Effective March 16, 2020, Governor Greg Abbott authorized the temporary suspension of certain statutory provisions of the Texas Open Meetings Act. This meeting of the City Council of the City of Midland is being held pursuant to such authorization and will limit face-to-face interactions for the purpose of slowing the spread of the coronavirus (COVID-19).

CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
July 14, 2020 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. https://zoom.us/j/91203731839?pwd=VlFGdFo3a1h5Ukg0L3ZGd2RrZWxHUT09

Password: 364219

Or join by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 912 0373 1839

International numbers available: https://zoom.us/u/ao5klGT39

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

OPENING ITEMS

1. Invocation – Reverend Pat Bryant, Travis Baptist Church

2. Pledge of Allegiance

CONSENT AGENDA

3. CONSIDER A MOTION APPROVING THE FOLLOWING MINUTES:

   a. BRIEFING CITY COUNCIL MEETING OF JUNE 23, 2020

   b. REGULAR CITY COUNCIL MINUTES OF JUNE 23, 2020

4. 2020-109 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PIERCE GOODWIN ALEXANDER LINVILLE INC., DBA PGAL TO PROVIDE PROFESSIONAL SERVICES ASSOCIATED WITH THE DEVELOPMENT OF A SENIOR SERVICES MASTER PLAN FOR THE COMMUNITY

SERVICES DEPARTMENT FOR A TOTAL COST OF $91,940.00; AND APPROPRIATING SAID FUNDS TO THE SENIOR SERVICES MASTER PLAN PROJECT (GENERAL SERVICES)

5. 2020-110 – RESOLUTION AWARDING A THREE YEAR CONTRACT TO PROVIDE DATA NETWORK AND INTERNET SERVICE TO GRANDE COMMUNICATIONS NETWORKS LLC FOR A TOTAL COST NOT TO EXCEED $123,840.00 ANNUALLY (GENERAL SERVICES)

6. 072-2020 – MOTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER ONE WITH JONES BROS. DIRT & PAVING CONTRACTORS, INC. REGARDING THE FISCAL YEAR 2020 MILL AND INLAY PROJECT; SAID CHANGE ORDER TO BE IN THE AMOUNT OF $660,508.50 AND TO PROVIDE FOR THE PAVING OF (1) WHITTLE WAY BETWEEN SUNSHINE PARKWAY AND WADLEY AVENUE AND (2) TARLETON STREET BETWEEN GOLF COURSE ROAD AND WADLEY AVENUE (GENERAL SERVICES)

7. 2020-111 – RESOLUTION APPROVING THE PURCHASE OF 750 TONS OF ALL SEASON PRE-COATED PATCHING MIXTURE FOR THE TRANSPORTATION DIVISION FROM CSA MATERIALS, INC. OF SAN ANGELO, TEXAS, AT A TOTAL COST OF $102,645.00 (GENERAL SERVICES)

8. 2020-112 – RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE OF 7,000 TONS OF FLEXIBLE BASE CALICHE FOR THE TRANSPORTATION DIVISION TO CALICHE PLUS, LLC OF MIDLAND, TEXAS, AT A TOTAL COST OF $85,820.00; AND AUTHORIZING PAYMENT (GENERAL SERVICES)

9. 2020-113 – RESOLUTION AWARDING A CONTRACT FOR THE A STREET UTILITY IMPROVEMENTS PROJECT TO BOLER EQUIPMENT SERVICE, INC. OF MIDLAND, TEXAS, AT A TOTAL COST OF $1,897,167.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (GENERAL SERVICES)

10. 2020-114 – RESOLUTION AWARDING A TWO YEAR CONTRACT FOR ENVIRONMENTAL COMPLIANCE TESTING TO HICKS & COMPANY ENVIRONMENTAL/ARCHEOLOGICAL CONSULTANTS FOR $41,400.73 FOR YEAR 2020 AND FOR $89,121.94 FOR YEAR 2021 FOR A PROJECTED TOTAL COST OF $130,522.67 (GENERAL SERVICES)

11. 2020-115 – RESOLUTION AWARDING A CONTRACT FOR THE DRILLING AND TESTING OF FOUR PLANT FARM MONITORING WELLS TO C&S LEASE SERVICE, L.C., FOR A TOTAL COST NOT TO EXCEED $110,514.95 (GENERAL SERVICES)

12. 2020-116 – RESOLUTION APPROVING THE PURCHASE OF DIESEL FREIGHTLINER SPRINTER CARGO VAN WITH ASSOCIATED SEWER EQUIPMENT FROM AUSTIN TRUCK & EQUIPMENT, LTD., DBA FREIGHTLINER OF AUSTIN, THROUGH BUYBOARD, AT A TOTAL COST OF $272,327.00; AND RESCINDING RESOLUTION 2020-056 (GENERAL SERVICES)

13. 073-2020 – MOTION AUTHORIZING THE DIRECTOR OF AIRPORTS TO ADVERTISE A REQUEST FOR BIDS FOR THE GATE 6 – PASSENGER BOARDING BRIDGE INFRASTRUCTURE PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT (AIRPORTS)

14. 2020-117 – RESOLUTION APPOINTING SHARLA HOTCHKISS TO THE MIDLAND DOWNTOWN PARK CONSERVANCY BOARD OF DIRECTORS; AND DIRECTING THE CITY MANAGER TO DELIVER A COPY OF THIS RESOLUTION TO THE MIDLAND DOWNTOWN PARK CONSERVANCY (COMMUNITY SERVICES)

15. 2020-118 – RESOLUTION ADOPTING THE 2020 PARKS, RECREATION, AND OPEN SPACE MASTER PLAN (COMMUNITY SERVICES)

16. 2020-119 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO COG OPERATING LLC (“OPERATOR”) TO DRILL FOUR OIL AND GAS WELLS LOCATED IN SECTION 10, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED BETWEEN 2,260 FEET AND 2,380 FEET EAST OF NORTH GARFIELD STREET EXTENSION AND 243 FEET NORTH OF GREEN TREE BOULEVARD EXTENSION); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DEVELOPMENT SERVICES)

17. 2020-120 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PARSLEY ENERGY OPERATIONS, LLC FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: HOGAN 1-24-E-2609H AND HOGAN 1-24-G-2613VH SAID WELLS BEING GENERALLY LOCATED BETWEEN 1900 FEET AND 1870 FEET NORTH OF EAST LOOP 250 NORTH AND 1,381 FEET WEST OF NORTH FAIRGROUNDS ROAD EXTENSION (DEVELOPMENT SERVICES)

18. 074-2020 – MOTION APPROVING A PROPOSED PRELIMINARY PLAT OF PARSELY ADDITION SECTION 2, BEING A PLAT OF A 30.42-ACRE TRACT OF LAND LOCATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, BLOCK 39, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF FM 715, APPROXIMATELY 1367 FEET NORTH OF EAST COUNTY ROAD 120 EXTRATERRITORIAL JURISDICTION (DEVELOPMENT SERVICES)

19. 2020-121 – RESOLUTION APPROVING THE FISCAL YEAR 2020-2021 BUDGET FOR THE MIDLAND-ODESSA URBAN TRANSIT DISTRICT (DEVELOPMENT SERVICES)

20. 075-2020 – MOTION ON REQUEST BY PARKHILL SMITH & COOPER, TO DEFER WATER, WASTEWATER, PAVING AND SIDEWALK IMPROVEMENTS FOR FIELD’S EDGE ADDITION, AND TO WAIVE THE CORRESPONDING FINANCIAL SECURITY

GUARANTEE VALUED AT $848,491.00, AN AMOUNT EQUAL TO THE ESTIMATED COST OF CONSTRUCTION. THE SUBJECT PROPERTY IS GENERALLY LOCATED ON THE SOUTH OF INTERSTATE 20 AND WEST OF SOUTH LOOP 250, INSIDE THE CORPORATE LIMITS OF THE CITY OF MIDLAND (ENGINEERING SERVICES)

21. 076-2020 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND AND TARGA PIPELINE MID-CONTINENT WESTEX LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 10, BLOCK 38, TOWNSHIP 2 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (UTILITIES)

22. 077-2020 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND AND CENTURION PIPELINE, LP, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 7, BLOCK 38, TOWNSHIP 1 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (UTILITIES)

23. 2020-122 – RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE RIGHT-OF-WAY LICENSE AGREEMENTS (UTILITIES)

24. 2020-123 – RESOLUTION AMENDING THE WATER CONSERVATION PLAN FOR THE CITY OF MIDLAND, TEXAS (UTILITIES)

25. 078-2020 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND AND CENTURION PIPELINE LP, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 31, BLOCK 38, TOWNSHIP 1 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (UTILITIES)

26. 079-2020 – MOTION ACCEPTING A 0.815 ACRE UTILITY EASEMENT OUT OF SECTIONS 7 & 8, BLOCK 40, T-2-S, T&P RR. CO. SURVEY, MIDLAND COUNTY, TEXAS, FROM YOUNGER PARTNERS, LTD.; A COPY OF THE EASEMENT INSTRUMENT BEING ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED BY THE DATE AND NUMBER OF THIS MOTION; AND ORDERING THE CITY SECRETARY TO RECORD SAID EASEMENT INSTRUMENT IN THE OFFICIAL REAL PROPERTY RECORDS OF MIDLAND COUNTY, TEXAS (UTILITIES)

SECOND READINGS

27. 10089 – AN ORDINANCE AMENDING TITLE I, "ADMINISTRATIVE", CHAPTER 7, "MUNICIPAL COURT", OF THE CITY CODE OF MIDLAND, TEXAS, BY ADDING SECTION 20, "REIMBURSEMENT FEE FOR CREDIT OR DEBIT CARD PAYMENTS"; CONTAINING A CUMULATIVE CLAUSE; AND CONTAINING A SAVINGS AND SEVERABILITY CLAUSE (MUNICIPAL COURT)

PUBLIC HEARINGS

Hold public hearings on the following items:

28. 080-2020 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PARSLEY ENERGY OPERATIONS, LLC FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: HOGAN 1-13-D-2407H; HOGAN 1-24-F-2411H; AND HOGAN 1-24-H-2415H; SAID WELLS BEING GENERALLY LOCATED BETWEEN 320 FEET AND 380 FEET SOUTH OF SOLOMON LANE EXTENSION AND 1,541 FEET WEST OF NORTH FAIRGROUNDS ROAD EXTENSION (DEVELOPMENT SERVICES)

29. 10090 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 8, EASTOVER ADDITION, THIRD EXTENSION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF EAST TEXAS AVENUE, APPROXIMATELY 50 FEET WEST OF NORTH TILDEN 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 (DEVELOPMENT SERVICES)

30. 10091 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE WEST HALF OF LOT 1, BLOCK 4, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF SOUTH STREET, APPROXIMATELY 95 FEET WEST OF NORTH TYLER STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

31. 10092 – AN ORDINANCE VACATING AND ABANDONING 0.097 ACRES OF RIGHT-OF-WAY, BEING A PORTION OF PARKER STREET RIGHT-OF-WAY AND AN ADJACENT PORTION OF RIGHT-OF-WAY OUT OF LOT 6, BLOCK 28, COWDEN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WEST PARKER STREET AND NORTH PECOS STREET); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $8,451.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DEVELOPMENT SERVICES)

MISCELLANEOUS

32. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS (CITY SECRETARY'S OFFICE)

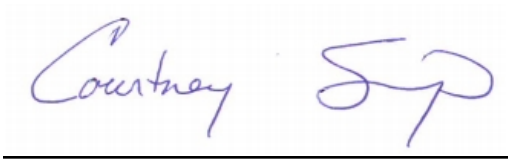
EXECUTIVE SESSION

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

    b. Section 551.072, Deliberation Regarding Real Property

b.1. Discuss the purchase, exchange, lease, or value of real property described as a 320.33-acre tract located in Section 4, Block 40, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas

Respectfully Submitted,



Courtney B. Sharp
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
BRIEFING SESSION
MINUTES
June 23, 2020

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 9:15 AM, June 23, 2020.

Council Members present:	Patrick Payton, Spencer Robnett, Michael Trost, Scott Dufford, John Norman, Jack Ladd, Lori Blong
Council Members absent:	None
Staff members present:	Amy Turner, Courtney Sharp, Robert Patrick, Morris WIlliams, Tina Jauz, Carl Craigo, Charles Harrington, Jose Ortiz, Michael Pacelli, Laurie Williams, Marcia Bentley-German, Mark Mason, Taha Sakrani, Erin Bailey

The meeting was called to order at 9:15 a.m.

These items, as well as any other items on the regular posted agenda for the City Council Meeting on this date, may be discussed:

1. Receive a presentation from Community Services and Aaron Tuley of Halff Associates regarding the 2020 Parks, Recreation, and Open Space Master Plan.

   Parks & Recreation Manager Laurie Williams reported that the master plan was recently approved by the Parks & Recreation Commission. Today they will give an overview to Council and bring it back at a later date for approval. She introduced Aaron Tuley of Halff Associates.

   Aaron Tuley provided an overview of the master plan noting they first reviewed existing services and facilities. They are looking to accommodate not only today's population, but also any projected growth in population. They followed the Texas Parks & Wildlife guidelines for a compliant master plan which helps ensure the City will be in a better position to receive grants.

   Mr. Tuley shared a PowerPoint presentation outlining the map of the planning area and including demographics. There are 51 existing parks totaling 1,350 acres, 22 HOA parks, numerous privately owned recreational facilities, and school parks. They analyzed the City's trails system, recreational programs, and additional sports programs offered to ensure there are adequate fields to meet the needs of leagues. He reviewed their process for the needs assessment including demands from the public. They reviewed the various

resources available including utility corridors, draw and playas and showed their locations on a map. He shared a spreadsheet of acreage available per capita noting Midland has 10 acres per capita which is a surplus. However, that surplus becomes a deficit with a growing population. He shared areas where future parks could be added to accommodate future growth.

Mr. Tuley reviewed the parks conditions assessment. He reviewed the key goals and actions noting there were multiple goals and strategies in the book including funding strategies. Finally, he reviewed the implementation action table and timeline. Laurie Williams noted she would send out a link to the report so Council would have adequate time to review before it comes back for approval.

2. Receive a presentation from Engineering Services regarding the proposed Access Management Policy.

Engineering Services Director Jose Ortiz distributed a draft Access Management Policy.

Traffic Engineer Mike Pacelli reported that staff would be recommending the City adopt the access management policy at a future Council meeting. It will update the City Code by establishing new requirements for items that are not currently covered and formalize requirements for access to state highways. It documents the existing access approval process, establishes conditions for deviations below minimum standards that can be authorized by staff, and defines the appeals process. Access management is coordinated planning, regulation and design of access between roadways and land developments. The goal of policy is to identify and resolve operational and safety issues early.

He reviewed examples of failed access including the Starbucks at Midland and Loop 250 where the drive thru line blocks the services road. It is easy to address when in the design process, but nearly impossible once the development is in place. He shared a good example of changes that were requested during the design phase to the Rosa's on Rankin Highway. He discussed tools that could be used including limiting access to parcels and including medians in the road.

The benefits of access management is fewer crashes. Each year they look back at crashes from the previous year to identify hot spots and areas of concern which usually ties in with commercial development. Left turns account for 75% of crashes that can reduced by including turn lanes and rerouting strategies. Effective access management could reduce accidents by 50%. Business owners feel that their business will be negatively impacted when they do not have direct access to main corridors, but having policies in places and having discussions with developers early can reduce any negative effects on businesses. The policy defines the approval and appeal process. The next steps include seeking public feedback, including feedback into the policy and bringing the policy back for approval.

All the business at hand having been completed, the meeting adjourned at 10:00 a.m.

PASSED AND APPROVED July 14, 2020.

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Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

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MIDLAND CITY COUNCIL
MINUTES
June 23, 2020

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 AM, June 23, 2020.

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

The meeting was called to order at 10:05 a.m.

