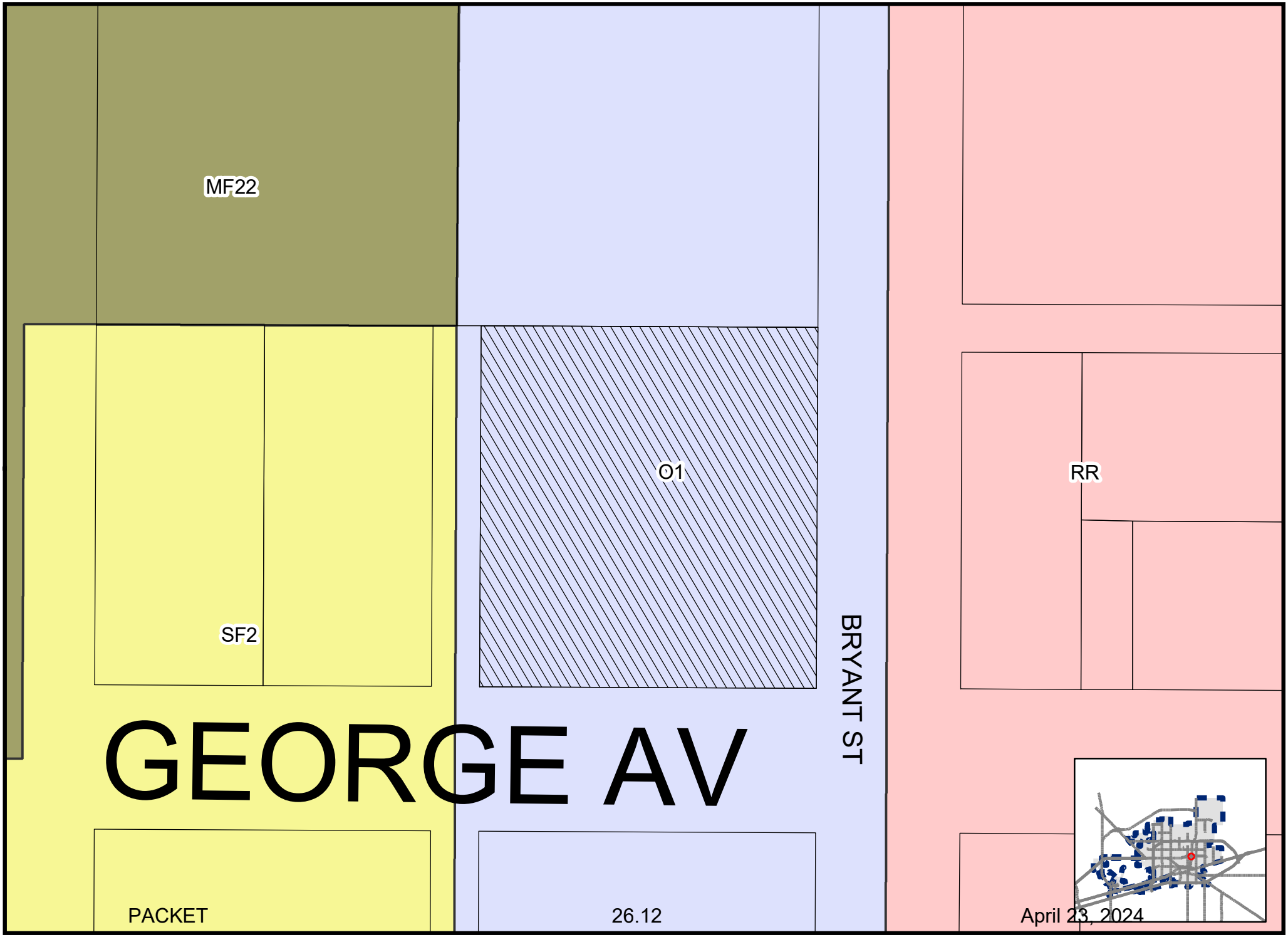

Map By AM, 2/8/2024

Z-24-0362

Scale: 1" = 75'

ZONING MAP

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406

City Council Meeting

Item Number: 27

Meeting Date: April 9, 2024, April 23, 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;

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

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 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

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,

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.

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

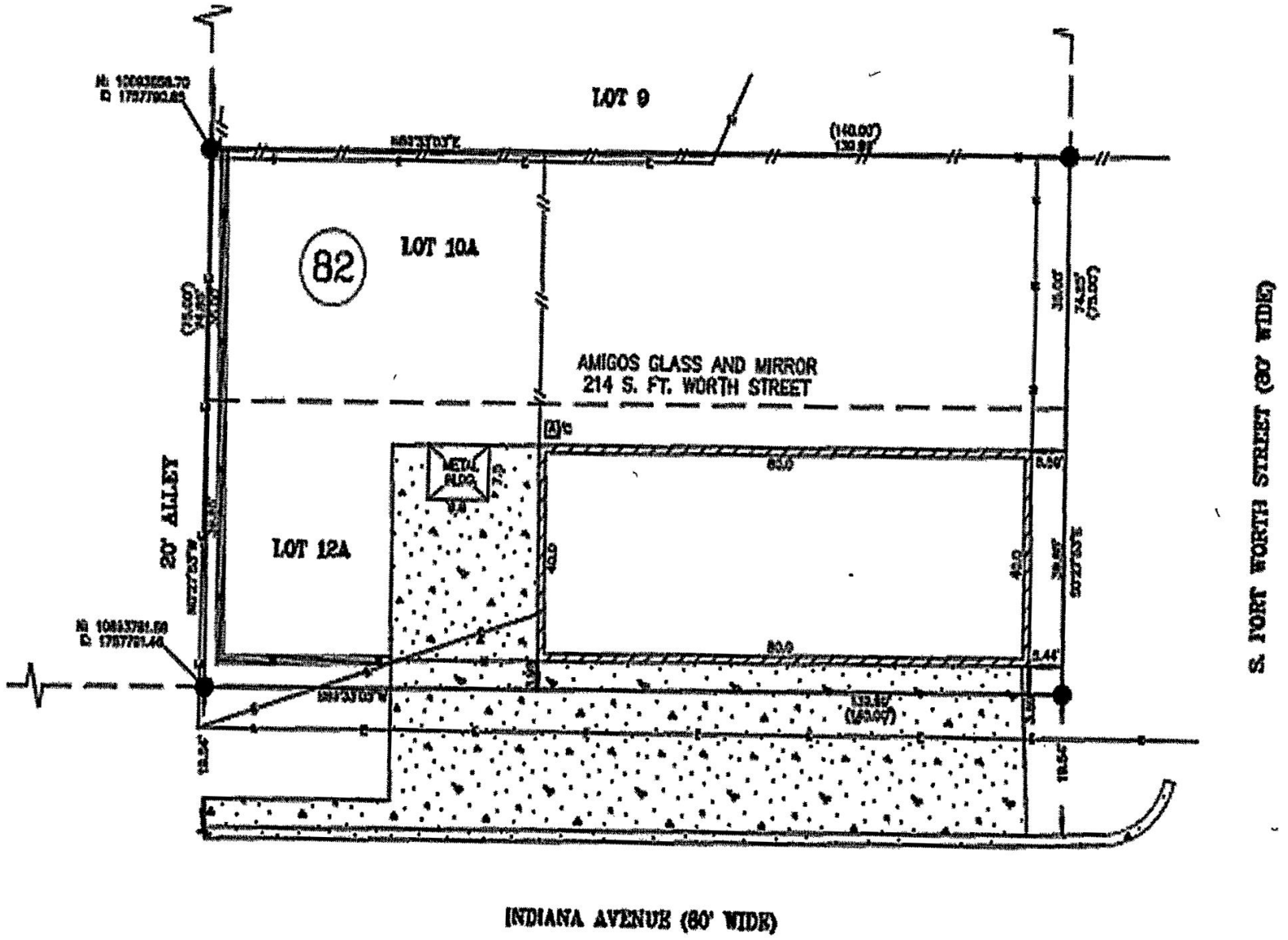
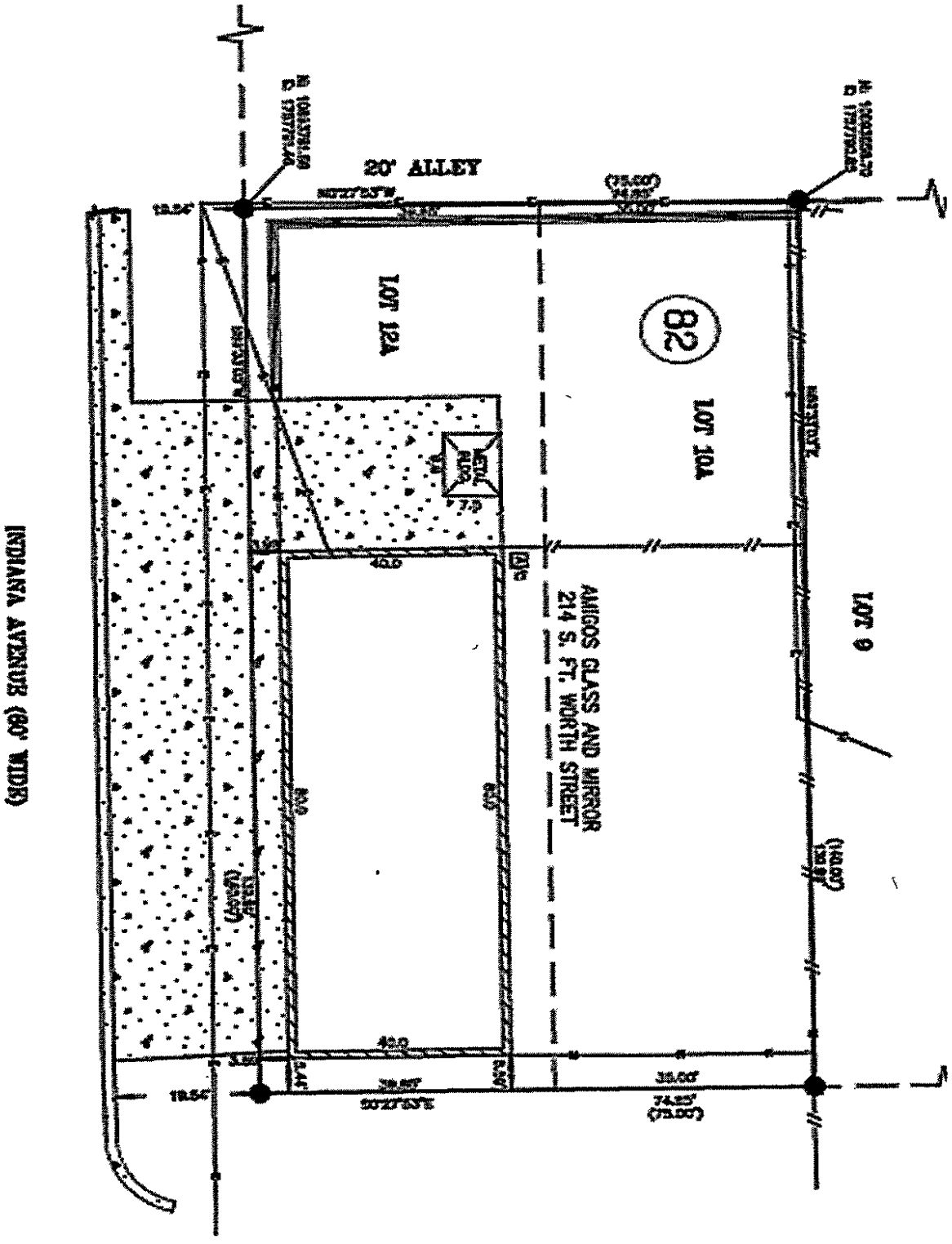

LOT 9
82
LOT 10A
AMIGOS GLASS AND MIRROR
214 S. FT. WORTH STREET
20' ALLEY
LOT 12A
METAL BLDG.
S. FORT WORTH STREET (80' WIDE)
INDIANA AVENUE (80' WIDE)

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

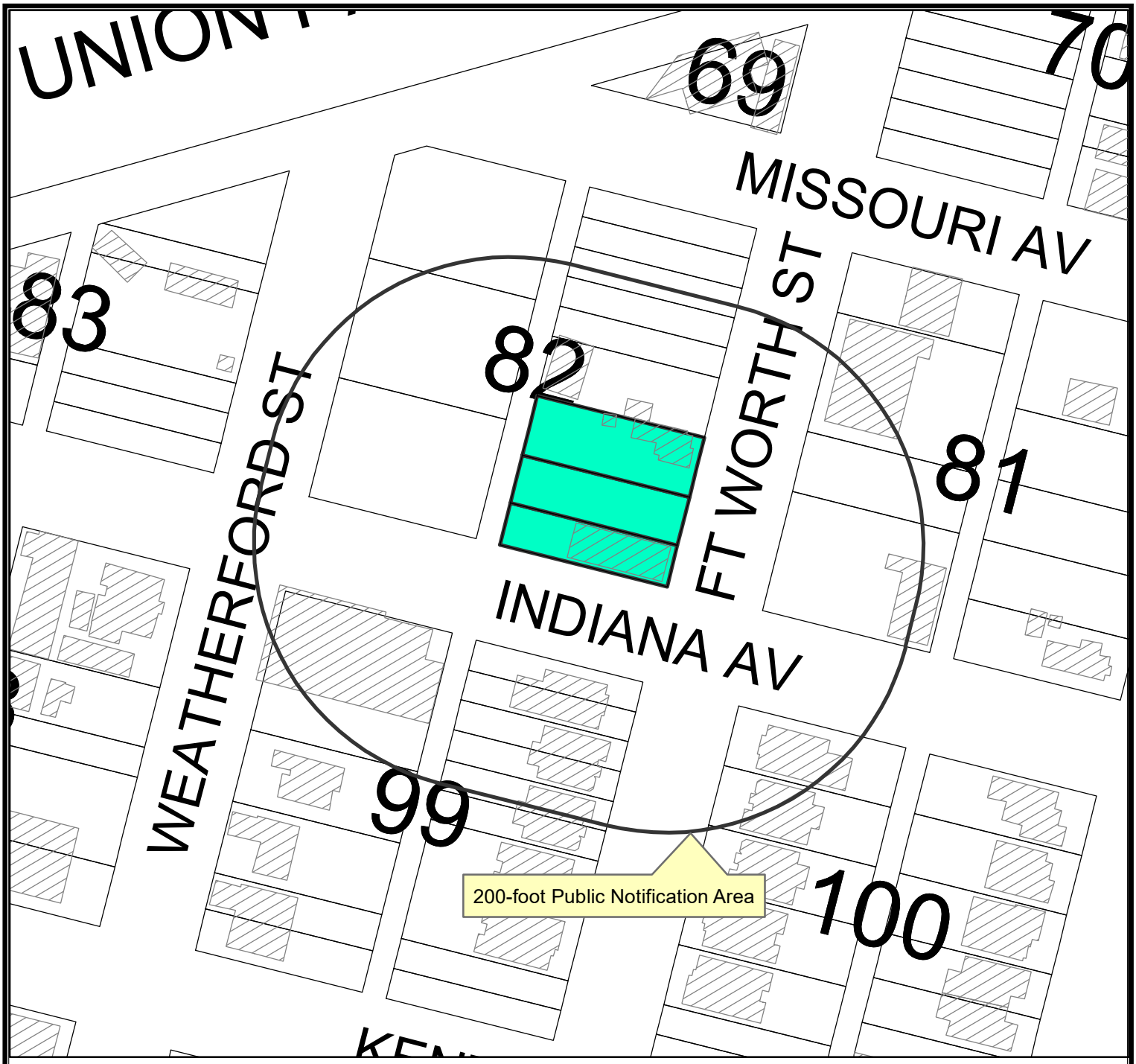
Carol Wells
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization
☐ Dimensioned Site Plan
☑ Application Fee
☐ Plans in Digital Format (PDF/JPEG)
Check # 5811

Received By: DG
Date: RECEIVED MAR 06 2024

****Application will not be considered for scheduling until reviewed by a planner.****



Location Map

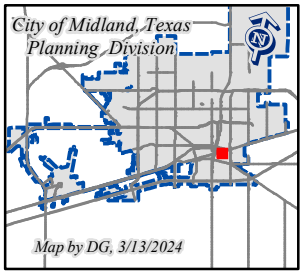
E-24-0120 **Scale: 1" = 115'**

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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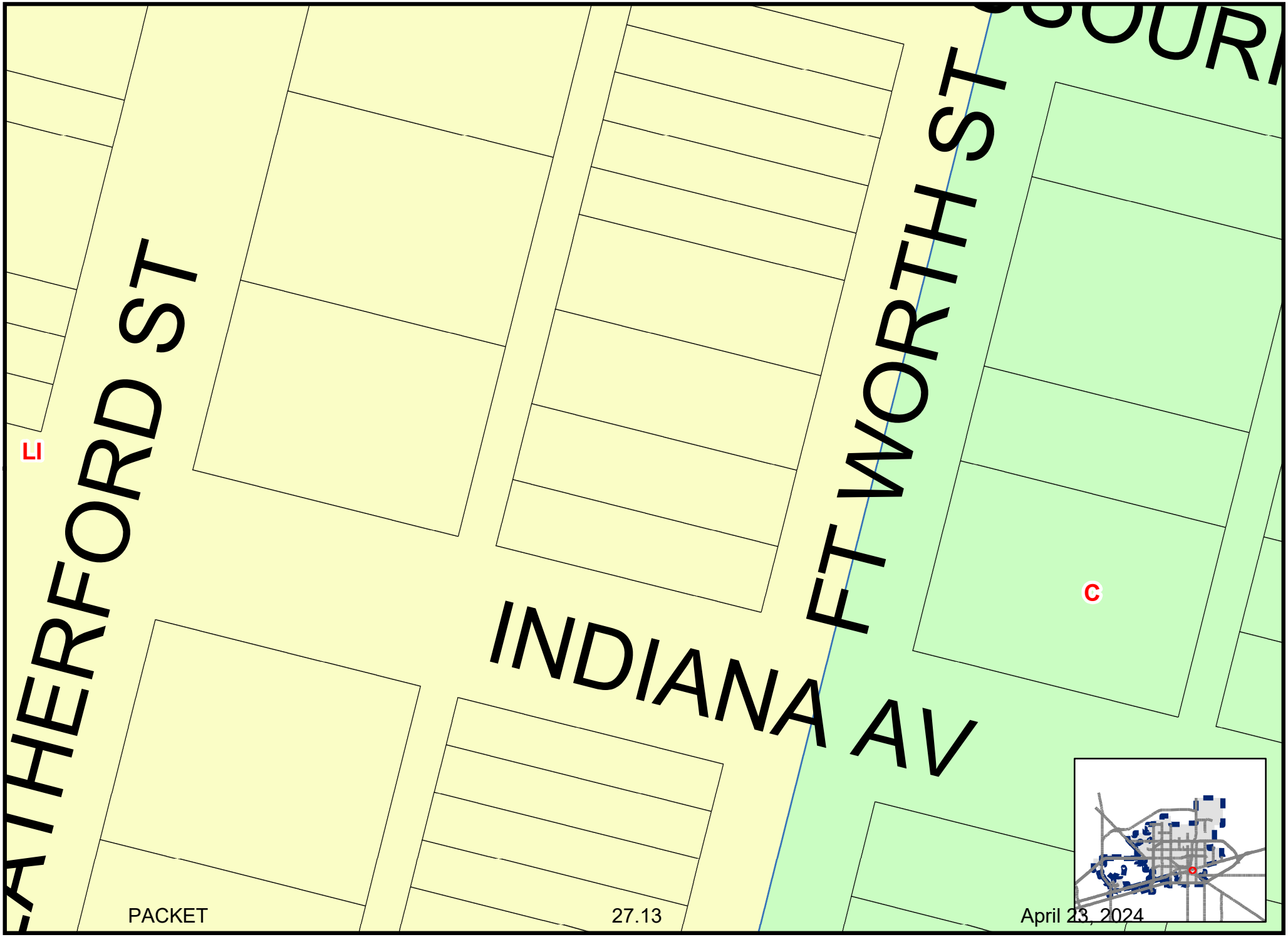
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By DG, 3/13/2024

E-24-0120

Scale: 1" = 50'

ZONING MAP

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City Council Meeting

Item Number: 28

Meeting Date: April 9, 2024, April 23, 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:

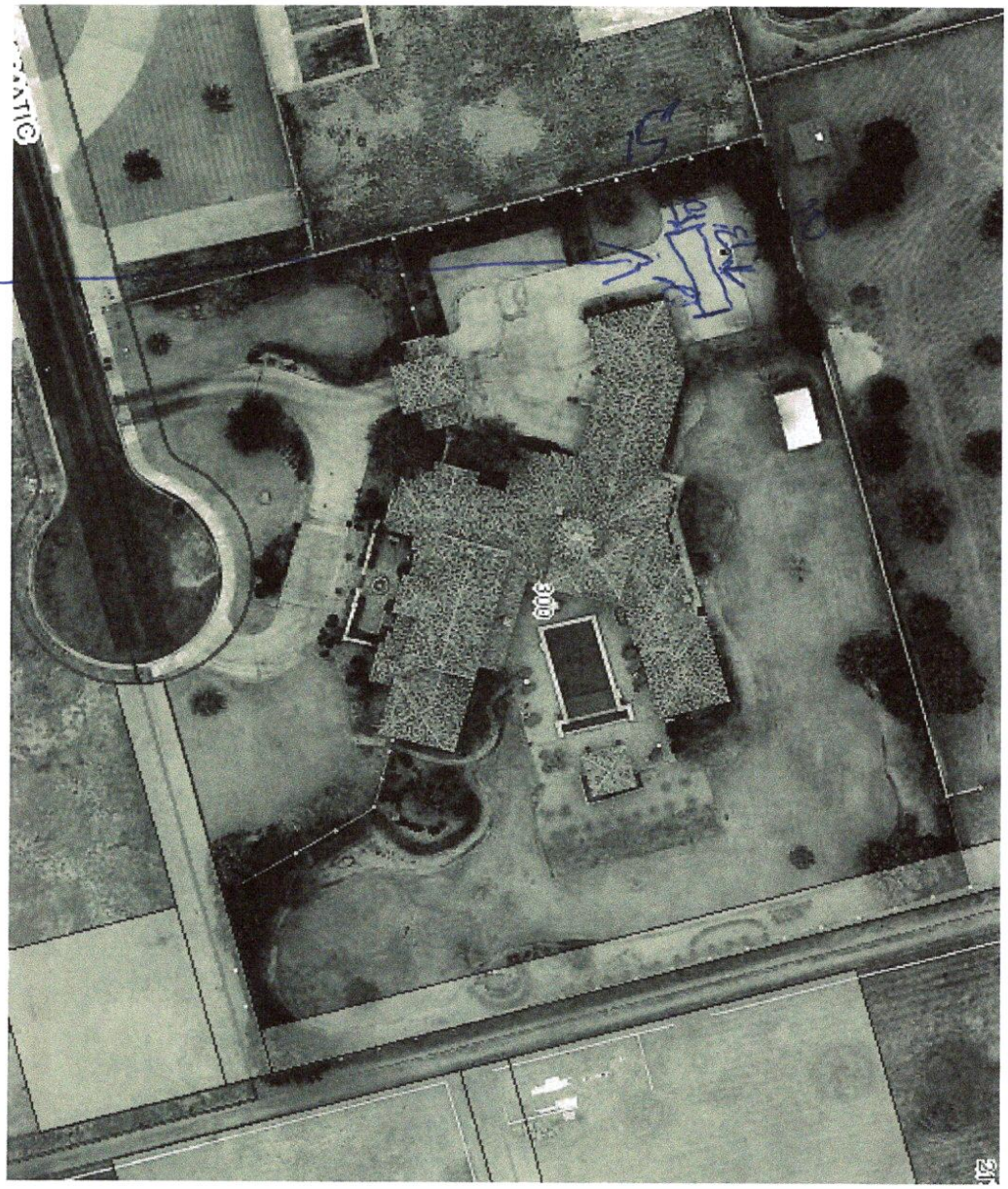
_____
John Ohnemiller, City Attorney

House 8400 sqft 300 charismatic Dr.
Shed 336 sq ft 3-
Poolhouse 225' "
Gatehouse 345' "
New addition 2160' "

Special Exception required

EXHIBIT "A"

New Building

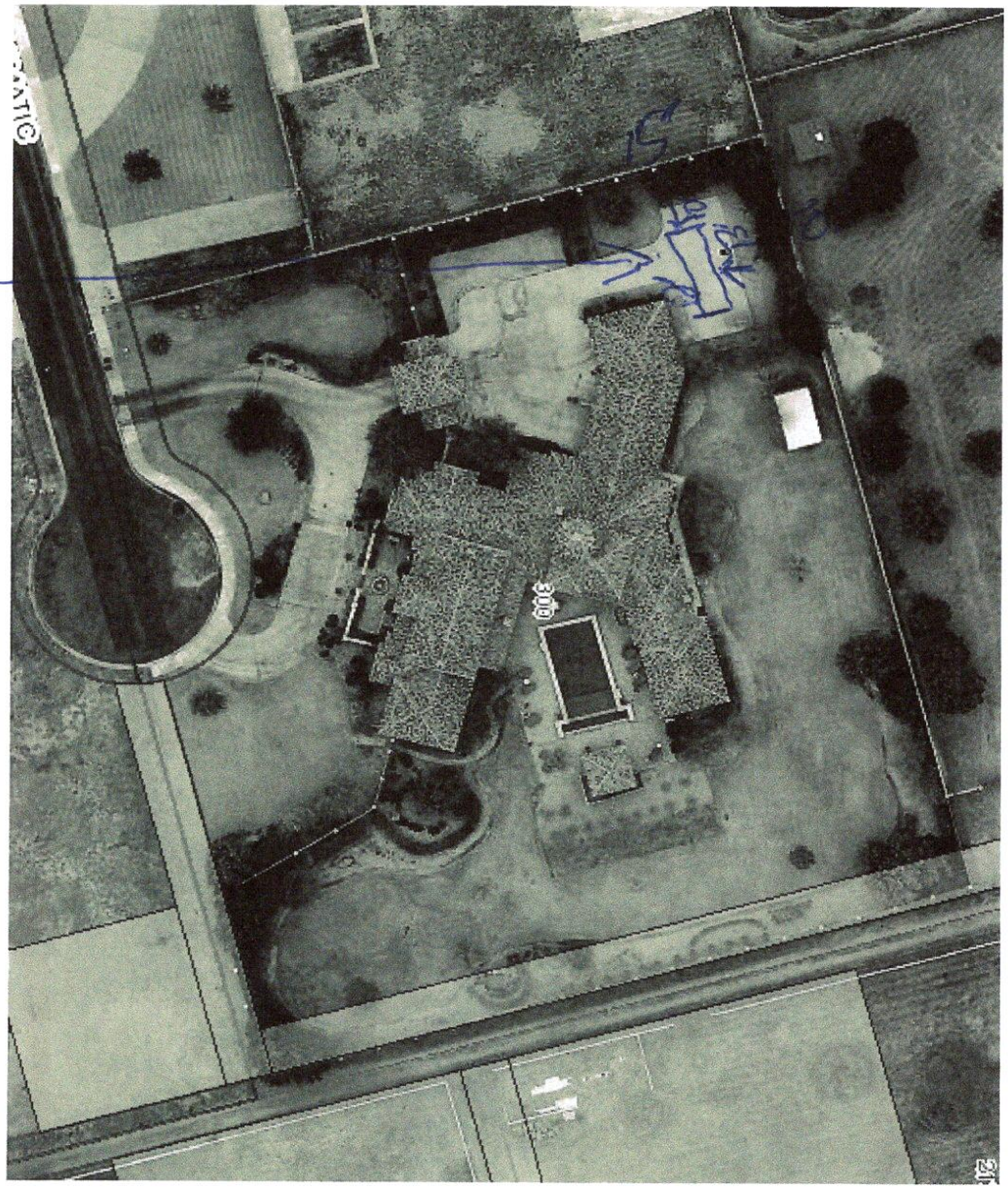


House 8400 sqft 300 Charismatic Dr.
Shed 336 sq ft
Poolhouse 225 "
Gatehouse 345 "
New addition 2160 "

3 -

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*)

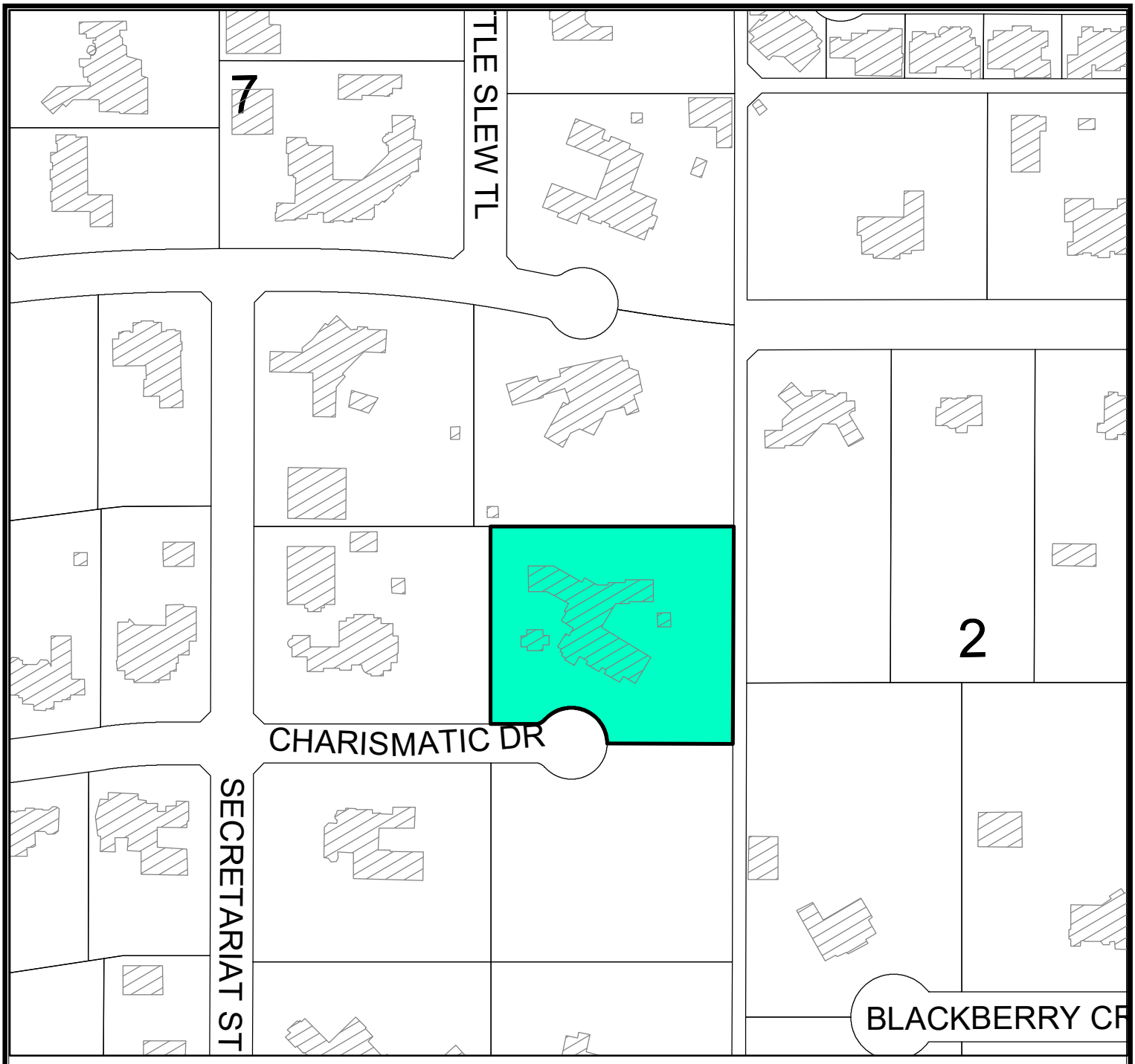
Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
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

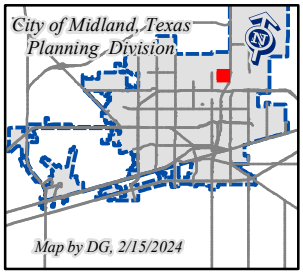
E-24-0116 **Scale: 1" = 200'**

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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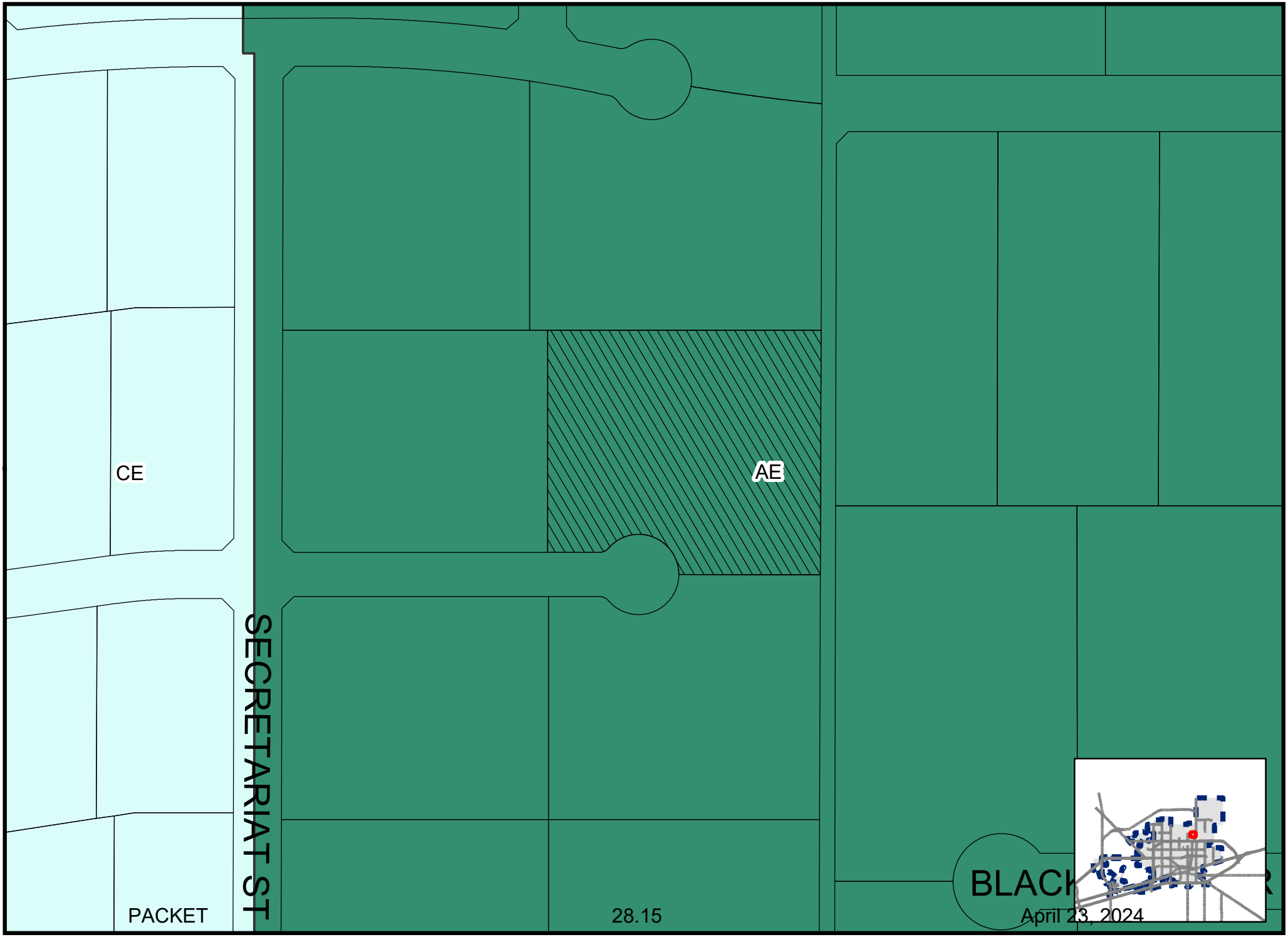

Map By AM, 2/26/2024

E-24-0116

Scale: 1" = 150'

ZONING MAP

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1

City Council Meeting

Item Number: 29

Meeting Date: April 9, 2024, April 23, 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

City Council Meeting

Item Number: 30

Meeting Date: April 23, 2024

To: City Council / City Manager

From: Daniel Humbert, Planner

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 6, BLOCK 4, QUAIL RUN ADDITION, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF BOBWHITE COURT AND BLUE QUAIL COURT), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK AND A REDUCED MINIMUM SIDE YARD SETBACK ON THE EAST SIDE OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, All American Construction on behalf of Melody J. Conner, is requesting a reduced minimum rear setback and a reduced minimum side yard setback on the east side of the property for an accessory building to build a storage shed against the rear fence at 3210 Blue Quail Court.