OPENING ITEMS

1. Invocation – Pastor Nathan Headrick, Midland Church of God

2. Pledge of Allegiance

CONSENT AGENDA

Spencer Robnett moved to approve the Consent Agenda items 3-14, excluding items 5, 6, 7, 12, 13, and 14; seconded by Lori Blong.

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

3. MOTION APPROVING THE FOLLOWING MINUTES:

   a. REGULAR CITY COUNCIL MEETING OF JUNE 9, 2020

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4. RESOLUTION APPROVING A CONTRACT WITH TOMMY KLEIN CONSTRUCTION, INC., FOR THE REPLACEMENT OF THE CENTRAL FIRE STATION ROOF, THROUGH SOURCEWELL EZIQC, AT A TOTAL COST OF $313,780.51; AND APPROVING $15,689.03 FOR CONTINGENCIES (GENERAL SERVICES)

8. RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH MAXWELL ASPHALT, INC., IN THE AMOUNT OF $440,175.00 FOR THE MAF NORTHWEST TAXILANE AND EXECUTIVE APRON REHAB PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND APPROPRIATING FUNDS FOR SAID PROJECT (AIRPORT)

9. MOTION AUTHORIZING THE EXECUTION OF A THIRD AMENDMENT TO THAT CERTAIN COMMERCIAL HANGAR LEASE AGREEMENT WITH THE MIDLAND DEVELOPMENT CORPORATION REGARDING CERTAIN REAL PROPERTY LOCATED AT MIDLAND INTERNATIONAL AIR & SPACE PORT AND DESCRIBED AS LOTS 1B AND 8, BLOCK 13, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK, CITY AND COUNTY OF MIDLAND, TEXAS (CITY MANAGER'S OFFICE)

10. MOTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THAT CERTAIN LEASE AGREEMENT WITH THE MIDLAND DEVELOPMENT CORPORATION REGARDING CERTAIN REAL PROPERTY LOCATED AT MIDLAND INTERNATIONAL AIR & SPACE PORT AND DESCRIBED AS LOT 7, BLOCK 13, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK, CITY AND COUNTY OF MIDLAND, TEXAS (CITY MANAGER'S OFFICE)

11. MOTION APPROVING A PROPOSED PRELIMINARY PLAT OF WEST TERMINAL ADDITION, SECTION 10, BEING A REPLAT OF LOTS 9 AND 11, BLOCK 5, WEST TERMINAL ADDITION, SECTION 4, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST COUNTY ROAD 100, APPROXIMATELY 605 FEET EAST OF SOUTH COUNTY ROAD 1295 (DEVELOPMENT SERVICES)

The following items were pulled from Consent Agenda and considered individually.

5. RESOLUTION AUTHORIZING THE PURCHASE OF ONE THOUSAND (1,000) THREE (3) CUBIC YARD RESIDENTIAL CONTAINERS, THREE HUNDRED (300) THREE AND A HALF (3.5) CUBIC YARD COMMERCIAL CONTAINERS, ONE HUNDRED (100) ONE AND A HALF (1.5) CUBIC YARD CONTAINERS FOR RESIDENTIAL AND THREE (3) THIRTY-FIVE (35) CUBIC YARD COMMERCIAL REFUSE COMPACTORS FROM MULTIPLE BIDDERS, FOR A TOTAL COST OF $670,700.00 (GENERAL SERVICES)

Council Member Ladd noted he pulled items 5, 6, and 7. He asked if the budget is in a deficit. City Manager Courtney Sharp reported it is not in a deficit. This is an enterprise fund that is self-supporting. This is an annual purchase.

Michael Trost moved to approve Resolution No. 2020-103; seconded by Lori Blong.

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

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NAY: None
ABSTAIN: None
ABSENT: None

6. RESOLUTION APPROVING A CONTRACT WITH PALOMAR MODULAR BUILDINGS LLC, THROUGH BUYBOARD, FOR THE CONSTRUCTION OF A MULTIPURPOSE BUILDING AT WASHINGTON PARK, FOR A TOTAL COST OF $261,612.00; APPROVING $13,080.00 FOR CONTINGENCIES; AND APPROPRIATING $400,000.00 FOR SAID PROJECT (GENERAL SERVICES)

Council Member Ladd asked why this needed to be done right now instead of next year. General Services Director Regina Stephenson reported the building needs renovation. It is leased out and is not very usable in its current condition. There were funds set aside to do the wellness center at the fire station, but they have put that aside to do this project. Council Member Ladd asked if we are receiving less sales tax than projected. City Manager Courtney Sharp stated we are $2 to $3 million down from what was budgeted, but that could be made up through other means.

Spencer Robnett moved to approve Resolution No. 2020-104; seconded by John Norman.

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

7. RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH BOLER EQUIPMENT SERVICE, INC., IN THE AMOUNT OF $872,310.00 FOR THE MAF CONCRETE APRON REHAB PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND APPROPRIATING FUNDS FOR SAID PROJECT (AIRPORT)

Council Member Ladd asked if 90% of this project was covered by FAA. Airports Director Justine Ruff reported it was covered 100% by FAA. The project is to replace the joint sealant that is coming up between the concrete blocks on the apron where the airplanes pass.

Spencer Robnett moved to approve Resolution No. 2020-105; seconded by John Norman.

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

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12. MOTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIDLAND AND COSTCO WHOLESALE CORPORATION ("COSTCO"); SAID AMENDMENT CHANGING COSTCO'S DEADLINE TO ACQUIRE CERTAIN PROPERTY FROM JUNE 30, 2020, TO OCTOBER 30, 2020 (DEVELOPMENT SERVICES)

Development Services Director Chuck Harrington reported the applicant asked this item be pulled late yesterday afternoon.

13. RESOLUTION ACCEPTING GRANT FUNDS FROM THE DEPARTMENT OF JUSTICE ON BEHALF OF THE CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING GRANT PROGRAM IN THE AMOUNT OF $93,553.00 AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS REQUIRED TO ACCEPT GRANT FUNDS; SAID FUNDS TO BE USED BY THE MIDLAND FIRE DEPARTMENT TO PURCHASE PORTABLE AND MOBILE RADIOS AND PROTECTIVE EQUIPMENT (FIRE)

Council Member Trost asked if these funds are targeted for the fire department. Fire Chief Chuck Blumenauer reported they worked with Harris to get this grant and it was applied specifically for the Fire Department radios and personal protective equipment.

David Rosen, 5002 Thames Court, is glad to hear that the fire department has solicited these funds specially for PPE and other equipment. He asked Council to look into getting other grants that may help the Health Department get free COVID testing for the citizens.

Cathy Broadrick, 5914 Ashton, felt radios should not be covered by COVID funds but instead should be covered by the City. She felt money should instead be spent on personal protective equipment so they can help the people.

Council Member Trost asked the Fire Chief about the grant application. Fire Chief Chuck Blumenauer reported they worked directly with Harris, the company who the City gets their radios from. Harris applied for the grant on behalf of the City putting in the request for what the city requested.

Spencer Robnett moved to approve Resolution No. 2020-107; seconded by Lori Blong.

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

14. RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE OFFICE OF THE GOVERNOR, TEXAS CRIMINAL JUSTICE DIVISION, FOR THE FISCAL YEAR 2020 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM; SAID FUNDING SHALL BE USED TO PURCHASE EQUIPMENT FOR THE MIDLAND POLICE DEPARTMENT FOR THE PURPOSE OF RESPONDING TO THE CORONAVIRUS PANDEMIC (POLICE)

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Council Member Trost asked specifically what the funds will be used for. Police Chief Seth Herman reported it will be for PPE including defoggers for squad cars, face masks, gloves, and infrared thermometers for crowd areas.

Sara Spector reported she hopes the money will be used to protect the police noting that at County facilities people are not properly wearing masks.

Spencer Robnett moved to approve Resolution No. 2020-108; seconded by Michael Trost.

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

SECOND READINGS

15. 10087 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, ROPER ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF BRIARWOOD AVENUE AND NORTH COUNTY ROAD 1250); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (First reading held June 09, 2020)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10087.

Lori Blong moved to approve the second and final readings of Ordinance Number 10087; seconded by Spencer Robnett.

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

16. 10088 – AN ORDINANCE AMENDING TITLE III, “DEPARTMENTS”, CHAPTER 1, “WATER DEPARTMENT”, SECTION 2, “RATES”, OF THE CITY CODE OF MIDLAND, TEXAS; CONTAINING A CUMULATIVE CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF FIVE HUNDRED DOLLARS ($500.00); CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION (UTILITIES) (First reading held June 9, 2020)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10088.

Utilities Director Carl Craigo reported this item will lower the top tier for water rates from $54 to $19.65. The ordinance will go into affect the beginning of July. People will be allowed to water four days a week. When asked why watering seven days a week was not allowed,

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he responded that if everyone were using the system at once, it would be hard to keep the water tanks full. If the system were designed to allow everyone to water every day, it would be too cost prohibitive.

Jack Ladd moved to approve the second and final reading of Ordinance Number 10088; seconded by Spencer Robnett.

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

PUBLIC HEARINGS

17. RECEIVE PUBLIC COMMENTS, GUIDANCE AND RECOMMENDATIONS REGARDING THE 2020-2024 U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) ANALYSIS OF IMPEDIMENTS (AI) TO FAIR HOUSING CHOICE AND TO AFFIRMATIVELY FURTHER FAIR HOUSING STUDY (DEVELOPMENT SERVICES)

CDBG Manager Isaac Garnett reported the study correlates with the consolidated plan. After the public hearing it will be out in the public for 30 days. This is not just for fair housing, but for affordable housing, and how that correlates to the City. Council Member Blong asked what adjustments have been made. Mr. Garnett reported he is continuing to review the data sets and they will come back to Council in July for Council to adopt the resolution approving it.

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

MISCELLANEOUS

18. AN ORDINANCE AMENDING TITLE I, “ADMINISTRATIVE”, CHAPTER 7, “MUNICIPAL COURT”, OF THE CITY CODE OF MIDLAND, TEXAS, BY ADDING SECTION 20, “REIMBURSEMENT FEE FOR CREDIT OR DEBIT CARD PAYMENTS”; CONTAINING A CUMULATIVE CLAUSE; AND CONTAINING A SAVINGS AND SEVERABILITY CLAUSE (MUNICIPAL COURT)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10089.

Presiding Judge Tim Meek reported the ordinance is to allow Municipal Court to pass on credit card fees to the defendant paying their fines to the court. It is not mandatory that they pay by credit card, but an option. This will save the court approximately $42,000.00.

Spencer Robnett moved
to approve the first of two readings of Ordinance No. 10089.

; seconded by Lori Blong.

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

DRAFT

ABSTAIN: None
ABSENT: None

All the business at hand having been completed, the meeting adjourned at 00:00 a.m.

PASSED AND APPROVED July 14, 2020.

Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

DRAFT

City Council Meeting

Item Number: 4
Meeting Date: July 14, 2020
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing

Approved for Agenda:

City Manager's Office

2020-109

Subject: **RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PIERCE GOODWIN ALEXANDER LINVILLE INC., DBA PGAL TO PROVIDE PROFESSIONAL SERVICES ASSOCIATED WITH THE DEVELOPMENT OF A SENIOR SERVICES MASTER PLAN FOR THE COMMUNITY SERVICES DEPARTMENT FOR A TOTAL COST OF $91,940.00; AND APPROPRIATING SAID FUNDS TO THE SENIOR SERVICES MASTER PLAN PROJECT (GENERAL SERVICES)**

Purpose:

Approval of a resolution awarding a professional services agreement for the Senior Services Master Plan to Pierce Goodwin Alexander Linville Inc., DBA PGAL.

Recommended City Council Action:

Approve

Fiscal Impact:

$91,940.00 from Unappropriated Fund Balance of the General Fund to the Senior Services Master Plan Project (900339).

Discussion:

Resolution 2019-295 authorized the issuance of a request for qualifications for the professional services associated with the development and redevelopment of the Midland Senior Center and the Midland Southeast Senior Center. One hundred fifty-five (155) request for qualifications were issued. We received six (6) proposals. After evaluation of all proposals received, staff recommends awarding an agreement to Pierce Goodwin Alexander Linville Inc., DBA PGAL of Addison, Texas. Please see the attached memo from Tina Jauz, Community Services Director, for additional information.

Therefore, please consider a resolution awarding a professional services agreement for the Senior Services Master Plan to Pierce Goodwin Alexander Linville Inc., DBA PGAL for the cost of $91,940.00.

CITY OF MIDLAND

Community Services Department
Recreation Division
Interoffice Memorandum

Date: June 23, 2020

To: Regina Stephenson, General Services Director

From: Tina Jauz, Community Services Director

Subject: Professional Services Agreement – Senior Services Master Plan

Midland has experienced growth over the last few decades. The current Senior Centers have aged with time and maintenance of the two facilities has increased as well. In addition, the city is interested in offering more programs to meet the growing desires of our senior population. To ensure a comprehensive evaluation of current facilities and what programs are needed, the city issued a Request for Qualifications in an effort to seek the best consultant.

An RFQ to engage a firm qualified to analyze and provide a Master Plan for development and redevelopment of the Midland Senior Center and the Midland Southeast Senior Center was issued in November. The consultant was asked to provide a plan for a thorough inventory of existing facilities, researching current senior services and programming trends/standards, and gathering input from Midland resident, city staff, and city officials. A review committee studied the submittals by each of the six (6) consulting firms and scored them according to the qualifications listed in the RFQ. The submittal by PGAL out of Dallas/Ft. Worth was the top scoring submittal.

The firm will provide the following in their scope of services:

- City-wide senior services needs assessment
- Community assessment
- Engagement of seniors
- Evaluation of current facilities
- Recommendation on viability renovating or expanding centers or benefit of constructing new
- Recommended phases of work
- Conceptual designs

PGAL has extensive experience with municipal projects and particularly with recreation centers and senior centers. They recently worked with the cities of Richardson, Coppell, Carrollton, Allen, and Leander to develop/redevelop their Senior Centers.

Completion of the Master Planning for Senior Services would be January 2021. Cost of the Master Plan is not to exceed $91,940.00.

Funding for this project is available in the amount of $91,940.00, from the Unappropriated Fund Balance of the General Fund to the Senior Services Master Plan Project (900339), if approved.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PIERCE GOODWIN ALEXANDER LINVILLE INC., DBA PGAL TO PROVIDE PROFESSIONAL SERVICES ASSOCIATED WITH THE DEVELOPMENT OF A SENIOR SERVICES MASTER PLAN FOR THE COMMUNITY SERVICES DEPARTMENT FOR A TOTAL COST OF $91,940.00; AND APPROPRIATING SAID FUNDS TO THE SENIOR SERVICES MASTER PLAN PROJECT

WHEREAS, the City Council approved Resolution No. 2019-295, which authorized the issuance of a request for qualifications for professional services associated with the development of a senior services master plan for the Community Services Department; and

WHEREAS, six (6) statements of qualifications were received, with the most qualified submittal belonging to Pierce Goodwin Alexander Linville Inc., DBA PGAL, of Addison, Texas, for a total cost of $91,940.00; and

WHEREAS, the City Council finds that the cost proposed by Pierce Goodwin Alexander Linville Inc., DBA PGAL for said professional services to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to execute a professional services agreement with Pierce Goodwin Alexander Linville Inc., DBA PGAL for said professional services;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a professional services agreement with Pierce Goodwin Alexander Linville Inc., DBA PGAL for said professional services. A copy said agreement is attached hereto as Exhibit A and incorporated herein for all purposes.

SECTION TWO. That the sum of $91,940.00 is hereby appropriated from the Unappropriated Fund Balance of the General Fund (001) to the Senior Services Master Plan

Project (900339).

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Pierce Goodwin Alexander Linville Inc., DBA PGAL from funds available in the Senior Services Master Plan Project (900339) 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., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Tina Jauz, Community Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

PROFESSIONAL SERVICES AGREEMENT
 # 20002436

THIS AGREEMENT is made and effective the 15th day of July 2020, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Pierce Goodwin Alexander Linville Inc., DBA PGAL hereinafter referred to as "COMPANY."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform of a master plan for the development and redevelopment of the Midland Senior Center and the Midland Southeast Senior Center services for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

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

2. COMPANY shall perform the services described in Exhibit "A" (1) with the professional skill and care ordinarily provided by competent engineers and architects practicing in the same or similar locality and under the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in Exhibit "A".

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY in an amount not to exceed $ 91,940.00 for the professional services described in Exhibit "A." CITY agrees to pay COMPANY according to the schedule set forth in Exhibit "A", which is attached hereto and incorporated herein for all purposes, upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in Exhibit "A" incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from June 24, 2020 until project is complete or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

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

ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("instruments of service"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of

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

ARTICLE IX. INSURANCE

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

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

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

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles,

and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Agreement. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

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

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

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

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

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

ARTICLE X. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION

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

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

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

ARTICLE XII. NO THIRD PARTY BENEFICIARIES

CITY'S approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third party beneficiary or other rights hereunder.

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed 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 contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to CITY: City Manager's Office
P.O. Box 1152

Midland, Texas 79702

If to COMPANY: Pierce Goodwin Alexander Linville Inc., DBA PGAL
14135 Midway Road, Suite G-200
Addison, TX 75001

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

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

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

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

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty

(150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

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

L. To the extent that Tex. Gov't Code section 2270.002 applies to this Agreement, Company hereby verifies that Company does not boycott Israel and will not boycott Israel during the term of this Agreement. If Tex. Gov't Code section 2270.002 does not apply to this Agreement, such verification is not required, and Company shall be deemed to have not made such verification.

M. **Records Retention and Production of Information.** To the extent that this Agreement is a contract described by Section 552.371 of the Texas Government Code, Company shall (1) preserve all contracting information related to the Agreement as provided by the records retention

requirements applicable to City for the duration of the contract, (2) promptly provide to City any contracting information related to the Agreement that is in the custody or possession of Company on request of City, and (3) on completion of the Agreement, either (i) provide at no cost to City all contracting information related to the Agreement that is in the custody or possession of Company, or (ii) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to City.

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

O. **Conflict of Terms.** If a conflict of terms or language exists between (i) any of the provisions of this Agreement and (ii) any of the provisions contained in Exhibit A, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in Exhibit A.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Courtney B. Sharp, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

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

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

_____
Notary Public, State of Texas

ARCHITECTURE
ENGINEERING
INTERIORS
PLANNING

PGAL

May 29, 2020

Proposal for Professional Architectural Services for the City of Midland Senior Centers Master Plan, Design Construction Documents and Construction Oversight

This Letter of Proposal is for professional Architectural services by **PGAL** (the "Architect") for the **City of Midland** (the "City" and "Owner") for **Senior Centers Master Plan, Design, Construction Documents and Construction Oversight** (the "Project").

ALEXANDRIA
ATLANTA
AUSTIN
BOCA RATON
CHICAGO
DALLAS/FORT WORTH
HOBOKEN
HOUSTON
LAS VEGAS
LOS ANGELES
SAN DIEGO

1.0 PROJECT SCOPE AND GOALS

1.1 The Project scope includes City-wide senior services needs assessment, facility evaluation, and master planning for the development / redevelopment of both the Midland Senior Center and the Midland Southeast Senior Center or possible new facilities.

1.2 With Midland's growth over the last few decades, the City would like to complete a community assessment to determine the City's specific needs for increased and improved senior services in light of today's standards, expectations and future trends. These needs assessment should include input from Midland residents, staff and City officials.

1.3 The goal is to engage a broad section of the seniors in the process such that the results yield:

- An accurate understanding of their actual needs and desires for services - and not just pre-conceived notions.
- Specific community preferences, likes and dislikes
- Enthusiasm for the existing senior centers and their role in the community
- Consensus and "buy-in" for the adaptive reuse of the existing buildings or possible new facilities
- Potential financial donors and supporters

1.4 Current senior services occur at two facilities. The Midland Senior Center is located in a City-owned section of the Kingsway Mall. The Midland Southeast Senior Center is located in a City-owned free-standing facility at Washington Park. These two facilities have aged and their maintenance and operational challenges continue to increase.

1.5 Based on the programmatic needs assessment, demographic and geographical considerations for ideal locations, and a physical evaluation of the two existing senior centers, a determination should be made regarding the viability of renovating and expanding either or both of the centers. If not viable, then the City would like to examine alternatives to construct new facility/facilities either at the same locations or new locations.

1.6 The Master Plan should present the development options in phases of work to allow the City to achieve the necessary improvements over time.

PGAL.COM
14135 Midway Road, Suite G-200
Addison, TX 75001
t 972 871 2225
f 972 871 2228

1.7 The Master Planning phase should be completed by January 2021, and a Phase 1 scope and estimated cost should be established for implementation thereafter.

2.0 ARCHITECTURAL SERVICES

The Architect shall collaborate with the City as needed to provide the following professional services:

2.1 Discovery and Needs Assessment

2.1.1 Kick-off Meeting: The Architect meet with the City's Project Team to review project parameters, gather available materials, set initial community engagement strategies, establish project schedule and deliverables.

2.1.2 Listening Tour: Normally, we like to visit together with key stakeholders several new senior centers. Not only does this allow City staff and other participants to form a shared vision for the renovated facility, it allows everyone to develop a common understanding about current "state of the art" projects, observe what works and what doesn't, and form a common background of experience that we all can draw from (and refer to) throughout. Given the current pandemic, PGAL will put together a virtual tour of several facilities using site plans, floor plans and photographs, and share this with stakeholders via Zoom. Following this, we will schedule a follow up meeting with the Project Team to develop the initial program preferences and discuss strategies for Community Engagement workshops.

2.1.3 Community Engagement via Senior Forums: The Architect will facilitate meeting(s) with the seniors to gather input, garner support for the project and give them a real sense of ownership in the process and project. In this forum, we will give a short presentation explaining the goals of this study as well as brief remarks about evolving senior center services. After the presentation, the Architect will facilitate an interactive discussion on what participants want in a "new" Senior Center. An attempt will be made to draw out not only what is important to attendees but what might appeal to non-users as well. Various interactive "tools" will be employed to instill comfort and build quick rapport.

We can provide multiple Zoom Forums as well as multiple in-person meetings with a limited number of attendees in appropriate venues to allow for the recommended social spacing.

2.1.4 Community Engagement via Questionnaires: In order to obtain a wider gathering of community input, we will develop a 2-page Questionnaire for distribution both electronically and via hard copy. This survey can capture much of the same information obtained in the Senior Forums, though in a less dynamic means. It can be distributed via Survey Monkey electronically and in paper included in the current Grab & Go lunch boxes plus through various civic organizations, churches, etc.

2.1.5 City Project Team Debriefing: PGAL will record the findings of the Forums and Questionnaires and present them in graphic and written form to the City project team or other stakeholders for review and approval.

2.1.6 Senior Services Program Recommendations: The Architect will evaluate the input received and make recommendations to the Client

regarding the quantity and size of physical spaces required to serve the community's needs and desires – at both current locations or more suitable ones. This will include but not be limited to programming, physical fitness, meetings, larger gatherings such as dances or banquets, unique services, food service, arts & crafts, staff offices, technology, site amenities, parking requirements and other functional needs. These recommendations will consider interim population projections in addition to the buildout design population.

2.1.7 Written Program: Following the approval of the physical program(s), we will submit a written Program (draft and final) to include:

- Introduction & Process
- Executive Summary
- Design Issues & Considerations for both facilities
- Room/Space Requirements for both locations
- Existing Facilities Assessment (see Section 2.2)
- Appendices

2.1.8 Discovery and Needs Assessment Meetings: The following meetings are included:

- Kickoff meeting, in person
- Virtual tour of senior centers
- Zoom meeting to discuss program strategies for Community Engagement workshops
- Two days of public engagement meetings, in person & virtual
- City project team debriefing, via Zoom
- Interim meetings with staff via Zoom as needed

2.2. Existing Facilities Assessments

2.2.1 Building Information Model Creation: We will create a computer site plan and computer model of the existing Senior Centers using hard copy drawings provided by the City to serve as the basis for conceptual design

2.2.2 Facilities Assessment: We will conduct facility observations and meet with City staff responsible for the existing Midland Senior Center and Midland Southeast Senior Center operation and maintenance, to identify and discuss high-level challenges with the existing facility, condition of HVAC systems, electrical and lighting systems, roofing, building envelope, possible environmental hazard issues, maintenance difficulties, ADA shortcomings, etc. Engineering assessment for structural or MEP systems is not included as part of this study. The goal will be to determine a high-level understanding of what items and systems will likely require repair or replacement in the coming years and the viability of the existing Centers for renovation and expansion.

2.2.3 Potential New Locations: In order to evaluate the advantages of relocating and constructing new facilities versus renovating/expanding, we will also discuss with the City other potential sites, whether in the same specific location or elsewhere.

2.3. Conceptual Design

2.3.1 Conceptual Development Strategy Meeting: We will meet with the City's Project Team to review the Existing Facilities Assessment and discuss the practicality of renovating/expanding each Center as well as possibly relocating either or both to new sites. The goal of this meeting will be to identify the preferred options for the conceptual redevelopment of each Center.

2.3.2 Conceptual Design Options: Based on the approved Program and the conceptual options identified, the Architect will provide a total of three site/floor plan master plan options for renovating and possibly expanding the two existing facilities as well as relocating and building new facilities. We will present these options to the City's project team, discuss the pro's and con's, and work together to identify the desired option for each Center.

2.3.3 Final Conceptual Designs: The selected options, one for each Center, will be further refined to include phasing as well as preliminary 3D massing and conceptual character for each. We will provide the following drawings to illustrate each of the two conceptual Master Plans and then facilitate a public presentation to the City Council or other stakeholders as desired.

- Phased Site/Floor Master Plan, in color
- Exterior rendering of the 3D concept
- Project Cost Estimate for Phase 1 implementation

2.3.4 Conceptual Design Phase Meetings: The following are included:

- Conceptual development strategy meeting, via Zoom
- Presentation of conceptual development options, in person
- Final Conceptual Design presentation
- Interim meetings with staff via Zoom as needed

2.4. Phase 1 Implementation – Design Development and Construction: Given the uncertain nature of the building Program, scope of renovations and timing of the Project, the Architect's services to provide construction documents and construction administration for the actual implementation of the Phase 1 recommendations will be negotiated in the future and a full Client-Architect Agreement will be executed at that time.

3.0 EXCLUDED SERVICES

It is agreed that the following services are not included herein at this time:

- Field Measurement or Laser Scanning of the existing facilities
- Survey & Platting
- Environmental Assessment
- Geotechnical Investigation
- Civil Engineering
- Landscape Architecture
- Structural Engineering
- TDLR TAS Plan Review
- Materials Testing

4.0 PROFESSIONAL FEES

4.1 Base Fees

For the services described above, the City shall compensate the Architect as follows:

Discovery and Needs Assessment:	$26,980
Existing Facilities Assessment:	$6,380
Conceptual Design	$46,080
Total Professional Fees	**$79,440**

4.2 Optional Fee for Measured Drawings: If floor plans of the existing facilities are not available, we can laser scan the interior and exterior of either or both Senior Center facilities, convert the raw data, and create Revit virtual models to facilitate the evaluation and possible conceptual design work ahead. The level of detail will be commensurate with the information needed to accomplish the tasks herein; but will not involve forensic investigation or destruction of any existing components.

Add: $6,000 for one facility or $10,000 for both

5.0 REIMBURSABLE EXPENSES

5.1. Client shall reimburse the Architect for actual expenditures made by the Architect in the interest of the Project. Compensation for Reimbursable Expenses shall be computed as a multiple of one and one tenth (1.10) times the actual expense incurred, and shall not exceed $12,500 without prior written approval. Reimbursable expenses shall include:

5.1.1. Transportation to and from the Project location including automobile mileage at prevailing rates, tolls and parking costs;

5.1.2. Out-of-town travel and subsistence;

5.1.3. Reproductions, plots, reprographic services, standard form documents, postage, courier or express mail services required for the delivery of Instruments of Service;

5.1.4. Telecommunications expenses related to online or video conferences such as Zoom, GoToMeetings or WebEx.

6.0 MISCELLANEOUS PROVISIONS

This agreement is subject to the following General Conditions:

6.1 Payment: Statements will be submitted monthly according to completion of the work and payment will be due within thirty (30) days of the statement date.

6.2 Additional Services: Following prior written authorization and approval of Client, Architect shall make revisions in drawings, specifications or other documents when such revisions are:

- necessitated because of significant changes in the Project and authorized by written Change Orders including, but not limited to, size, quality, complexity, or the Client's schedule;
- necessitated by inconsistencies with approvals or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's program or Project budget;

- required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents;
- providing any other services not included herein or not customarily furnished in accordance with generally accepted architectural practice.

6.3 Project Schedule: The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. A mutually acceptable project schedule will be established at the outset of the Project based on the information known as of that date. If mutually agreeable, such schedule may be adjusted as the Project proceeds.

6.4 Standard of Practice: The Architect will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the appropriate profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

6.5 Opinions of Probable Construction Cost: The Architect has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractors' methods of determining prices, or over competitive bidding or market conditions. Therefore, Opinions of Probable Project and/or Construction Costs provided for herein are to be made on the basis of experience and qualifications and represent best judgment as an experienced and qualified professional Architect, familiar with the construction industry. However, the Architect cannot and does not guarantee that proposals, bids, or actual project cost and construction cost will not vary from Opinions of Probable Project and/or Construction Costs prepared by him. If, prior to the bidding or negotiating, Client wishes greater assurance as to project or construction cost, he shall employ an independent cost estimator.

6.6 Statement of Jurisdiction: In accordance with requirements of the Texas Board of Architectural Examiners (TBAE), the Architect makes the following Statement of Jurisdiction: "The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas". The Board may be contacted as follows: 1) By mail: Texas Board of Architectural Examiners, P.O. Box 12337 Austin, TX 78711-2337; 2) In person: 333 Guadalupe, Suite 2-350 Austin, TX 78701-3942; 3) By telephone: 512/305-9000; 4) By fax: 512/305-8900; or 5) Via website: www.tbae.state.tx.us.

AUTHORIZATION:

If this Proposal is acceptable, please sign below and return one copy to PGAL.

PGAL	**CITY OF MIDLAND**
JEFF D. BULLA	
_____	_____
Signature:	Signature
Jeff D. Bulla, AIA, LEED AP	**Courtney Sharp**
Principal	City Manager
	_____
	Date

PROFESSIONAL SERVICES AGREEMENT
 # 20002436

THIS AGREEMENT is made and effective the 15th day of July 2020, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Pierce Goodwin Alexander Linville Inc., DBA PGAL hereinafter referred to as "COMPANY."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform of a master plan for the development and redevelopment of the Midland Senior Center and the Midland Southeast Senior Center services for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

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

2. COMPANY shall perform the services described in Exhibit "A" (1) with the professional skill and care ordinarily provided by competent engineers and architects practicing in the same or similar locality and under the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in Exhibit "A".

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY in an amount not to exceed $ 91,940.00 for the professional services described in Exhibit "A." CITY agrees to pay COMPANY according to the schedule set forth in Exhibit "A", which is attached hereto and incorporated herein for all purposes, upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in Exhibit "A" incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from July 15, 2020 until project is complete or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

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

ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("instruments of service"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of

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

ARTICLE IX. INSURANCE

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

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

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

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles,

and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Agreement. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

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

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

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

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

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

ARTICLE X. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION

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

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

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

ARTICLE XII. NO THIRD PARTY BENEFICIARIES

CITY'S approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third party beneficiary or other rights hereunder.