Discussion:

The property is zoned SF-3, Single-Family Dwelling District. Per Section 4.09 – Accessory Buildings and Uses, the minimum rear and side 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 rear yard setback to 0 feet and the side yard setback to 10 feet to allow for the construction of a storage shed, which would not meet the minimum requirement 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 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 rear and side yard setbacks.

Staff recommends denial of this request. However, should Council approve it, staff recommends that it be subject to conditions A and C.

Condition:

A. **That the rear yard setback on the Property shall be zero feet.**

B. **That the side yard setback on the Property shall be ten feet.**

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 April 15, 2024.

Attachments:

Site Plan (Exhibit A)
Application
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 6, BLOCK 4, QUAIL RUN ADDITION, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF BOBWHITE COURT AND BLUE QUAIL COURT), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK AND A REDUCED MINIMUM SIDE YARD SETBACK ON THE EAST SIDE OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning 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 6, Block 4, Quail Run Addition, Section 1, City and County of Midland, Texas (the "Property"). Said special exception shall allow a reduced minimum rear yard setback and a reduced minimum side yard setback on the east side of the Property.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum rear yard setback shall be zero feet (0').

B. That the minimum side yard setback on the east side of the Property shall be ten feet (10').

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

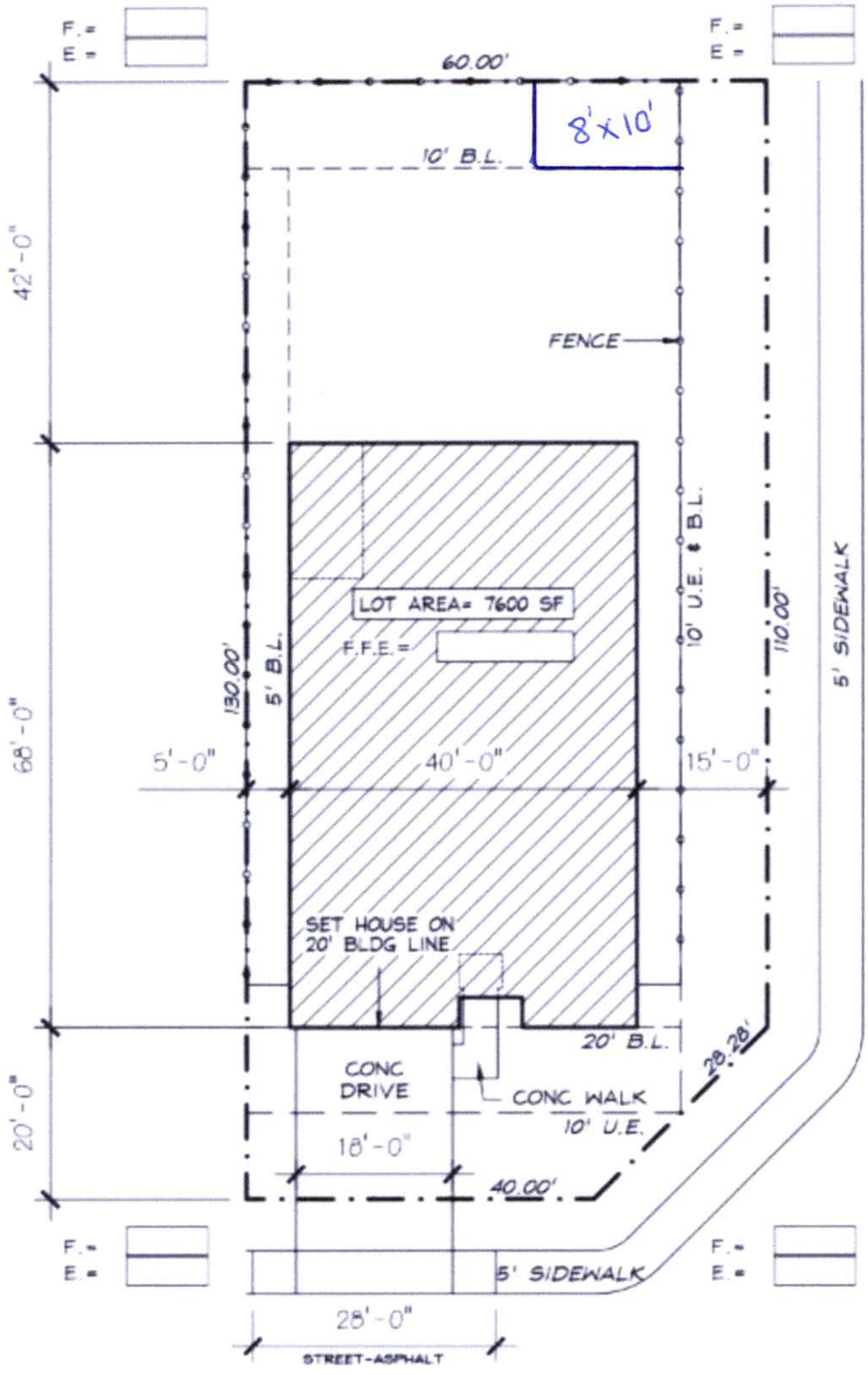
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



BOB WHITE ROAD

JOB NO. 231626	SUBDV QUAIL RUN SECTION 1
DATE 5/17/23	ADDRESS 3210 BLUE QUAIL COURT
	LOT 6
	BLOCK 4
	CITY MIDLAND
	COUNTY MIDLAND STATE TEXAS
	NAME
	PLAN 2110 CROWNPOINT "A" LH
DRAWN BY: Amy	

FLATWORK (SF)	
CITY	819
APPROACH	248
DRIVE	360
WALK	43
FENCE (LF)	270
LS/SOD	4502
LOT COVERAGE	35%

5/17/23

REGISTERED ARCHITECT TERRY G. HAWKINS 3649 STATE OF TEXAS

3210 BLUE QUAIL COURT

PLOT PLAN 1"=20.0'

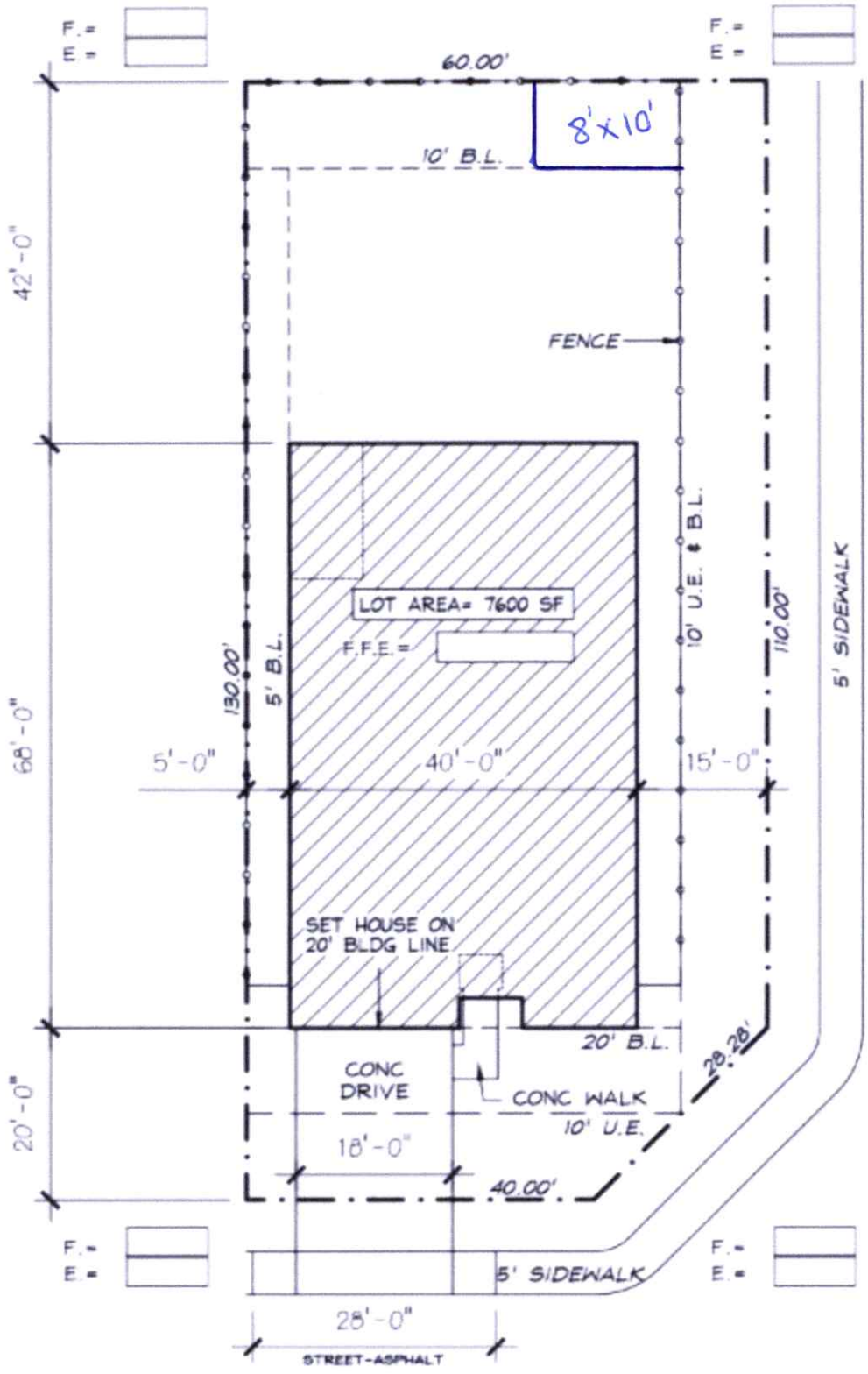
NOTE: ALL LOT DIMENSIONS, SETBACKS, AND EASEMENTS TO BE VERIFIED BY CITY FOR PERMIT PRIOR TO CONSTRUCTION.

UNLESS OTHERWISE NOTED, FLATWORK CALCULATIONS ASSUME:
4'0" LEAD WALK
18'0" WIDE CONCRETE DRIVE TO GARAGE
FRONT APPROACH - ASSUME 5'0" CURB RADIUS
REAR APPROACH - ASSUME 2'0" FLARE
11'0" PROPERTY LINE TO CURB
PATIOS AND PORCHES NOT IN FLATWORK CALCULATIONS

N

No. 10 DESIGN GROUP
2141 N. WALNUT CREEK DRIVE MANSFIELD TEXAS 76063

5/16/2023 - Amy
P:\Jobs\23DRAWINGS\231626.dwg



BOB WHITE ROAD

FLATWORK (SF)	
CITY	819
APPROACH	248
DRIVE	360
WALK	43
FENCE (LF)	270
LS/SOD	4502
LOT COVERAGE	35%
JOB NO	231626
DATE	5/17/23
SUBDIV	QUAIL RUN SECTION 1
ADDRESS	3210 BLUE QUAIL COURT
LOT	6
BLOCK	4
CITY	MIDLAND
COUNTY	MIDLAND
STATE	TEXAS
NAME	
PLAN	2110 CROWNPOINT "A" LH
DRAWN BY:	Amy

REGISTERED ARCHITECT
TERRY G. HAWKINS
3649
STATE OF TEXAS

5/17/23

3210 BLUE QUAIL COURT

PLOT PLAN 1"=20.0'

NOTE: ALL LOT DIMENSIONS, SETBACKS, AND EASEMENTS TO BE VERIFIED BY CITY FOR PERMIT PRIOR TO CONSTRUCTION.

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REAR APPROACH - ASSUME 2'0" FLARE
11'0" PROPERTY LINE TO CURB
PATIOS AND PORCHES NOT IN FLATWORK CALCULATIONS

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No. 10 DESIGN GROUP
2MN. MAUNT GREEK DRIVE MANSFIELD TEXAS 76063

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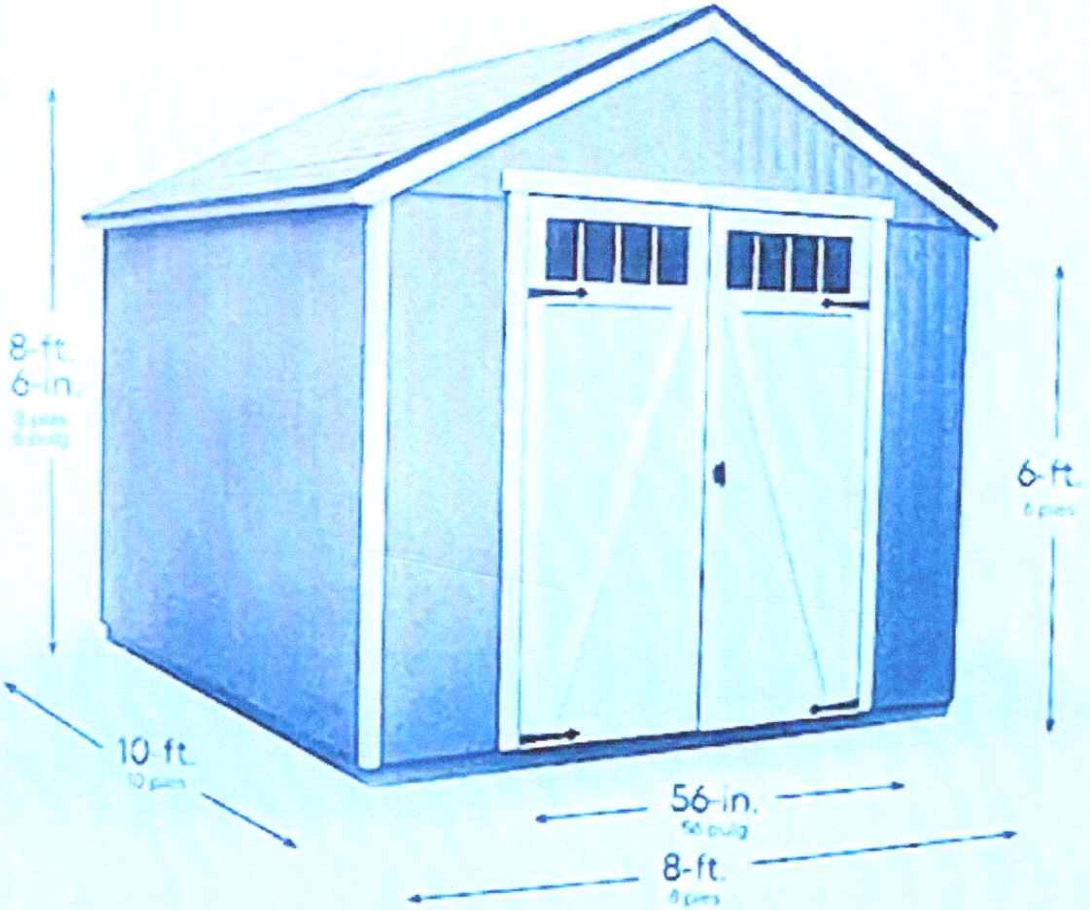

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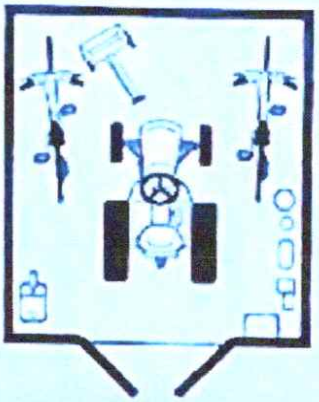


10 yr
Limited material warranty

Maximum strength

MIDLAND
Planning Division

Special Exception Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Melody J Conner		Phone (512) 466-9690 Email MCONNER630@GMAIL.COM	
Address 3210 Blue Quail Ct	City Midland	State TX	Zip 79705

Property Owner Printed Name: Melody J Conner		Phone ( ) Email SAME AS ABOVE	
Address 3210 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: 3210 Blue Quail Ct, Midland, TX

Legal Description
Lot: 6 Block: 4 Subdivision: Quail Run Sect 1

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
Do not want 10ft 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): Melody J. Conner	Date: 2/12/24
Applicant (printed): MELODY J. CONNER	
Property Owner (signature): Melody J. Conner	Date: 2/12/24
Property Owner (printed): MELODY J. CONNER	

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 Melody Conner, 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, 20 24, to certify which witness my hand and seal of office.

NOTARY PUBLIC
Irais Valdez
My Commission Expires
1/25/2026
Notary ID
133552500

2/16/24

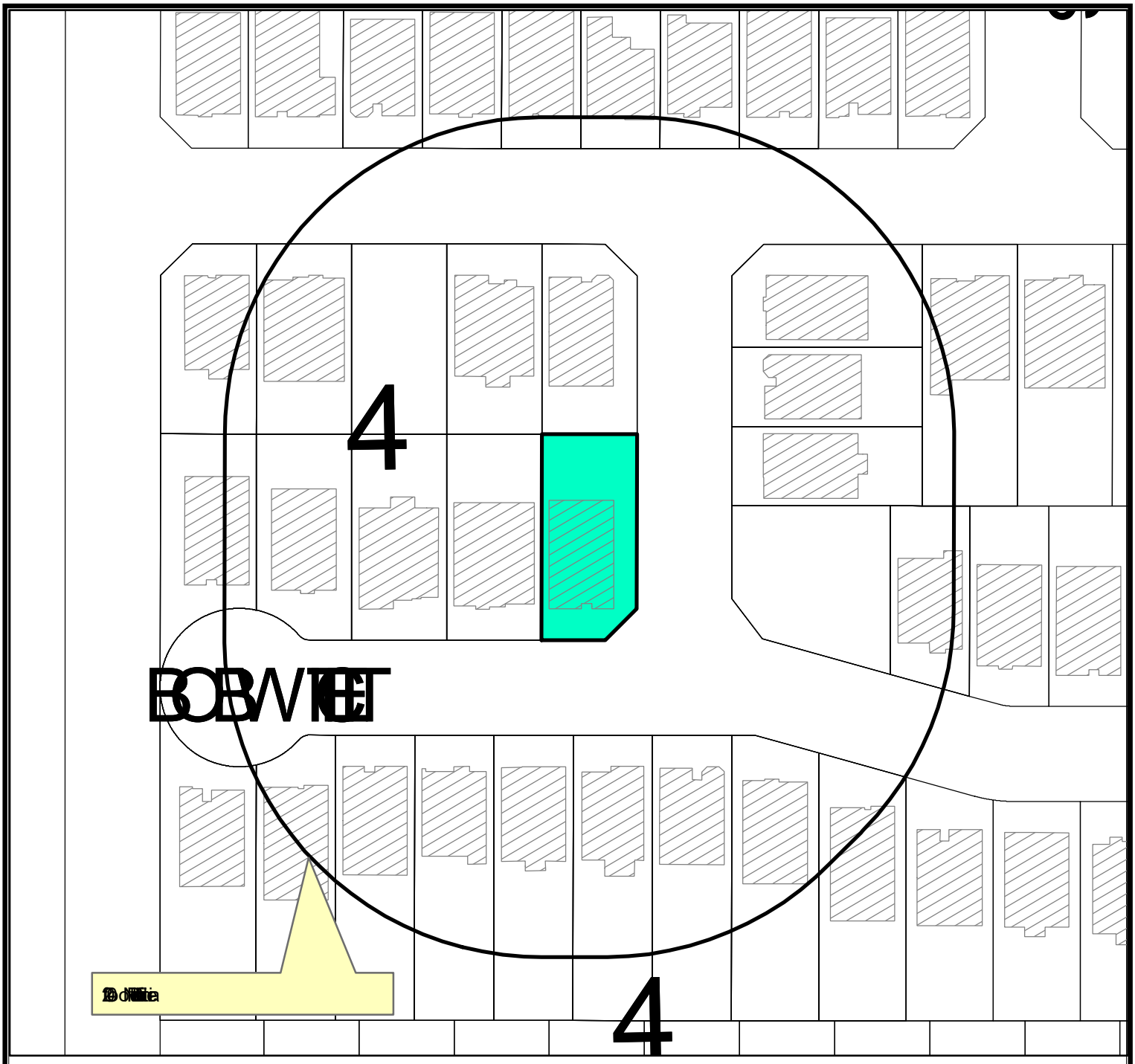
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

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
BY:

****Application will not be considered for scheduling until reviewed by a planner.****



Location Map

E-24-0117

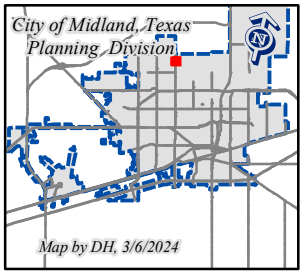
Scale: 1" = 90.07'

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 an accessory building on Lot 6, Block 4, Quail Run, Section 1, City and County of Midland, Texas.

Generally located northwest of the intersection of Bobwhite Court and Blue Quail Court.
(Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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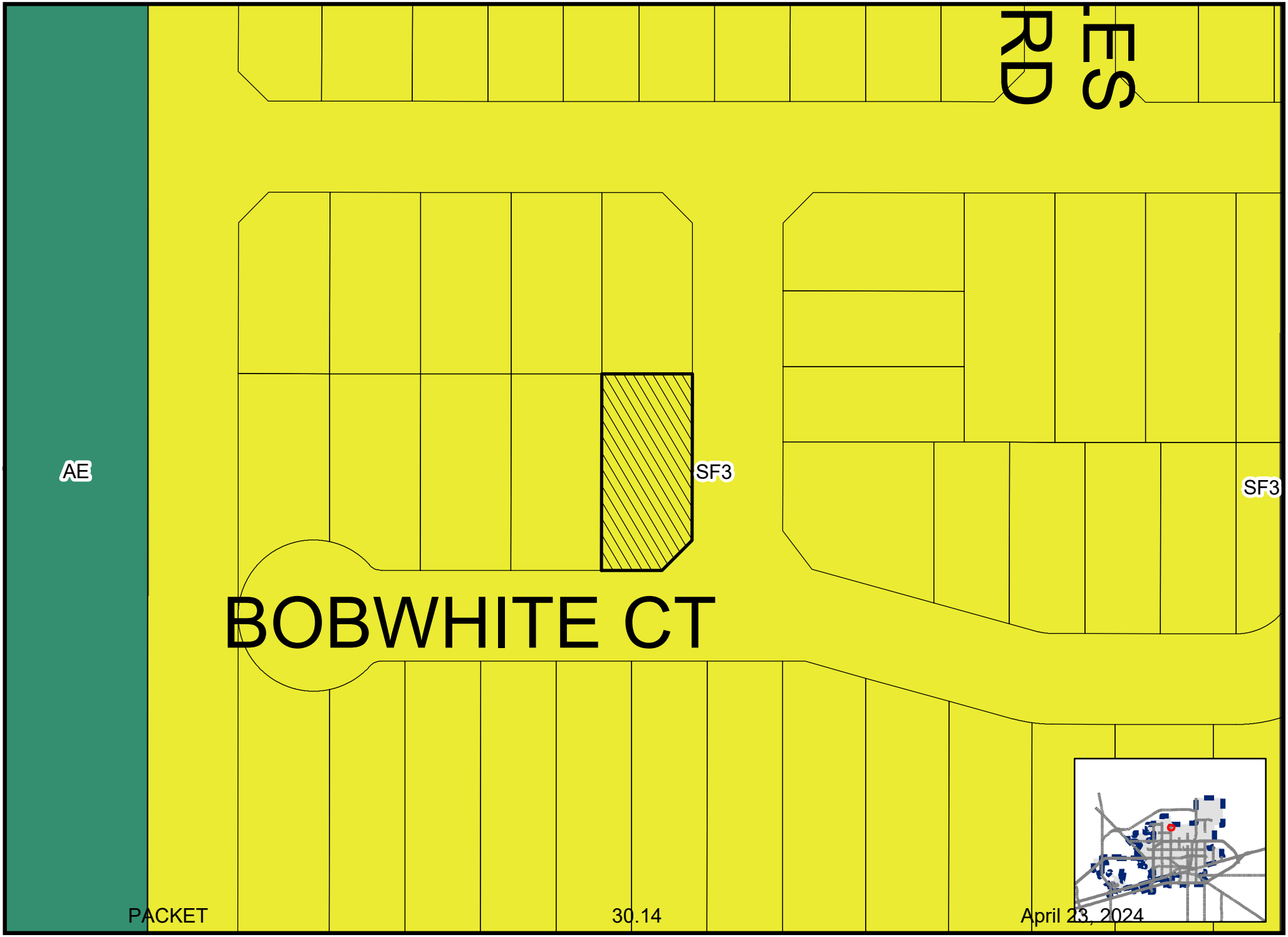


Map By DH, 3/7/2024

E-24-0117

Scale: 1" = 79.64'

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.

4
BOBWHITE CT

1600

City Council Meeting

Item Number: 31

Meeting Date: April 23, 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 LOT 5, BLOCK 25, GREENWOOD ADDITION, THIRD, FOURTH AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH STONEWALL STREET, APPROXIMATELY 60 FEET NORTH OF EAST NEW YORK AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

Amador Urquidi is requesting a Zone Change from C, Commercial District to SF-3, Single Family Dwelling District to build a single-family home at 508 S. Stonewall Street.

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:

C, Commercial District

Surrounding Zoning and Land Use:

The surrounding lots to the north, east and south are zoned C, Commercial District and are developed with single-family homes. The lot to the west is zoned MF-22, Multiple-Family Dwelling District and is currently undeveloped.

Analysis:

The subject property is zoned C, Commercial District. Amador Urquidi is seeking this zone change in in order to construct a single-family home.

The lot is currently vacant but is located in a residential neighborhood that is developed with single-family housing. This single-family neighborhood is comprised of uniform lots that fit the SF-3, Single-Family Dwelling District dimension requirements. The lot does meet the requirements for the SF-3, Single-Family Dwelling District zoning.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3; The Tall City Tomorrow Plan designated this area as U-M NC, Urban-Medium Neighborhood Center. 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 comments or objections.

Oil and Gas: (Approved)

No Oil and Gas issues.

Engineering: (Approved with Conditions)

No objection. [For Applicant’s Information Only.]

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.

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:

No additional comments.

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 C, Commercial District.**

Letters of Objection:

As of April 15, 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 LOT 5, BLOCK 25, GREENWOOD ADDITION, THIRD, FOURTH AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH STONEWALL STREET, APPROXIMATELY 60 FEET NORTH OF EAST NEW YORK AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 5, Block 25, Greenwood Addition, Third, Fourth and Fifth Sections, City and County of Midland, Texas (the "Property") to SF-3, Single-Family Dwelling District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from C, Commercial District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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

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: Amador Urquidi
Phone (432) 770-1398
Email amadorurquidi@Yahoo.com
Address 7118 ECR 112 | City Midland | State Tx | Zip 79706

Property Owner
Printed Name: Amador Urquidi
Phone (432) 770-1398
Email amadorurquidi@Yahoo.com
Address 7118 ECR 112 | City Midland | State Tx | Zip 79706

Representative *(if different from Applicant or Property Owner)*
Firm: _____
Printed Name:
Phone ( )
Email
Address | City | State | Zip

Street Address: 508 S. STonewall Midland Tx

Legal Description
Lot: 5 Block: 25 Subdivision: Greenwood Addition

Current Zoning: C Comercial District
Proposed Zone: SF3 single Family Dwelling District
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Want to build a new House

Present Use of Property: Vacant Lot

Proposed Use of Property: To build New Home

How would this zone change affect the public health, safety and welfare? N/A

Describe how conditions affecting the property have changed since present zoning designation: Its All Homes around but Zoned comercial

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): Amador Urquidi	Date: 2-26-2024
Applicant (printed): Amador Urquidi	
Property Owner (signature): Amador Urquidi	Date: 2-26-2024
Property Owner (printed) : Amador Urquidi	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

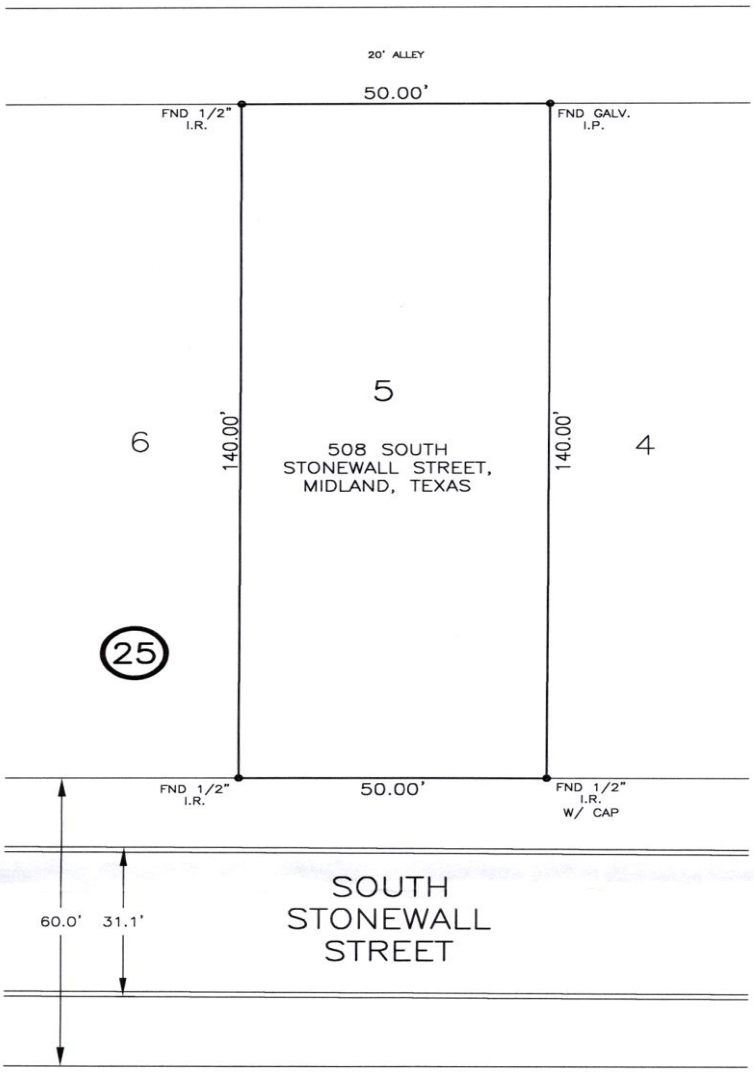
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 5034	
Received By:	Date: MAR 06 2024

RECEIVED
DH

****Application will not be considered for scheduling until reviewed by a planner.****



PLAT
OF
LOT 5, BLOCK 25, GREENWOOD ADDITION, THIRD FOURTH AND FIFTH SECTION AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

30 0 30 60 90 Feet

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT NOR WAS THIS PARCEL ABSTRACTED FOR EASEMENTS OF RECORD AND/OR RIGHTS OF WAY. BRADSHAW AND ASSOCIATES, INC. (FIRM # 10122900/10122901) AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR. MAKE NO GUARANTEES OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREIN PERTAINING TO EASEMENTS, RESERVATIONS, SET-BACK LINES, AGREEMENTS, RIGHTS-OF-WAY OR OTHER SIMILAR MATTERS OTHER THAN THOSE SHOWN UPON THIS SURVEY. THE UNDERSIGNED SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR ANY TITLES, DEEDS, RESERVATIONS, EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS OR OTHER SIMILAR MATTERS, OTHER THAN WHAT IS READILY IDENTIFIABLE THROUGH THE COUNTY GIS MAPS, RAILROAD COMMISSION GIS MAPS, AND GENERAL LAND OFFICE GIS MAPS. THE USE OF THESE GIS MAPS IS BY NO MEANS TO BE CONSTRUED AS A PROPER OR THOROUGH INVESTIGATION OF THE PUBLIC RECORDS, AS WOULD BE ACCOMPLISHED BY AN ABSTRACT OF TITLE, AND/OR OPINION OF TITLE BY AN ATTORNEY AT LAW.

BRADSHAW AND ASSOCIATES, INC (FIRM # 10122900/10122901) AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR ALSO MAKE NO REPRESENTATION AS TO THE STATUS OF TITLE TO THE PROPERTY DESCRIBED HEREIN..

SURVEY PLAT FOR: AMADOR URGUIDI

THIS SURVEY PLAT IS PROVIDED SOLELY FOR THIS TRANSACTION

PLAT IS COPYRIGHTED AND SHALL NOT BE USED FOR ANY OTHER TRANSACTION.

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE EASEMENTS OR RIGHTS OF WAY, EXCEPT AS SHOWN HEREON, AND THIS SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY AS SHOWN.

REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS REGISTERED ROBERT D. BRADSHAW 5507 PROFESSIONAL LAND SURVEYOR

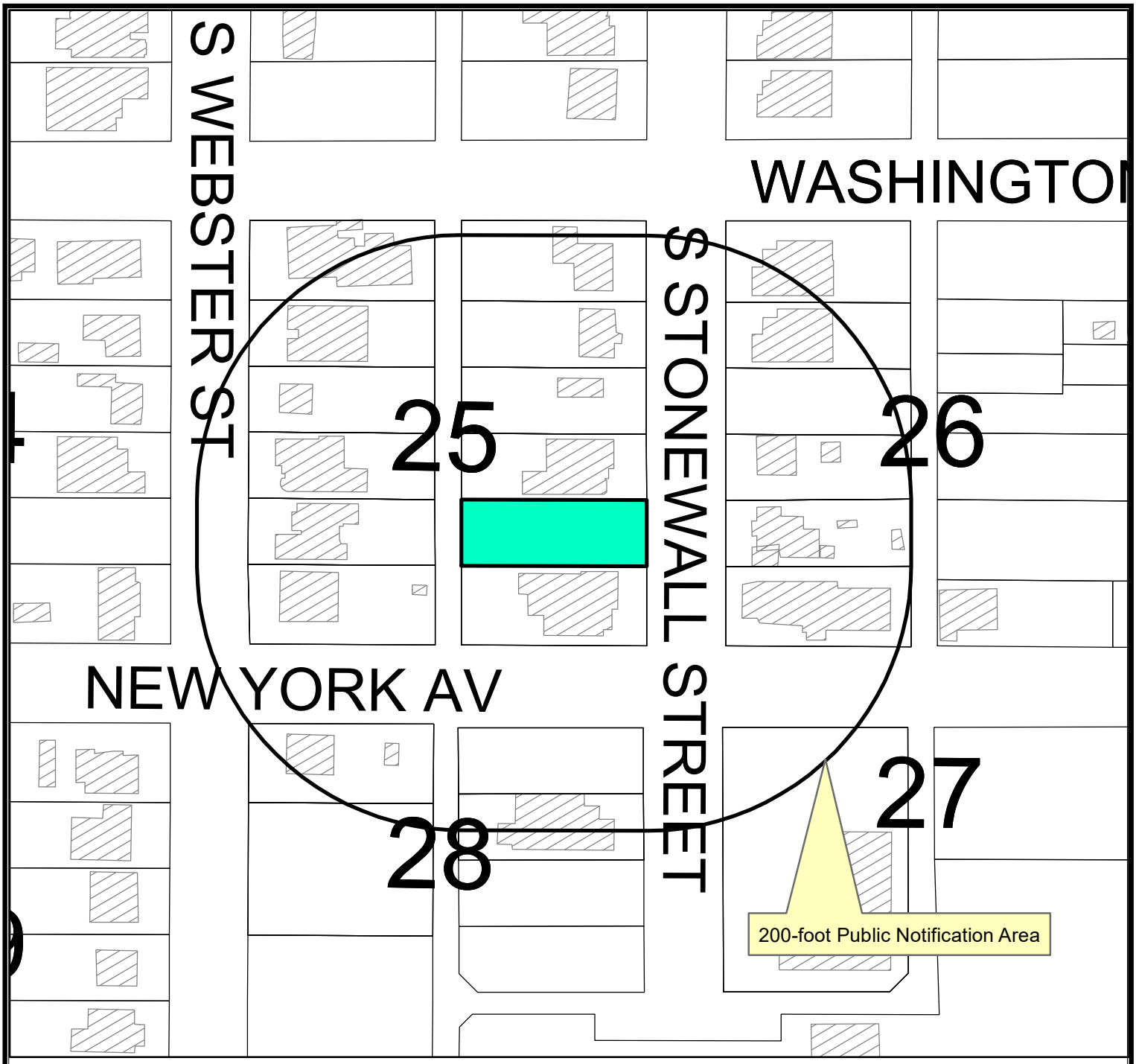
FILED IN CABINET B, PAGE 56, PLAT RECORDS, MIDLAND COUNTY, TEXAS.

THIS PROPERTY LIES WITHIN ZONE "X" AS SHOWN BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FEDERAL INSURANCE ADMINISTRATION MAP COMMUNITY PANEL 48329C0206 F. DATED SEPTEMBER 16, 2005. THE SURVEYOR MAKES NO GUARANTEES AS TO THE ACCURACY OF THIS INFORMATION; THE LOCAL FEMA FLOOD PLAIN ADMINISTRATOR SHOULD BE CONTACTED FOR VERIFICATION

Stored: 24011096

BRADSHAW AND ASSOCIATES, INC.
CONSULTING ENGINEERS
REGISTERED PROFESSIONAL LAND SURVEYORS
FIRM # 10122900/10122901
4400 N. BIG SPRING SUITE A-8
MIDLAND, TEXAS 79705
(432) 682-4400 FAX (432)682-7997

	Drawn	Chkd	Surveyed
By	WET	RDB	MP/AD
Date	01-24-2024	01-25-2024	01-23-2024



Location Map

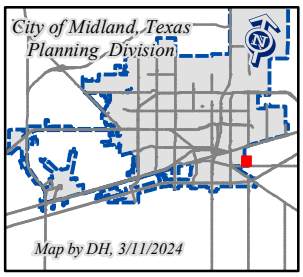
Z-24-0363 **Scale: 1" = 108'**

Consider a request by Amador Urquidi for a zone change from C, Commercial District to SF-3, Single Family Dwelling District on Lot 5, Block 25, Greenwood Addition, Third, Fourth and Fifth Sections, City and County of Midland, Texas.

Generally located west of South Stonewall Street, approximately 60 feet north of E. New York Avenue. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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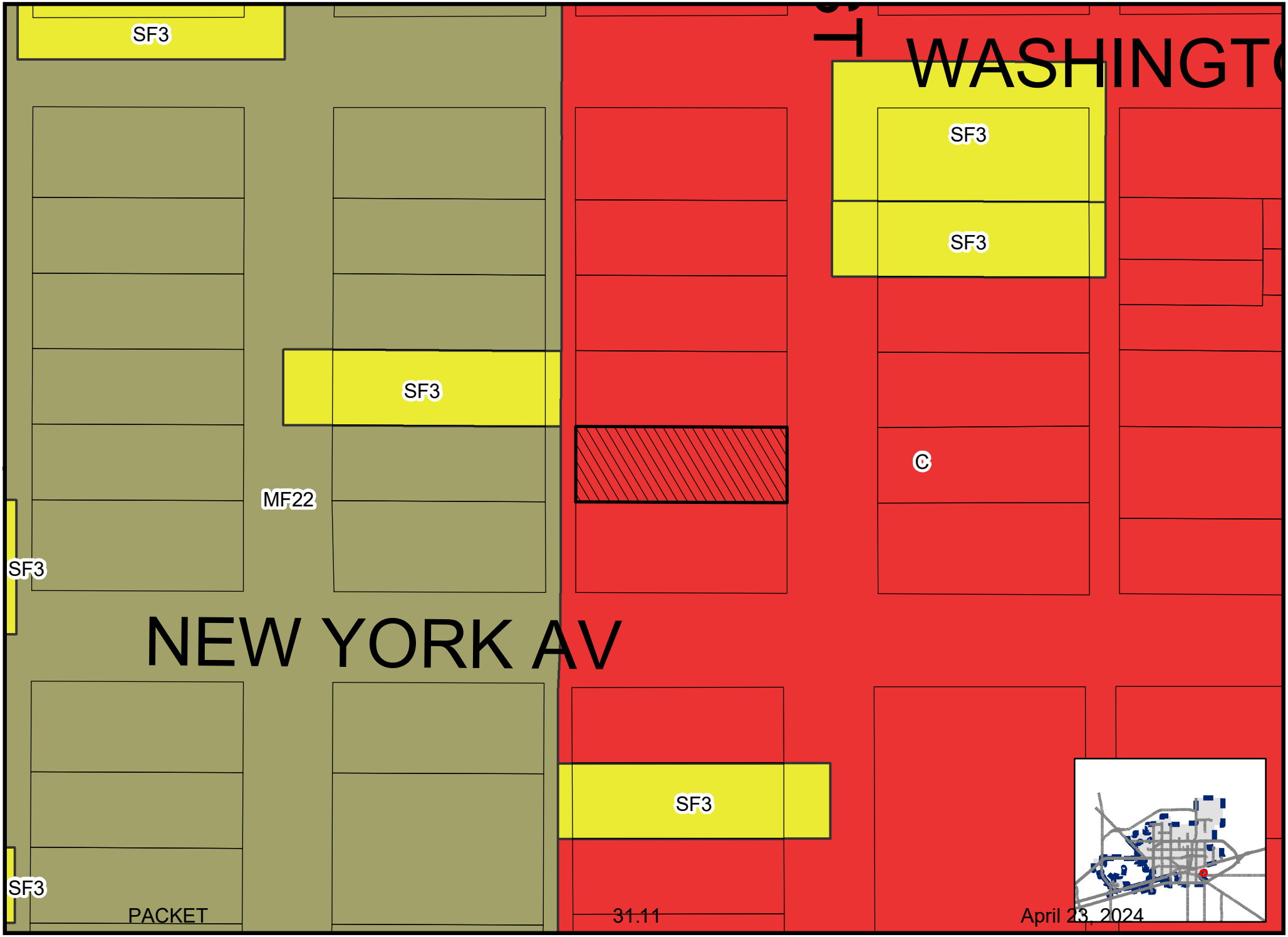
April 23, 2024



Map By DH, 3/11/2024

Z-24-0363

Scale: 1" = 79.64'

ZONING MAP

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25
YORK AV

PUBLIC NOTICE
PLANNING & ZONING HEARING
CITY HALL CHAMBERS
FROM
TO
FOR MORE INFORMATION
CALL 685-7400

City Council Meeting

Item Number: 32

Meeting Date: April 23, 2024

To: City Council / City Manager

From: Landon Ochoa, Senior Planner

Subject: **AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOTS 11 AND 12, BLOCK 8, FAIRWAY PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF MILLER COURT, APPROXIMATELY 338 FEET EAST OF TREVINO STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE PROPERTY, A REDUCED MINIMUM REAR YARD SETBACK, AND A REDUCED MINIMUM SEPARATION BETWEEN AN ACCESSORY BUILDING AND THE PRINCIPAL BUILDING; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Purpose:

Logan Shipman, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 4.09 – *Residential Accessory Buildings and Uses,* to allow for a nonconforming carport that has been constructed without a permit at 407 Miller Court.

Recommended City Council Action:

No Action

Fiscal Impact:

No City funds are required to process this request.

Strategic Priority:

Quality of Life and Place

Discussion:

The applicant is requesting these exceptions to the zoning code to allow for a carport which has already been constructed on the property without a permit. Per the applicant, the carport was constructed about two years ago. He is currently not able to obtain his permit due to the structure encroaching on the setbacks established by Section 4.09 of the Current Zoning Ordinance. As shown in the Site Plan (Exhibit A), the carport is currently three feet and eight inches (3'8") from the west property line, two feet and 8 inches (2'8") from the rear property line, and two feet (2') away from the house. The property is 15,899 square feet. According to Table 5: Residential Accessory Building Requirements, a property of this size has a side and rear setback of five feet and must maintain a 10-foot separation from the principal building. Therefore, the structure is currently not in compliance with the Accessory Buildings and Uses regulations.

The proposed home workshop on the site plan meets the required setbacks for an accessory building and therefore does not need a special exception.

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 objections. [For the Applicant's information only.]

Code Compliance: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Planning (Denied):

There is no hardship that would warrant this request. Additionally, the property already has a garage large enough for two vehicles.

Staff recommends that the Council not make a motion on this request, however, should it be approved, staff recommends that it be subject to conditions A through D.

Condition:

A. That the minimum side yard setback on the west side of the Property shall be three feet eight inches (3' 8").

B. That the minimum rear yard setback shall be two feet eight inches (2' 8").

C. That the minimum separation between the building identified as "Carport" (the "Carport") in Exhibit "A", which is attached hereto and incorporated herein, and the building identified as "Garage" and "House" (collectively, the "Principal Building") in Exhibit "A", shall be two feet (2').

D. That the reduced minimum setbacks and reduced minimum building separation granted by this ordinance shall not apply to any building on the property except the Carport. The location of the Carport and the location of the Principal Building, relative to the Carport, shall significantly conform to Exhibit "A".

Letters of Objection:

As of April 8, 2024, staff has not received any letters of objection.

Attachments:

Site Plan (Exhibit A)
Application
Maps
Aerial
Photo

Josie E. Ort

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOTS 11 AND 12, BLOCK 8, FAIRWAY PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF MILLER COURT, APPROXIMATELY 338 FEET EAST OF TREVINO STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE PROPERTY, A REDUCED MINIMUM REAR YARD SETBACK, AND A REDUCED MINIMUM SEPARATION BETWEEN AN ACCESSORY BUILDING AND THE PRINCIPAL BUILDING; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as Lots 11 and 12, Block 8, Fairway Park Addition, City and County of Midland, Texas (the "Property"). Said special exception shall allow a reduced minimum side yard setback on the west side of the Property, a reduced minimum rear yard setback, and a reduced minimum separation between an accessory building and the principal building.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum side yard setback on the west side of the Property shall be three feet eight inches (3' 8").

B. That the minimum rear yard setback shall be two feet eight inches (2' 8").

C. That the minimum separation between the building identified as "Carport" (the "Carport") in Exhibit "A", which is attached hereto and incorporated herein, and the building identified as "Garage" and "House" (collectively, the "Principal Building") in Exhibit "A", shall be two feet (2').

D. That the reduced minimum setbacks and reduced minimum building separation granted by this ordinance shall not apply to any building on the property except the Carport. The location of the Carport and the location of the Principal Building, relative to the Carport, shall significantly conform to Exhibit "A".

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more

sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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

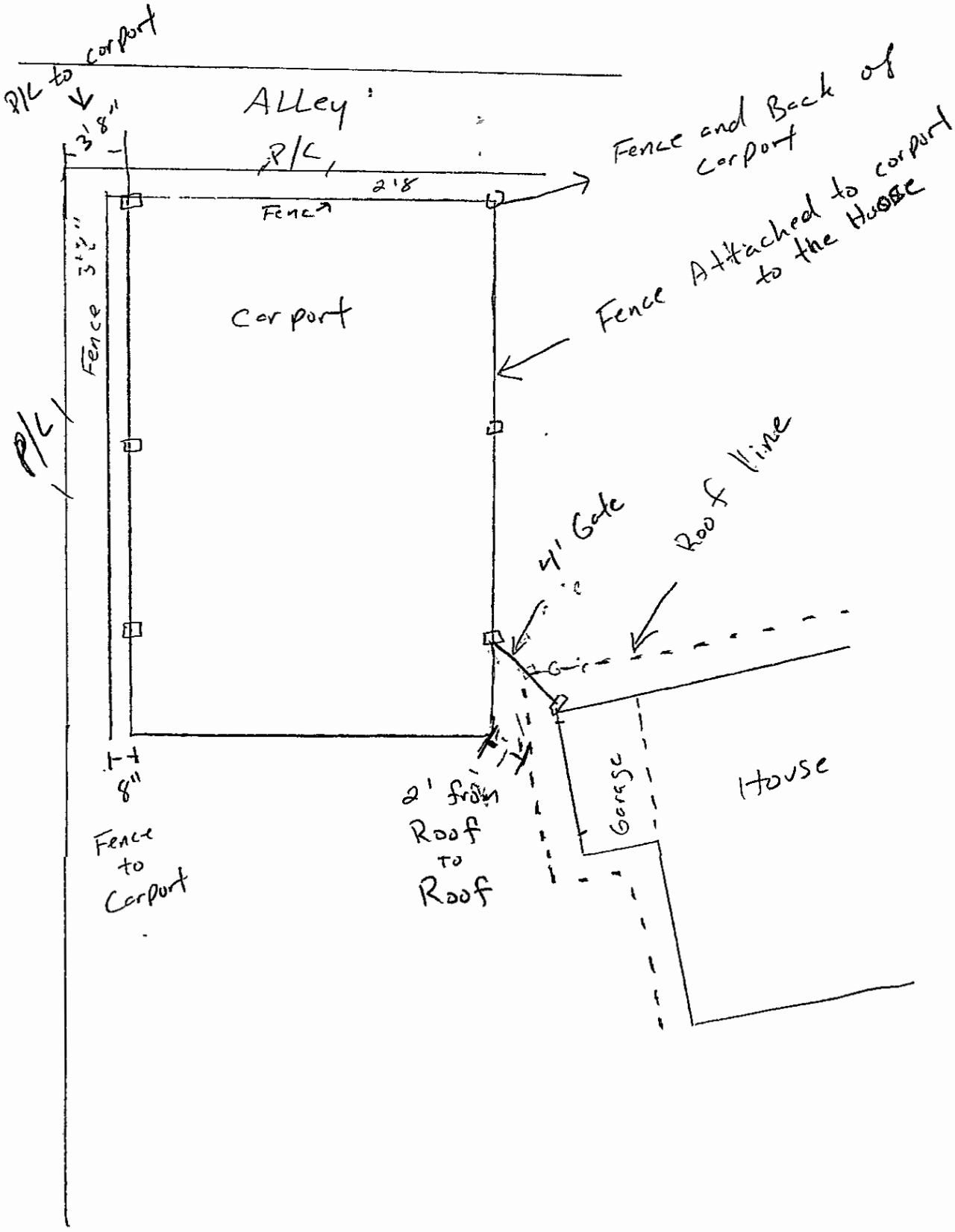
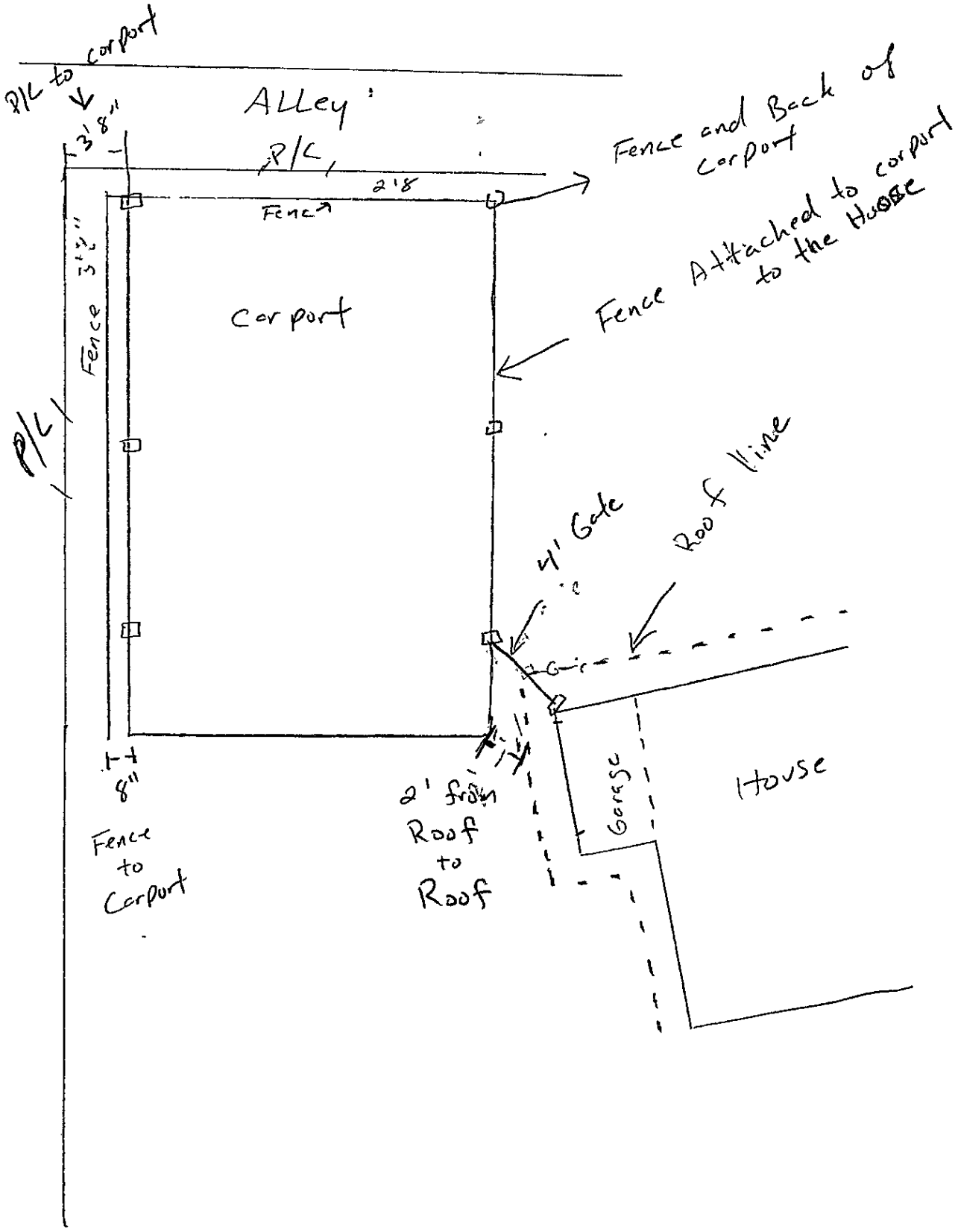

P/L to carport
ALLEY
P/L
3'8"
2'8"
Fence
Fence and Back of carport
Fence Attached to carport to the House
Fence 3'2"
Carport
P/L
4' Gate
Roof Line
Garage
House
1'4"
8"
Fence to Carport
2' from Roof to Roof

EXHIBIT "A"


P/L to
carport
ALLey
3'8"
P/L
Fence and Back of carport
2'8
Fence
Fence 3'2"
Carport
Fence Attached to carport to the House
P/L
4' Gate
Roof Line
Garage
House
1'8"
Fence to Carport
2' from Roof to Roof

MIDLAND
Planning Division

Special Exception Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Logan Shipman		Phone (432) 530-1762 Email logenshippy12@Hotmail.com	
Address 407 miller Ct	City Midland	State TX	Zip 79705

Property Owner Printed Name: Logan Shipman		Phone (432) 530-1762 Email logenshippy12@Hotmail.com	
Address 407 miller Ct	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: 407 miller Ct Midland TX 79705

Legal Description
Lot: 2 Lots Block: Subdivision:

Current Zoning: I

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. Permit for Carport

Reason for Request: I built a Carport with the new fence not knowing set Back Requirements. Carport is Welded all metal and cement into the ground. I also would like to move forword with getting Permit to build a shop and get my fence put back up

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: 3-5-2024
Applicant (printed): Logan Shipman	
Property Owner (signature):	Date: 3-5-2024
Property Owner (printed): Logan Shipman	

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*)

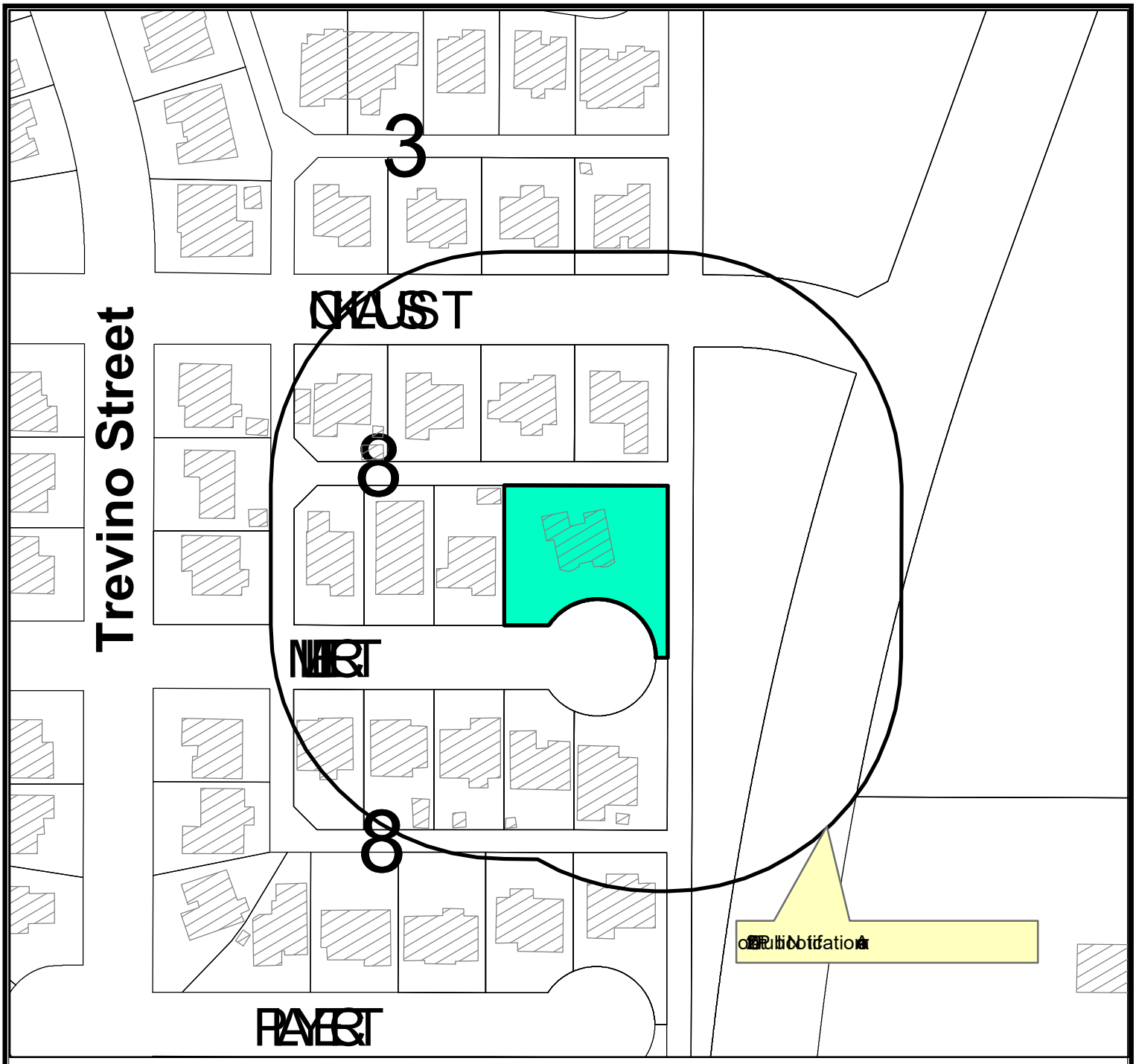
Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # CC	
Received By:	Date: RECEIVED MAR 05 2024

****Application will not be considered for scheduling until reviewed by a planner.****



Location Map

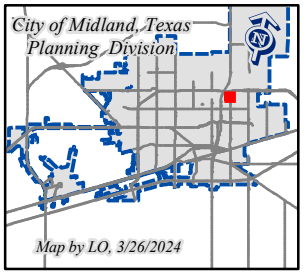
E-24-0119 **Scale: 1"=200'**

A request by Logan Shipman, for a Special Exception from the City of Midland Zoning Ordinance, Section 4.09 – Residential Accessory Buildings and Uses, by permitting reduced minimum side yard setback on the west side of the property, a reduced minimum rear yard setback, and a reduced minimum separation between an accessory building and the principal building, on Lots 11 & 12, Block 8, Fairway Park Addition, City and County of Midland, Texas.

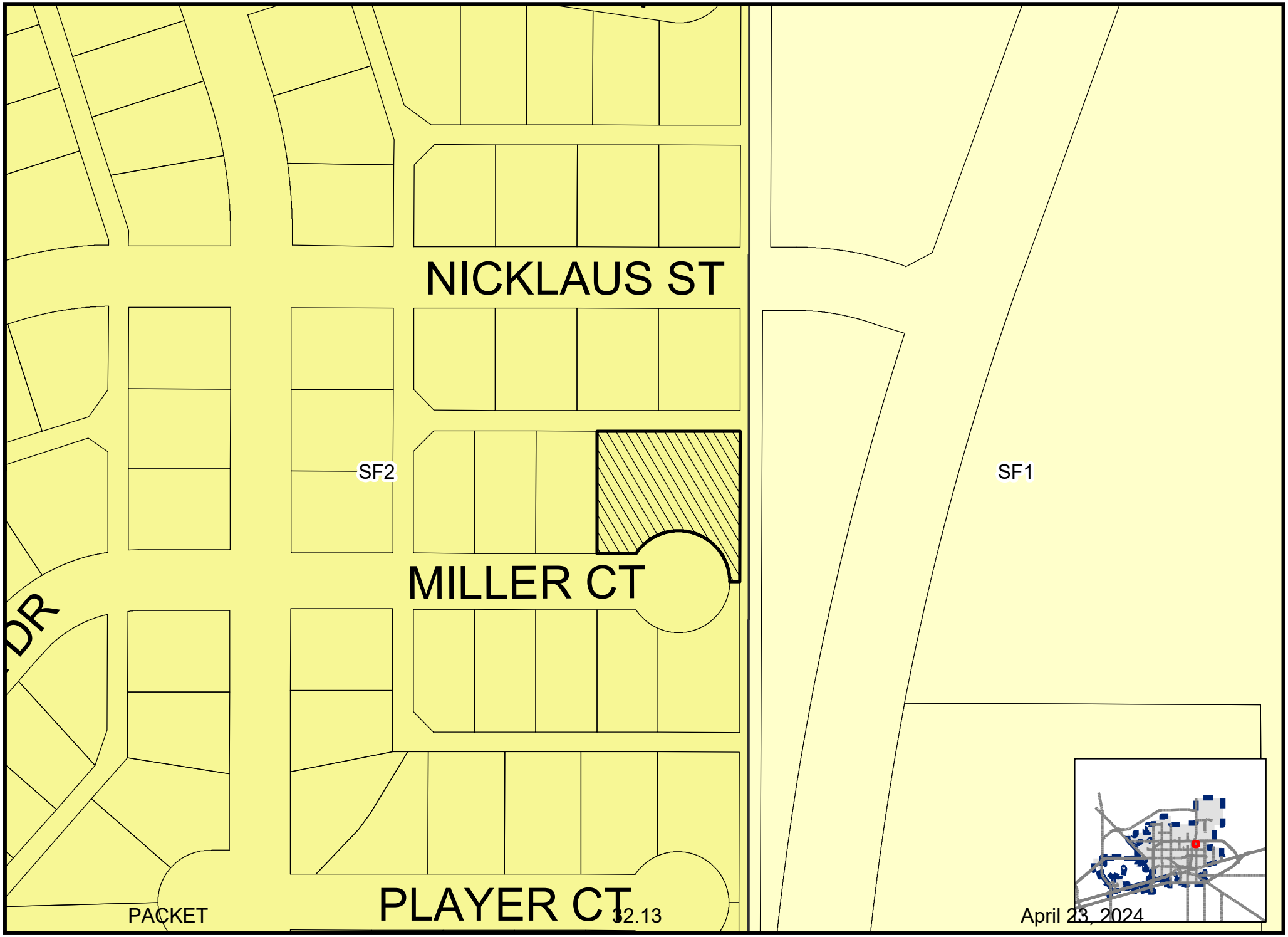
Generally located on the north side of Miller Court, approximately 338 feet east of Trevino Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



PACKET 32.13 April 23, 2024

Map By LO, 3/26/2024

E-24-0119

Scale: 1" = 118'

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.

NICKLAUS ST
MILLER CT

City Council Meeting

Item Number: 33

Meeting Date: April 23, 2024

To: City Council / City Manager

From: Andrew Meyers, Planner

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 21, BLOCK 3, FAIRWAY PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF TREVINO STREET AND FLOYD COURT), BY PERMITTING 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, Belinda N. Cruz, is requesting a reduced minimum side setback for an accessory building to build a storage shed within the minimum setback of the side fence at 4504 Trevino Street.

Recommended City Council Action:

No Action

Fiscal Impact:

No City Funds are required to process this request

Strategic Priority:

(Quality of Life and Place)

Discussion:

The property is zoned SF-2, Single-Family Dwelling District. Per Section 4.09 – Accessory Buildings and Uses, the minimum side setback for an accessory building on corner lots 7,500 square feet up to 21,999 square feet is 15 feet. The applicant is requesting to reduce the side yard setback to 2 feet 11 inches to allow for the construction of a storage shed, 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.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No objections.

Building: (Approved)

No Objections

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Code Compliance: (Approved)

No Oil and Gas Issues.

Transportation: (Approved)

No objections. [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 no action on this request. However, should Council approve it, staff recommends that it be subject to conditions A and B.

Condition:

A. **That the minimum side yard setback on the west side of the Property shall be 2 feet 11 inches.**

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 April 17, 2024.