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed 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 contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to CITY: City Manager's Office
P.O. Box 1152

Midland, Texas 79702

If to COMPANY: Pierce Goodwin Alexander Linville Inc., DBA PGAL
14135 Midway Road, Suite G-200
Addison, TX 75001

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

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

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

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

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty

(150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

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

L. To the extent that Tex. Gov't Code section 2270.002 applies to this Agreement, Company hereby verifies that Company does not boycott Israel and will not boycott Israel during the term of this Agreement. If Tex. Gov't Code section 2270.002 does not apply to this Agreement, such verification is not required, and Company shall be deemed to have not made such verification.

M. **Records Retention and Production of Information.** To the extent that this Agreement is a contract described by Section 552.371 of the Texas Government Code, Company shall (1) preserve all contracting information related to the Agreement as provided by the records retention

requirements applicable to City for the duration of the contract, (2) promptly provide to City any contracting information related to the Agreement that is in the custody or possession of Company on request of City, and (3) on completion of the Agreement, either (i) provide at no cost to City all contracting information related to the Agreement that is in the custody or possession of Company, or (ii) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to City.

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

O. **Conflict of Terms.** If a conflict of terms or language exists between (i) any of the provisions of this Agreement and (ii) any of the provisions contained in Exhibit A, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in Exhibit A.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Courtney B. Sharp, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

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

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

_____
Notary Public, State of Texas

ARCHITECTURE
ENGINEERING
INTERIORS
PLANNING

PGAL

May 29, 2020

Proposal for Professional Architectural Services for the City of Midland Senior Centers Master Plan, Design Construction Documents and Construction Oversight

This Letter of Proposal is for professional Architectural services by **PGAL** (the "Architect") for the **City of Midland** (the "City" and "Owner") for **Senior Centers Master Plan, Design, Construction Documents and Construction Oversight** (the "Project").

ALEXANDRIA
ATLANTA
AUSTIN
BOCA RATON
CHICAGO
DALLAS/FORT WORTH
HOBOKEN
HOUSTON
LAS VEGAS
LOS ANGELES
SAN DIEGO

1.0 PROJECT SCOPE AND GOALS

1.1 The Project scope includes City-wide senior services needs assessment, facility evaluation, and master planning for the development / redevelopment of both the Midland Senior Center and the Midland Southeast Senior Center or possible new facilities.

1.2 With Midland's growth over the last few decades, the City would like to complete a community assessment to determine the City's specific needs for increased and improved senior services in light of today's standards, expectations and future trends. These needs assessment should include input from Midland residents, staff and City officials.

1.3 The goal is to engage a broad section of the seniors in the process such that the results yield:

- An accurate understanding of their actual needs and desires for services - and not just pre-conceived notions.
- Specific community preferences, likes and dislikes
- Enthusiasm for the existing senior centers and their role in the community
- Consensus and "buy-in" for the adaptive reuse of the existing buildings or possible new facilities
- Potential financial donors and supporters

1.4 Current senior services occur at two facilities. The Midland Senior Center is located in a City-owned section of the Kingsway Mall. The Midland Southeast Senior Center is located in a City-owned free-standing facility at Washington Park. These two facilities have aged and their maintenance and operational challenges continue to increase.

1.5 Based on the programmatic needs assessment, demographic and geographical considerations for ideal locations, and a physical evaluation of the two existing senior centers, a determination should be made regarding the viability of renovating and expanding either or both of the centers. If not viable, then the City would like to examine alternatives to construct new facility/facilities either at the same locations or new locations.

1.6 The Master Plan should present the development options in phases of work to allow the City to achieve the necessary improvements over time.

PGAL.COM
14135 Midway Road, Suite G-200
Addison, TX 75001
t 972 871 2225
f 972 871 2228

1.7 The Master Planning phase should be completed by January 2021, and a Phase 1 scope and estimated cost should be established for implementation thereafter.

2.0 ARCHITECTURAL SERVICES

The Architect shall collaborate with the City as needed to provide the following professional services:

2.1 Discovery and Needs Assessment

2.1.1 Kick-off Meeting: The Architect meet with the City's Project Team to review project parameters, gather available materials, set initial community engagement strategies, establish project schedule and deliverables.

2.1.2 Listening Tour: Normally, we like to visit together with key stakeholders several new senior centers. Not only does this allow City staff and other participants to form a shared vision for the renovated facility, it allows everyone to develop a common understanding about current "state of the art" projects, observe what works and what doesn't, and form a common background of experience that we all can draw from (and refer to) throughout. Given the current pandemic, PGAL will put together a virtual tour of several facilities using site plans, floor plans and photographs, and share this with stakeholders via Zoom. Following this, we will schedule a follow up meeting with the Project Team to develop the initial program preferences and discuss strategies for Community Engagement workshops.

2.1.3 Community Engagement via Senior Forums: The Architect will facilitate meeting(s) with the seniors to gather input, garner support for the project and give them a real sense of ownership in the process and project. In this forum, we will give a short presentation explaining the goals of this study as well as brief remarks about evolving senior center services. After the presentation, the Architect will facilitate an interactive discussion on what participants want in a "new" Senior Center. An attempt will be made to draw out not only what is important to attendees but what might appeal to non-users as well. Various interactive "tools" will be employed to instill comfort and build quick rapport.

We can provide multiple Zoom Forums as well as multiple in-person meetings with a limited number of attendees in appropriate venues to allow for the recommended social spacing.

2.1.4 Community Engagement via Questionnaires: In order to obtain a wider gathering of community input, we will develop a 2-page Questionnaire for distribution both electronically and via hard copy. This survey can capture much of the same information obtained in the Senior Forums, though in a less dynamic means. It can be distributed via Survey Monkey electronically and in paper included in the current Grab & Go lunch boxes plus through various civic organizations, churches, etc.

2.1.5 City Project Team Debriefing: PGAL will record the findings of the Forums and Questionnaires and present them in graphic and written form to the City project team or other stakeholders for review and approval.

2.1.6 Senior Services Program Recommendations: The Architect will evaluate the input received and make recommendations to the Client

regarding the quantity and size of physical spaces required to serve the community's needs and desires – at both current locations or more suitable ones. This will include but not be limited to programming, physical fitness, meetings, larger gatherings such as dances or banquets, unique services, food service, arts & crafts, staff offices, technology, site amenities, parking requirements and other functional needs. These recommendations will consider interim population projections in addition to the buildout design population.

2.1.7 Written Program: Following the approval of the physical program(s), we will submit a written Program (draft and final) to include:

- Introduction & Process
- Executive Summary
- Design Issues & Considerations for both facilities
- Room/Space Requirements for both locations
- Existing Facilities Assessment (see Section 2.2)
- Appendices

2.1.8 Discovery and Needs Assessment Meetings: The following meetings are included:

- Kickoff meeting, in person
- Virtual tour of senior centers
- Zoom meeting to discuss program strategies for Community Engagement workshops
- Two days of public engagement meetings, in person & virtual
- City project team debriefing, via Zoom
- Interim meetings with staff via Zoom as needed

2.2. Existing Facilities Assessments

2.2.1 Building Information Model Creation: We will create a computer site plan and computer model of the existing Senior Centers using hard copy drawings provided by the City to serve as the basis for conceptual design

2.2.2 Facilities Assessment: We will conduct facility observations and meet with City staff responsible for the existing Midland Senior Center and Midland Southeast Senior Center operation and maintenance, to identify and discuss high-level challenges with the existing facility, condition of HVAC systems, electrical and lighting systems, roofing, building envelope, possible environmental hazard issues, maintenance difficulties, ADA shortcomings, etc. Engineering assessment for structural or MEP systems is not included as part of this study. The goal will be to determine a high-level understanding of what items and systems will likely require repair or replacement in the coming years and the viability of the existing Centers for renovation and expansion.

2.2.3 Potential New Locations: In order to evaluate the advantages of relocating and constructing new facilities versus renovating/expanding, we will also discuss with the City other potential sites, whether in the same specific location or elsewhere.

2.3. Conceptual Design

2.3.1 Conceptual Development Strategy Meeting: We will meet with the City's Project Team to review the Existing Facilities Assessment and discuss the practicality of renovating/expanding each Center as well as possibly relocating either or both to new sites. The goal of this meeting will be to identify the preferred options for the conceptual redevelopment of each Center.

2.3.2 Conceptual Design Options: Based on the approved Program and the conceptual options identified, the Architect will provide a total of three site/floor plan master plan options for renovating and possibly expanding the two existing facilities as well as relocating and building new facilities. We will present these options to the City's project team, discuss the pro's and con's, and work together to identify the desired option for each Center.

2.3.3 Final Conceptual Designs: The selected options, one for each Center, will be further refined to include phasing as well as preliminary 3D massing and conceptual character for each. We will provide the following drawings to illustrate each of the two conceptual Master Plans and then facilitate a public presentation to the City Council or other stakeholders as desired.

- Phased Site/Floor Master Plan, in color
- Exterior rendering of the 3D concept
- Project Cost Estimate for Phase 1 implementation

2.3.4 Conceptual Design Phase Meetings: The following are included:

- Conceptual development strategy meeting, via Zoom
- Presentation of conceptual development options, in person
- Final Conceptual Design presentation
- Interim meetings with staff via Zoom as needed

2.4. Phase 1 Implementation – Design Development and Construction: Given the uncertain nature of the building Program, scope of renovations and timing of the Project, the Architect's services to provide construction documents and construction administration for the actual implementation of the Phase 1 recommendations will be negotiated in the future and a full Client-Architect Agreement will be executed at that time.

3.0 EXCLUDED SERVICES

It is agreed that the following services are not included herein at this time:

- Field Measurement or Laser Scanning of the existing facilities
- Survey & Platting
- Environmental Assessment
- Geotechnical Investigation
- Civil Engineering
- Landscape Architecture
- Structural Engineering
- TDLR TAS Plan Review
- Materials Testing

4.0 PROFESSIONAL FEES

4.1 Base Fees

For the services described above, the City shall compensate the Architect as follows:

Discovery and Needs Assessment:	$26,980
Existing Facilities Assessment:	$6,380
Conceptual Design	$46,080
Total Professional Fees	**$79,440**

4.2 Optional Fee for Measured Drawings: If floor plans of the existing facilities are not available, we can laser scan the interior and exterior of either or both Senior Center facilities, convert the raw data, and create Revit virtual models to facilitate the evaluation and possible conceptual design work ahead. The level of detail will be commensurate with the information needed to accomplish the tasks herein; but will not involve forensic investigation or destruction of any existing components.

Add: $6,000 for one facility or $10,000 for both

5.0 REIMBURSABLE EXPENSES

5.1. Client shall reimburse the Architect for actual expenditures made by the Architect in the interest of the Project. Compensation for Reimbursable Expenses shall be computed as a multiple of one and one tenth (1.10) times the actual expense incurred, and shall not exceed $12,500 without prior written approval. Reimbursable expenses shall include:

5.1.1. Transportation to and from the Project location including automobile mileage at prevailing rates, tolls and parking costs;

5.1.2. Out-of-town travel and subsistence;

5.1.3. Reproductions, plots, reprographic services, standard form documents, postage, courier or express mail services required for the delivery of Instruments of Service;

5.1.4. Telecommunications expenses related to online or video conferences such as Zoom, GoToMeetings or WebEx.

6.0 MISCELLANEOUS PROVISIONS

This agreement is subject to the following General Conditions:

6.1 Payment: Statements will be submitted monthly according to completion of the work and payment will be due within thirty (30) days of the statement date.

6.2 Additional Services: Following prior written authorization and approval of Client, Architect shall make revisions in drawings, specifications or other documents when such revisions are:

- necessitated because of significant changes in the Project and authorized by written Change Orders including, but not limited to, size, quality, complexity, or the Client's schedule;
- necessitated by inconsistencies with approvals or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's program or Project budget;

- required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents;
- providing any other services not included herein or not customarily furnished in accordance with generally accepted architectural practice.

6.3 Project Schedule: The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. A mutually acceptable project schedule will be established at the outset of the Project based on the information known as of that date. If mutually agreeable, such schedule may be adjusted as the Project proceeds.

6.4 Standard of Practice: The Architect will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the appropriate profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

6.5 Opinions of Probable Construction Cost: The Architect has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractors' methods of determining prices, or over competitive bidding or market conditions. Therefore, Opinions of Probable Project and/or Construction Costs provided for herein are to be made on the basis of experience and qualifications and represent best judgment as an experienced and qualified professional Architect, familiar with the construction industry. However, the Architect cannot and does not guarantee that proposals, bids, or actual project cost and construction cost will not vary from Opinions of Probable Project and/or Construction Costs prepared by him. If, prior to the bidding or negotiating, Client wishes greater assurance as to project or construction cost, he shall employ an independent cost estimator.

6.6 Statement of Jurisdiction: In accordance with requirements of the Texas Board of Architectural Examiners (TBAE), the Architect makes the following Statement of Jurisdiction: "The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas". The Board may be contacted as follows: 1) By mail: Texas Board of Architectural Examiners, P.O. Box 12337 Austin, TX 78711-2337; 2) In person: 333 Guadalupe, Suite 2-350 Austin, TX 78701-3942; 3) By telephone: 512/305-9000; 4) By fax: 512/305-8900; or 5) Via website: www.tbae.state.tx.us.

AUTHORIZATION:

If this Proposal is acceptable, please sign below and return one copy to PGAL.

PGAL	**CITY OF MIDLAND**
JEFF D. BULLA	
_____	_____
Signature:	Signature
Jeff D. Bulla, AIA, LEED AP	**Courtney Sharp**
Principal	City Manager
	_____
	Date

RESOLUTION NO. 2019-295

RESOLUTION AUTHORIZING THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES ASSOCIATED WITH THE DEVELOPMENT OF A MASTER PLAN FOR THE DEVELOPMENT AND REDEVELOPMENT OF THE MIDLAND SENIOR CENTER AND THE MIDLAND SOUTHEAST SENIOR CENTER FOR THE COMMUNITY SERVICES DEPARTMENT

WHEREAS, the City Council finds it to be in the public interest to issue a request for qualifications for professional services associated with the development of a master plan for the development and redevelopment of the Midland Senior Center and the Midland Southeast Senior Center for the Community Services Department;

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

SECTION ONE. That the request for qualifications for professional services associated with the development of a master plan for the development and redevelopment of the Midland Senior Center and the Midland Southeast Senior Center for the Community Services Department is hereby approved. Said request for qualifications being attached hereto as Exhibit A and incorporated herein for all purposes.

SECTION TWO. That the City Manager or his designee is hereby authorized and directed to issue said request for qualifications pursuant to the statutes of the State of Texas for accomplishing the work set forth therein.

On motion of Council member Love, seconded by Council member Hotchkiss, the above and foregoing resolution was adopted by the City Council of the

City of Midland at a regular meeting on the 24th day of September, A.D., 2019, by the following vote:

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Tina Jauz, Community Services Director

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL CONSULTING SERVICES FOR THE CITY OF MIDLAND, TEXAS

Midland Senior Centers Master Plan Design, Construction Documents, and Construction Oversight

INTRODUCTION

The City of Midland, Texas is seeking to engage an Architecture, and/or Engineering firm, qualified to analyze and provide a Master Plan for the development and redevelopment of the Midland Senior Center and the Midland Southeast Senior Center. The plan should recommend phasing stages for implementing the plan. Construction documents and construction oversight for the recommended Phase I development will be a part of the Professional Services Agreement.

GENERAL SCOPE OF SERVICES AND TASKS

The selected consultant will be responsible for a comprehensive assessment of both existing senior centers. An inventory of existing facilities, research on current senior services and programming trends/standards, and gathering input from Midland residents, city staff, and city officials should be completed in order to prepare the Master Plan. The Master Plan should lay out a clear method of phasing the renovations and construction. The construction plans and construction oversight for the first phase of development are included in the scope of services.

All text and exhibit products shall be computer-based and provided in both hard copy and electronic format compatible with Microsoft Office 2010.

RFQ DUE DATE: 4:00p.m. Friday, October 25, 2019.

Five (5) copies of the qualifications shall be submitted in accordance with this RFQ. Please mark the package "Request for Qualifications for the City of Midland, Midland Senior Centers Master Plan". Submit Package to:

Regina Stephenson
Purchasing
300 N. Loraine St. Suite 220
Midland, TX 79701

Exhibit A

Final consultant approval will be by the City Council and is subject to budget approval. Consultants may contact Regina Stephenson, General Services Director, for additional information at 432.685.7233. All qualifications are considered public records. The Community Services Department reserves the right to request additional information from consultants submitting qualifications. If selected, staff will make a recommendation to City Council for approval; additional copies of the qualifications may be required.

INTRODUCTION AND SUMMARY

The City of Midland, Texas, is seeking a qualified consultant to prepare a Master Plan for the development and redevelopment of the Midland Senior Center and the Midland Southeast Senior Center. The Midland Senior Center is currently located in a city owned section of the Kingsway Mall. The Midland Southeast Senior Center is located in a city owned free standing structure at Washington Park.

Midland has experienced growth over the last few decades. The current facilities have aged with time and the maintenance of each facility has increased as well. The Master Plan will focus on developing new centers or redeveloping current sites. The Master Plan will be completed only after a thorough inventory of existing facilities, researching current senior services and programming trends/standards, and gathering input from Midland residents, city staff, and city officials.

The Master Plan should be presented in phases of work. The construction documents for the first phase will then be developed as part of the Professional Services Agreement.

Project Timeline

The consulting firm shall work with the city to establish a timeline for the development of the plan. Expected completion of the Master Planning Phase is no later than August 1, 2020. Completion of the Construction Documents for Phase I is expected no later than May 1, 2021.

GENERAL SCOPE OF SERVICES & TASKS

These tasks will include, but will not be limited to:

1) Evaluate current Midland Senior Center and Midland Southeast Senior Center;
2) Identify ideal locations for both centers based on the city's growing population;
3) Examine current services and programming and identify space needs for current and future growth;
4) Prepare a phased Master Plan and estimate associated costs for development and redevelopment
    a. Present options for renovation, construction, and timeline
    b. Recommend phases for development with budget
5) Prepare construction documents for Phase I Development

6) Work with City to prepare bid documents for Phase I Development
7) Provide construction oversight for Phase I Development.

The above list is intended to enhance the statement of work and is not intended to limit the respondent's description of the project's process or services provided.

INFORMATION FOR CONSULTANTS

Form of Qualifications

The consultant qualifications shall include the following information:

1. Description of the firm's interest in participating in the project.
2. Names and titles of professionals and support staff that will work on the project, a brief description of previous team experience on this type of project, and copies of their resumes. If the project is to be a joint venture between consulting firms, the qualifications should state so.
3. Work history of the company.
4. A proposed work program and timeline to respond to the scope of work in this RFQ.
5. Unique challenges in completing similar projects and outcomes.
6. Description of up to five projects indicating relevant experience and including a brief description of the project, client and phone number, budget, and role. Please include sample pages, websites, etc. for committee review.
7. Your current project schedule in relation to the time and attention, which you anticipate devoting to this project.
8. Names, addresses, and telephone numbers of references or clients for whom the consultant has recently performed services.
9. List all legal challenges and outcomes for this type of project within the last five (5) years.

Questions Prior to Submission of RFQ

Questions should be addressed to Regina Stephenson, General Services Director, no later than October 18, 2019.

Evaluation of Qualifications

The following criteria will be considered in evaluating the qualifications and selecting a consultant:

- Firm experience and capability; credentials and experience of staff assigned to the study;
- References and quality of comparable work performed for other municipalities;

- Quality and organization of the proposal; tailoring of the proposal to the City of Midland needs;
- Likelihood of ability to produce a quality product in the given time frame; and
- Methodology;

In addition, the City reserves the right to request additional information from consultants submitting qualifications. All qualifications are considered public records. The City reserves the right to reject any or all qualifications and the right, in its sole discretion, to accept the qualifications it considers most favorable to the City's interest. The City further reserves the right to reject all qualifications and seek new qualifications when such procedure is deemed reasonable and in its best interest.

Weighting Factors

The final overall score will be computed by scoring each factor separately, and multiplying that score by the appropriate weighted percentage, and then adding all of the scores together.

FACTOR	WEIGHT
Firm experience and capability; credentials and experience of staff assigned to the project	25%
References and quality of comparable work performed for other public agencies	25%
Quality and organization of the proposal; tailoring of the proposal to the City of Midland needs	20%
Likelihood of ability to produce a quality product within the given time frame	15%
Methodology	15%

Selection of Consultant

The City shall review and interview firms that meet the criteria explained within this RFQ. Community Services shall prepare a short list of consultants and interview those consultants. A firm will be selected for recommendation to the City Council for the purpose of negotiating contracts terms, including a fair and reasonable price. The firm will submit additional hardcopies and digital copies of their qualifications to be forwarded to the City Council.

If a satisfactory contract cannot be negotiated with that firm, the City shall formally end negotiations with that firm and select the next most favored provider and attempt to negotiate with that firm. The City reserves the right to discontinue the process and reopen the process for proposals if an agreement cannot be reached.

Method of Compensation

Upon selection, the consultant will provide the necessary information for a contract to the City. The contract with the consultant is for a not-to-exceed amount, with reimbursement upon completion of agreed upon components of work, with a fee schedule for the remainder of the requested services. The Director of Community Services and/or her designee will review and approve for payment all invoices submitted by the consultant under the contract.

Liabilities

No costs associated with the presentation of the qualifications, or incurred in any manner by the proposer, may be charged to the City. All responses shall become property of the City and subject to disclosure under the Texas Open Records Law.

INSTRUCTIONS FOR QUALIFICATIONS

1. Qualifications must be submitted to:

   Regina Stephenson
   Purchasing
   300 N Loraine St. Suite 220
   Midland, Texas 79701

2. Five (5) copies of the qualifications must be received at the above address by 4:00 p.m. on **October 25, 2019**. The qualifications package should be labeled "Request for Qualifications for the City of Midland, Senior Centers Master Plan and Phase I Construction Documents".
3. Any questions concerning qualifications should be directed to Regina Stephenson, General Services Director, 432.685.7233.

WAIVER

A. **WAIVER OF CLAIMS ARISING FROM THE COMPETITIVE REQUEST FOR QUALIFICATION PROCESS OF AWARD OF CONTRACT**

BY SUBMITTING A STATEMENT OF QUALIFICATIONS, EACH SUBMITTER AGREES TO AND DOES HEREBY WAIVE ANY CLAIM THE SUBMITTER HAS OR MAY HAVE AGAINST THE CITY AND/OR THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

1. **THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY STATEMENT OF QUALIFICATIONS.**

2. **WAVIER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE STATEMENT OF QUALIFICATIONS OR THE CONTRACT DOCUMENTS.**

3. **ACCEPTANCE OR REJECTION OF ANY STATEMENT OF QUALIFICATION.**

4. **AWARD OF CONTRACT.**

By submitting a Statement of Qualifications, the submitter acknowledges that he or she understands all terms of the proposal documents and consents to the competitive selection process and the possibility of a negative assessment. By submitting a Statement of Qualifications, the submitter acknowledges and agrees that there was and is no disparity of bargaining power between the submitter and the City.

The submitter agrees that this is the intentional relinquishment of the above listed presently existing known rights.

B. <u>WAIVER OF ATTORNEY FEES</u>

BY SUBMITTING A STATEMENT OF QUALIFICATIONS, EACH SUBMITTER AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM THE SUBMITTER HAS OR MAY HAVE AGAINST THE CITY AND/OR ITS RESPECTIVE EMPLOYEES AND REPRESENTATIVES, FOR THE AWARD OF ATTORNEY FEES, ARISING OUT OF OR IN CONNECTION WITH THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY STATEMENT OF QUALIFICATIONS, WAIVER OF ANY REQUIREMENTS UNDER THIS RFP, ACCEPTANCE OR REJECTION OF ANY STATEMENT OF QUALIFICATIONS, AND AWARD OF THE CONTRACT. BY SUBMITTING A STATEMENT OF QUALIFICATIONS, THE SUBMITTER SPECIFICALLY WAIVES ANY RIGHT TO RECOVER OR BE PAID ATTORNEY'S FEES FROM THE CITY OR ANY OF THE CITY'S EMPLOYEES AND REPRESENTATIVES UNDER ANY OF THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE, SECTION 37.001, ET. SEQ., AS AMENDED).

The submitter agrees that this is the intentional relinquishment of a presently existing known right.

By execution and submission of a Statement of Qualifications under this RFQ, the submitter hereby represents and warrants to the City that the submitter has read and understands the RFQ and the Statement of Qualifications is submitted in accordance with this RFQ. The submitter acknowledges that it understands all terms within the proposal documents, which include the waiver provisions, and that it had the right to consult with counsel regarding all of the above documents.

This section shall not be construed as a Waiver of Sovereign Immunity.

SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

QUESTIONS REGARDING THIS REQUEST

Questions should be directed to:

Regina Stephenson
General Services Director
432.685.7233

City Council Agenda

2019-295
Approved for Agenda:
rwpatrick
City Manager's Office

MEETING DATE: 9/24/2019

APPROVED

TO: City Council/City Manager

FROM: Tina Jauz/Community Services Director

SUBJECT: Consider a resolution authorizing the issuance of a request for qualifications for professional services associated with the preparation of a master plan for development and redevelopment of the Midland Senior Center and the Midland Southeast Senior Center for the Community Services Department

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Purpose:

Consider a resolution authorizing the issuance of a request for qualifications for professional services associated with the preparation of a master plan for development and redevelopment of the Midland Senior Center and the Midland Southeast Senior Center for the Community Services Department.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

None at this time. A funding source will be determined prior to the selection and award of services.

Discussion:

The City is seeking to engage an Architecture, and/or Engineering firm, qualified to analyze and provide a Master Plan for the development and redevelopment of the Midland Senior Center and the Midland Southeast Senior Center. The plan should recommend phasing stages for implementing the plan. Construction documents and construction oversight for the recommended Phase I development will be a part of the Professional Services Agreement.

The Master Plan would not be limited to facility construction and redevelopment. It would include an extensive examination of services and programming.

Midland has not only experienced growth in population but also growth in the number of senior citizens residing in the city. The current two facilities have aged with time and the maintenance of each facility has increased as well. The Master Plan will focus on developing new centers or redeveloping current sites. The Master Plan will be completed only after a thorough inventory of existing facilities, researching current senior services and programming trends/standards, and gathering input from Midland residents, city staff, and city officials.

The timeline for the Master Plan development is expected to take up to eight months with any potential construction documents, following the plan, taking the consultant approximately another nine months to complete.

City Council Meeting

Item Number: 5
Meeting Date: July 14, 2020
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing

Approved for Agenda:

City Manager's Office

2020-110

Subject: **RESOLUTION AWARDING A THREE YEAR CONTRACT TO PROVIDE DATA NETWORK AND INTERNET SERVICE TO GRANDE COMMUNICATIONS NETWORKS LLC FOR A TOTAL COST NOT TO EXCEED $123,840.00 ANNUALLY (GENERAL SERVICES)**

Purpose:

Approval of a resolution awarding a data network and internet service provider agreement to Grande Communications Networks, LLC.

Recommended City Council Action:

Approve

Fiscal Impact:

$123,840.00 from funds available in the General Fund.

Discussion:

Resolution 2019-285 authorizing the issuance of a request for proposals for a data network and internet service provider agreement. Fifty-four (54) proposals were issued. Five (5) proposals were received. Staff recommends awarding to Grande Communications Networks, LLC. The agreement will provide communications for multiple City facilities including the main datacenter, Airport, Internet Access for WIFI at City and Park Facilities, and connectivity for a virtual private

network for all mobile communication needs. This includes employees working remotely in public safety and public works. Please see the attached memo from Jennifer Frescaz, Chief Information Officer, for additional information.

Therefore, please consider a resolution awarding a data network and internet service provider agreement with Grande Communications Networks, LLC of Odessa, Texas for the cost of $123,840.00.

RESOLUTION NO. _____

RESOLUTION AWARDING A THREE YEAR CONTRACT TO PROVIDE DATA NETWORK AND INTERNET SERVICE TO GRANDE COMMUNICATIONS NETWORKS LLC FOR A TOTAL COST NOT TO EXCEED $123,840.00 ANNUALLY

WHEREAS, Resolution 2019-285 authorized the issuance of a request for proposals for a data network and internet service provider agreement; and

WHEREAS, the most advantageous proposal was submitted by Grande Communications Networks LLC; and

WHEREAS, the City Council finds the amount proposed by Grande Communications Networks LLC to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to Grande Communication Networks LLC to provide said data network and internet service;

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 three (3) year contract with Grande Communications Networks LLC to provide said data network and internet service for a total cost not exceed $123,840.00 annually. Said contract being attached hereto as Exhibit "1" and incorporated herein for all purposes.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Grande Communications Networks LLC pursuant to the terms of said contract upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jennifer Frescaz, Chief Information Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

DATA NETWORK & INTERNET SERVICES AGREEMENT
#20000278

THIS AGREEMENT is made and effective the 15 day of July 2020, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Grande Communications Networks, LLC hereinafter referred to as "COMPANY."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform Data Network & Internet Services for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

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

2. COMPANY shall perform all the services under this Agreement consistent with the same level of skill and care as others in approximately the same region at approximately the same point in time and for the same types of projects. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in Exhibit "A".

3. At any time during the term of this Agreement, CITY may request that COMPANY perform special services (the "Special Services") for additional compensation to be agreed upon by CITY and COMPANY prior to the performance of any Special Services by COMPANY. As used herein, Special Services means any work which is determined by CITY to be necessary for this Agreement, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement and which COMPANY agrees to perform. If CITY and COMPANY reach an agreement on the performance of Special Services, COMPANY shall undertake such Special Services after receiving the authorization from CITY.

4. CITY acknowledges and agrees that COMPANY reserves the right to offer, and may offer, similar services to other government agencies under similar terms and conditions as stated herein except that the revenue share percentage allocated to COMPANY and the other government agency may be negotiated between COMPANY and such other agency based on the specific revenue expectations, agency reimbursed costs, the exact scope of services to be provided by COMPANY, and other agency requirements. COMPANY acknowledges and agrees that CITY shall have no responsibility or liability whatsoever hereunder with respect to any agreement entered into between COMPANY and such other government agency.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY in an amount not to exceed $123,840.00 per year for the professional services described in Exhibit "A." CITY agrees to pay COMPANY according to the schedule set forth in Exhibit "A", which is attached hereto and incorporated herein for all purposes, upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in Exhibit "A" incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from July 15, 2020 until July 14, 2023, unless the project is completed sooner or the Agreement is terminated as provided below.

CITY shall have the right to extend the term of this Contract for four (4) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

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

ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("instruments of service"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

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

ARTICLE IX. INSURANCE

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

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

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

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

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

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

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Agreement to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the

City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

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

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

ARTICLE X. ATTORNEY FEES

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

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

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

ARTICLE XII. NO THIRD PARTY BENEFICIARIES

CITY'S approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third party beneficiary or other rights hereunder.

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred

in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed 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 contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to COMPANY: Grande Communications Networks, LLC
401 Carlson Circle
San Marcos, TX 78666

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

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

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of

this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

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

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

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

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

L. To the extent that Tex. Gov't Code section 2270.002 applies to this Agreement, Company hereby verifies that Company does not boycott Israel and will not boycott Israel during the term of this Agreement. If Tex. Gov't Code section 2270.002 does not apply to this Agreement, such verification is not required, and Company shall be deemed to have not made such verification.