Attachments:

Site Plan (Exhibit A)
Application
Maps
Aerial Photo

Jose E. Ort

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 21, BLOCK 3, FAIRWAY PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF TREVINO STREET AND FLOYD COURT), BY PERMITTING 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, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as Lot 21, Block 3, Fairway Park Addition, City and County of Midland, Texas (the "Property"). Said special exception shall allow 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:

A. That the minimum side yard setback on the west side of the Property shall be two feet eleven inches (2' 11").

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

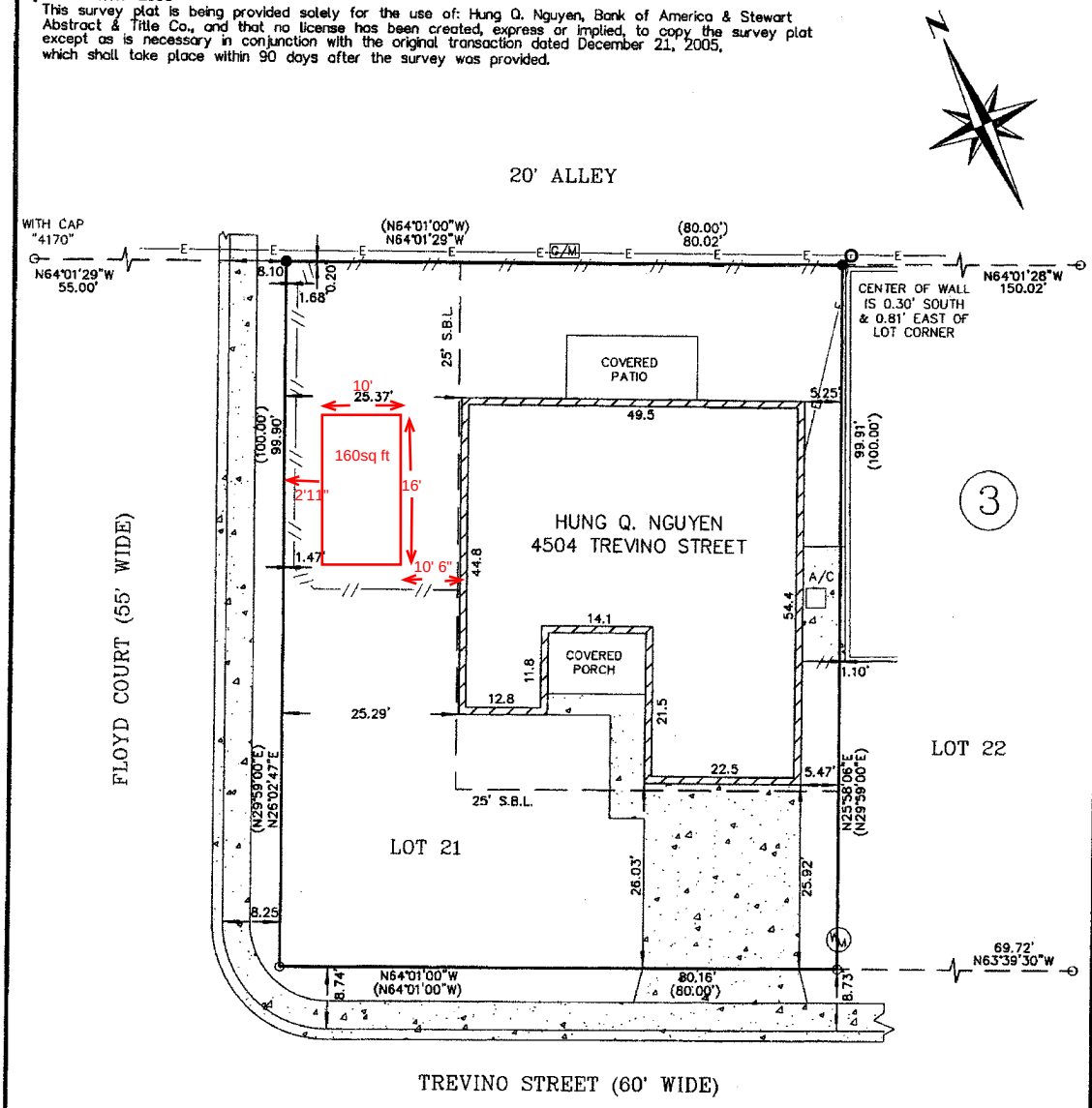
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

* COPYRIGHT 2005
This survey plat is being provided solely for the use of: Hung Q. Nguyen, Bank of America & Stewart Abstract & Title Co., and that no license has been created, express or implied, to copy the survey plat except as is necessary in conjunction with the original transaction dated December 21, 2005, which shall take place within 90 days after the survey was provided.



The following Easements, Rights-of-way, and Restrictive covenants as listed on the title commitment furnished by:
Stewart Abstract and Title Co., Inc.,
G.F. No.: 20051482

Restrictive Covenants:
Vol. 503, Pg. 535 & 697,
Deed Records,
Midland Co., Texas

Blanket Easement:
T.E.S.Co.
Vol. 72, Pg. 366,
Deed Records,
Midland Co., Texas

Blanket Pipeline Easement:
Gulf Refining Co.
Vol. 81, Pg. 490,
Deed Records,
Midland Co., Texas

PLAT OF
LOT TWENTY-ONE (21), BLOCK THREE (3), FAIRWAY PARK ADDITION, AN ADDITION TO THE CITY OF MIDLAND MIDLAND COUNTY, TEXAS

ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN CABINET B, PAGE 307, PLAT RECORDS, MIDLAND COUNTY, TEXAS

LEGEND
- ● Set 1/2" I.R. W/Cap "RPLS 4170"
- O Fnd. 1/2" I.R.
- G/M Gas Meter
- W/M Water Meter
- O Power Pole
- E—E OVERHEAD ELECTRIC

Census Tract: 1

This tract is in Flood Zone "X" as shown on the Flood Insurance Rate Map, Dated September 16, 2005 provided by the Federal Emergency Management Agency Flood Map Number: 48329C0087 F

The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown hereon, and that said property has access to and from a dedicated roadway.

Dated this the 21st day of December 2005.

Bruce R. Pennell
Registered Professional Land Surveyor No. 4170
Date: 12/21/05

(IF SURVEYORS SIGNATURE IS NOT SIGNED IN RED INK, THIS IS NOT AN ORIGINAL DOCUMENT)

Basis of Bearings:
SOUTH Line of this Lot

Bearings and Distances Shown Inside ( ) Indicate Record Information

20 10 0 20

SCALE: 1" = 20'

STATE OF TEXAS REGISTERED BRUCE R. PENNELL 4170 PROFESSIONAL LAND SURVEYOR

BRP ENTERPRISES, INC. – (BRUCE R. PENNELL)
PROFESSIONAL LAND SURVEYING
P.O. BOX 51622, MIDLAND, TEXAS 79710
VOICE:(432)570-6256 FAX: (432)682-3262 MOBILE: (432)528-1027

ABSTRACT OFFICE: STEWART	G.F. #: 20051482	COMMITMENT EFFECTIVE DATE: 11/12/05	
CAD FILE: BRP10107	DATA FILE: 4504TREVINO	DRAWN BY: MARCY S.	BOOK/PAGE: 1/

EXHIBIT "A"

* COPYRIGHT 2005
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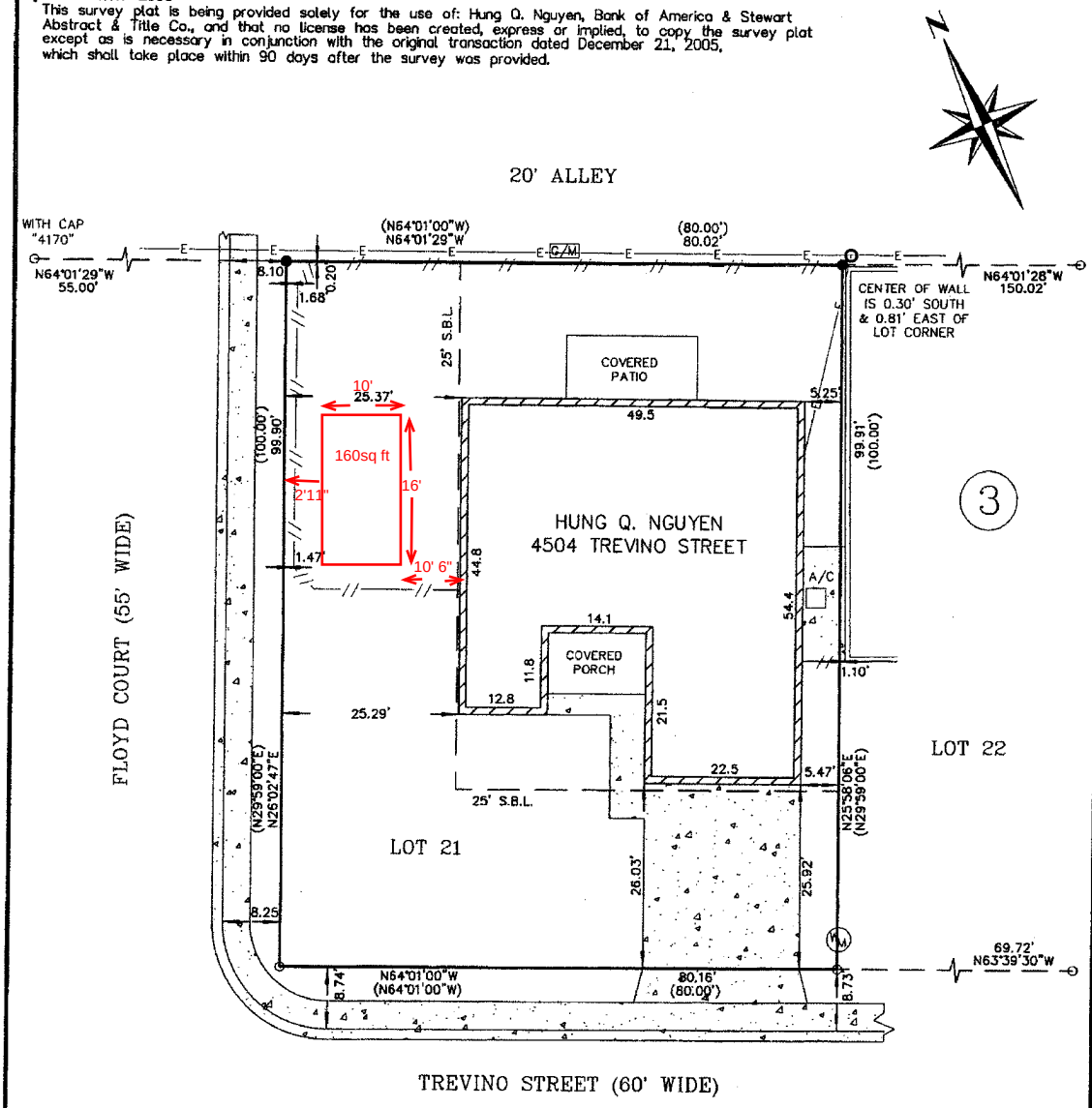

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Midland Co., Texas

Blanket Easement:
T.E.S.Co.
Vol. 72, Pg. 366,
Deed Records,
Midland Co., Texas

Blanket Pipeline Easement:
Gulf Refining Co.
Vol. 81, Pg. 490,
Deed Records,
Midland Co., Texas

PLAT OF
LOT TWENTY-ONE (21), BLOCK THREE (3), FAIRWAY PARK ADDITION, AN ADDITION TO THE CITY OF MIDLAND MIDLAND COUNTY, TEXAS

ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN CABINET B, PAGE 307, PLAT RECORDS, MIDLAND COUNTY, TEXAS

LEGEND
- ● Set 1/2" I.R. W/Cap "RPLS 4170"
- O Fnd. 1/2" I.R.
- G/M Gas Meter
- W/M Water Meter
- O Power Pole
- E—E OVERHEAD ELECTRIC

Census Tract: 1

This tract is in Flood Zone "X" as shown on the Flood Insurance Rate Map, Dated September 16, 2005 provided by the Federal Emergency Management Agency Flood Map Number: 48329C0087 F

The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown hereon, and that said property has access to and from a dedicated roadway.

Dated this the 21st day of December 2005.

Bruce R. Pennell
Registered Professional Land Surveyor No. 4170
Date: 12/21/05

(IF SURVEYORS SIGNATURE IS NOT SIGNED IN RED INK, THIS IS NOT AN ORIGINAL DOCUMENT)

Basis of Bearings:
SOUTH Line of this Lot

Bearings and Distances Shown Inside ( ) Indicate Record Information

20 10 0 20

SCALE: 1" = 20'

STATE OF TEXAS REGISTERED BRUCE R. PENNELL 4170 PROFESSIONAL LAND SURVEYOR

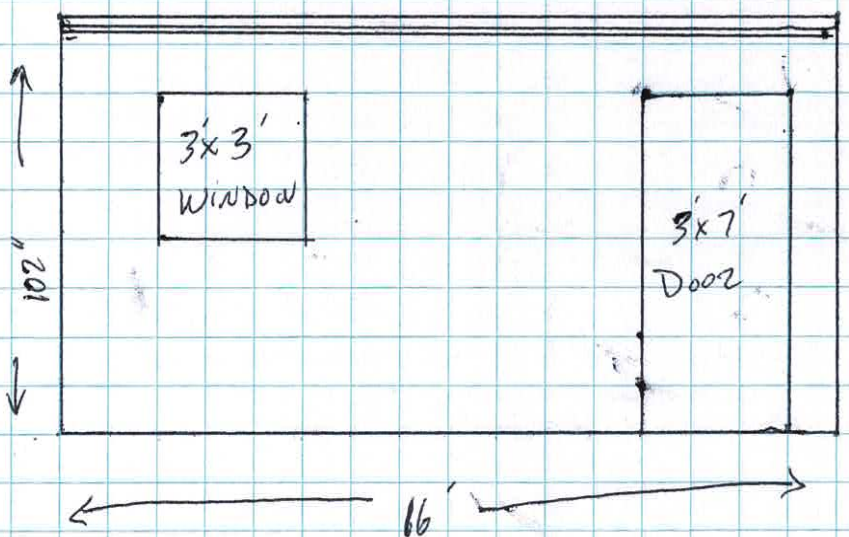
BRP ENTERPRISES, INC. – (BRUCE R. PENNELL)
PROFESSIONAL LAND SURVEYING
P.O. BOX 51622, MIDLAND, TEXAS 79710
VOICE:(432)570-6256 FAX: (432)682-3262 MOBILE: (432)528-1027

ABSTRACT OFFICE: STEWART	G.F. #: 20051482	COMMITMENT EFFECTIVE DATE: 11/12/05	
CAD FILE: BRP10107	DATA FILE: 4504TREVINO	DRAWN BY: MARCY S.	BOOK/PAGE: 1/

4504 TREVINO ST. MIDLAND TX 79705

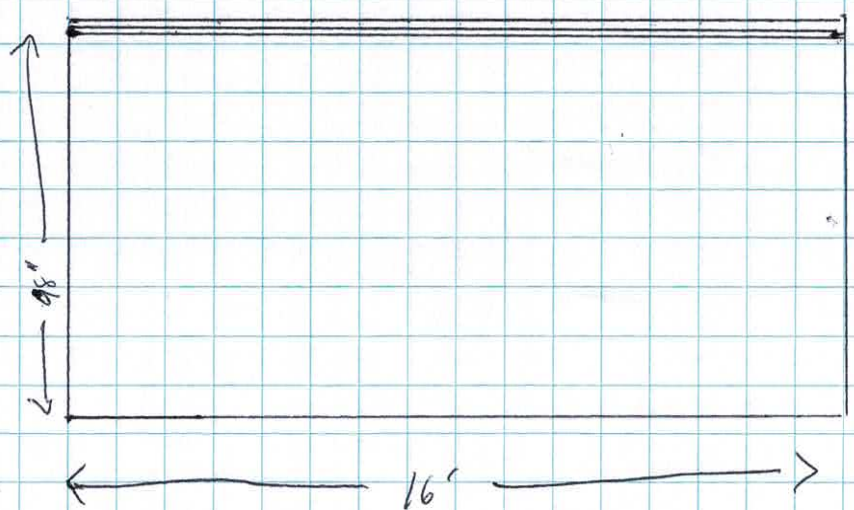
STORAGE SHED

FRONT



2"x4" walls w/ 16" centers
Double Top plate/single bottom
3/4" Solar board w/ siding exterior. All around-

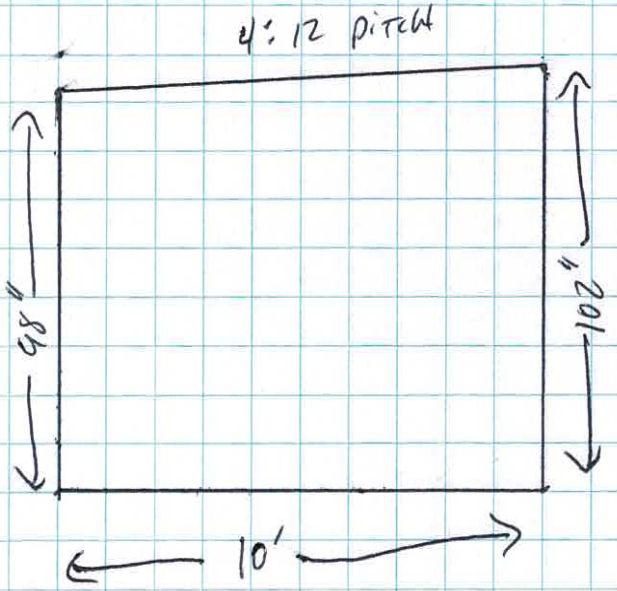
BACK



2"x4" walls w/ 16" centers
Double Top plate/single bottom
3/4" Solar board w/ siding exterior

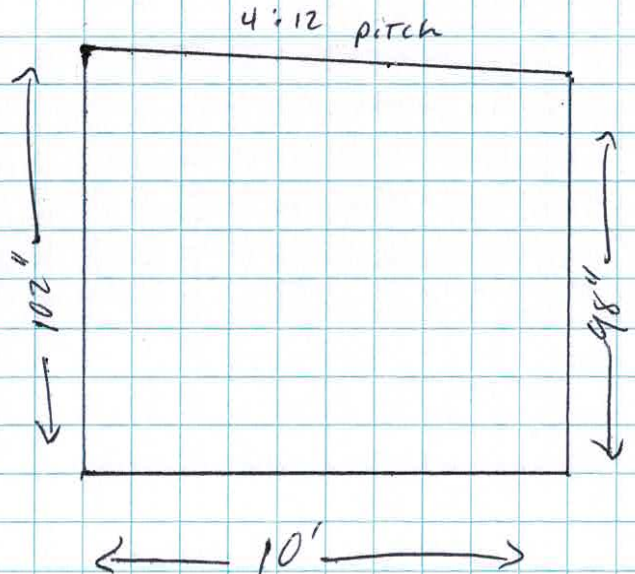
4504 TREVINO ST.

LEFT SIDE



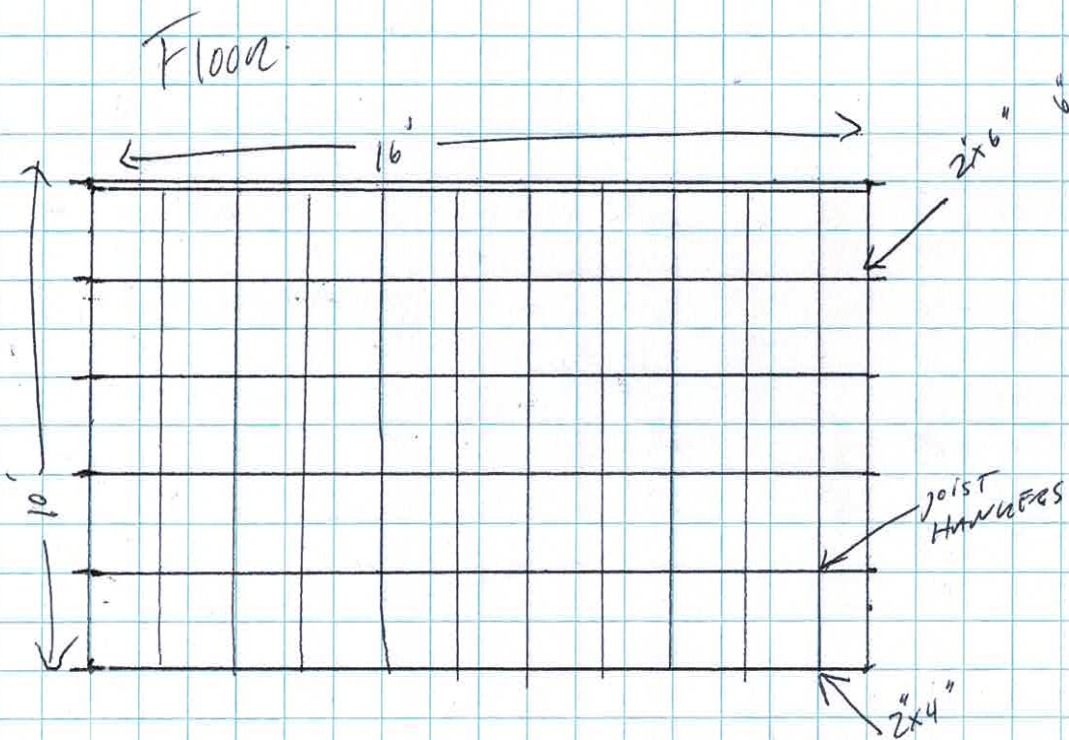
2"x4" WALLS W/ 16" CENTERS
DOUBLE TOP PLATE SINGLE BOTTOM
3/4" SOLAR BOARD W/ SIDING

RIGHT SIDE

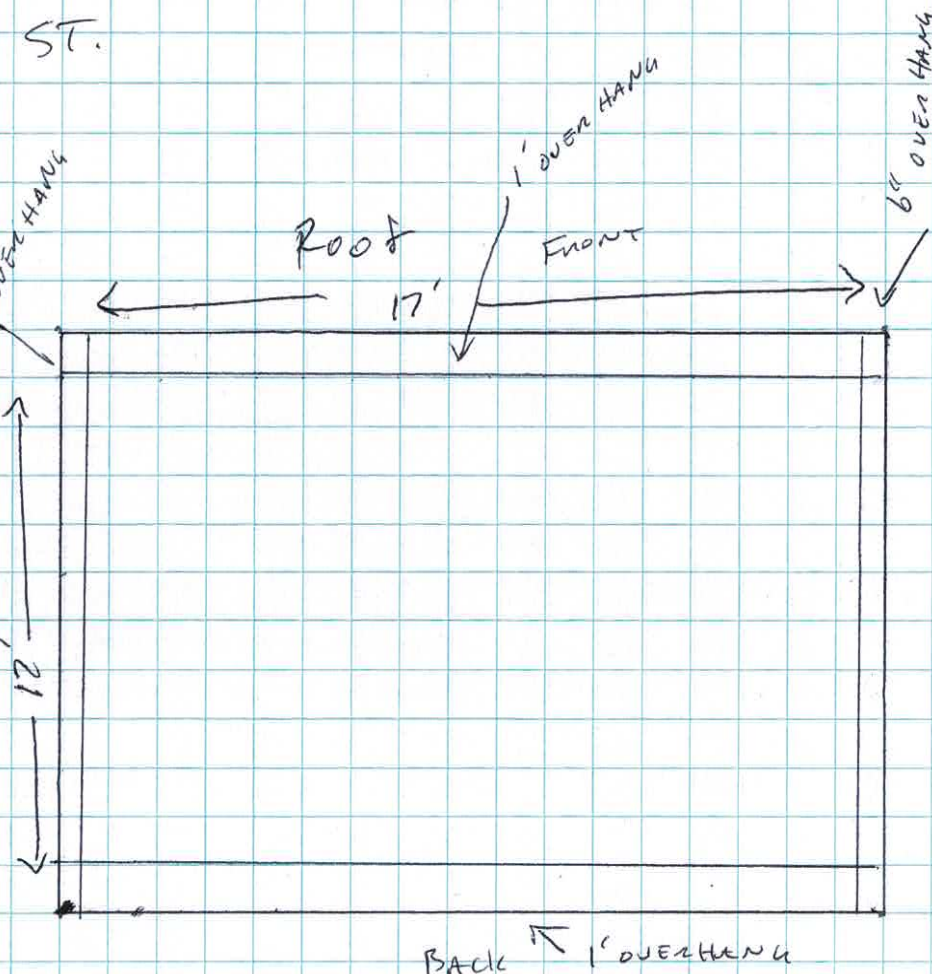


2"x4" WALLS W/ 16" CENTERS
DOUBLE TOP PLATE/ SINGLE BOTTOM
3/4" SOLAR BOARD W/ SIDING

4504 TREVINO ST.



2x6"x18' rails / PRESSURE TREATED 24" CENTERS
2"x4"x10' joist w/ CROSS BRACING / PRESSURE TREATED 16" CENTERS
JOIST HANGERS
3/4" INTERLOCKING PLYWOOD SUBFLOOR / PRESSURE TREATED



2x4 joist w/ 16" CENTERS
3/4" DECKING
COMPOSITE SHINGLES w/ FELT UNDERLAYMENT

MIDLAND
Planning Division

Special Exception Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Belinda N Cruz		Phone (432) 889-9746 Email Belna118@gmail.com	
Address 4504 Trevino St	City Midland	State TX	Zip 79705

Property Owner Printed Name: Belinda N Cruz		Phone ( ) Email	
Address 4504 Trevino St	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: 4504 Trevino St

Legal Description
Lot: 21 Block: 3 Subdivision: Fairway Park

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: Do not meet required set backs. Needs to be 10ft from property line but are only 8ft 5in.

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):	Belinda N Cruz	Date: 3/4/2024
Applicant (printed):	Belinda N Cruz	
Property Owner (signature):	Belinda N Cruz	Date: 3/4/2024
Property Owner (printed):	Belinda N. Cruz	

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*)

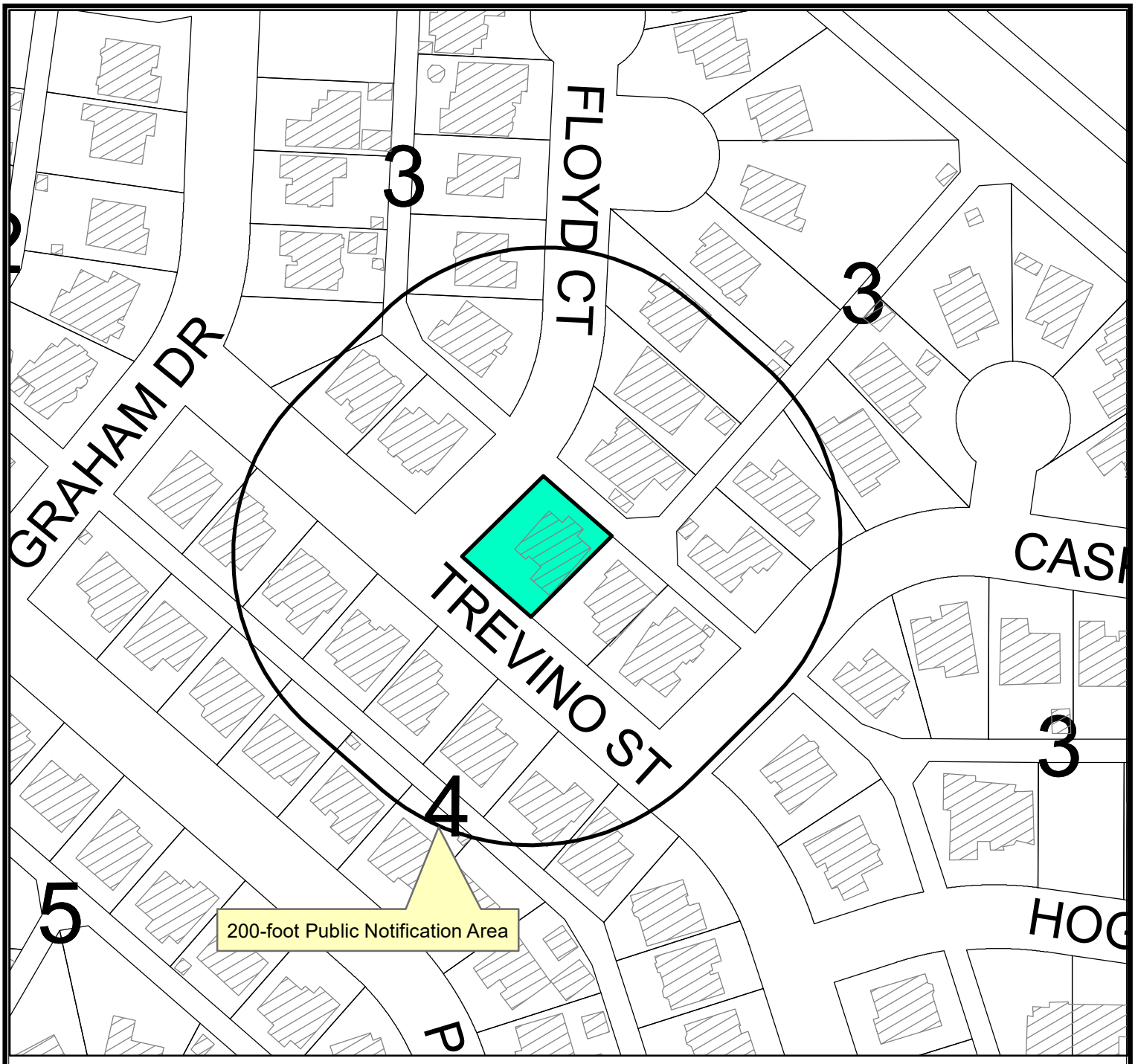
Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☐ Dimensioned Site Plan turned in
☐ Application Fee	☐ Plans in Digital Format (PDF/JPEG) turned in
Check # Pay online	
Received By: [illegible]	Date:

****Application will not be considered for scheduling until reviewed by a planner.****



Location Map

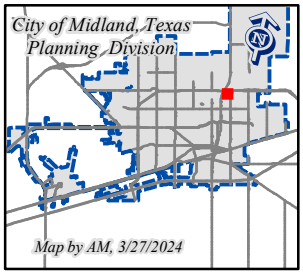
E-24-0121 **Scale: 1" = 125'**

Consider a request by Belinda N. Cruz for a Special Exception from the City of Midland Zoning Ordinance, Section 4.09 - Residential Accessory Buildings and Uses, to reduce the minimum side setback for an accessory structure on Lot 21, Block 3, Fairway Park Addition, City and County of Midland, Texas.

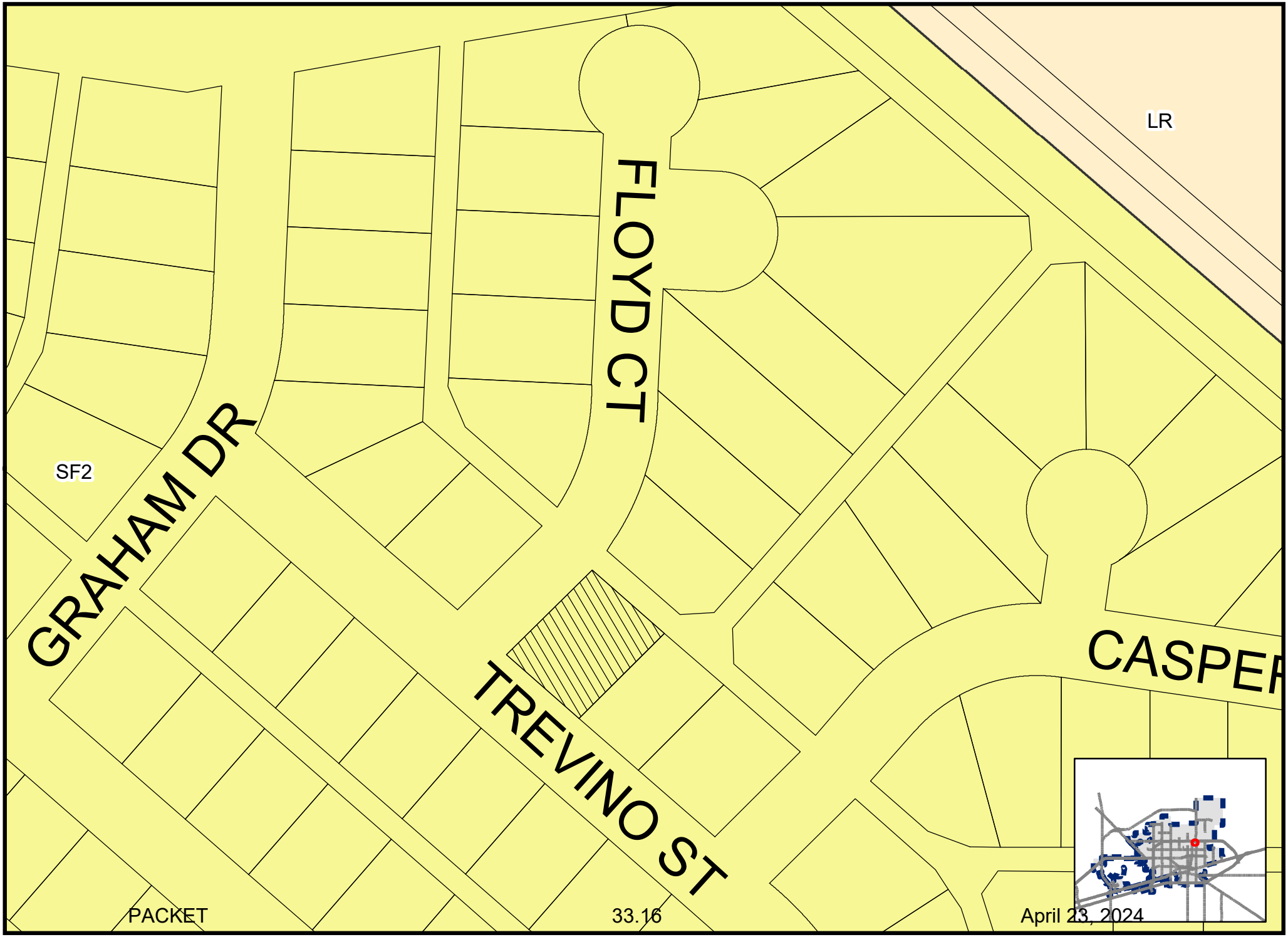
Generally located on the northeast corner of the intersection of Trevino Street and Floyd Court. (Council District 2)

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.



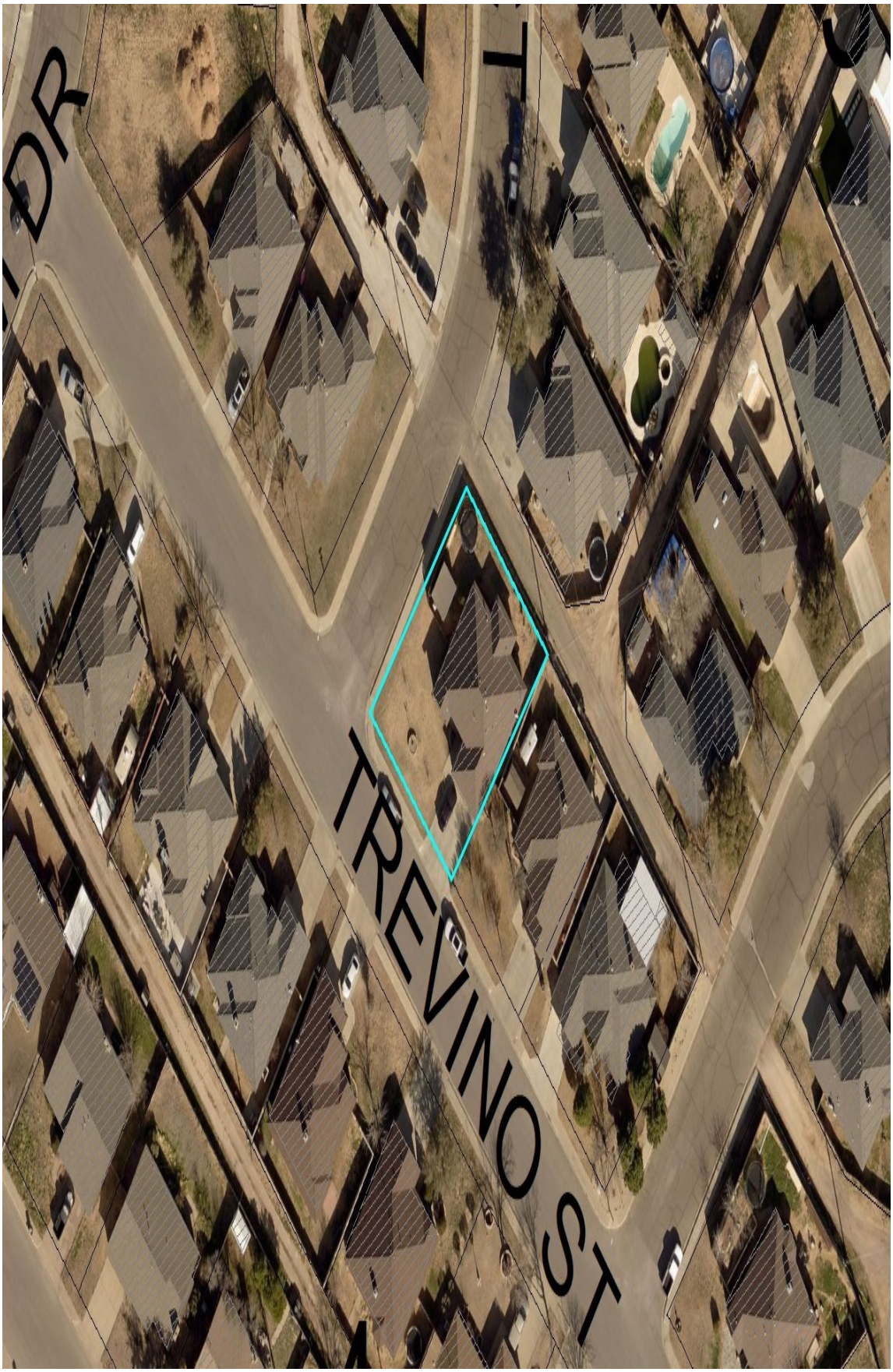
Map By AM, 3/27/2024

E-24-0121

Scale: 1" = 100'

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.


DR
TREVINO ST

City Council Meeting

Item Number: 34

Meeting Date: April 23, 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 REZONE A 37.542-ACRE TRACT OF LAND OUT OF THE SOUTHEAST QUARTER OF SECTION 10, BLOCK X, H.P. HILLARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT TO AE, AGRICULTURAL ESTATE DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF MOCKINGBIRD LANE, APPROXIMATELY 840 FEET WEST OF NORTH A 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 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Dunaway Associates, on behalf of Musselman Family Limited Partnership, is requesting a zone change for the future development of the property on Mockingbird Lane.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds would be required for this project.

Strategic Priority:

Quality of Life and Place

Discussion:

Surrounding Zoning and Land Use:

The property to the north is zoned SF-1, in part, and PD, Planned District for Housing Development, in part and is currently undeveloped. The property to the east is zoned PD, Planned District for Housing Development and is undeveloped. The properties to the south are zoned PD, Planned District for Housing Development, in part, SF-1, in part, PD, Planned District for a Transitional District, in part, and AE, in part, and are the locations of residences. The properties to the west are zoned AE.

Analysis:

While The Future Land Use Map Chapter 3 of the *Tall City Tomorrow Comprehensive Plan* designates this area as Urban Residential-Low (UR-L), it also designates portions of the property for Park/Open Space. An agricultural use would help maintain the open space as called for by the Comprehensive Plan and is consistent with the surrounding development.

The property owner wants to construct a barn and storage. The property is currently not platted and will be required to be platted before any development takes place. The plat has not been submitted and is currently not in process.

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 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.

Engineering: (Approved)

No objection to zone change.
Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Our staff has examined the FEMA flood map and it appears that this property lies partial within Zone AE and the regulatory floodway, which is a Special Flood Hazard Area subject to inundation by the 1% annual chance flood.

An elevation certificate based off of construction drawings will be required to get a building permit to show compliance to the 1 foot of freeboard above the base flood elevation for residential structures and an elevation certificate based off of finish construction will be required for the Certificate of Occupancy if the structure is located within the 100-year floodplain.

No construction may be allowed with the floodway without a hydraulic and hydrology study and FEMA approval demonstrating that there will be no adverse effect down or upstream and no rise within the floodway.
Any modifications to the floodway will require similar documentation and approval from FEMA.

Code Compliance: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

Additional right-of-way dedication and corner clip may be required with the plating process.

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:

Staff recommends approval of this request for a zone change subject to condition A.

Conditions:

A. **That the use and development of the property shall conform to the regulations of the AE, Agricultural Estate District.**

Letters of Objection:

As of April 8, 2024, Staff has not received any letters of objection.

Attachments:

Survey & Metes & Bounds (Exhibit A)
Application
Location Map
Zoning Map
Location Map
Aerial
Photo

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 37.542-ACRE TRACT OF LAND OUT OF THE SOUTHEAST QUARTER OF SECTION 10, BLOCK X, H.P. HILLARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT TO AE, AGRICULTURAL ESTATE DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF MOCKINGBIRD LANE, APPROXIMATELY 840 FEET WEST OF NORTH A 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 a 37.542-acre tract of land out of the southeast quarter of Section 10, Block X, H.P. Hillard Survey, City and County of Midland, Texas, giving the zoning hereby contained in the City Code of the City of Midland, Texas, as hereby amended so as to rezone the Property described by metes and bounds in "A", which is attached hereto and incorporated herein (the "Property") to AE, Agricultural Estate 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 SF-1, Single-Family Dwelling District to AE, Agricultural Estate District.

SECTION TWO. That the zoning regulations applicable to the above described Property shall be as set forth in Chapter 29 of the City Code of the City of Midland, Texas, and such terms as are

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 matters 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 _____, by the following vote:

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'

METES AND BOUNDS

Being a 37.542-acre tract of land situated in the southeast quarter of Section 10, Block X, H.P. Hilliard Survey, City and County of Midland, Texas, being all of a called 37.542 acre tract of land described in deed to Musselman Family Limited Partnership, as recorded in Instrument No. 2016-33993, Official Public Records of Midland County, Texas (O.P.R.M.C.T.), said 37.542-acre tract of land being more particularly described as follows:

BEGINNING at a found 1/2-inch iron rod with yellow cap (illegible) for the southwest corner of said Musselman tract, being the southeast corner of a called 10.12 acre tract of land described in deed to Douglas Scharbauer, as recorded in Volume 866, Page 69, Deed Records of Midland County, Texas (D.R.M.C.T.) and being on the north line of a 50' right-of-way dedication of Mockingbird Lane by plat for Saddle Club Estates, as recorded in Cabinet C, Page 44, Plat Records of Midland County, Texas, said POINT OF BEGINNING being locatable by NAD83 Grid Coordinates N=10,715,056.80, E=1,746,378.93;

THENCE North 14 degrees 37 minutes 09 seconds West, departing the north line of said 50-foot right-of-way dedication of Mockingbird Lane, along the west line of said Musselman tract and the east line of said Scharbauer tract, a distance of 1,325.60 feet to a found 5/8-inch iron rod with yellow cap stamped “DUNAWAY ASSOC” for the northwest corner of said Musselman tract, said corner being on the east line of a called 5.06 acre tract of land described in deed to Barnwell Farms LLC, as recorded in Instrument No. 2012-2110, D.R.M.C.T., and from which a found 1/2-inch iron rod (leaning) bears North 83 degrees 30 minutes 59 seconds West, a distance of 0.62 feet;

THENCE North 75 degrees 32 minutes 31 seconds East, departing the east line of said Barnwell Farms tract, along the common north line of said Musselman tract and the southerly line of a called 34.62 acre tract of land described as “Tract 2” in deed to Gary Kahler, Mark A. Payne, and Tommy J. Woodruff, as recorded in Volume 3041, Page 425, D.R.M.C.T., a distance of 150.42 feet to a found 1/2-inch iron rod with yellow cap stamped “RPLS 1974” for the beginning of a curve to the right, having a radius of 734.25 feet and a chord bearing of South 86 degrees 21 minutes 26 seconds East, a distance of 456.25 feet;

THENCE Southeasterly, along said curve to the right and along said common line, through a central angle of 36 degrees 12 minutes 06 seconds and an arc length of 463.93 feet to a found 1/2-inch iron rod with yellow cap (damaged cap) for the end of said curve;

THENCE South 68 degrees 15 minutes 24 seconds East, continuing along said common line, a distance of 1,103.35 feet to a found 1/2-inch iron rod with red cap stamped “WEST COMPANY MIDLAND” for the beginning of a curve to the right, having a radius of 878.17 feet and a chord bearing South 55 degrees 25 minutes 35 seconds East, a distance of 390.01 feet;

THENCE Southeasterly, along said curve to the right and continuing along said common line, through a central angle of 25 degrees 39 minutes 36 seconds and an arc length of 393.29 feet to a found 1/2-inch iron rod with red cap stamped “WEST COMPANY MIDLAND” for the end of said curve;

THENCE South 42 degrees 35 minutes 47 seconds East, continuing along said common line, a distance of 269.55 feet to a found 1/2-inch iron rod with red cap stamped “WEST COMPANY MIDLAND” for the southeast corner of said Musselman tract, said corner being on the north line of said 50-foot right-of-way dedication of Mockingbird Lane;

THENCE South 75 degrees 32 minutes 31 seconds West, along the south line of said Musselman tract and the north line of said 50-foot right-of-way dedication of Mockingbird Lane, a distance of 1,853.53 feet to the POINT OF BEGINNING and containing 37.542 acres (or 1,635,346 square feet) of land, more or less.

The basis of bearings for this survey is the Texas State Coordinate System (NAD83), Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.9999209 was used for this project.

A plat of even date accompanies this metes and bounds description.

SURVEYOR'S CERTIFICATE:
I hereby certify that this map is based on an accurate survey of the property made on the ground under my

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TEXAS REGISTERED SURVEYING FIRM NO. 10098100

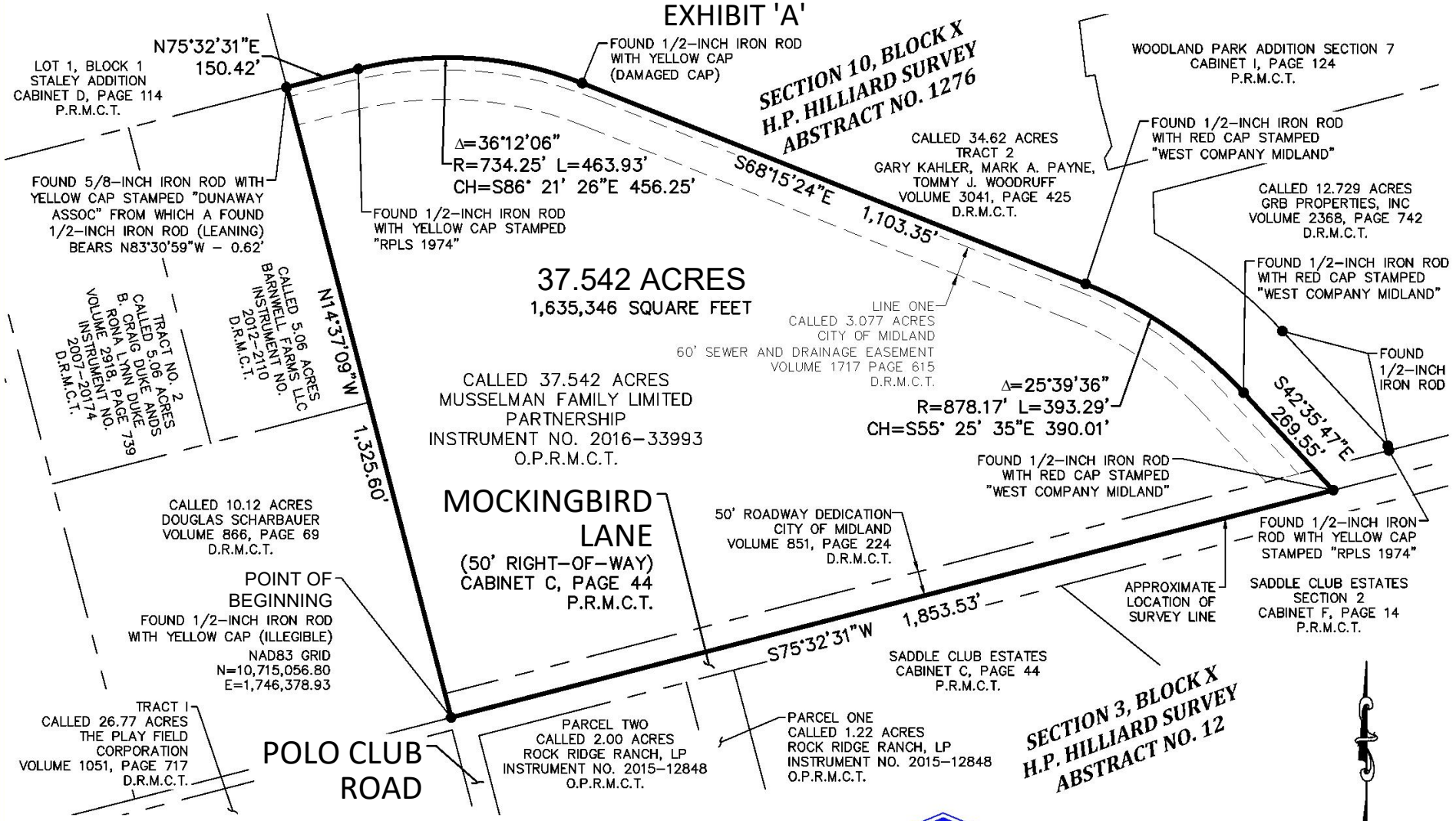
3/22/2024
Date

Registered Professional Land Surveyor
State of Texas, No. 5975

PLOTTED BY: Brandon Bullard ON: Friday, March 22, 2024 AT: 10:49 AM FILEPATH: G:\Production8000\009600\9642\003\Survey\Drawings\B009642.003 Vanderpool and MusselmanTracts Zoning Exhibit - Surface TXC-.dwg

PLOTTED BY: Brandon Bullard ON: Friday, March 22, 2024 AT: 10:49 AM FILEPATH: G:\Production8000\009600\9642\003\Survey\Drawings\B009642.003 Vanderpool and MusselmanTracts Zoning Exhibit - Sur

EXHIBIT 'A'



D.R.M.C.T. = Deed Records, Midland County, Texas

O.P.R.M.C.T. = Official Public Records, Midland County, Tx.

P.R.M.C.T. = Plat Records, Midland County, Texas

A metes and bounds description of even date accompanies this plat.

The basis of bearings for this survey is the Texas State Coordinate System (NAD83), Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.9999209 was used for this project.

SURVEYOR'S CERTIFICATE:
I hereby certify that this map is based on an accurate survey of the property made on the ground under my supervision.

3/22/2024
Date

Re st red Pro es o l La u veyo
State of Texas, No. 5975

STATE OF TEXAS
REGISTERED
MARK D. YALE
5975
PROFESSIONAL
LAND SURVEYOR

DUNAWAY

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TEXAS REGISTERED SURVEYING FIRM NO. 10098100

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: Henry Musselman		Phone (432) 528-9115 Email henrym@compassoperating.com	
Address 400 W. Illinois, Suite 1000	City Midland	State Tx	Zip 79701

Property Owner Printed Name: Musselman Family Limited Partnership		Phone (432) 528-9115 Email henrym@compassoperating.com	
Address 400 W. Illinois, Suite 1000	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: Dunaway Associates Printed Name: Tim Hair		Phone (432)848-4403 Email thair@dunaway.com	
Address 4000 N Big Spring, Suite 101	City Midland	State TX	Zip 79705

Street Address: 5503 Polo Club Road

Legal Description
Lot: Block: X Subdivision: Polo Club Addition

Current Zoning: SF1, Single-Family Dwelling District	**Proposed Zone:** AE, Agricultural Estate District *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: To enable agricultural development - horse barn, storage, paddocks (not yet designed)

Present Use of Property: Vacant

Proposed Use of Property: Agricultural - Construction of a barn, driveway, storage, and paddocks (not yet designed)

How would this zone change affect the public health, safety and welfare?
This change will have no affect on public health, safety and welfare.

Describe how conditions affecting the property have changed since present zoning designation:
Ownership and development plan for the property has changed

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature):	Date: 3/5/24
Property Owner (printed) : Henry Musselman	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check #_____	
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****

EXHIBIT 'A'

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BEGINNING at a found 1/2-inch iron rod with yellow cap (illegible) for the southwest corner of said Musselman tract, being the southeast corner of a called 10.12 acre tract of land described in deed to Douglas Scharbauer, as recorded in Volume 866, Page 69, Deed Records of Midland County, Texas (D.R.M.C.T.) and being on the north line of a 50' right-of-way dedication of Mockingbird Lane by plat for Saddle Club Estates, as recorded in Cabinet C, Page 44, Plat Records of Midland County, Texas, said POINT OF BEGINNING being locatable by NAD83 Grid Coordinates N=10,715,056.80, E=1,746,378.93;

THENCE North 14 degrees 37 minutes 09 seconds West, departing the north line of said 50-foot right-of-way dedication of Mockingbird Lane, along the west line of said Musselman tract and the east line of said Scharbauer tract, a distance of 1,325.60 feet to a found 5/8-inch iron rod with yellow cap stamped “DUNAWAY ASSOC” for the northwest corner of said Musselman tract, said corner being on the east line of a called 5.06 acre tract of land described in deed to Barnwell Farms LLC, as recorded in Instrument No. 2012-2110, D.R.M.C.T., and from which a found 1/2-inch iron rod (leaning) bears North 83 degrees 30 minutes 59 seconds West, a distance of 0.62 feet;

THENCE North 75 degrees 32 minutes 31 seconds East, departing the east line of said Barnwell Farms tract, along the common north line of said Musselman tract and the southerly line of a called 34.62 acre tract of land described as “Tract 2” in deed to Gary Kahler, Mark A. Payne, and Tommy J. Woodruff, as recorded in Volume 3041, Page 425, D.R.M.C.T., a distance of 150.42 feet to a found 1/2-inch iron rod with yellow cap stamped “RPLS 1974” for the beginning of a curve to the right, having a radius of 734.25 feet and a chord bearing of South 86 degrees 21 minutes 26 seconds East, a distance of 456.25 feet;

THENCE Southeasterly, along said curve to the right and along said common line, through a central angle of 36 degrees 12 minutes 06 seconds and an arc length of 463.93 feet to a found 1/2-inch iron rod with yellow cap (damaged cap) for the end of said curve;

THENCE South 68 degrees 15 minutes 24 seconds East, continuing along said common line, a distance of 1,103.35 feet to a found 1/2-inch iron rod with red cap stamped “WEST COMPANY MIDLAND” for the beginning of a curve to the right, having a radius of 878.17 feet and a chord bearing South 55 degrees 25 minutes 35 seconds East, a distance of 390.01 feet;

THENCE Southeasterly, along said curve to the right and continuing along said common line, through a central angle of 25 degrees 39 minutes 36 seconds and an arc length of 393.29 feet to a found 1/2-inch iron rod with red cap stamped “WEST COMPANY MIDLAND” for the end of said curve;

THENCE South 42 degrees 35 minutes 47 seconds East, continuing along said common line, a distance of 269.55 feet to a found 1/2-inch iron rod with red cap stamped “WEST COMPANY MIDLAND” for the southeast corner of said Musselman tract, said corner being on the north line of said 50-foot right-of-way dedication of Mockingbird Lane;

THENCE South 75 degrees 32 minutes 31 seconds West, along the south line of said Musselman tract and the north line of said 50-foot right-of-way dedication of Mockingbird Lane, a distance of 1,853.53 feet to the POINT OF BEGINNING and containing 37.542 acres (or 1,635,346 square feet) of land, more or less.

The basis of bearings for this survey is the Texas State Coordinate System (NAD83), Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.9999209 was used for this project.

A plat of even date accompanies this metes and bounds description.

SURVEYOR'S CERTIFICATE:
I hereby certify that this map is based on an accurate survey of the property made on the ground under my

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TEXAS REGISTERED SURVEYING FIRM NO. 10098100

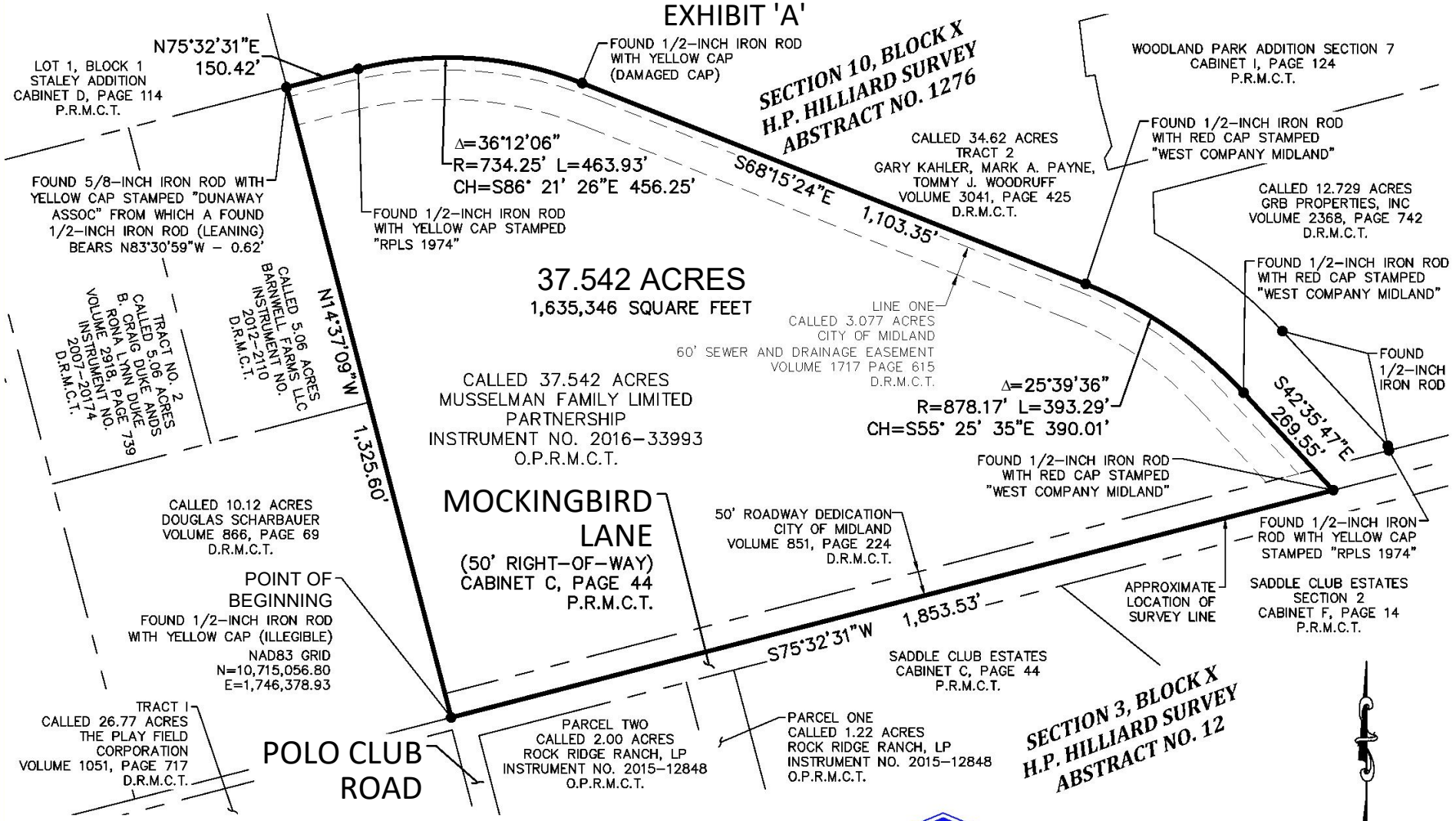
3/22/2024
Date

Registered Professional Land Surveyor
State of Texas, No. 5975

PLOTTED BY: Brandon Bullard ON: Friday, March 22, 2024 AT: 10:49 AM FILEPATH: G:\Production8000\009600\9642\003\Survey\Drawings\B009642.003 Vanderpool and MusselmanTracts Zoning Exhibit - Surface TXC-.dwg

PLOTTED BY: Brandon Bullard ON: Friday, March 22, 2024 AT: 10:49 AM FILEPATH: G:\Production8000\009600\9642\003\Survey\Drawings\B009642.003 Vanderpool and MusselmanTracts Zoning Exhibit - Sur

EXHIBIT 'A'



D.R.M.C.T. = Deed Records, Midland County, Texas

O.P.R.M.C.T. = Official Public Records, Midland County, Tx.

P.R.M.C.T. = Plat Records, Midland County, Texas

A metes and bounds description of even date accompanies this plat.

The basis of bearings for this survey is the Texas State Coordinate System (NAD83), Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.9999209 was used for this project.

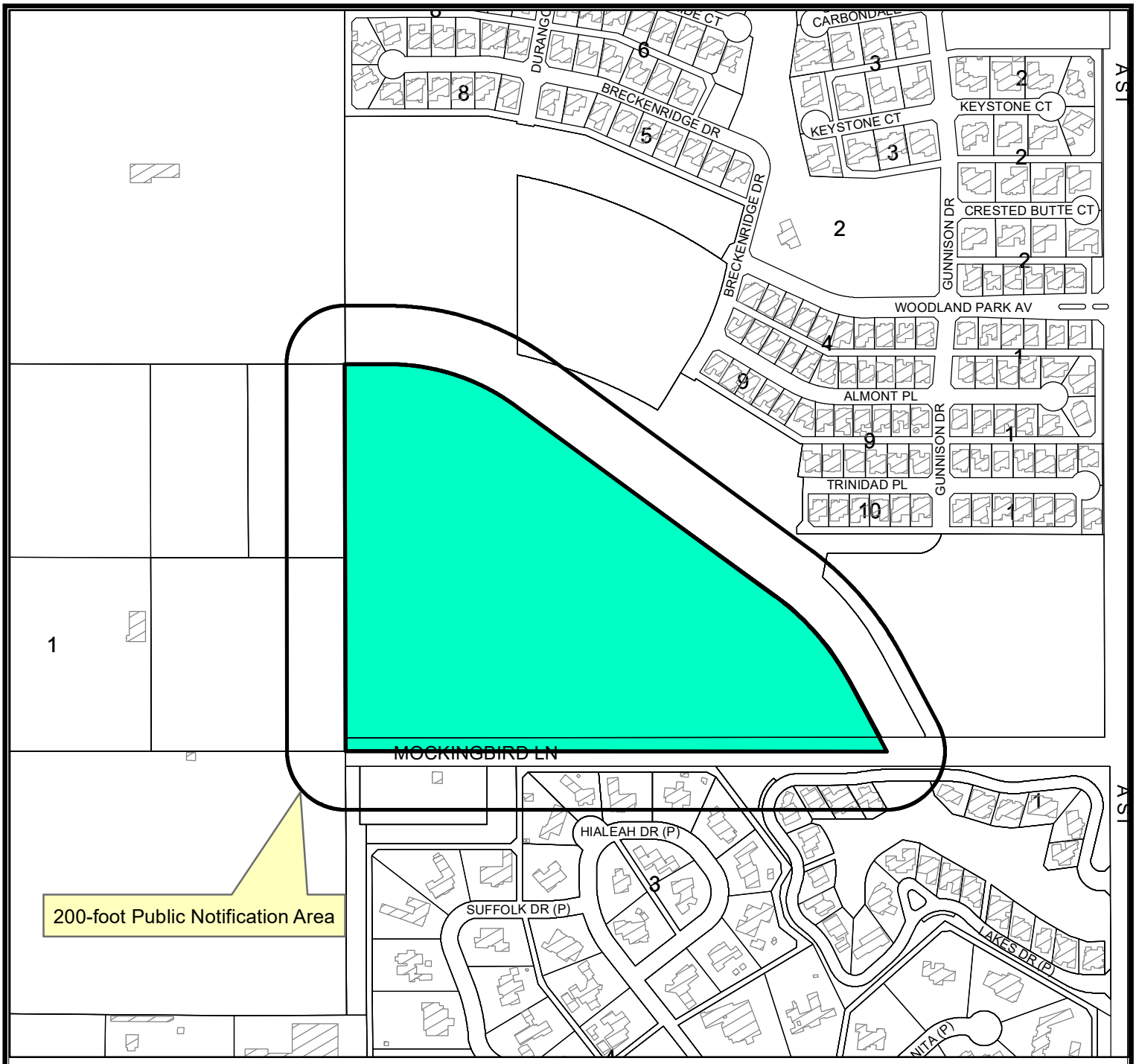
SURVEYOR'S CERTIFICATE:
I hereby certify that this map is based on an accurate survey of the property made on the ground under my supervision.

3/22/2024
Date

Re st red Pro es o l La u veyo
State of Texas, No. 5975

STATE OF TEXAS
REGISTERED
MARK D. YALE
5975
PROFESSIONAL
LAND SURVEYOR

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TEXAS REGISTERED SURVEYING FIRM NO. 10098100



Location Map

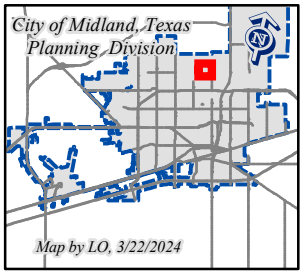
Z-24-0364 **Scale: 1" = 490'**

A request by Musselman Family Limited Partnership for a zone change from, SF-1, Single-Family Dwelling District, to AE, Agricultural Estate District for a 37.542-acre tract of land, out of the southeast quarter of Section 10, Block X, H.P. Hillard Survey, City and County of Midland, Texas.

Generally located on the north side of Mockingbird Lane, approximately 840 feet west of North A Street. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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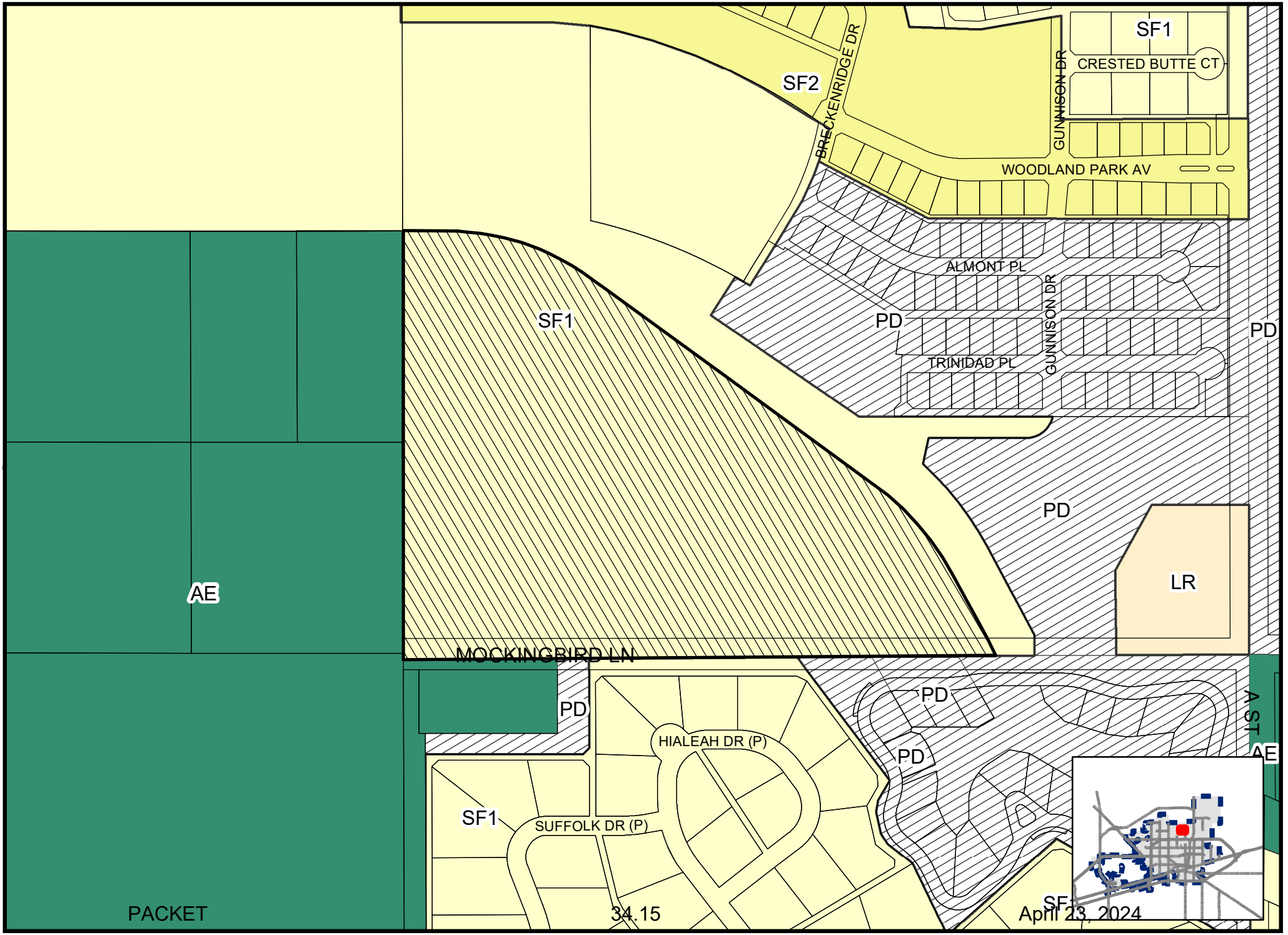
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By LO, 3/22.24

Z-24-0364

Scale: 1" = 377'

ZONING MAP

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KEYSTONE CT
BRECKENRIDGE DR
GUNNISON DR
CRESTED BUTTE CT
WOODLAND PARK AV
SALMON PL
TRINIDAD PL
MOCKINGBIRD LN
HIALEAH DR (P)
SUFFOLK DR (P)

City Council Meeting

Item Number: 35

Meeting Date: April 23, 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 2,100-SQUARE FOOT PORTION OF LOT 1A, BLOCK 17, SKYLINE TERRACE, UNIT 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 1,105 FEET WEST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Purpose:

The applicant, Karen Alvarez, is requesting a Specific Use Designation (SUD) with Term for Alcoholic Beverages Sales for On-Premises Consumption in a Restaurant.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Current Zoning:

PD, Planned Development District for a Shopping Center. (Ordinance No. 6905).