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

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

O. **Conflict of Terms.** If a conflict of terms or language exists between (i) any of the provisions of this Agreement and (ii) any of the provisions contained in Exhibit A, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in Exhibit A

ARTICLE XV. INDEMNITY

THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY AND ALL OF THE 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 THE 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 AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY AND ALL OF THE 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 THE CITY, THE 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 THE COMPANY OR THE COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

THE COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE THE 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 AGREEMENT. WHEN CITY SO DESIRES, THE COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. THE COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE 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 THE COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS AGREEMENT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Courtney B. Sharp, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§

§

COUNTY OF _____§

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

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

_____

Notary Public, State of Texas

Presentation of Services from Grande Communications

Grande will provide fiber based dedicated internet services with an ethernet handoff to the following locations on a 36 month term:

1. Police & Communications, 601 N Loraine, upgrade existing 50M DIA to a 100M DIA @ $600 a month
2. Police & Communications, 601 N Loraine, upgrade existing 1Gb to a 5Gb DIA @ $3500 a month
3. Airport Administration, 9507 La Force Blvd, upgrade existing 1Gb to a 5Gb DIA @ $2000 a month

DIA is the acronym for Dedicated Internet Access. DIA is an allocated amount of synchronous bandwidth that will fall under our Service Level Agreement.

Grande will provide a fiber based cable modem service also referred to as HSD service to the following locations on a 36 month term:

4. PD DLS Line, 601 N Loraine, replace existing DSL line with a 50Mx50M Fiber HSD Modem @ $174.99 per month
5. Doug Russell Pool, 900 Midland Dr, replace Internet 18 with a 100Mx100M Fiber HSD Modem @ $244.99 per month

HSD is the acronym for High Speed Data. Fiber HSD speeds are synchronous and offer speeds up to a certain amount, these speeds are not allocated or guaranteed therefore do not come with an SLA. HSD speeds over fiber modems on the Grande network are consistent and reliable and a great upgrade from coax based asynchronous cable modems where the up and downstream speeds are different.

Grande will provide TLS service to the following locations on a 36 month term:

6. PD Building, 601 N Loraine St. to Airport, 9507 La Force Blvd., 1Gb TLS @ $1250 a month

TLS is the acronym for Transparent LAN Service. Transparent LAN service will connect locations together via Grande's fiber network and is a replacement for old Point to Point Circuits. These circuits are allocated and will fall under our Service Level Agreement.

Grande will provide a Redundant DIA Circuit to the following location on a 36 month term:

7. Midland Airport, 9507 La Force Blvd., 2 Gig DIA Circuit @ $2550 a month

This circuit will use an entirely different entry point into this building. This circuit has the intention of increasing reliability in the form of a backup or safe-fail if a safety-critical case needs arises. These circuits are allocated bandwidth and will fall under our Service Level Agreement.

Lori Meador
Sr. Strategic Account Executive
Grande Communications
254-235-2040 Direct
254-855-0709 Cell



DATE: June 30, 2020

TO: Erika Munoz, Purchasing Manager

FROM: Jennifer Frescaz, Chief Information Officer

SUBJECT: Consider a resolution awarding a contract for Citywide Internet Service to Grande Communications.

Consider a resolution awarding a contract for Citywide Internet Service to Grande Communications.

After a considerable review of bids and proposals, staff recommends the contract for internet service provider be awarded to Grande Communications. The contract will provide communications for multiple City facilities including the main datacenter, Airport, Internet Access for WIFI at City and Park Facilities, and connectivity for a virtual private network for all mobile communication needs. This includes employees working remotely in public safety and public works.

The City has been a Grande internet customer for the last ten years. In that time the service has been continually reliable, and network support has been immediately available when needed.

This is the first RFP for internet service where multiple bids were received, including bids from AT&T, Suddenlink/Alcatel, Unite Private Networks, CenturyLink Communications and Grande Communications. The decision came to a Best and Final Offer Process between Grande Communications and Unite Private Networks (UPN). While the cost at the main datacenter was much less expensive, UPN's costs to the outlying areas were considerably higher. UPN was also not able to bid on the communications to and at the Airport.

CISD currently has a TSL data link in place to the Airport which provides network and internet connectivity for the Airport employees. There is a separate connection that serves as a Customer WIFI connection provided by the Airport. In addition, the Airport serves as a backup data site and allows the City to maintain a business continuity strategy in the event of an outage at the main datacenter.

The cost of all of the services from Grande will result in a three-year term for all internet service at $10,320 per month of which the Airport will pay $2000 per month for their customer WIFI. The total annual cost is $123,840. The cost of the services is budgeted within CISD's Information Systems Administration budget and the Airport operating budget fund.

Attachments:

Grande Communications		Service	
Location Name	**Location Address**	**Speed**	**Price**
Police and Communication	601 N. Loraine	100mbps	$600
Police and Communication	601 N. Loraine	5 Gbps	$3,500
Airport Administration- WIFI	9507 La Force Blvd	2GB	$2,000
Traffic Maint/Water	1600 orchard lane	0	$0
DSL Line for PD	601 N. Loraine St	50 Mbps	$175
Doug Russell Pool	900 Midland Dr.	100 Mbps	$245
Washington Park Pool	1803 E Indiana Ave	0	$0
TLS circuit			
PD Building to Airport	601 N Loraine St	1GB	$1,250
Redundant Path Airport	9506 La Force Blvd.	2GB	$2,550
		Monthly Cost	$10,320
		Annual Cost	$123,840

UNITE PRIVATE NETWORKS		Service	
Location Name	**Location Address**	**Speed**	**Price**
Police and Communication	601 N. Loraine	300 Mbps	$995
Police and Communication	601 N. Loraine	5 Gbps	$2,367
Airport Administration	9507 La Force Blvd	NO BID	0
Traffic Maint/Water	1600 orchard lane	300 Mbps	$964
DSL Line for PD	601 N. Loraine St	50 Mbps	$595
Doug Russell Pool	900 Midland Dr.	100 Mbps	$695
Washington Park Pool	1803 E Indiana Ave	50 Mbps	$595
TLS circuit			
PD Building to Airport	601 N Loraine St	NO BID	0
Redundant Path Airport	9506 La Force Blvd.	NO BID	0

DATA NETWORK & INTERNET SERVICES AGREEMENT
#20000278

THIS AGREEMENT is made and effective the 15 day of July 2020, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Grande Communications Networks, LLC hereinafter referred to as "COMPANY."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform Data Network & Internet Services for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

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

2. COMPANY shall perform all the services under this Agreement consistent with the same level of skill and care as others in approximately the same region at approximately the same point in time and for the same types of projects. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in Exhibit "A".

3. At any time during the term of this Agreement, CITY may request that COMPANY perform special services (the "Special Services") for additional compensation to be agreed upon by CITY and COMPANY prior to the performance of any Special Services by COMPANY. As used herein, Special Services means any work which is determined by CITY to be necessary for this Agreement, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement and which COMPANY agrees to perform. If CITY and COMPANY reach an agreement on the performance of Special Services, COMPANY shall undertake such Special Services after receiving the authorization from CITY.

4. CITY acknowledges and agrees that COMPANY reserves the right to offer, and may offer, similar services to other government agencies under similar terms and conditions as stated herein except that the revenue share percentage allocated to COMPANY and the other government agency may be negotiated between COMPANY and such other agency based on the specific revenue expectations, agency reimbursed costs, the exact scope of services to be provided by COMPANY, and other agency requirements. COMPANY acknowledges and agrees that CITY shall have no responsibility or liability whatsoever hereunder with respect to any agreement entered into between COMPANY and such other government agency.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY in an amount not to exceed $123,840.00 per year for the professional services described in Exhibit "A." CITY agrees to pay COMPANY according to the schedule set forth in Exhibit "A", which is attached hereto and incorporated herein for all purposes, upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in Exhibit "A" incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from July 15, 2020 until July 14, 2023, unless the project is completed sooner or the Agreement is terminated as provided below.

CITY shall have the right to extend the term of this Contract for four (4) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

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

ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("instruments of service"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

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

ARTICLE IX. INSURANCE

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

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

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

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

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

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

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Agreement to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the

City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

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

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

ARTICLE X. ATTORNEY FEES

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

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

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

ARTICLE XII. NO THIRD PARTY BENEFICIARIES

CITY'S approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third party beneficiary or other rights hereunder.

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred

in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed 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 contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to COMPANY: Grande Communications Networks, LLC
401 Carlson Circle
San Marcos, TX 78666

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

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

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of

this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

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

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

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

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

L. To the extent that Tex. Gov't Code section 2270.002 applies to this Agreement, Company hereby verifies that Company does not boycott Israel and will not boycott Israel during the term of this Agreement. If Tex. Gov't Code section 2270.002 does not apply to this Agreement, such verification is not required, and Company shall be deemed to have not made such verification.

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

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

O. **Conflict of Terms.** If a conflict of terms or language exists between (i) any of the provisions of this Agreement and (ii) any of the provisions contained in Exhibit A, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in Exhibit A

ARTICLE XV. INDEMNITY

THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY AND ALL OF THE 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 THE 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 AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY AND ALL OF THE 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 THE CITY, THE 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 THE COMPANY OR THE COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

THE COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE THE 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 AGREEMENT. WHEN CITY SO DESIRES, THE COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. THE COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE 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 THE COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS AGREEMENT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Courtney B. Sharp, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§

§

COUNTY OF _____§

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

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

_____

Notary Public, State of Texas

Presentation of Services from Grande Communications

Grande will provide fiber based dedicated internet services with an ethernet handoff to the following locations on a 36 month term:

1. Police & Communications, 601 N Loraine, upgrade existing 50M DIA to a 100M DIA @ $600 a month
2. Police & Communications, 601 N Loraine, upgrade existing 1Gb to a 5Gb DIA @ $3500 a month
3. Airport Administration, 9507 La Force Blvd, upgrade existing 1Gb to a 5Gb DIA @ $2000 a month

DIA is the acronym for Dedicated Internet Access. DIA is an allocated amount of synchronous bandwidth that will fall under our Service Level Agreement.

Grande will provide a fiber based cable modem service also referred to as HSD service to the following locations on a 36 month term:

4. PD DLS Line, 601 N Loraine, replace existing DSL line with a 50Mx50M Fiber HSD Modem @ $174.99 per month
5. Doug Russell Pool, 900 Midland Dr, replace Internet 18 with a 100Mx100M Fiber HSD Modem @ $244.99 per month

HSD is the acronym for High Speed Data. Fiber HSD speeds are synchronous and offer speeds up to a certain amount, these speeds are not allocated or guaranteed therefore do not come with an SLA. HSD speeds over fiber modems on the Grande network are consistent and reliable and a great upgrade from coax based asynchronous cable modems where the up and downstream speeds are different.

Grande will provide TLS service to the following locations on a 36 month term:

6. PD Building, 601 N Loraine St. to Airport, 9507 La Force Blvd., 1Gb TLS @ $1250 a month

TLS is the acronym for Transparent LAN Service. Transparent LAN service will connect locations together via Grande's fiber network and is a replacement for old Point to Point Circuits. These circuits are allocated and will fall under our Service Level Agreement.

Grande will provide a Redundant DIA Circuit to the following location on a 36 month term:

7. Midland Airport, 9507 La Force Blvd., 2 Gig DIA Circuit @ $2550 a month

This circuit will use an entirely different entry point into this building. This circuit has the intention of increasing reliability in the form of a backup or safe-fail if a safety-critical case needs arises. These circuits are allocated bandwidth and will fall under our Service Level Agreement.

Lori Meador
Sr. Strategic Account Executive
Grande Communications
254-235-2040 Direct
254-855-0709 Cell



RESOLUTION NO. 2019-285

RESOLUTION AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR A DATA NETWORK AND INTERNET SERVICE PROVIDER AGREEMENT FOR THE COMMUNICATIONS AND INFORMATION SYSTEMS DEPARTMENT

WHEREAS, a request for proposals has been prepared by the City of Midland for a data network and information services provider for the Communications and Informations Systems Department; and

WHEREAS, the City Council finds it to be in the public interest to approve said request for proposals and authorize the City Manager or his designee to issue the same;

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

THAT the City Manager or his designee is hereby authorized to issue said request for proposals pursuant to the statutes of the State of Texas. Said request for proposals to be placed on file in the office of the City Secretary, referenced by the date and number of this Resolution.

On motion of Council member Love, seconded by Council member Lacy, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the 24th day of September, A.D., 2019, by the following vote:

Council members voting "AYE": Trost, Hotchkiss, Love, Morales, Dufford, Lacy, Robnett

Council members voting "NAY": None

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Jennifer Frescaz, Chief Information Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

City Council Agenda

2019-285
Approved for Agenda:
mwilliams
City Manager's Office

MEETING DATE: 9/24/2019

APPROVED

TO: City Council / City Manager

FROM: Erika Munoz, Purchasing Manager

SUBJECT: Consider a resolution approving plans and specifications and authorizing advertisement for proposals for data network and internet service provider agreement for a Communications Information Systems Department.

Purpose:

Approval of a resolution approving plans and specifications and authorizing advertisement for data network and internet service provider agreement.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Funding is not required at this time.

Discussion:

Please consider a resolution approving plans and specifications and authorizing advertisement for proposals for data network and internet service provider agreement. Staff recommends releasing an RFP for the services agreements in an effort to lower costs, increase internet speeds and achieve greater reliability for voice circuits. Please see the attached memo from Jennifer Frescaz, Chief Information Officer for additional information.

DATE: September 11, 2019

TO: Erika Munoz, Purchasing Manager

FROM: Jennifer Frescaz, Chief Information Officer

SUBJECT: Request the approval to release a request for proposals for an internet service provider agreement

---

Consider a resolution approving the release of a request for proposals for an internet service provider agreement.

Several of the agreements for the existing Internet sites are nearing expiration. The RFP will also include services for the existing voice over IP circuits. Staff recommends releasing an RFP for the services agreements in an effort to lower costs, increase internet speeds and achieve greater reliability for voice circuits.

The RFP and coordinating attachments are included for your review.

The cost of the services are budgeted in CISD's Information Systems Admin-Communications budget in the General Fund.

Request for Proposals

RFP _____

for

Data Network & Internet Services

Proposals for this requirement will be accepted until 2:00 P.M. on __TBD_____

Proposals May be Mailed or Delivered to:

City Secretary
City of Midland
Suite 340
P.O. BOX 1152
Midland, Texas 79702-1153
(300 N. Loraine, Suite 340 Midland, TX 79701)

No Late Proposals Will Be Accepted

NOTICE TO PROPOSERS:

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

2. IF THE SELECTED PROPOSER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF PARAGRAPH 1, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER PROPOSER.

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

4. 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.

See Section 1.9 for Pre-proposal Meeting Information

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SCHEDULE OF EVENTS

RFP
For
Data Network & Internet Services

Event	Date*
RFP Released	
Announcements distributed	
Deadline for Receipt of Announcement/requests for RFP	
Pre-proposal Conference	
Cutoff Date for inquiries and clarification	
Proposal Due Date	
Notification of Vendor Interviews / Product Demonstrations	
Present Recommendation to Council for Consideration (if BFO is NOT required)	
Call for Best and Final Offers (if required)	
Final Offer Due Date (if required)	
Present Recommendation to Council for Consideration (if BFO is required)	
Intended Date for Contract Award	

*These dates are our intended schedule; however, they may be changed as necessary without further notice.

NOTE:

From the issuance date of this RFP until a Contractor(s) is selected, all verbal communication is not binding. The City will only be bound by written comments submitted by the Purchasing Office.

SPECIAL TERMS AND CONDITIONS

Proposal Requirements /Terms

1. Unless otherwise called for, the number of copies specified in the RFP, shall be submitted typewritten or printed in ink. Many Requests for Proposals are in a word format that can be completed on your computer and will be noted on the cover page if available.
2. Each proposal should be placed in a separate envelope completely and properly identified with the RFP number, due time and date. Proposal must be time stamped at the appointed receipt location before the hour and date specified for the proposal receipt. Responsibility for having the proposal properly marked and to the opening location by the specified date and time is solely the offeror's. All copies of the proposal may be delivered in the same box/package.
3. Any Proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a minimum period as stated in the RFP following the final acceptance date, to provide the commodity or service set forth in the attached specifications, or until a selection has been made by the City.
4. Late proposals will not be accepted under any circumstances.
5. Proposal should give full firm name and address of Offeror. Failure to manually sign the proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. Insert your Federal Employer's Identification Number _____ or Sole owner should enter SSN _____-____-_____.
6. Purchases made for City use are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in your proposal. Tax exemption certificates will be furnished by the City upon request.
7. Telephone proposals are not acceptable when in response to an RFP.

Conditions

The City of Midland is requesting proposals with the intent of awarding a contract for the requirement contained in this RFP. However, the City is not obligated to award a contract on this solicitation and reserves the right to reject any and all proposals and award the proposal to best serve the interests of the City.

1. Offerors electing to respond to this RFP are responsible for all costs of proposal preparation. The City is not liable for any costs incurred by a offeror in response to this RFP.
2. No public disclosures or news releases pertaining to this RFP shall be made without prior written approval from purchasing.
3. In case of a tie between two or more offerors, the award will be made in accordance with preferences as outlined by statute.
4. The Offeror agrees to protect the City from claims involving infringement of patents or copyrights.
5. The Offeror hereby assigns to Purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. 1973 and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).
6. No substitutions or cancellation permitted without the written approval of the City Purchasing Agent. Deliveries made pursuant to a resulting contract shall be made during normal working hours only, unless approval for late delivery has been obtained.
7. Contractor shall submit two copies of an itemized invoice to Accounts Payable, The City of Midland, Texas, P.O. Box 1152, Midland Texas 79702. Each copy of the invoice shall reference the P.O. and the RFP numbers.
8. In the event of a conflict between the standard proposal requirements and conditions and the attached detail specification, the detail specifications shall govern.
9. Governing Law & Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any disputes or lawsuits arising from the performance of this contract shall be exclusively in Midland County, Texas. The parties agree that all performance under this contract shall take place in Midland, County, Texas. The Contractor and City agree that all payments made under this contract shall take place in Midland County, Texas.
10. This obligation and undertakings of each of the parties to this contract shall be deemed to have been performed in Midland County, Texas.

1. GENERAL INFORMATION

1.1. INTRODUCTION

The City of Midland Information Systems Department (hereinafter referred to as "the City") is pleased to invite you to submit a proposal to support existing, and expand upon, the City's Data Network & Internet Services as specified herein. Proposals submitted in response to the specifications contained herein shall comply with the following instructions and procedures.

Request for Proposal Standard Information

This Request for Proposal (RFP) is issued in accordance with City of Midland Policy, the RFP Manual and the statutes of the State of Texas. The RFP process is a procurement option allowing the award to be evaluated based on stated criteria. The RFP states the relative importance of all criteria. No other criteria, other than as outlined in the Request for Proposal, will be used.

1.2. INITIAL EVALUATION

Upon receipt, the proposal information will be disclosed only to persons participating in the evaluation or contracting process until the proposal has been reviewed and all marked trade secrets have been removed (see "Trade Secrets and Other Withheld Information" statement below). After this review, all remaining proposal materials will be available under the open records act. The proposals will be initially evaluated by the committee as being "responsive" or "non-responsive".

1.3. DISCUSSION/NEGOTIATION

Although proposals may be accepted and a contract awarded without discussion, the City may initiate discussions should clarification or negotiation be necessary. Offerors should be prepared to send qualified personnel to Midland, Texas to discuss technical and contractual aspects of the proposal.

1.4. BEST AND FINAL OFFER

The "Best and Final Offer" is an option available to the City under the RFP process allowing one or more offerors to submit a best and final offer. Offerors may be contacted, asking that they submit their best and final offer, which must include the discussed and/or negotiated changes.

1.5. AWARD

1.5.1. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code.

1.6. TRADE SECRETS

1.6.1. All information received in response to this RFP will be available to the public except for:

1.6.1.1. trade secrets meeting the requirements of Texas Government Code Title 5, Chapter 552, Subchapter C, § 552.110; and

1.6.1.2. matters involving individual safety as determined by the department.

1.6.2. In order for an offeror to claim trade secret material, the following conditions must be met. Information to be withheld must be clearly marked and separated from the rest of the proposal.

1.6.2.1. The proposal may not contain trade secret matter in the cost or price.

1.6.2.2. An affidavit from the offeror's legal counsel attesting to and explaining the validity of

the trade secret claim must be attached to each proposal containing trade secrets. In addition, offerors submitting a proposal containing trade secrets must be prepared to pay all legal costs and fees associated with defending the claim for trade secret protection in the event of an open records request from another party.

1.6.3. Documents not meeting all of the requirements of (1) and (2) will be available for public inspection, including copyrighted materials.

1.7. LATE PROPOSALS

Proposals received after the time specified for receipt of proposals will be destroyed or returned at the offeror's expense after consultation with the offeror. There are no exceptions to this deadline.

1.8. PREPARING A RESPONSE

This RFP contains the instructions governing the proposals to be submitted and a description of the mandatory requirements. To be eligible for consideration, an offeror must meet the intent of all mandatory requirements. Compliance with the intent of a mandatory requirement will be determined by the Purchasing Office. When imperative language (shall, will, must) appears in any section of the RFP, it is considered to be mandatory.

1.8.1. Offerors shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of this RFP.

1.9. PRE-PROPOSAL CONFERENCE:

A Pre-Proposal Conference will be conducted at (address)_____ on (date)_____ at (time)_____. Offerors may use this opportunity to notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of this RFP. All responses to questions at the Pre-Proposal Conference will be oral and in no way binding on the City.

1.10. CLARIFICATION/ INTERPRETATION

Offerors requiring clarification or interpretation of any section or sections contained in this RFP shall make a written request to the City Purchasing Agent by the deadline described in the Schedule of Events. All written correspondence must be addressed to:

The City Of Midland
Office of the Purchasing Agent OR
P.O. Box 1152
Midland, TX 79702

FAX: (432) 685-0523

e-mail: purchasing@midlandtexas.gov

1.11. FORMAT FOR INQUIRIES:

Each offeror submitting written questions must clearly address each question by reference to a specific section, page and item of this RFP. An official written answer will be provided to all questions received. Verbal responses shall not be considered binding.

1.12. INTERPRETATION:

Any interpretation, correction or change of this RFP will be made by written Addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections or changes.

The City of Midland Purchasing Office will issue any necessary Addenda.

A point-by-point response to all numbered sections, subsections, paragraphs, subparagraphs and appendices must be submitted by each offeror in order to be considered for selection.

1.13. PROPOSAL ORGANIZATION AND SUBMISSION

Offerors must organize proposals into sections following the format of this RFP, with tabs separating each section. If no exception, explanation, or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response with the following:

"(Offeror's Name)", understands and will comply.

1.14. OFFER PRICING

Offerors must respond to this RFP by utilizing the RFP Cost Summary. The cost summary will be used as the primary representation of each offeror's cost, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror's cost.

Special incentives (implementation credits, setup fee waivers, etc.) should be highlighted in your response as additional items on the cost summary sheet.

Proposals should be complete to the degree that all of the information sought by this RFP is supplied in the order requested.

1.15. ALTERNATE PROPOSALS

Offerors may submit, at their option, multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.16. SUBMITTING A SEALED PROPOSAL

1.16.1. Number of copies and Location:

1.16.1.1. Offerors must submit one original, 2 hard copies and one (1) soft copy (PDF or Word) to the City Secretary. Sealed Proposals must be received by the date before the time stated on the face of the Request for Proposal Cover Page, local time. Sealed Proposals received after this time will not be accepted for consideration. Facsimile copies are not acceptable.

1.16.1.2. Please be sure to label the outermost package of the RFP whether it is an envelope, box or overnight package with the RFP number, RFP description and closing date so that it is visible when received by the City.

1.16.2. Each Offeror who submits a proposal represents that:

1.16.2.1. The proposal is based upon an understanding of the specifications and requirements described in this RFP.

1.16.2.2. Costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the offeror. The City is not liable for any expense incurred by the offerors in the preparation and presentation of their proposals.

1.16.2.3. All materials submitted in response to this RFP become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and offeror resulting from this RFP process.

1.16.3. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal.

1.16.4. A proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission, or receipt of best and final offer, if required, as defined in the Schedule of Events, and offeror so agrees in submitting the proposal.

1.17. RIGHTS RESERVED

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City of Midland to award a contract. Upon a determination, such actions would be in its best interests, the City in its sole discretion reserves the right to:

A) waive any formality;

b) cancel or terminate this RFP;

c) reject any or all proposals received in response to this document;

d) waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal; not award, or if awarded, terminate any contract if the City determines adequate City funds are not available.

1.18. BONDING REQUIREMENTS

See Exhibit C

1.19. OFFEROR INTERVIEW / PRODUCT DEMONSTRATION

After receipt of all proposals and before the determination of the award, respondents may be required to make an oral presentation and product demonstration in Midland, Texas to clarify their response or to further define their offer. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

1.20. SUBCONTRACTING

1.20.1. The successful offeror will be the Prime Contractor and shall be responsible, in total, for all work of subcontractors. All subcontractors must be listed in the proposal. The City reserves the right to approve all subcontractors.

1.20.2. The contractor shall be responsible to the City for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the City.

1.21. INSURANCE REQUIREMENTS

See Contract or Agreement

1.22. CONTRACTOR'S RESPONSIBILITIES

The successful offeror shall keep informed of, and shall comply with all applicable laws, ordinances, rules, regulations and orders of the City, County, State, Federal or public bodies having jurisdiction affecting any work to be done to provide the services required. The offeror shall provide all necessary safeguards for safety and protection, as set forth by the United States Department of Labor, Occupational Safety and Health Administration.

1.23. OFFEROR COMPETITION

The City encourages free and open competition among offerors. Whenever possible, specifications, proposal requests and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services.

The offeror's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion of other eligible offerors and without effort to preclude the City of Midland from obtaining the best possible price.

1.24. CONTRACT PROVISIONS AND TERMS

1.24.1. Contract Execution

1.24.1.1. The City will execute a contract with the successful offeror(s). The City requires that the RFP and the terms and conditions attached to it, the offeror's response, the best and final offer (if required), and any formal addenda to the RFP be included as part of any contract documents.

1.24.2. Terms and Conditions

A proposed contract for services should be included with the offeror's response as an addendum. The contract must include all terms as spelled out in this rfp including, but not limited to:

- 1.24.4 Initial Contract(s) Term
- 1.24.5 Contract Extension price reduction option
- 1.24.6 Escalation limitations
- 4.1 Service Requirements
- 4.2 Contractual Requirements

1.24.3. Exceptions to Contract Terms & Conditions

Offerors should notify the City of any terms within the sample contract that either precludes them from responding to the RFP or add unnecessary cost.

1.24.4. The initial contract(s) term is for a period of One (1) years. Renewals of the contract may be made at One (1) year intervals, not to exceed a total of (7) seven years, at the City's option.

1.24.5. Contract Extension

The offeror agrees that, through the term of the initial contract and any agreed-upon extension, the City will be entitled to any price reductions at least equal to any lower prices made available to any other customer of comparable volume.

1.24.6. Escalation

Annual pricing adjustments to contract extensions following the initial contract term, if applicable, shall not exceed seventy-five percent (75%) of the rate of increase in the cost of living as reflected in the Federal Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (1982-84=100; through November 1991 = 137.8) or any other index which may be substituted in the future. The CPI for the latest twelve (12) month period of the contract will be the CPI base on which later adjustments are computed. Each time an adjustment is made, the earlier CPI base will be replaced by the adjusted CPI base. The percentage of adjustment to contract prices shall in no event exceed the percentage change in the index.

2. PROPOSAL WAIVERS:

2.1. WAIVER OF ATTORNEY FEES: BY SUBMITTING THIS PROPOSAL, OFFEROR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE PROPOSAL, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE PROPOSAL DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT. THE OFFEROR SPECIFICALLY AGREES THAT IF THE OFFEROR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS PROPOSAL, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE PROPOSAL DOCUMENTS, OR

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

2.2. OFFEROR AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE OFFEROR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE PROPOSAL DOCUMENTS INCLUDING BUT NOT LIMITED TO THE CONTRACT. THE OFFEROR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE OFFEROR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

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

2.4. <u>WAIVER:</u>

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

- **2.5.1. THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY PROPOSAL;**
- **2.5.2. WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS;**
- **2.5.3. ACCEPTANCE OR REJECTION OF ANY PROPOSALS; OR**
- **2.5.4. AWARD OF THE CONTRACT.**

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

2.7. BY SIGNING THE EXECUTION OF OFFER, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S). IF THIS FORM IS NOT SIGNED AND INCLUDED WITH YOUR PROPOSAL DOCUMENTS YOUR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE AND WILL BE REJECTED.

3. SCOPE OF PROJECT

THE CITY OF MIDLAND IS INTERESTED IN CONSOLIDATING ITS TECHNOLOGY VENDORS TO GAIN COST EFFICIENCIES, REDUCE THE ADMINISTRATIVE EFFORT OF MANAGING MULTIPLE VENDOR CONTRACTS, AND EXPAND THE SCOPE OF SERVICES OFFERED TO THE CITIZENS OF MIDLAND. THE FOCUS OF THIS RFP IS TO IDENTIFY A CORE VENDOR(S) THAT WILL PROVIDE COST-EFFECTIVE AND DIVERSIFIED ENTERPRISE-CLASS DATA NETWORKING, VOIP, AND INTERNET ACCESS TO EXISTING AND NEW CITY LOCATIONS AS DEFINED IN APPENDIX A. VOIP AND DATA WILL MEET THE REQUIREMENTS OF EXISTING CITY HARDWARE AND CONFIGURATION AT A MINIMUM TO PROVIDE RELIABLE AND COST-EFFECTIVE ENTERPRISE-CLASS VOIP PHONE COMMUNICATIONS AND NETWORK COMMUNICATIONS TO SERVE EXISTING LOCATIONS AND PROVIDE QOS. IT WILL ALSO POSSESS THE ABILITY TO EASILY EXPAND WITH CITY GROWTH. THE CITY WILL CONSIDER OPTIONS TO MIGRATE SERVICES TO ONE OR MORE VENDORS THAT PROVIDE THE BEST VALUE AS DEFINED BY THE REQUIREMENTS IN THIS RFP.

The City may choose to select more than one vendor based on pricing and service availability each specific location. It is the City's desire to have a single or dual source selection, but exceptions will be made, if necessary, to ensure quality service is available at all locations.

More specifically, the City is looking for a vendor(s) that will:

3.1. Work with City of Midland Information Technology staff and its current Vendor(s) to migrate from the incumbent's circuits to the vendor's circuits, which may be scheduled during non-business hours (may be evenings and/or week-ends) with no disruption to services. This may entail a ramp-up approach to test and accelerate the cut-over.

3.2. Provide their own premise equipment at no charge to including any monitoring devices. Vendor is required to monitor the performance of their premise equipment.

3.3. Ensure all installed vendor owned hardware containing software and firmware has, for security and performance purposes, the latest version applied to all components. Vendor is required to maintain the hardware with the then latest version of software and firmware throughout the life of the agreement. If latest software and/or firmware cannot be applied due to programming issues and/or known vulnerabilities, the proposer must provide a written explanation of these issues prior to completion of this project.

3.4. Coordinate all work with City staff and designated support teams.

3.5. Schedule work during times that will not affect the operation of City services, which will necessitate evening and week-end hours

3.6. Detail their methodology for providing detection and protection against DoS and DNS attacks at no additional charge to the City.

3.7. Guarantee bandwidth leased by City is dedicated solely to the City from the defined demarcation points. Vendor to provide customer bandwidth allocation and network design strategies employed to mitigate oversubscription.