Surrounding Zoning and Land Use:

The properties to the north are zoned RR, Regional Retail District, and the location of stores or shop buildings. The properties to the east, south, and west are zoned PD, Planned District for Housing Development, and the location of single-family homes.

Analysis:

The property is zoned PD, Planned District for a Shopping Center. The PD zoning allows for Alcoholic Beverages Sales for On-Premises Consumption in a Restaurant with the approval of an SUD. The total area of the restaurant, Marisco's El Chaka, is 2,100-square feet and the proposed alcohol serviceable area is 1,230-square feet.

The proposed hours of operation:

Tuesday through Sunday from 11 a.m. to 11p.m.

The proposed hours of alcohol service:

Tuesday through Sunday from 11 a.m. to 11p.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.

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." Marisco's El Chaka 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 the Applicant's information only.]

Transportation: (Approved)

No objection to zone change. [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.

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 1,230 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:

Tuesday through Sunday from 11 a.m. to 11p.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 17, 2024, staff has not received any letters of objection.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan (Exhibit B)
Maps
Ordinance (No. 6905)

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 2,100-SQUARE FOOT PORTION OF LOT 1A, BLOCK 17, SKYLINE TERRACE, UNIT 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 1,105 FEET WEST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 2,100-square foot portion of Lot 1A, Block 17, Skyline Terrace, Unit 7, City and County of Midland, Texas, (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present PD, Planned Development District for a Shopping Center.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 1,230 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Tuesday through Sunday from 11:00 a.m. to 11:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

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

DATE 11/28/2022
REVISION
DRAWN BY ANDY

CORNERSTONE DESIGN GROUP
PHONE 4323564006

SHEET TITLE
REFLECTED CEILING PLAN

PROJECT NUMBER: 22045
TENANT WORK AT C21
MIDLAND PARK MALL
4511 N. MIDKIFF RD.

SHEET NUMBER
A-5.1
SHEET 00 OF 09

11/28/2022

REGISTERED ARCHITECT
LOUIS DELVALLE
78680
STATE OF TEXAS

(432) 684-6005
4904 NORTH MIDKIFF ROAD
MIDLAND, TEXAS 79705

CEILING LEGEND

2'x2' SUSPENDED ACOUSTICAL CEILING

2'x2' SUSPENDED ACOUSTICAL CEILING WITH-PACED GYPSUM PANELS

2,100 SQFT

1,230 SQFT

EXISTING CEILING AND LIGHTING TO REMAIN

SEATING

ENTRY

ENTRY

01 REFLECTED CEILING PLAN
SCALE 1/8" = 1'-0"

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: Karen Borbon Alvarez		Phone (505) 435-0731 Email Karenborbon5@gmail.com	
Address 3505 Princeton Ave	City Midland	State TX	Zip 79703

Property Owner Printed Name: Natalie Jett		Phone (432) 517 5042 Email natalie.Jett@simon.com	
Address 4511 N Midkiff	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: 4511 N Midkiff Rd Suite C21 Midland TX 79705

Business Name: Mariscos El Chaka Seafood & Mexican Grill

Legal Description
Lot: Block: Subdivision:

Current Zoning: PD

Reason for Request: Sale of Alcoholic Beverages

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Restaurant

Proposed/Current Days and Hours of Operation:
Tuesday- Sunday 11:00 am - 11:00PM

Proposed Days and Hours of Alcohol Service:
Tuesday- Sunday 11:00 AM- 11:00 PM

Total Square Footage of Business: 2100 SQ FT

Square Footage of Alcohol Serviceable Area: 1230 SQ FT

Restroom Fixtures:				
Men	**Toilets/Urinals:**	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): [signature] Date: 02/20/2024

Applicant (printed): Karen Borbon

Property Owner (signature): [signature] Date: 2/20/2024

Property Owner (printed) : Natalie Jett (Midland Park Mall)

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 Karen Borbon Alvarez who, being by me duly sworn, upon oath says: That (s)he is authorized by Natalie Jett, 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 21 day of February, 20 24 to certify which witness my hand and seal of office.

ADRIANA MADRID
Notary Public
State of Texas
ID # 132304139
My Comm. Expires 01-08-2028

[signature]
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 # 1127	☑ Plans in Digital Format (PDF/JPEG)
Received By:	Date: MAR 05 2024

****Application will not be considered for scheduling until reviewed by a planner.****

TENANT WORK AT C21
MIDLAND PARK MALL
4511 N. MIDKIFF RD.
PROJECT NUMBER: 22045

SHEET NUMBER A-5.1
SHEET 00 OF 00

REFLECTED CEILING PLAN
SHEET TITLE

CORNERSTONE DESIGN GROUP
PHONE (432)664-8005

DATE 11/28/2022
REVISION
DRAWN BY ANDY

11/28/2022

REGISTERED ARCHITECT
L. LUIS DELVALLE
78680
STATE OF TEXAS

(432) 684-8005
4904 NORTH MIDKIFF ROAD
MIDLAND, TEXAS 79705

CEILING LEGEND

2'x2' SUSPENDED ACOUSTICAL CEILING

2'x2' SUSPENDED ACOUSTICAL CEILING VINYL-FACED GYPSUM PANELS

EXISTING CEILING AND LIGHTING TO REMAIN

SEATING

2,100 SQFT

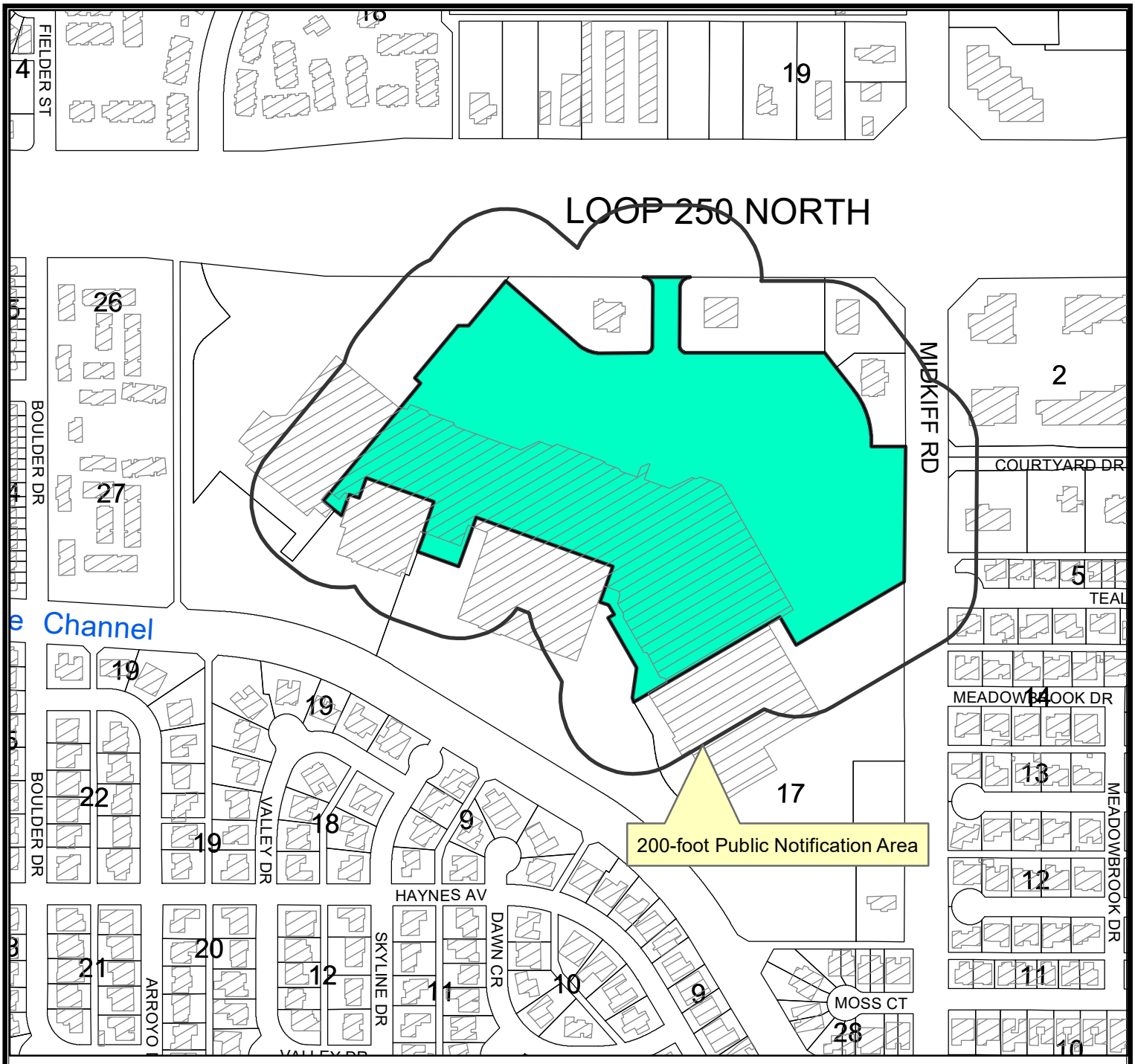
1,230 SQFT

ENTRY

ENTRY

01 REFLECTED CEILING PLAN
SCALE 1/8"=1'-0"

4511



Location Map

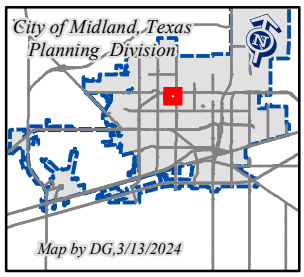
SUD-24-0177 **Scale: 1" = 400'**

Consider a request by Karen Alvarez for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a Restaurant on a 2,100 square foot portion of Lot 1A, Block 17, Skyline Terrace, Unit 7, City and County of Midland, Texas.

Generally located on the south side of West Loop 250 North, approximately 1,105-feet west of North Midkiff Road. (District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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LOOP 250 NORTH

PD

PD

PD

PD

PD

PD

PD

PD

PD

PD

PD

PD

MIDKIFF RD

COUR

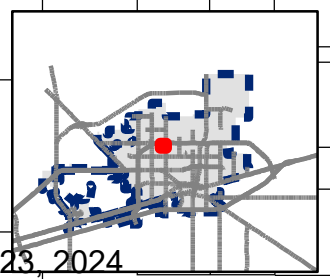
MEADOWBR

nnel

PACKET

VALLEY

35.16



April 23, 2024

Map By DG, 3/13/2024

SUD-24-0177

Scale: 1" = 250'

ZONING MAP

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pr

ORDINANCE NO. 6905

AN ORDINANCE AMENDING ORDINANCE NO. 5090A, WHICH APPROVED THE SITE PLAN FOR TRACT V OF THE "PLANNED DISTRICT" FOR A HOUSING DEVELOPMENT AND A COMMUNITY OR REGIONAL SHOPPING CENTER CREATED BY ORDINANCE NO. 5090, BY ADOPTING A NEW SITE PLAN; CONTAINING A CUMULATIVE CLAUSE; AND CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, Section Two, Subsection D-2 of Ordinance No. 5090 which created a "Planned District" for a Housing Development and a Community or Regional Shopping Center, provided that no development should be undertaken and no building permit issued on Tract V, as set out in said ordinance, without a site plan having been submitted to and approved by the Planning and Zoning Commission and the City Council; and

WHEREAS, Ordinance No. 5090A amended Ordinance No. 5090 so as to adopt a site plan in accordance with the provisions of Subsection D-2 of Section Two of said Ordinance 5090, said site plan being identified as Exhibit "A" to Ordinance 5090A and being on file in the office of the City Secretary; and

WHEREAS, the Council finds it to be in the public interest to adopt a new site plan for said "Planned District" which was created by Ordinance No. 5090, said new site plan being attached hereto as Exhibit "A" and made a part hereof for all legal purposes. The new site plan affects only that portion of the existing site plan that is currently occupied by the outdoor garden center of the Sears, Roebuck and Company retail store at Midland Park Mall;

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

SECTION ONE. That the City Council hereby amends Ordinance No. 5090A which approved a site plan for the "Planned District" for a Housing Development and a Community or Regional Shopping Center created by Ordinance No. 5090 by adopting a new site plan for said "Planned District", attached hereto as Exhibit "A" and made a part hereof for all legal purposes. Said site plan

affects only that portion of the existing site plan that is currently occupied by the outdoor garden center of the Sears, Roebuck and Company retail store at Midland Park Mall, and all other aspects of the site plan adopted under Ordinance No. 5090A shall remain in effect.

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 law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 24th day of January, A.D., 1989; and passed to second reading on motion of Council member Heck, seconded by Council member Corrales, by the following vote:

Council members voting "AYE": Heck, Corrales, Williams, Rendall, Thomas, and Marcum

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 Corrales, seconded by Council member Marcum, on the 14th day of February, A.D., 1989, at a regular meeting of the City Council:

Council members voting "AYE": Corrales, Marcum, Thomas, Williams, Heck, Rendall, and Monaghan

Council members voting "NAY": None

PASSED AND APPROVED THIS 14th day of February, A.D., 1989.

Carroll M. Thomas

Carroll M. Thomas, Mayor

ATTEST:

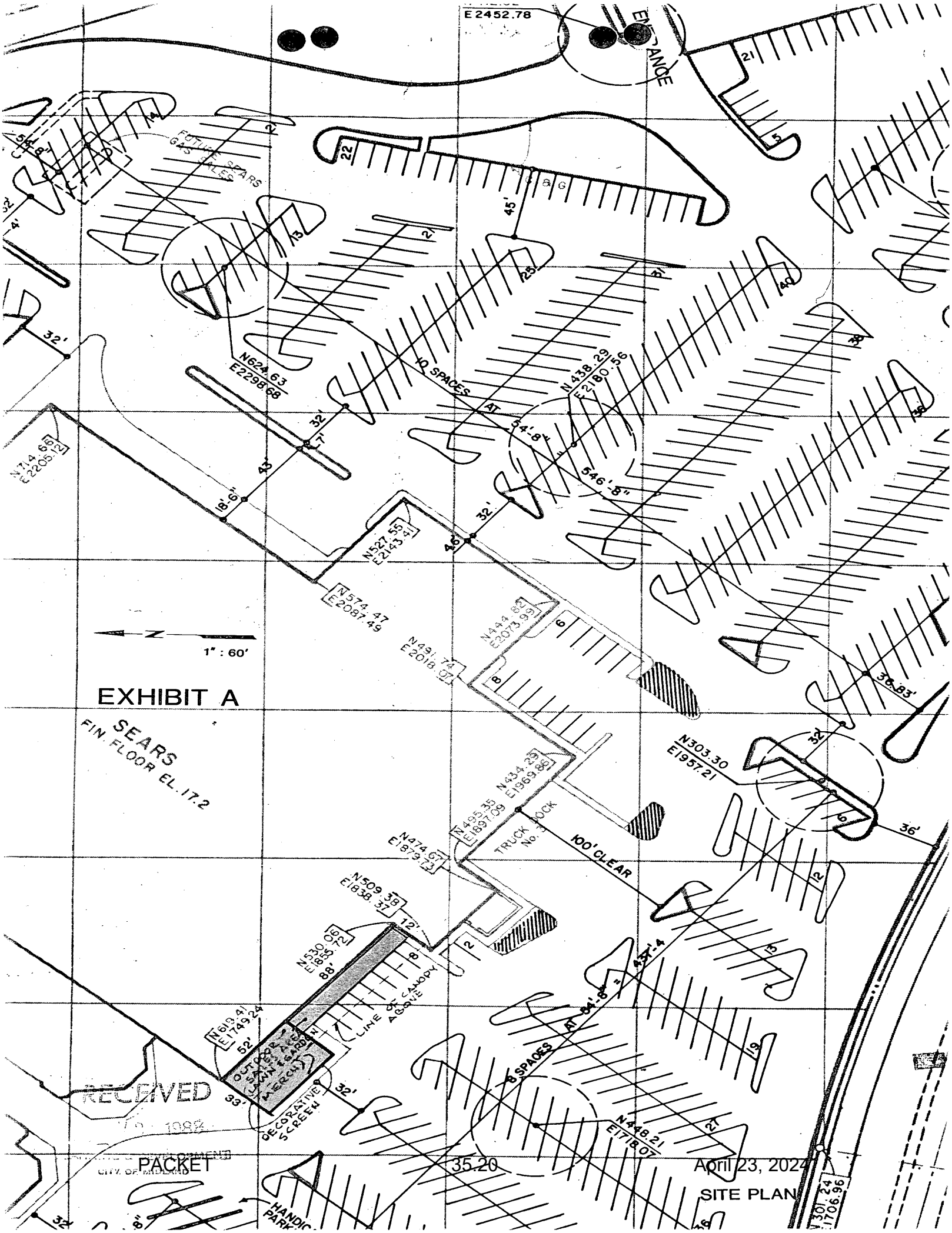
B. C. Clanton

B. C. Clanton, City Secretary

APPROVED AS TO FORM:

David W. Reagan

David W. Reagan, City Attorney


E 2452.78
ENTRANCE
EXHIBIT A
SEARS
FIN. FLOOR EL. 17.2
1" : 60'
N
10 SPACES AT 54'-8"
546'-8"
N624.63
E2298.68
N714.66
E2205.12
N574.47
E2087.49
N527.55
E2143.41
N438.29
E2180.56
N444.83
E2073.93
N491.74
E2018.91
N495.35
E1997.09
N434.23
E1969.86
N303.30
E1957.21
N474.67
E1879.73
N509.38
E1838.37
N530.06
E1865.72
N619.41
E1749.24
100' CLEAR
TRUCK DOCK
No. 1
OUTDOOR GARDEN CENTER
DECORATIVE SCREEN
LINE OF CANOPY ABOVE
8 SPACES AT 54'-8"
457'-4
N448.21
E1718.07
N301.24
E1706.96
HANDIC PARK
RECEIVED
CITY OF MIDLAND
DEVELOPMENT

City Council Meeting

Item Number: 36

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

Purpose:

The applicant, Ivania Hernandez Morales, is requesting a Specific Use Designation (SUD) with Term for Alcoholic Beverages Sales for On-Premises Consumption in a restaurant called Texas Lodge Bar & Grill located at 503 E Interstate 20.

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:

Current Zoning:

BP, I-20 Business Park District

Surrounding Zoning and Land Use:

The properties to the north are zoned PD, Planned District for a Shopping Center and are the location of houses. The properties to the east, south, and west are zoned BP, I-20 Business Park District and is the location of hotels, restaurants, a church, and other various businesses.

Discussion:

The applicant is requesting a Specific Use Designation for Texas Lodge Bar & Grill located at 503 East Interstate 20, Suite 130, to be able to sell all alcoholic beverages for on premises consumption, within a restaurant. The property is zoned BP, I-20 Business Park District, which permits the sale of all alcoholic beverages for on-premises consumption, in a restaurant with the approval of a Specific Use Designation with Term.

The restaurant is currently in operation and has a specific use designation for the sale of all alcoholic beverages under Ordinance 10366 which was approved by Council on January 24, 2023. The floor plan attached hereto as “Exhibit A” illustrates that the establishment has a total square footage of 1,763 square feet, with an alcohol serviceable area of 957 square feet. The site currently has adequate parking, access, and internal circulation.

The restaurant has the following hours of operation:

Monday through Sunday from 3 p.m. to 11 p.m.

The restaurant is proposing the following hours of alcohol service:

Monday through Sunday from 3 p.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.

When this request was originally brought before the P&Z Commission, there was a school

named Richard Milburn Academy within 300 feet of Texas Lodge Bar & Grill. Although the school is still visible on Google Maps, the school has since moved out of that location and is no longer located within 300 feet 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." (Tall City Tomorrow page 137) Texas Lodge Bar and Grill is an establishment that will provide Midland residents with a unique social gathering experience.

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 Texas Lodge Bar and Grill is acceptable. The property must adhere to the maximum occupant load of 63 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)

The Planning & Zoning Commission deferred the request for the currently active SUD on November 21, 2022. The Commission recommended approval of the currently active SUD on December 5, 2024. City Council approved the request on January 24, 2023.

The P&Z Commission recommended approval of this request on April 1, 2024.

Therefore, staff recommend approval of this request subject to conditions A through G.

Conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 957 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 3:00 p.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.

Letters of Objection:

As of April 8, staff has not received any letters of objection.

Attachments:

Application
Floor Plan (Exhibit A)
Location Map
Zoning Map
Photo
Ordinance 10366

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 1,763-SQUARE FOOT PORTION OF LOT 6A, BLOCK 62, BELMONT ADDITION, SECTION 23, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 478 FEET WEST OF SOUTH TERRELL STREET), WHICH IS PRESENTLY ZONED BP, PLZ BUSINESS PARK DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY 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 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 and welfare will be best served by granting a specific use designation with term for a 1,763-square foot portion of Lot 6A, Block 62, Belmont Addition, Section 23, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant a specific use designation with term for the sale of all alcoholic beverages for on-premises consumption, together with Lot 6A, Block 62, Belmont Addition, Section 23, City and County of Midland, Texas, as described on the plat attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 957 square feet as shown in Exhibit "A" which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 3:00 p.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.

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. Designation of 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:

_____

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

EXHIBIT "A"

GROSS INTERNAL AREA
FLOOR 1 1763 sq. ft
TOTAL 1763 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: Ivania Hernandez Morales		Phone (432) 257-5719 Email hermorfamily@gmail.com	
Address: 207 W 6ist Ave	City: Midland	State: TX	Zip: 79701

Property Owner Printed Name: Belmont Realty LLC		Phone ( ) Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: Belmont Realty Printed Name: Bob Weidner		Phone (432) 570-9206 Email bobweidner@sbcglobal.net	
Address: 503 East I-20 P.O. Box 2932	City: MIDLAND	State: TX	Zip: 79702

Street Address: 503 E Interstate 20, Ste 130, Midland, TX 79701

Business Name: Hermor Family, LLC DBA Texas Lodge Bar & Grill

Legal Description
Lot: 06A Block: 062 Subdivision: Belmont, Sec 23

Current Zoning: Business Park

Reason for Request: Franchising location and need to obtain TABC license.

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: bar & grill

Proposed/Current Days and Hours of Operation: Monday - Sunday 3-10 pm.

Proposed Days and Hours of Alcohol Service: Monday - Sunday 3-10 pm

Total Square Footage of Business: 1763

Square Footage of Alcohol Serviceable Area: 957

Restroom Fixtures:			
Men	**Toilets/Urinals:** 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:
  - Seati
  - Exits
  - Restr
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint

Signatures

Applicant (signature):	Date: 2/26/24
Applicant (printed): Ivania Hernandez Morales	
Property Owner (signature): Bob Weidner	Date: 2/26/24
Property Owner (printed): Bob Weidner	

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 Ivania Hernandez Morales who, being by me duly sworn, upon oath says: That (s)he is authorized by Bob Weidner, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 4th day of March, 2024, 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 13[illegible]2907

NOTARY PUBLIC, MIDLAND COUNTY, TEXA

FOR OFFICE USE ONLY

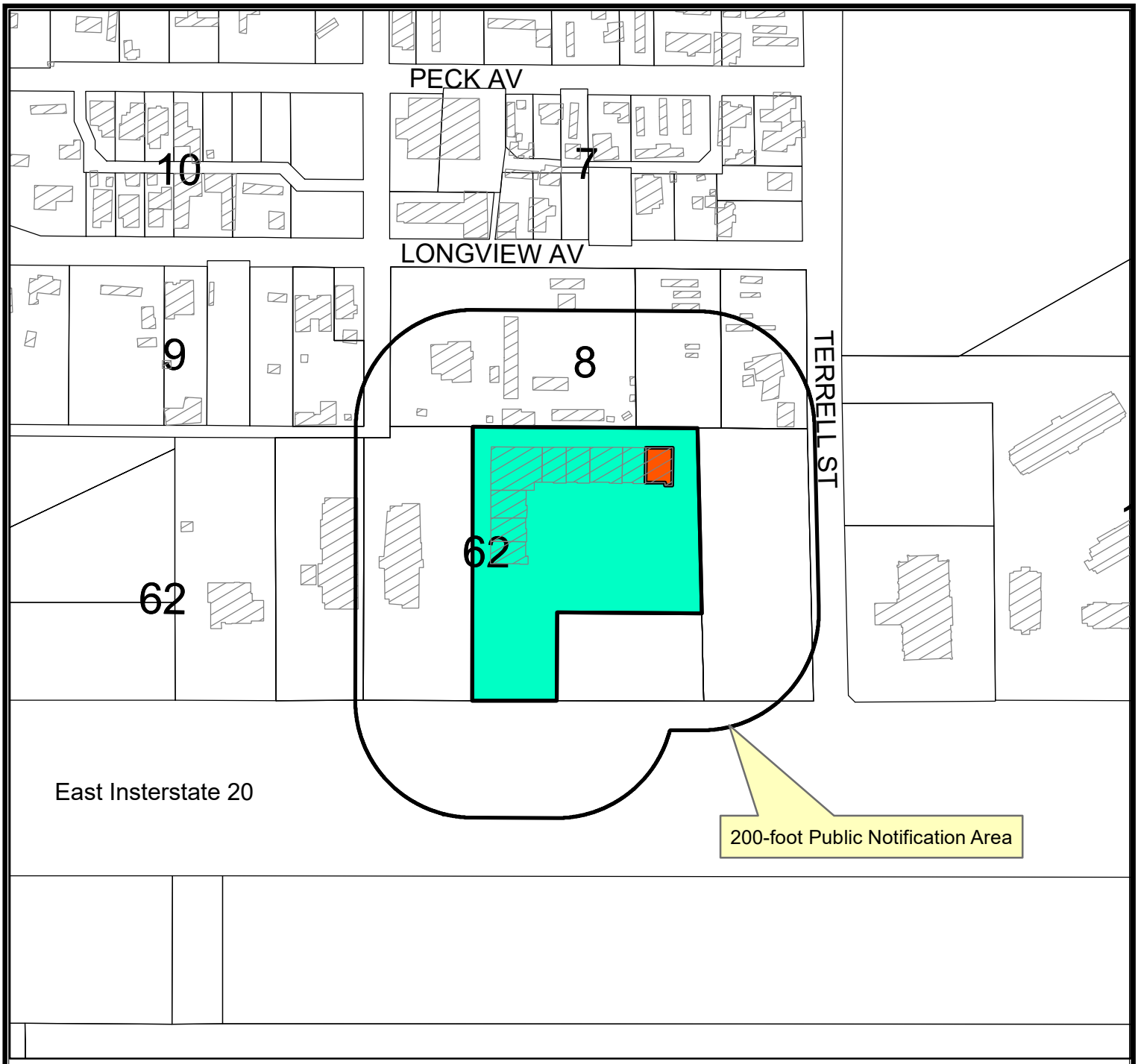
☑ Property Owner Authorization	☑ Dimensioned Floor Plan
☑ Application Fee	☑ Site Plan
Check # 1306 cash	☑ Plans in Digital Format (PDF/JPEG)

RECEIVED MAR 04 2024

Received By: _____ Date: _____

Application will not be considered for scheduling until reviewed by a planner.

KITCHEN
25'1" x 28'1"
Kitchen 700 sqft
UTILITY
6'10" x 9'4"
HALLWAY
14'6" x 9'11"
WOMEN'S
8'9" x 7'0"
OFFICE
8'9" x 9'3"
MEN'S
6'2" x 7'10"
HALLWAY
14'2" x 4'4"
BAR
14'2" x 12'11"
Total Area 1763 sqft
Alcohol Serviceable Area 957sqft
DINING
11" x 30'0"
GROSS INTERNAL AREA
FLOOR 1 1763 sq ft
TOTAL 1763 sq ft



Location Map

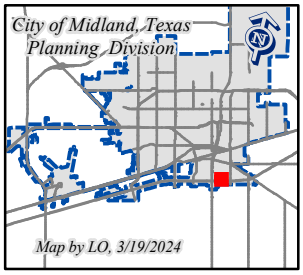
SUB-24-0716 **Scale: 1" = 245'**

A request by Ivania Hernandez Morales for a Specific Use Designation with Term for the sale of all alcoholic beverages for on premises consumption in a restaurant on a 1,763 square foot portion of Lot 6A, Block 62, Belmont Addition, Section 23, City and County of Midland, Texas.

Generally located on the north side of East Interstate 20, approximately 478 feet west of South Terrell Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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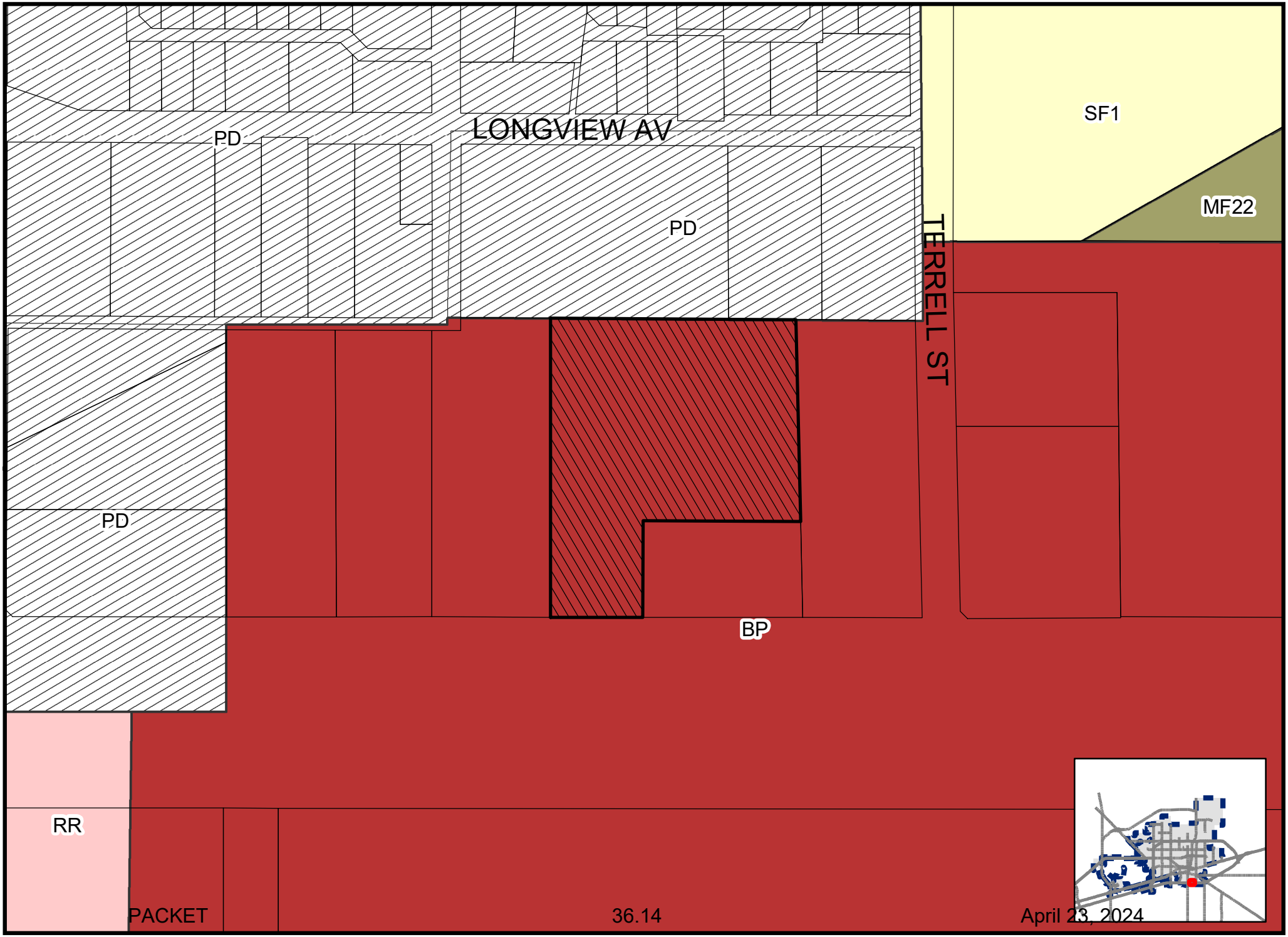
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

April 23, 2024



Map By LO, 3/20/24

SUD-24-0176

Scale: 1" = 189'

ZONING MAP

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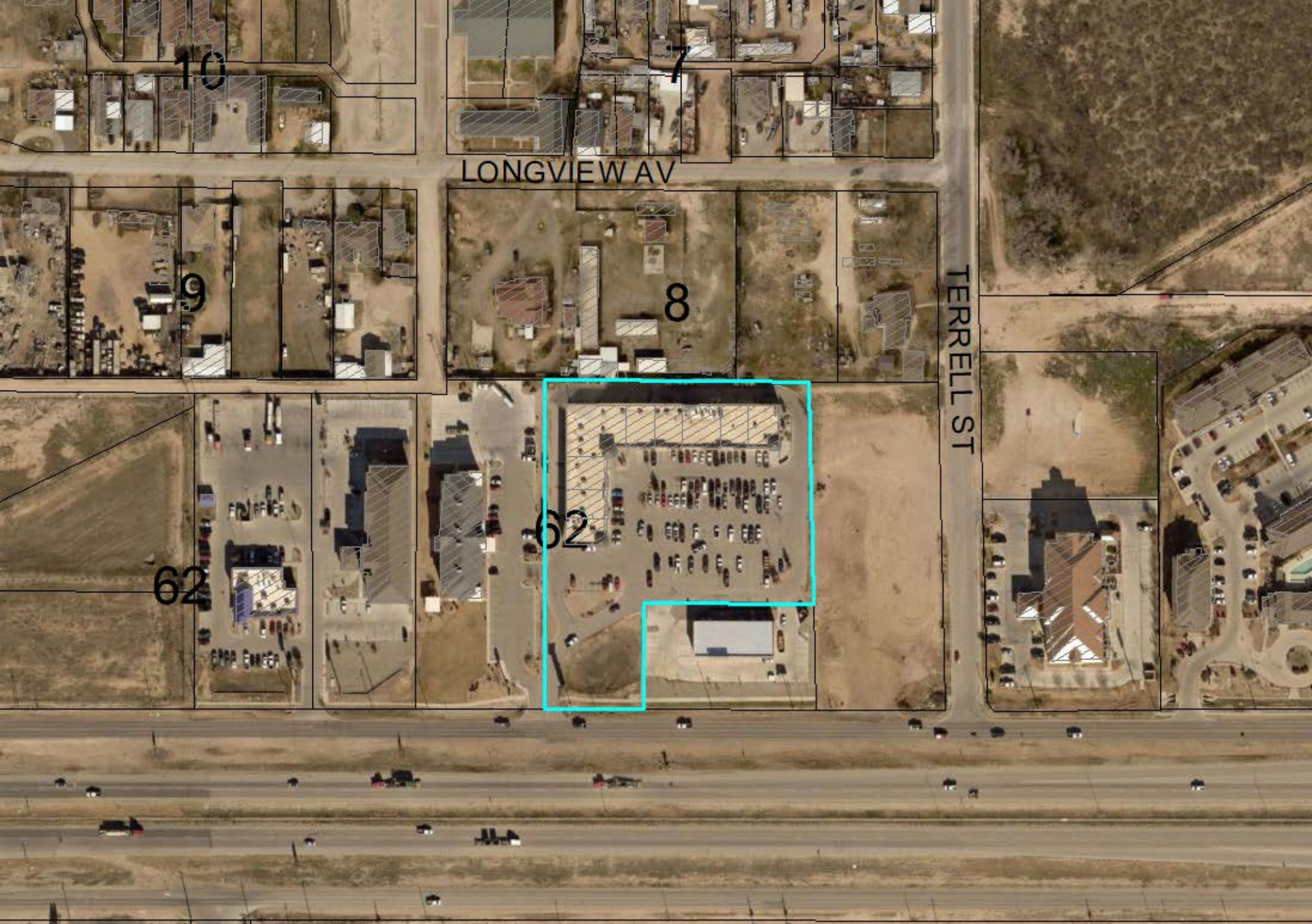

10
7
LONGVIEW AV
9
8
TERRELL ST
62
62

Peaceful Massage
TEXAS LODGE
BAR & GRILL
Jeep

ORDINANCE NO. 10366

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

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 1,763-square foot portion of Lot 6A, Block 62, Belmont Addition, Section 23, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present BP, I-20 Business Park District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 957 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 11:00 a.m. to 10:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland,

Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 10th day of January, A.D., 2023; and passed to second reading on motion of Council member Ladd, seconded by Council member Corrales, 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 Stretcher Burkes, on the 24th day of January, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE": Stretcher Burkes, Corrales, Poole, Blong, Dufford, Norman

Council members voting "NAY": None

PASSED AND APPROVED THIS 24th day of January, A.D., 2023.

Lori Merritt Blong, Mayor

ATTEST:

Amy M. Turner, City Secretary

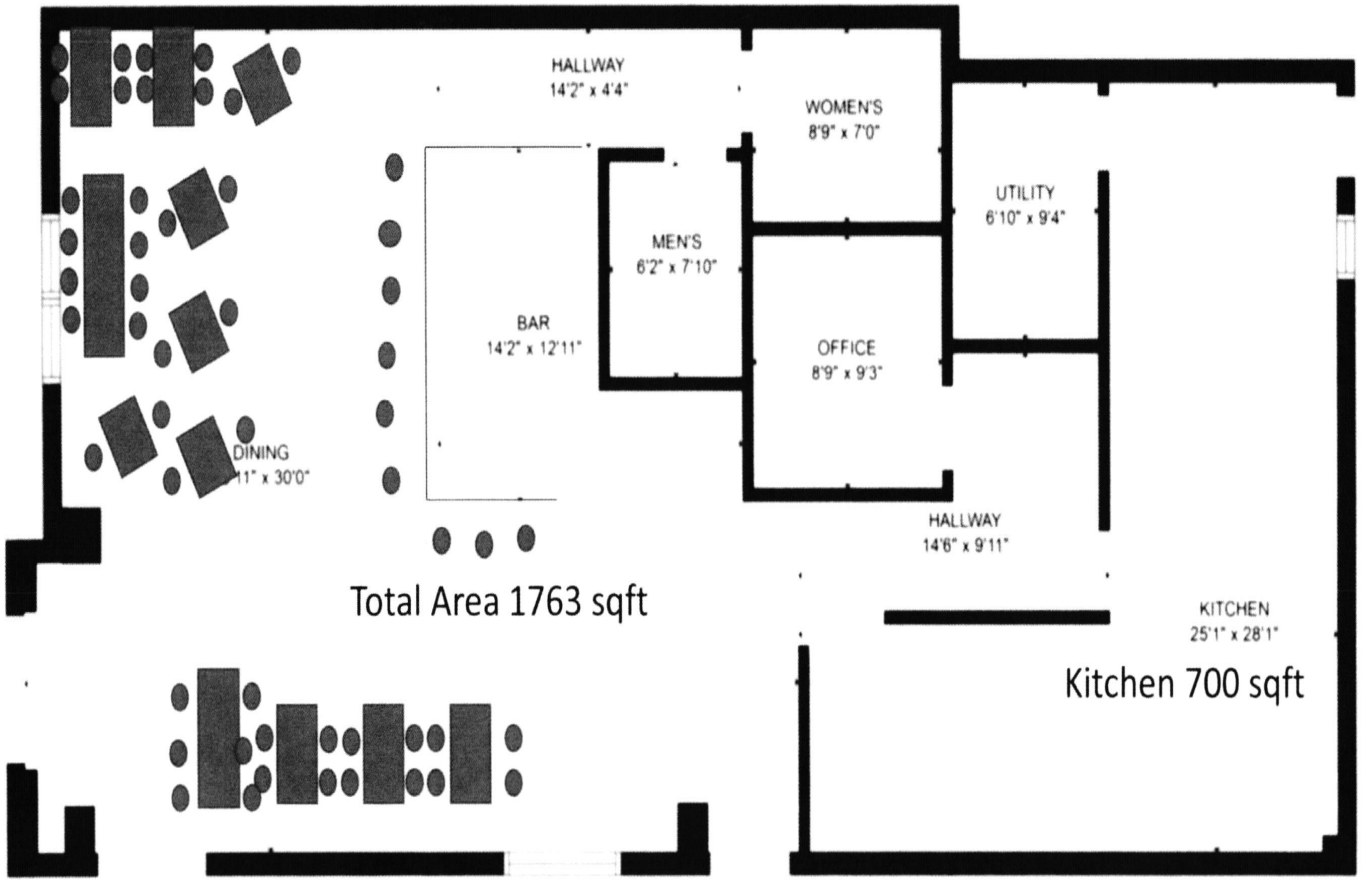
APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"



GROSS INTERNAL AREA
FLOOR 1 1763 sq. ft
TOTAL 1763 sq. ft

APPROVED

10366

City Council Meeting

Item Number: 16

Meeting Date: January 24, 2023 (January 10, 2023)

To: City Council / City Manager

From: Landon Ochoa, Planner

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

Purpose:

The applicant, Elisama Corzo, is requesting a Specific Use Designation (SUD) for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant Texas Lodge Bar & Grill, located at 503 East Interstate 20, Suite 130.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Discussion:

Analysis:

The applicant is requesting a Specific Use Designation for Texas Lodge Bar & Grill located at 503 East Interstate 20, Suite 130, to be able to sell all alcoholic beverages for on premises consumption, within a restaurant. The property is zoned BP, I-20 Business Park District, which permits the sale of all alcoholic beverages for on-premises consumption, in a restaurant with the approval of a Specific Use Designation with Term.

The restaurant is currently in operation and does not have a specific use designation for the sale of all alcoholic beverages. The floor plan attached hereto as "Exhibit A" illustrates that the establishment, will have a total square footage of 1,763 square feet, with an alcohol serviceable area of 957 square feet. The site currently has adequate parking, access, and internal circulation.

The restaurant has the following hours of operation:

Monday through Sunday from 11 a.m. to 10 p.m.

The restaurant is proposing the following hours of alcohol service:

Monday through Sunday from 11 a.m. to 10 p.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There is a school named Richard Milburn Academy approximately 250 feet west of the Texas Lodge Bar & Grill. There is also a Garely's Mexican Restaurant approximately 75 feet east of the school which already has an alcohol SUD which was approved on December 8, 2021. A wrong judgment call was made that the school was private. Since then, we have contacted Richard Milburn Academy and they have clarified that they are a public school for ninth through twelfth graders. However, we have received a letter from the school stating that they do not support nor oppose the restaurant getting their alcohol SUD.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objections.

Engineering: (Approved)

No objections. [For the Applicant's information only.]

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Building Code: (Approved)

The SUD is acceptable. The property must adhere to the maximum occupant load of 63 for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved)

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to* "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) Texas Lodge Bar and Grill is an establishment that will provide Midland residents with a unique social gathering experience. The Planning and Zoning Commission Approved this request on December 5, 2022.

Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to conditions A through G.

Conditions:

A. **That the serviceable area of the restaurant shall be limited to approximately 957 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**

B. **That the days and hours of alcoholic beverages sales and consumption shall be limited to:**

Monday through Sunday from 11 a.m. to 10 p.m.

C. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

D. **That the establishment shall meet all requirements of the Fire Department and Code Administration.**

E. **That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**

F. **That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.**

G. **That in accordance with Section 9.07.E.3 of the zoning ordinance, the restaurant shall be in operation within 120 days from the final adoption date of this ordinance.**

Letters of Objection:

As of January 5, 2023, staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan (Exhibit B)
Maps

Robert Patrick

City Manager's Office

MIDLAND
Planning Division

Specific Use Permit with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUD-22-0143

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Elpsama Corzo		Phone (432) 212-9268 Email texaslodgebargrill@gmail.com	
Address 620 Dale St	City Odessa	State TX	Zip 79761

Property Owner Printed Name: BELMONT REALTY LLC		Phone (432 570-9206 Email service@overheaddoorpermianbasin.com	
Address P.O. BOX 2932	City MIDLAND	State TX	Zip 79702

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 503 E I20 Frontage Rd, Ste 130, Midland, TX 79701

Business Name: Texas Lodge Bar & Grill

Legal Description
Lot: 06A Block: 062 Subdivision: Belmont, Sec 23

Current Zoning: Business Park

Reason for Request: To obtain TABC license

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: bar & grill

Proposed/Current Days and Hours of Operation: Monday - Sunday

Proposed Days and Hours of Alcohol Service: 10 AM - 10PM

Total Square Footage of Business: ~~1883~~ 1763

Square Footage of Alcohol Serviceable Area: 957

Restroom Fixtures:				
	Men	**Toilets/Urinals:** 1 1	**Bathroom Sinks:** 1
	Women	**Toilets:** 1	**Bathroom Sinks:** 1

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):	Date: 8/25/22
Applicant (printed): Elissema Corzo	
Property Owner (signature): Robert Belmont Weidner	Date: 8/25/22
Property Owner (printed): Robert Belmont Weidner	

The Specific Use Permit with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Elisa Camelo Corzo who, being by me duly sworn, upon oath says: That (s)he is authorized by Robert B Weidner, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 13 day of September, 20 22, to certify which witness my hand and seal of office.

Theodore Michael Schroeder
Notary Public, State of Texas
My Comm. Exp. 02-28-2026
ID No. 13361619-4

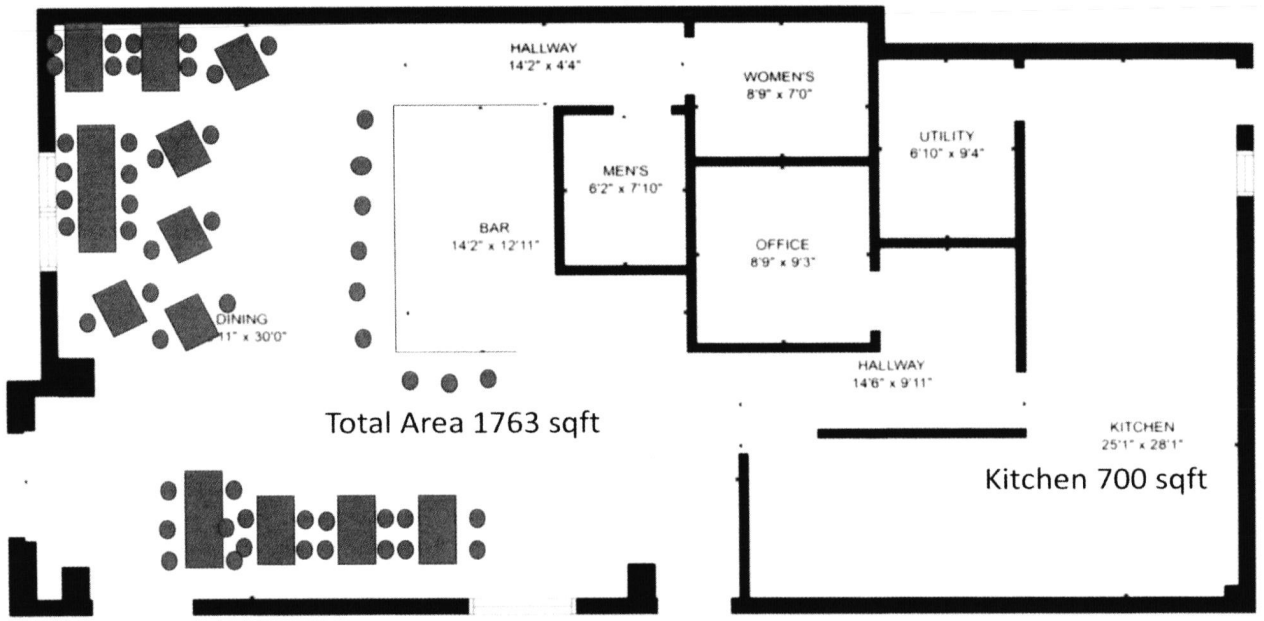
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

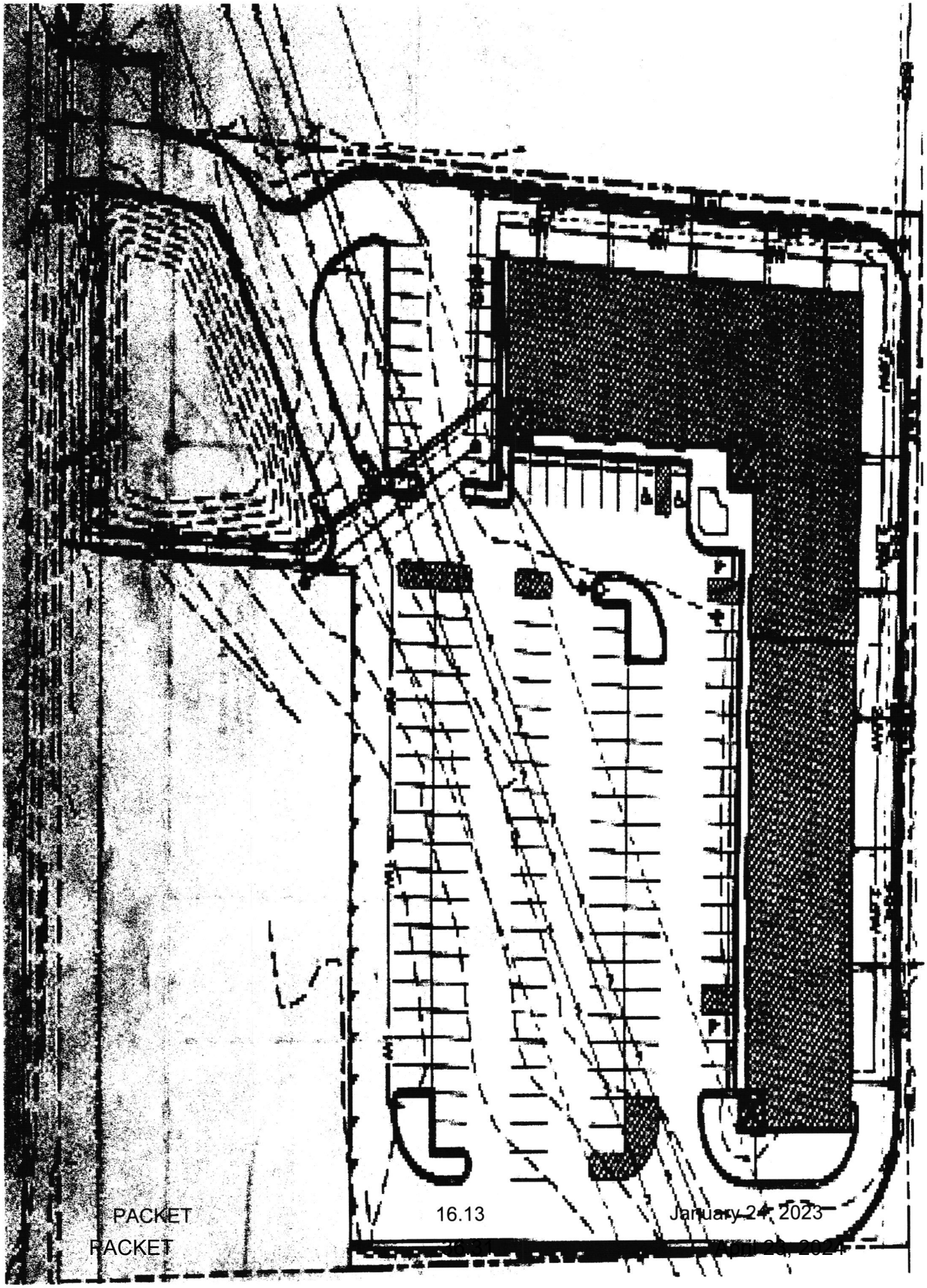
FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☑ Dimensioned Floor Plan
☐ Application Fee	☑ Site Plan
Check # 1085	☐ Plans in Digital Format (PDF/JPEG)
Received By: DB	Date: 9-13-22

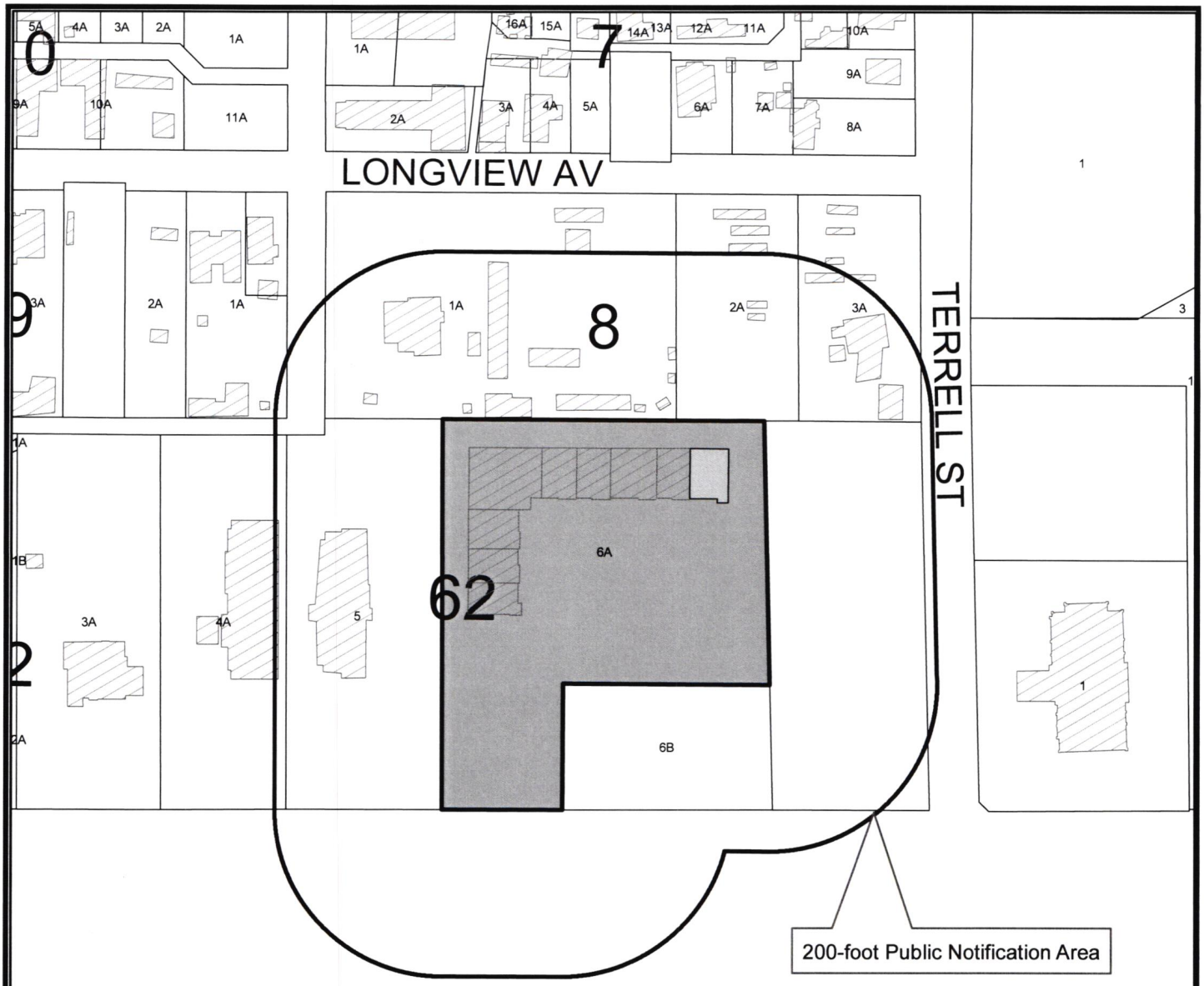
****Application will not be considered for scheduling until reviewed by a planner.****

EXHIBIT "A"



GROSS INTERNAL AREA
FLOOR 1 : 1763 sq. ft
TOTAL : 1763 sq. ft





LOCATION MAP

SUD-22-0143 **Scale: 1" = 2,168'**

Consider a request by Elisa Carzo for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages, for on premises consumption in a Restaurant on a 1,763 square foot portion of Lot 6A, Block 62, Belmont Addition, Section 23, City and County of Midland, Texas.
Generally located on the north side of East Interstate 20, approximately 478-feet west of South Terrell Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

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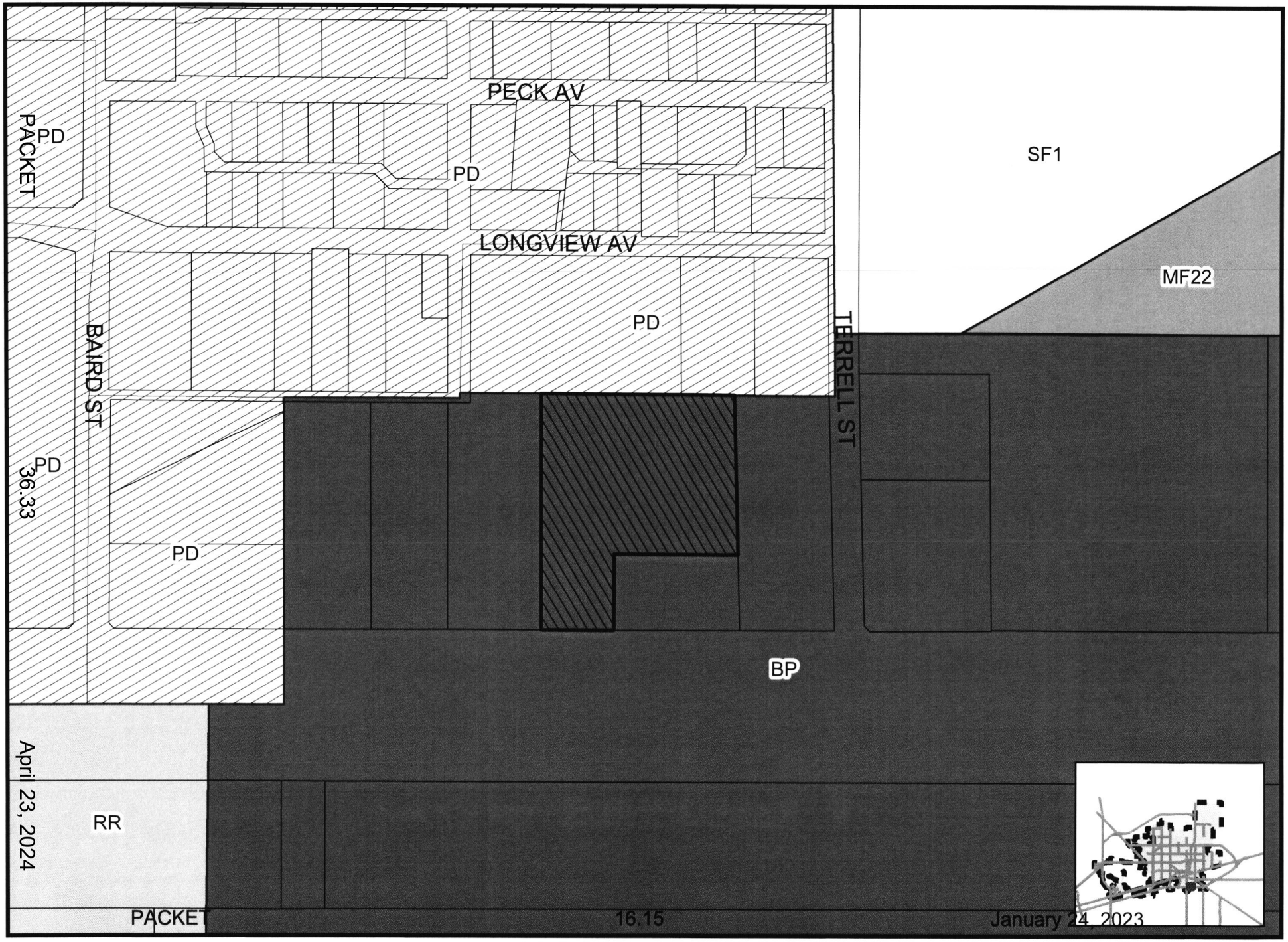

Map By LO, 9/28/2022

SUD-22-0143

Scale: 1" = 2,859'

ZONING MAP

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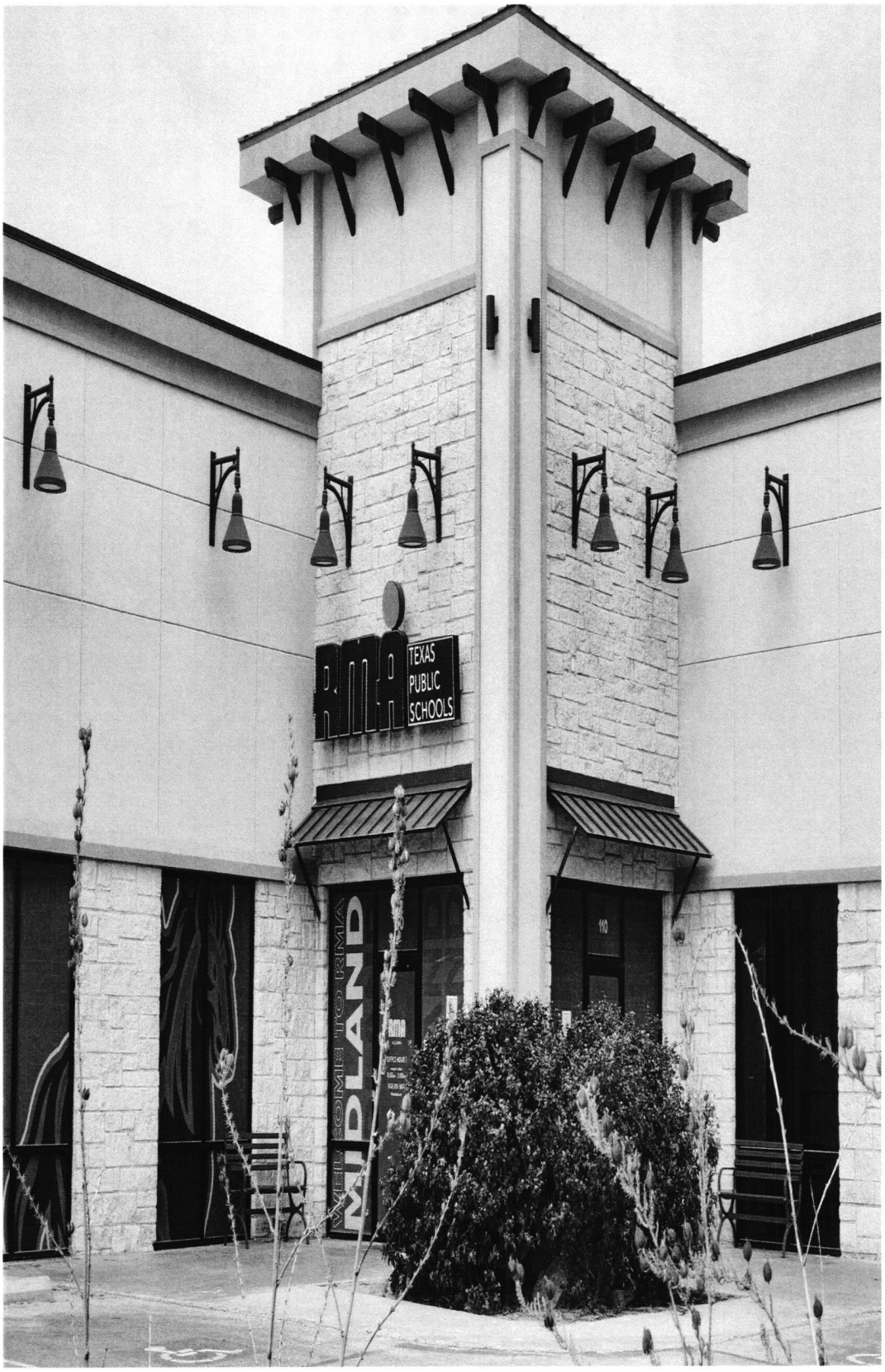
Peaceful Massage
HEX
HATS

IHOP
Domino's
BARBERSHOP
FX4
FX4
FX4

Domino's
TOP NAIL
FX4
TUNDRA


TEXAS
PUBLIC
SCHOOLS
MIDLAND

RMA TEXAS PUBLIC SCHOOLS

Richard Milburn Academy • Central Office
13003 Jones Maltsberger • San Antonio, TX 78247
830-557-6181 • FAX 830-557-5424

November 30, 2022

RE: Belmont Marketplace Shopping Center
503 East I-20
Midland, Texas 79701

To: The City of Midland

Richard Milburn Academy, a Texas Public Charter School, is currently a tenant at the Belmont Marketplace in Midland, TX. Our current lease expired on July 31, 2022. We have extended our lease through January 31, 2023. However, it is our intent to vacate by March as we have had construction delays at the new location we will be moving to.

We have been notified that both Garely's Mexican Restaurant and Texas Lodge Bar & Grill have applied for a sale of alcoholic beverages for on-premises consumption. As a Texas Public Charter School, we would prefer to neither support nor oppose of the sale of alcohol by an establishment located 250 feet away from our Midland campus.

Please do not hesitate to reach out to us should you need additional information.

Sincerely,

Armard Anderson

Armard Anderson, Ed.D.
Superintendent of Schools

Date: April 16, 2024

To: The Honorable Mayor Blong and Council

From: Vanessa Magallanes, Chief Deputy City Secretary

Subject: Annual Recruitment Applications

Dear Council, included with this memo are the applications received for the vacancy on the Citizens Development Hotel/Motel Advisory Board and the Planning and Zoning Commission.

Citizens Development Hotel/Motel Advisory Board:

1 – Vacancy (Lawrence)

- **Charles Harrington**

(The Applicants below applied for the Citizens Development Hotel/Motel Advisory Board for the previous vacancy on March 19, 2024.)

- **Joy Maraio**
- **Kelly Stout**

Planning and Zoning Commission:

1 – Alternate Vacancy (Vega)

- **Justin Willmon**
- **Aaron Hunter**
- **Tommy Reynolds**
- **Justin Dolan**
- **Sarah Dehlinger**
- **Dara Richardson**
- **Joy Paulson**
- **J. Brian Martin**
- **Parker Hall**
- **Joshua Garza**

BOARDS AND COMMISSIONS OF THE CITY OF MIDLAND

April 23, 2024

AIRPORT PLANNING AND DEVELOPMENT BOARD

(Advisory)
(Membership-10; Terms - 3 Years expiring 3-3-4.)

	Appt Date	Term Expires	Eligibility Expires
Dave Joyner	10/21	Sept 30 2024	Sept 30 2027
Justin Kuethe	09/19	Sept 30 2025	Sept 30 2025
Nick McClure	09/19	Sept 30 2025	Sept 30 2025
James Linderman	04/22	Sept 30 2025	Sept 30 2028
Frank Kisner	09/22	Sept 30 2025	Sept 30 2028
Brandon Patterson	09/22	Sept 30 2025	Sept 30 2028
Gena Linebarger	09/20	Sept 30 2026	Sept 30 2026
Benjamin Fietz	09/20	Sept 30 2026	Sept 30 2026
John Echols	09/23	Sept 30 2026	Sept 30 2029
Samuel Jolliffe V	09/23	Sept 30 2026	Sept 30 2029

Justine Ruff (Liaison)
Robin Poole (Council Liaison)

Ex-Officio members are Earl Erdman and Harry Spannaus, the City Manager and the City Attorney. The Secretary is the Director of Aviation.

Eligibility Requirements: Resident of Midland County

ANIMAL CONTROL ADVISORY COMMISSION

(Advisory)
(Membership - 7; Terms - 4 Years)

	Appt Date	Term Expires	Eligibility Expires
Melissa Griffin-Hobson (daily operations)	08/23	Sept 30 2025	Does Not Expire
Dr. J. Annette Jensen (Veterinarian)	04/20	Sept 30 2024	Does Not Expire
Tasha Sport	04/20	Sept 30 2024	Sept 30 2028
Sharla Hotchkiss	04/20	Sept 30 2024	Sept 30 2028
Dianne Anderson (County)	11/23	Sept 30 2027	Does Not Expire
Alyson Dial	09/18	Sept 30 2026	Sept 30 2026
Beth Meeks	09/22	Sept 30 2026	Sept 30 2030

Melissa Griffin-Hobson (Staff Liaison)
Dan Corrales (Council Liaison)

Eligibility Requirements: 1 License Veterinarian, 1 Animal Shelter Employee, 1 Animal Welfare Organization Representative, 1 County or Municipal Official, 3 Citizens

BARBARA AND GEORGE H.W. BUSH CONVENTION CENTER ADVISORY BOARD

(Advisory)

(Membership-7; City Appoints 4 Seats; Terms – 3 Years - Staggered)

	Appt Date	Term Expires	Eligibility Expires
Kevin Nelson	09/23	Sept 30 2024	Sept 30 2027
Randall Milloy	09/23	Sept 30 2025	Sept 30 2028
Tucker Schneemann	09/23	Sept 30 2025	Sept 30 2028
Dillon Custer	09/23	Sept 30 2026	Sept 30 2029

Robin Poole (Council Liaison)

Non-voting Ex-Officio member is the City Governance Officer/City Secretary.

BUILDING AND FIRE CODE REVIEW COMMITTEE/CONSTRUCTION BOARD OF ADJUSTMENTS & APPEALS

(Decision Making)

(Membership – 9; Terms – 6 Years)

Shall consist of two architects, a fire protection contractor or specialist, a general contractor, an electrical contractor, a homebuilder, a plumbing and mechanical contractor, a structural engineer, a City Council Liaison

	Appt Date	Term Expires	Eligibility Expires
Ryan Almand (Electrical Contractor)	12/18	Sept 30 2024	Sept 30 2030
Jay Bradford (Architect)	12/18	Sept 30 2024	Sept 30 2030
T.J. McClure (Architect)	12/18	Sept 30 2024	Sept 30 2030
Laurence Oeth (Structural Engineer)	12/18	Sept 30 2024	Sept 30 2030
Gary Glasscock (General Contractor)	12/18	Sept 30 2024	Sept 30 2030
Robert Anderson (Homebuilder)	12/18	Sept 30 2024	Sept 30 2030
Dean Kelly (Plumbing & Mechanical Contractor)	04/22	Sept 30 2028	Sept 30 2034
Kenneth Whiting (Fire Protection)	04/22	Sept 30 2028	Sept 30 2034
Jeff Pinkstaff (Liaison)	12/18	Sept 30 2024	Sept 30 2030

Dan Corrales (Council Liaison)

Eligibility Requirements: Members shall reside within the City.

CAPITAL IMPROVEMENT ADVISORY COMMITTEE

(Advisory)
(Membership – 7)
A minimum of 40% must be representative of real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity.)

	Appt Date
Carl Craigo	10/19
Walter Pate	06/18
Mark Payne	06/18
Brian Sales	06/18
Kerry Koehler	09/23
Gabriel McClelland (Staff Liaison)	09/23
Bill Scott	09/22
Robin Poole (Council Liaison)	

CITIZENS DEVELOPMENT AND HOTEL/MOTEL ADVISORY BOARD

(Advisory)
(Membership - 7; Terms - 2 Years Staggered)

	Appt Date	Term Expires	Eligibility Expires
Brandon Ofield	09/20	Sept 30 2024	Sept 30 2024
Ankur Bhakta	09/22	Sept 30 2024	Sept 30 2026
Cole Harrison	09/22	Sept 30 2024	Sept 30 2026
VACANT (Lawrence)	09/22	Sept 30 2024	Sept 30 2026
Clint Williamson	04/21*	Sept 30 2025	Sept 30 2025
Heather Bredimus	09/23	Sept 30 2025	Sept 30 2027
Shonna Garcia	03/24*	Sept 30 2025	Sept 30 2029

Marcia Bentley-German (Staff Liaison)
Robin Poole (Council Liaison)
John Norman (Council Liaison)

Eligibility Requirements: Members shall be thoroughly familiar with Chapter 351, “Municipal Hotel Occupancy Taxes”, 1 Member Representative of Hotel/Motel Association.

MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

(Separate Legal Entity)
Five Directors, Elected by Local Taxing Entities.
City Nominates/Cast Vote for one Director
(Terms - 2 Years)

	Appt Date	Term Expires
Robert McNaughton	11/15	Dec 31 2026

MIDLAND DEVELOPMENT CORPORATION

(Decision Making/Separate Legal Entity)
(Membership - 7; Terms -3 Years - Staggered)

	Appt Date	Term Expires	Eligibility Expires
Chase Gardaphe	01/19	Jan 14 2025	Jan 14 2025
Barry Simpson	01/19	Jan 14 2025	Jan 14 2025
Brad Bullock	04/21*	Jan 14 2026	Jan 14 2029
P Lourcey Sams	04/20*	Jan 14 2026	Jan 14 2026
Jill Pennington	04/20*	Jan 14 2026	Jan 14 2026
Zachary Deck	01/23	Jan 14 2026	Jan 14 2029
Elvie Brown	10/23*	Jan 14 2025	Jan 14 2030

Vanessa Magallanes (Staff Liaison)
Amy Stretcher-Burkes (Council Liaison)
Lori Blong – Mayor (Council Liaison)

Eligibility Requirements: No director or employee shall be related to a current City Council member.

MIDLAND DOWNTOWN PARK CONSERVANCY BOARD

(Separate Legal Entity)
(Membership - 7; City Appoints 3 Seats; Terms -3 Years - Staggered)
(Resolution of appointment is made each February and each appointment must be ratified by the Conservancy Board in March at their annual meeting)

	Appt Date	Term Expires	Eligibility Expires
Barry Beal Jr. (Traci Proctor 2/24)	08/18	Sep 30 2024	Sep 30 2024
Sharla Hotchkiss	07/20*	Sep 30 2025	Sep 30 2028
Elvie Brown	02/23	Sep 30 2026	Sep 30 2029

MIDLAND HIGHER EDUCATION FACILITIES CORPORATION

(Membership - 7; Terms - 2 Years Staggered)

	Appt Date	Term Expires	Eligibility Expires
Steve Jones	**09/08***	**Jan 1 2010**	**Jan 1 2012**
Cathy Oestmann	**11/05***	**Jan 1 2010**	**Jan 1 2010**
Vacancy		**Jan 1 2007**	
Vacancy		**Jan 1 2007**	
Vacancy		**Jan 1 2007**	
Vacancy		**Jan 1 2009**	
Curt Kamradt	**11/05***	**Jan 1 2014**	**Jan 1 2014**

Sharla Hotchkiss (Liaison)

MIDLAND HOUSING AUTHORITY COMMISSION

(Separate Legal Entity)
(Membership - 5; Terms - 2 Years expiring 3 even & 2 odd.)
Appointments Made by Mayor (LGC 392.031)

	Appt Date	Term Expires
Wes Gotcher	09/20	Oct 2024
Latoya Mayberry	06/21	Oct 2025
Cheryl Wadley (Resident Commissioner)	11/19	Oct 2025
Michelle Evans	10/23	Oct 2025
Neville Peyton	10/23	Oct 2025

Isaac Garnett (Staff Liaison)

Eligibility Requirements: No member may be an officer or employee of the City of Midland.

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD

(Decision Making/Separate Legal Entity)
(Membership – 12 with 6 appointed by Midland; Terms - 2 Years Staggered; Can serve 3 terms)

	Appt Date	Term Expires	Eligibility Expires
Don “Woody” Woodward	09/22	Sept 30 2024	Sept 30 2028
VACANT (Corrales)	09/22	Sept 30 2024	Sept 30 2028
Robert Crites	10/22	Sept 30 2024	Sept 30 2028
Joseph Sanchez	12/19*	Sept 30 2027	Sept 30 2027
Daniel Norwood	04/21*	Sept 30 2029	Sept 30 2029
Randall Milloy	10/23	Sept 30 2025	Sept 30 2027

Taha Sakrani (Staff Liaison)

MIDLAND SPACEPORT DEVELOPMENT CORPORATION

(Decision Making)
(Membership – 7 with 4 appointed by City of Midland & 3 by Midland County; 2 Year-Terms)

	Appt Date	Term Expires
Frank Kisner (City)	04/23	Sept 30 2025
Stephen Lowery (County)	02/24*	Sept 30 2025
Frank Tarzian (County)	02/24*	Sept 30 2025
Ed Anderson (County)	04/23	Sept 30 2025
John Trischitti III (City)	11/23	Sept 30 2025
Claudius Sanchez Czyzewska (City)	11/23	Sept 30 2025
David Tryson (City)	11/23	Sept 30 2025

Justine Ruff (Staff Liaison)

OIL AND GAS ADVISORY COMMITTEE

(Advisory)
(Membership – 5; Terms – 3 Years expiring 2-2-1)
2 real property developer, real estate sales, or developer; 3 Lic. petroleum engineer, engineer w/ bachelor, or geologist

	Appt Date	Term Expires	Eligibility Expires
Rhett Bullock (Petroleum Eng.)	09/21	Sept 30 2024	Sept 30 2027
Cameron Willmann (Real Estate)	10/21*	Sept 30 2024	Sept 30 2027
Scott Bowden (Real Estate)	10/19	Sept 30 2025	Sept 30 2025
Ross Klabon (Petroleum Eng.)	10/19	Sept 30 2025	Sept 30 2025
Layton Hargesheimer	10/23	Sept 30 2026	Sept 30 2029

Ron Jenkins (Staff Liaison)

Eligibility Requirements: 3 Petroleum Engineers or Geologists and 2 with Property Development or Real Estate Experience.

PARKS AND RECREATION COMMISSION

(Advisory)
(Membership - 9; Terms - 3 Years expiring 3-3-3.)

	Appt Date	Term Expires	Eligibility Expires
VACANT (Howard)	02/16*	Sept 30 2024	Sept 30 2024
Laura Smith	10/19	Sept 30 2025	Sept 30 2025
Amber Voithorer	09/22	Sept 30 2025	Sept 30 2028
Rachel Overman	09/22	Sept 30 2025	Sept 30 2028
Sarah Judge	09/22	Sept 30 2025	Sept 30 2028
Lynn Rogers	09/22	Sept 30 2025	Sept 30 2028
Susannah Prucka	04/20*	Sept 30 2026	Sept 30 2026
Dal Watson	09/20	Sept 30 2026	Sept 30 2026
Andra Jones	09/23	Sept 30 2026	Sept 30 2029

Laurie Williams (Staff Liaison)
John Norman (Council Liaison)

Eligibility Requirements: Resident Citizen, Taxpayer and Qualified Voter.

PERMIAN BASIN COMMUNITY CENTER FOR MH/MR (PermiaCare)

(Separate Legal Entity)
(Membership 9 - 2 (City); Terms - 2 Years)

	Appt Date	Term Expires
Derek Cook (City)	06/21	June 2025
Mickey Cargile (City)	09/23	June 2025

PERSONNEL BOARD OF APPEALS

(Decision Making)
(Membership - 3; No designated terms. Mayor appoints.)

	Appt. Date
Scott Dufford	01/14
Hugh A. “Andy” Shaffer	09/05
Lori Blong	01/23

Mark Widman (Staff Liaison)

Eligibility Requirements: Board consists of two City Council members and one other member who is not a City employee.

PLANNING AND ZONING COMMISSION

(Decision Making)
(Membership - 7; Terms - 3 Years)

	Appt Date	Term Expires	Eligibility Expires
Adrian Carrasco	09/21	Sept 30 2024	Sept 30 2027
Emily Holeva	09/22	Sept 30 2025	Sept 30 2028
Abraham Bejil	09/22	Sept 30 2025	Sept 30 2028
Steven Villela	05/23*	Sept 30 2026	Sept 30 2029
Lucy Sisniega	09/20	Sept 30 2026	Sept 30 2026
John Burkholder	10/23	Sept 30 2026	Sept 30 2029
Brennan Berry	10/23	Sept 30 2026	Sept 30 2029
ALTERNATES:			
VACANT (Vega)	09/22	Sept 30 2025	Sept 30 2028
Joshua Sparks	10/23	Sept 30 2026	Sept 30 2029

Xavier Bauguess (Staff Liaison)

Eligibility Requirements: Resident citizen of City of Midland, owner of real property within the City Limits and qualified Voter.

ZONING BOARD OF ADJUSTMENT AND AIRPORT ZONING BOARD OF ADJUSTMENT

(Decision Making)
(Membership - 5; Terms - 2 Years expiring 3 odd & 2 even.)

	Appt Date	Term Expires	Eligibility Expires
Reed Claybrook	03/19*	Sept 30 2024	Sept 30 2024
James Gerety	10/22	Sept 30 2024	Sept 30 2026
Rachel Walker	10/23	Sept 30 2025	Sept 30 2027
Elizabeth Moore	10/23	Sept 30 2025	Sept 30 2027
Robert Gray	01/21*	Sept 30 2027	Sept 30 2027

ALTERNATES: (not applicable to Airport Zoning)

VACANT (Schumann)	Sept 30 2025
VACANCY	**Sept 30 2020**
VACANCY	**Sept 30 2020**
VACANCY	**Sept 30 2020**

Jeff Pinkstaff (Staff Liaison)

****Updated: February 27, 2024****

*** Indicates appointment to an unexpired term.**

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 4/9/2024

Name: Charles Harrington

Phone: 832-423-1415 **(Home)**

Address: 3203 Boyd Ave.

432-3098415 **(Business)**

Midland Tx 79705

Email: crhii@prodigy.net

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☐ **no**

I have lived in Midland 10 **years.**

Occupation: Project Coordinator of Zoo Midland

Professional and/or Community Activities:

40+ years in municipal experience including city manager, building code administration, planning, community development and economic development. My previous experience prevented me from most community activities due to a conflict of interest. Professionally, i achieved the presidency of the Building Officials Association of Texas

What is your personal vision for the City?

I would like Midland to become a complete work, reside and play community6 and a destination for tourism and business travel.

Please specify any time constraints you may have.

None

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Citizens Development and Hotel/Motel Advisory Board:

Please tell us why you are interested in serving on this board or commission.

This Board ties in closely with Zoo Midland. I not only want to provide entertainmennt opportunities for Midland citizens,. but I want to attract more tourism to the community. I would like to see Midland become a destiantion.

What contribution would you most like to make?

I would like to provide input from the standpoint of working in an industrty that has the potential of filling hotel beds and bodies in resta

I would also like to give back to the City that gave so much to me.

Additional pertinent information or references:

Jerry Morales - former mayor - 432-683-1453

Sharla Hotchliss - former Councilperson - 432-661-8801

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Applications may be submitted online via email or print in order to send by mail:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 4/3/2024

Name: JOSHUA GARZA

Phone: 432 803 8403 **(Home)**

Address: 221 Peregrine Hill Clr

432 288 9101 **(Business)**

Midland Texas 79707

Email: jgarza@luxury-enterprises.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 6 **years.**

Occupation: Business Owner - Construction

Professional and/or Community Activities:

Midland Rotary Club member, Mid-Cities mens group leader, Young Professionals of Midland member,

Midland Chamber of Commerce Member

What is your personal vision for the City?

I want to see Midland grow into its potential as a destiation spot for businesses and people alike. I believe this city can be it's own version of paradise where people are excited to move here and they stay and raise families for the long term. With people like this in our community the city could thrive and survive any oil&gas industry bust because we are much more than that.

Please specify any time constraints you may have.

I attend Rotary meetings onTuesday afternoons.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Planning & Zoning Commission

Please tell us why you are interested in serving on this board or commission.

Throughout my career I have had instances where I had to assist a client with a construction project and work with the P&Z board to make things happen. I understand the importance of this board and I thoroughly enjoy working on these issues within the city.

What contribution would you most like to make?

I can offer a great perspective from a contractors view that may aid in making insightful decisions on certain issues. I have learned the different reasons for certain zones within cities all over the Permian Basin and can provide fair and unbiased input.

Additional pertinent information or references:

Kyle Newton - 432 935 0707

Chet Gray - 432 978 0829

Casey Solis - 432 770 7573

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Joshua Garza

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 4/12/2024

Name: Charles (Parker) Hall

Phone: (432) 803-9113 **(Home)**

N/A **(Business)**

Address: 1408 W. Pine Ave.

Midland Texas 79705

(City) (State) (Zip)

Email: phall@tarponresource.com

I am [✓] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✓] **no**

I have lived in Midland 9 **years.**

Occupation: Partner at Tarpon Resources, LP

Professional and/or Community Activities:

Oil & Gas Exploration

Oil & Gas Services

What is your personal vision for the City?

In envisioning the future of Midland, I see a vibrant city pulsating with opportunity, innovation, and community spirit. I imagine a landscape where sustainable development harmonizes with our community's spirit, creating a thriving economy and enriching the lives of its diverse residents.

Please specify any time constraints you may have.

None.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

City of Midland- Zoning and Planning Commission

Please tell us why you are interested in serving on this board or commission.

Moving to Midland 9 years ago, I've had the opportunity to see our city grow exponentially. I owe my success and who I've become to Midland and its residents. Our City has done a fantastic job of the revitalization of downtown and I hope to give back to this

community by being a leading part of its future growth and success.

What contribution would you most like to make?

I aspire to bring a thoughtful and inclusive approach to urban development. My goal is to advocate for balanced growth that preserves our city's unique character while addressing the needs of its residents. By fostering transparent communication and community engagement, I seek to help the City promote its economic resilience and equitable future for all.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 4/3/2024

Name: Aaron Hunter

Phone: N/A **(Home)**

Address: 5701 Cranston PL

432-813-8364 **(Business)**

Midland TX 79707

Email: aaronhunter1958@gmail.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 19 **years.**

Occupation: Petroleum Engineer

Professional and/or Community Activities:

I have lived and worked in Midland for 19 years in various positions from Chevronm Concho, and now ConocoPhillips. My wife works at the Midland Eye Center for Dr. Ingram and Dr. Brownlee and my children attended Midland Classical Academy and are now in College elsewhere. I have also sat on the Salvation Army board as well as Wilderness Trek board.

What is your personal vision for the City?

I want this city to grow and be an energy resource for the US

Please specify any time constraints you may have.

N/A

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Planning and Zoming Comission

Please tell us why you are interested in serving on this board or commission.

My kids are gone now and I am interested in this direction, and I want to suport the City ot Midland

What contribution would you most like to make?

Planned, ballanced, and active developemnt for the City. ALso making this a better place to live for current and future citizens.

Additional pertinent information or references:

I plan to be in Midland long term and Scott Kidwell or Tim LEach could be references.

(2) Name of Board/Commission:

Planning and Zoning Comission

What contribution would you most like to make?

My thoughs and time to meke Midland better,

Additional pertinent information or references:

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Signature of Applicant

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Midland, TX 79702

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dotloop signature verification: dtlp.us/uxEN-7Cnt-vqWa

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 04/03/2024

Name: Justin Willmon

Phone: (432) 557.8511 (Home)

Address: 4700 Rosewood Drive

(432) 999.2149 (Business)

Midland, Tx 79707

Email: Justin@welcomehomepg.com

(City) (State) (Zip)

I am ☑ I am not ☐ a U.S. Citizen

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ yes ☑ no

I have lived in Midland 32 **years.**

Occupation: Real Estate Broker

Professional and/or Community Activities:

Member of the Permian Basin Board of Realtors, Stonegate Fellowship member, Midland Chamber of Commerce member, Midland YPN

What is your personal vision for the City?

My vision for the city is of one that continues to keep growing and pushing our community members to be more involved and transition to a place of economic activity, that is known for more than just oil and gas. I would work to continue building off of the projects that have already started, as well as try to ensure Midland continues to clean up and bette our community.

Please specify any time constraints you may have.

I am a real estate broker so my time is pretty flexible. I also have a full team of real estate agents that work for me, which allows for quite a bit of flexibility when needed.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Planning & Zoning - Alternate

Please tell us why you are interested in serving on this board or commission.

I want to become more involved in the community and understand the decisions that are being made that affect who does business in our community and how that business is done. I have seen this city grow from a small community into what it is now. Being born and raised here, I have seen tons of growth and I feel like it is finally on a good path that I would like to see continue.

dotloop signature verification: dtlp.us/uxEN-7Cnt-vqWa

What contribution would you most like to make?

I would just love to be involved with the planning of the future of Midland. With my knowledge of the real estate industry over the past 8 years in Midland, both residential and commercial, I feel like i could add my knowledge and expertise to a board that is already functioning at a high level.

Additional pertinent information or references:

Bachelors of Business Management - Angelo State University 2013

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Justin Willmon dotloop verified 04/03/24 5:20 PM CDT MOEM-NQRY-CLTN-Q9FN

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City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 4/2/2024

Name: Justin Dolan

Phone: 214-682-6542 **(Home)**

Address: 810 Harvard Ave.

432-688-1374 **(Business)**

Midland TX 79701

Email: jdolan1@gmail.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 9 **years.**

Occupation: Attorney

Professional and/or Community Activities:

Community Children's Clinic Board Member; PBLA; Midland County Bar Association;

What is your personal vision for the City?

I want it to grow and be a great place to raise my family. The infrastructure needs upgrading and we need to do better in order to attract employees and companies to stay in Midland.

Please specify any time constraints you may have.

I am flexible but also have two young children so during the work week is best time for me to meet.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Planning and Zoning Commission

Please tell us why you are interested in serving on this board or commission.

The P&Z board appeals to me as ahving a direct impact on what is built or allowed to be built in the city.

What contribution would you most like to make?

I would like to be invovled on the decision making process in Midland and to better the community as a whole. I think the P&Z board is a perfect place to do that.

Additional pertinent information or references:

(2) Name of Board/Commission:

Citizens Development Hotel/Motel Advisory Board

Oil and Gas Advisory Board

What contribution would you most like to make?

I am intersted in the Hotel/Motel board because the city needs better hotels in or near downtown.

I would be interested in the Oil and Gas Board as that is the type of law I practice.

Additional pertinent information or references:

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Signature of Applicant

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Tommy Reynolds

Address: 4817 Rustic Trl

Midland TX 79707

(City) (State) (Zip)

Date: 4/3/2024

Phone: 432-413-6393 **(Home)**

432-413-6393 **(Business)**

Email: tommy@moriahgroup.net

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

I have lived in Midland 21 **years.**

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

Occupation: Real Estate Investor and Texas Real estate Agent.

Professional and/or Community Activities:

Broker Associate at Moriah Brokerage Services. Board member and three time past president of Senior Life Midland.

Active member and member of the Board of Directors of Green Tree Country Club.

Board member for His Appointed Time Ministries (Guatemala). Graduate of Leadership Midland and Generations.

What is your personal vision for the City?

While oil and gas is what drives this economy, I want our city to be know for more than just oil & gas and a place to "make money".

Midland has an entrepreneurial and philanthropic heartbeat that many of our own residents do not fully understand or appreciate.

I sincerely want excellence in every aspect of development, growth, and education, resulting in a high quality of place and life.

Please specify any time constraints you may have.

I control my schedule and Monday afternoons are generally good for me.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Planning and Zoning

Please tell us why you are interested in serving on this board or commission.

I have significant experience in real estate investment, development, construction, and most recently, brokerage. I would like to use that knowledge and experience to support our city and residents with sound decisions and votes that support our long term vision.

What contribution would you most like to make?

The decisions made in Planning and Zoning are most likely not fully felt for years. Keeping a long term view while managing day to day needs is critical to stay on course. Improving proactive communicatons to the citizens of Midland to highlight long term goals and vision would go a long way in building additional trust and understanding. I'd like to be a part of that.

Additional pertinent information or references:

I served as VP of Sales and Rental for Warren CAT until August 2022. In my over 25 years in constructon equipment and power systems, I was involved in land acquisition, facility design, and construction as our company experienced significant growth across Texas and Oklahoma.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 3/28/2024

Name: Joy L. Paulson

Phone: 432-638-4473 **(Home)**

Address: 1001 N Garfield

432-688-7745 **(Business)**

Midland TX 79701

Email: jpaulson@keepmidlandbeautiful.org

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 37 **years.**

Occupation: Executive Director Keep Midland Beautiful

Professional and/or Community Activities:

Worked at Midland Memorial in Information Technology from 1998-2023 - Presently Executive Director of Keep Midland Beautiful

Served on the United Way Allocation Panel for 7 years.

What is your personal vision for the City?

As a long time volunteer, board member and now Executive Director of Keep Midland Beautiful - I see the transformations the community has grown into and continues to grow. My personal vision would to see our community also grow into more mindfullness of litter prevention, water conservation and expanding on our minimal recycling programs and options. I would like to bring that educa

Please specify any time constraints you may have.

Once a month - every second Tuesday of the month I have Executive Committee and Board of Directors meetings

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Planning and Zoning Commission

Please tell us why you are interested in serving on this board or commission.

It will give me an opprotunity to contribute to the future vision and direction of our community and to serve as a partnered leader for the betterment of our community. It's opportunity to also see diverse points of views and step out of the comfort zone.

What contribution would you most like to make?

An opprotunity to make our community better with right things in the right places that will have a positive impact on our city. I would be honored and humbled to be apart of that impact

Additional pertinent information or references:

I am signed up to attend the next Midland 101

(2) Name of Board/Commission:

Parks and Recreation

What contribution would you most like to make?

To be an advocate to all that enjoy our parks recreation facilities by helping to maintain the safety, improvement and a voice to future developments.

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Jay L. Pawlson

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City of Midland

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Midland, TX 79702

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 4/1/2024

Name: Dara Richardson

Phone: 432-559-1549 **(Home)**

Address: 4632 Princeton

_____ **(Business)**

Midland TX 79703

Email: dararichardson86@gmail.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☑ **yes** ☐ **no**

I have lived in Midland 38 **years.**

Occupation: Superintendent of Wells

Professional and/or Community Activities:

I am the secretary of the Midland County Young Republicans. I am also a precinct chair for the Midland County Republicans. I was born at Midland Memorial Hospital, as were my two children. When I obtained my water well drilling license I was one of five women in the state and the youngest to hold that license. I also teach Sunday School at Crestview Baptist Church.

What is your personal vision for the City?

My personal vision for this city is to grow it in harmony with those people and structures that have made it such an amazing place throughout the years. We can't turn our backs on the past and expect to have a bright future, I believe with hard work and perseveran we can obtain an amazing city that people will want to move to and live in for their lifetime.

Please specify any time constraints you may have.

I work from home with no set schedule so should have no time constraints.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Planning and Zoning Commission

Please tell us why you are interested in serving on this board or commission.

I am interested in serving on this board because I know my love for this city will be an asset on growing Midland into a place of the future.

What contribution would you most like to make?

I would love to donate my time and energy into serving the people of Midland.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Dara Crass Richardson

Digitally signed by Dara Crass Richardson
Date: 2024.04.01 14:55:58 -05'00'

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City of Midland

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Midland, TX 79702

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PLEASE TYPE OR PRINT CLEARLY:

Name: Sarah Dehlinger

Address: 3118 Chelsea Pl.

Midland (City) TX (State) 79705 (Zip)

Date: 3/26/2024

Phone: 432-559-5281 **(Home)**

(Business)

Email: sdehlinger26@gmail.com

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

I have lived in Midland 24 **years.**

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

Occupation: Assistant Office Manager

Professional and/or Community Activities:

Board Member of the RJH Foundation

What is your personal vision for the City?

My vision for Midland is expansion. Midland needs to grow with new businesses and recreational activities for people of all ages. Midland is rapidly growing, which allows for new businesses to come. I think it is essential for the Planning and Zoning Commission to be a part of that process.

Please specify any time constraints you may have.

My schedule allows for flexibility.

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(1) Name of Board/Commission:

Planning and Zoning Commission

Please tell us why you are interested in serving on this board or commission.

I am looking to get more involved in Midland, and I think serving on the planning and zoning commission is a great way to achieve that goal and to have a say in the future. I was born and raised here, so I can appreciate Midland's roots, but can also understand

that there is a need for improvement, and I would love to be a part of the decision process to expand.

What contribution would you most like to make?

I want to make Midland the place people want to move to instead of the place people have to move to for work. Since I am younger, I can provide a fresh outlook and understand what people want to see to make Midland more appealing.

I am well-organized, and I can focus on small details while still looking at the big picture.

Additional pertinent information or references:

Richard Coats 432-528-2835

Terry Lynn Lane 432-967-3703

Susan Palmer 432-978-7816

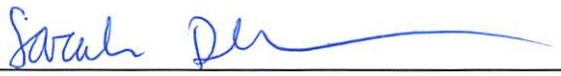
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Submit Via Email

Print Application

MIDLAND
Feel the Energy!

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 3/25/2024

Name: J. Brian Martin

Phone: 432-697-4220 **(Home)**

Address: 3906 Edgebrook Court

432-770-0366 **(Business)**

Midland, Texas 79

Email: martinbe362@gmail.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 48 **years.**

Occupation: Attorney-Real Estate Law

Professional and/or Community Activities:

See Attached Resume (Professional Activities)

What is your personal vision for the City?

Continued growth and expansion, but Continued growth and expansion with a view that growth is organized, logical and beneficial to to the needs of the community.

Please specify any time constraints you may have.

I have a family vacation planned to visit Alaska July 9-16, 2024.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Planning and Zoning Commission.

Please tell us why you are interested in serving on this board or commission.

My entire law practice (including service as 1st Ass't City Attorney) has been in the Commercial and Residential real estate area.

I am Board Certified by the Texas Board of Legal Specialization in COmmercial and Residential Real Estate Law.

What contribution would you most like to make?

I have practiced real estate mattes and low for 40 plus years of my 52 years of practice, so I have experiance.

Additional pertinent information or references:

I have worked with the City Attorney and the City Manager of Midland on numerous occassions regarding pregarding properties the City decides to purchase or acquire. I have provided Title opinions and Title insurance services for several city projects that included land acquisition for Loop 250.

(2) Name of Board/Commission:

Planning and Zoning COmmission.

What contribution would you most like to make?

I have a persistant work ethic and patient approach to difficult title and survey issues and projects. I am familiar with most of the surveyors and Title Agencies in Midland and the State of Texas. Also, I know and have worked with all of the Surveyors in Midland.

Additional pertinent information or references:

See attached resume to view education, certifications and prior employment and other pertinent information about my practice and experience.

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

BIOGRAPHICAL INFORMATION

J. BRIAN MARTIN
Attorney At Law
600 North Loraine
Midland, Texas 79701
December 3, 2022

EDUCATION

St. Mary's University Law School, San Antonio, Texas, 1972, J.D.

St. John's University, Collegeville, Minnesota, 1969, Government/Political Science-B.A.

CERTIFICATION

Licensed State Bar of Texas-1972; Board certified Texas Board of Legal Specialization, Commercial Real Estate Law and Residential Real Estate Law since 1990. "AV Preeminent" rating Martindale-Hubble Peer Review.

COURT CERTIFICATION

United States Supreme Court-1976; United States Court of Appeals, 5th Circuit-1977; United States District Court, Southern District-1976; United States District Court, Western District-1976; United States Court of Military Appeals-1973; All Courts of the State of Texas-1972

PROFESSIONAL ACTIVITIES

State Bar of Texas (Real Estate, Probate and Trust Law Section);
Texas Bar Foundation, Life Fellow (2001 to date);
The College of The State Bar of Texas, (2003 to date);
Midland County Bar Association (since 1976);
Advisory Board Midland College Business Studies (1980);
Instructor-Real Estate Law and Contracts-Midland College (1980 to 1994);
Advisory Board Permian Basin Area Foundation Midland Housing Trust Fund (1992 to date);
Director, Habitat For Humanity of Midland (2000-2006);
Director (VP) MARC, Inc. (2003-to 2010)
President of Board of Directors MARC, Inc. 2012 to 2013;
Board Member, Board Secretary) St. Ann's School Endowment Fund, Inc. 1981 to present and the St. Ann's Finance Council (President).

EMPLOYMENT HISTORY

Captain, Judge Advocate General's Corps, U.S. Army, 1972-1976;
1st Assistant City Attorney, City of Midland, Texas 1976-1981;
Partner-Freeman, Hyde & Martin 1981-1990;
Partner-Morgan, Ward, Leeton & Martin- 1990-1992;
General Counsel-Sr. VP Lone Star Abstract & Title Co. 1992 to 2016.
General Counsel, West Texas Abstract & Title Co. 2016 to October 1, 2022
Retired from private practice.

PRACTICE

Mr. Martin is a sole practitioner (Law Offices of J. Brian Martin and Associates, PC. His primary practice prior to retirement involves real estate finance, residential, retail, farm and ranch and commercial real property development and title examination; litigation involving real estate issues; ad valorem property tax litigation; probate and estate practice; business entity creation and servicing. When requested, the firm has assisted the City of Midland with purchase and sale of real property in the City and facilitated title information and Title insurance coverage for property acquired by the City. Mr. Martin assisted the city with purchase or acquisition of the Loop 250 project at its inception including condemnation matters.

PERSONAL INTEREST

Mr. Martin has been a parishioner (since 1976) of St. Ann's Catholic Church of Midland, Texas where he serves on the St. Ann's School Educational Endowment fund and the Parish Finance Council; He is a member of the Midland Shooters Association of Midland, Texas and has been an avid hunter and sport fisherman since age 12. Mr. Martin has been married 52 years (Evelyn) with two Children (Brian Patrick and Shannon) and three grandchildren (Emory, Jack and Claire). Brian Patrick is a graduate of Texas Tech University (BA Business Management); Shannon is a graduate of Texas A&M University (B.S. Industrial Engineering) and University of Houston Law School (J.D.)