3.8. Not throttle or filter traffic unless directed by the City of Midland to do so. All TCP/UDP ports will be open.

3.9. Filter traffic as requested (i.e. All non-routable IP networks should not be forwarded to City).

3.10. Include a detailed schematic of all proposed fiber and cable runs to serve The City's data network, VoIP and Internet access. Show all routes, local loops and paths.

3.10.1. Vendor to detail the transport medium (fiber, copper, service provider) at all

points along the proposed route(s) for The City network. The detail includes the identity of THIRD-PARTY infrastructure providers and owners.

3.10.2. Vendor must detail in depth their network footprint indicating all NAP's and POPs in the region.

3.10.3. Vendor must provide the number of hops in the proposed route(s) servicing The City's network.

3.10.4. The physical connectivity between demarcation point and the Internet Service Provider's point-of-presence (POP) should not be shared.

3.10.5. Detailed performance and operating standards (POS), including:

- Network connectivity; no more than one signaling loss or dropped call between the host and each end node during any 24-hour period
- Detailed tests, tasks and procedures to demonstrate POS are satisfied
- Remedies if POS are not met.

3.10.6. For proposed routes that must be shared, vendor must provide the number of customers utilizing the same route, total bandwidth purchased by customer utilizing the same route and bandwidth capacity of proposed route. Vendor must show the average and peak utilization of this route.

3.11. List any significant changes planned for their network transpiring over the next 12 months that will alter the information provided in response to this RFP.

3.12. Provide network performance statistics within the Midland geographic service area for the last 12 months including any third-party reports.

3.13. Provide the detail process and methodology for handling outages to ensure business continuity.

3.14. Provide City with secondary DNS services at no additional cost

4. REQUIREMENTS

NOTE: Where the term "required Field" appears in the requirements, the intent is that the user may not leave that field blank.

*Included means that if the feature or requirement is normally included and will be at No Extra Charge

**Will be at an additional cost. These added costs shall be listed on the cost summary/price sheet proposal page (whichever is attached)

Feature	Included In Package*	Will Add or Modify**	Exception Detail
4.1. SERVICE REQUIREMENTS			
4.1.1. Support Requirements (All Required)	☐	☐	
4.1.1.1. Vendor to notify, within 1 hour, the City in the event of vendor network outage.	☐	☐	

4.1.1.2.	Vendor to dedicate an account representative or team to City. The dedicated representative(s) can work with other clients, but this person will be the primary point of contact for the City.	☐	☐	
4.1.1.3.	City reserves the right to request a change and reject any account representative for the terms of the service agreement.			
4.1.1.4.	The City reserves the right to immediately terminate any agreement without penalty to The City when there is evidence of service and/or performance degradation.	☐	☐	
4.1.1.5.	The City reserves the right to terminate any agreement without penalty to the City when the vendor fails to correct repeated Service Level Agreement violations as defined in section 4.1.2.	☐	☐	
4.1.1.6.	The vendor must provide a clear path of escalation for all problems, detailing contact information and providing a toll free number for all maintenance and troubleshooting calls. Vendor to provide employee names, titles and contact information (office phone, cell phone, email address) along the path of escalation.	☐	☐	
4.1.1.7.	Vendor must be proactive in detecting and resolving problems and must communicate with City staff and designated support providers proactively via any or all of these methods: email alerts, phone, fax, and pager.	☐	☐	
4.1.1.8.	Vendor must communicate to City for planned vendor network outages 30 days in advance.		☐	
4.1.1.9.	Vendor is expected to aggressively and proactively pursue any local exchange carrier the vendor may use to escalate and resolve any problems that affect City's service.	☐	☐	
	4.1.2. Service Level Agreements (All Required)	☐	☐	
4.1.2.1.	During the initial and all subsequent terms of the agreement the vendor will be responsible to provide City with financial penalty credits, outlined in 4.1.3, when vendor does not meet the Service Level Agreement requirements and metrics (SLA) outlined in 4.1.2.3.1 thru 4.1.2.3.7 within any four-week window for all major infractions as well as an accumulation of three minor infractions.	☐	☐	
4.1.2.2.	A major infraction is considered to be any network outage that exceeds 1 hour during a business day; the inability to provide business continuity during a major outage that exceeds 1 business day; the inability to meet 4.1.2.3.3, 4.1.2.3.4, 4.1.2.3.5, 4.1.2.3.6, and 4.1.2.3.7. A minor infraction includes 4.1.2.3.1 and 4.1.2.3.2 below.	☐	☐	
4.1.2.3.	***SLA Requirements & Metrics***	☐	☐	
4.1.2.3.1.	Signaling loss or Dropped Call <1 per 24Hr	☐	☐	

4.1.2.3.2.	Latency	<0.45msec	☐	☐	
4.1.2.3.3.	Packet Loss	<0.05%	☐	☐	
4.1.2.3.4.	Network Availability	99.99% core to core	☐	☐	
4.1.2.3.5.	Port Availability	99.99%	☐	☐	
4.1.2.3.6.	Provisioning	Any customer-requested modifications or changes to take place within 72 business hours.	☐	☐	
4.1.2.3.7.	DoS and DNS Protection	80% utilization during these attacks	☐	☐	
4.1.2.3.8.	Customer Service	4 hour guaranteed response time to resolve technical or administrative issues including billing	☐	☐	
4.1.2.4.	***SLA Financial Credits***		☐	☐	
4.1.2.4.1.	First infraction: 10% service credit (based on monthly rates)		☐	☐	
4.1.2.4.2.	Second infraction: 30% service credit (based on monthly rates)		☐	☐	
4.1.2.4.3.	Third infraction: 60% service credit (based on monthly rates)				
4.1.2.4.4.	If the vendor cannot meet these penalty terms, the vendor can make a counter offer.		☐	☐	
4.2.	**CONTRACTUAL REQUIREMENTS**		☐	☐	
4.2.1.1.	City has the right to add services to this contract during the term of this agreement. The rate for these additional services will be at the schedule rate of the Agreement. Any added services will be coterminous to this Agreement's term date.		☐	☐	
4.2.1.2.	Vendor charges to begin upon final acceptance of full implementation of data network and internet services by City.		☐	☐	
4.2.1.3.	For routes shared with other customers as defined in your response to 3.13.5, the contract will guarantee that the vendor will not subscribe beyond the data capacity of the shared route for the term (s) of the agreement		☐	☐	
4.2.1.4.	City reserves the right to terminate any agreement with the vendor without penalty to the City in the event of the vendor's bankruptcy.		☐	☐	

4.2.1.5.	Vendor will allow City, during the initial term and all subsequent terms, of the agreement, to make on-demand changes to services purchased. This shall include the ability to add services, at the pricing agreed upon in the contract, to both existing locations and new locations, as well as the ability to discontinue up to 50% of contracted services without incurring early termination, disconnect, or other penalty fees.	☐	☐	
4.2.1.6.	Vendor to waive all Installation/Configuration fees	☐	☐	
4.2.1.7.	Vendor to include all Equipment Provisioning and Circuit Monitoring fees into their monthly costs.	☐	☐	

5. NARRATIVE

6. VENDOR QUALIFICATIONS

6.1. INFORMATION VERIFICATION

The City may make such investigations as deemed necessary to determine the ability of the offeror to supply the products and perform the services specified.

6.2. RIGHT TO REJECT

The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the City that offeror is properly qualified to carry out the obligations of the contract.

6.3. VENDOR CAPABILITIES

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror and will be weighed by the City. (Note: Each item must be thoroughly addressed. Taking exception to any requirements listed in this Section may disqualify the proposal):

6.3.1. Vendor Stability

6.3.1.1. Offerors shall demonstrate their financial stability to supply, install and support the services specified.

6.3.1.2. Provide financial statements, preferably audited, for the three (3) consecutive years immediately preceding the issuance of this RFP.

6.3.1.3. Provide copies of any quarterly financial statements that have been prepared since the end of the period reported by your most recent annual report.

7. EVALUATION PROCESS

7.1. EVALUATION PROCEDURE

7.1.1. Committee Actions

7.1.1.1. The evaluation committee will separate proposals into "responsive" and "non-

responsive" proposals. Non-responsive proposals will be eliminated from further consideration.

7.1.1.2. The evaluation committee will evaluate the remaining proposals and determine whether to award the contract to the best proposal or to seek a best and final offer before awarding a contract. Selection and award will be based on the offeror's proposal and other items outlined in this RFP.

7.1.1.3. Responses must be complete and address all the criteria listed. Information or materials presented by offerors outside the formal response or subsequent "best and final offer," if requested, will not be considered and will have no bearing on any award

7.2. EVALUATION CRITERIA

The evaluation committee will review and evaluate the offers according to the following criteria:

7.2.1. Company Service Qualifications

7.2.2. Ability to meet Service Level Agreements as defined in 4.1.2

7.2.3. Adherence to Required and Optional Contract Terms

7.2.4. Implementation Plan

7.2.5. Technical Abilities

7.2.6. Cost Analysis

8. PROPOSAL CONTENTS

The following items constitute the RFP submittal in response to the request herein:

8.1. THE RFP

8.2. THE COST SUMMARY OR PROPOSAL FORM

8.3. REQUESTED ATTACHMENTS

8.3.1. Financial Information

8.3.2. Signed Execution of Offer

9. TEXAS PUBLIC INFORMATION ACT

Notwithstanding any other provisions, this request for proposals, along with any associated contract, is subject to the Texas Public Information Act.

EXECUTION OF OFFER

Date:

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

By executing this offer, Offeror affirms that he/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror shall be removed from all proposal lists.

By the signature hereon affixed, the Offeror hereby certifies that neither the Offeror or the firm, corporation, or institution represented by the Offeror or anyone acting for such firm, corporation, or institution has violate the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer being made to any competitor or any other person in such line of business. By signing this offer, Offeror certifies that if a Texas address is shown as the address of the Offeror, Offeror qualifies as a Texas Resident Offeror as defined in Rule 1 TAC 113.8.

This offer consists of pages number 1 through _____.

Offeror/ COMPANY: _____

SIGNATURE (INK): _____

NAME: (TYPED/PRINTED) _____

TITLE: _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

Appendix A: Locations & Service Type to Include

City of Midland Texas

RFP# 1234

Data Services

				Current Service	
Unique ID	Location Name	Location Address	Circuit ID	Type	Speed
A	PD Central Communications	601 North Loraine St	1003/ETH/MDLDTXH3PON/MDLDTXCMI001	DIA	50Mb up/down
B	PD Central Communications	601 North Loraine St	101/10G/MDLDTXH3ETH/MDLDTXCMI001	DIA	1000 Mb up/down
C	PD Central Communications	601 North Loraine St	101/10G/MDLDTXH3ETH/MDLDTXCMI001	TLS	100 Mb up/down
D	PD Central Communications	601 North Loraine St	101/10G/MDLDTXH3ETH/MDLDTXCMI001	TLS	1000 Mb up/down
E	PD Central Communications	601 N LORAINE ST		Loop	10 Mbps
F	PD Central Communications	601 N LORAINE ST SUIT 101 FLR 1 BLDG CISD		Standard SIP Seat	
G	PD Central Communications	601 N LORAINE ST SUIT 101 FLR 1 BLDG CISD		911	
H	Municipal Court	201 E. Texas Ave	1002/ETH/MDLDTXH3PON/MDLDTXCMI003	TLS	100 Mb up/down
I	Municipal Court	201 E TEXAS AVE		Standard SIP Seat	
J	Municipal Court	201 E TEXAS AVE		Available TN	
K	Airport Administration	9506 La Force Blvd	1001/ETH/MDLDTXH3PON/MDLDTXCMI002	DIA	500Mb up/down
L	ML King Community Center	2300 Butternut Lane	WiFi	WiFi	50/8
M	ML King Community Center	2300 Butternut Ln		Standard SIP Seat	
N	ML King Community Center	2300 Butternut Ln		911	
O	Traffic Maint/Water	1600 ORCHARD LN		Private IQ Port	2 Mbps
P	Traffic Maint/Water	1600 ORCHARD LN		Loop	2 Mbps
Q	Traffic Maint/Water	1600 ORCHARD LN		VoIP Standard SIP Sessions	
R	Traffic Maint/Water	1600 ORCHARD LN		Standard SIP Seat	
S	Water Tower	601 N. loraine St		Internet 12	12 down 1.5 up
TT	Doug Russell Pool	601 N. loraine St		Internet 18	18 down 1.5 up
U	Hogan Park	1201 E Wadley Ave	No Currently Existing Internet	N/A	
V	Reyes-Mashburn-Nelms Park	2101 Cuthbert Ave	No Currently Existing Internet	N/A	
W	Washington Park	1803 E Indiana Ave	No Currently Existing Internet	N/A	
X	Beal Park	5200 W Wall St	No Currently Existing Internet	N/A	
Y	Doug Russell Park	1200 N Fairgrounds Rd	No Currently Existing Internet	N/A	
Z	Dennis the Menace Park	2201 W Indiana Ave	No Currently Existing Internet	N/A	
AA	Hogan Park Golf Course	3600 N Fairgrounds Rd	No Currently Existing Internet	N/A	
BB	Fire Station #1	1500 W Wall St	No Currently Existing Internet	N/A	
CC	Fire Station #1	1500 W WALL ST		Private IQ Port	2 Mbps
DD	Fire Station #1	1500 W WALL ST		Loop	2 Mbps
EE	Fire Station #1	1500 W WALL ST		Standard SIP Seat	
FF	Fire Station #1	1500 W WALL ST		Available TN	
GG	Fire Station #4	5100 N Big Spring St	No Currently Existing Internet	N/A	
HH	Fire Station #5	2210 W Golf Course Rd	No Currently Existing Internet	N/A	
II	Fire Station #6	301 Tradewinds Blvd	No Currently Existing Internet	N/A	
JJ	Fire Station #7	2507 Pliska Dr (Inside AOA)	No Currently Existing Internet	N/A	
KK	Fire Station #8	3301 Haynes Ave	No Currently Existing Internet	N/A	
LL	Fire Station #9	6005 N Midland Dr	No Currently Existing Internet	N/A	
MM	Fire Station #10	4501 Sinclair Ave	No Currently Existing Internet	N/A	
NN	Health and Senior Services	3303 W ILLINOIS AVE		Private IQ Port	2 Mbps
OO	Health and Senior Services	3303 W ILLINOIS AVE		Loop	2 Mbps
PP	Health and Senior Services	3303 W ILLINOIS AVE		Standard SIP Seat	
QQ	Health and Senior Services	3303 W ILLINOIS AVE		911	
RR	City Hall	300 N LORAINE ST		Loop	20 Mbps
SS	City Hall	300 N Loraine St		Standard SIP Seat	
TT	City Hall	300 N LORAINE ST		Standard SIP Seat	
UU	City Hall	300 N LORAINE ST		911	
VV	City Hall	300 N LORAINE ST		Available TN	
WW	Water Treatment	3600 FM 307		Standard SIP Seat	
XX	Hogan Park Golf Course	3601 N Fairgrounds Rd		Standard SIP Seat	
YY	Hogan Park Golf Course	3601 N Fairgrounds Rd		911	
ZZ	Water Puification Plant	5000 N Midland Dr		Standard SIP Seat	
A1	Water Purification Plant	5000 N Midland Dr		911	
B2	FLEET SERVICE 152816951	FLEET SERVICE 152816951		Available TN	
C3	Animal Services	1200 N Fairgrounds Rd		Standard SIP Seat	
D4	PD Range/Academy	4500 FM 307		Standard SIP Seat	
E5	Landfill	7901 E Hwy 158		Standard SIP Seat	

COST SUMMARY

City of Midland Texas

RFP #1234

Internet DIA

			Current			Option 1 Service (Required)		Option 2 Service		Option 3 Service		Option 4 Service		5 (Supplier Recomm	
Line Item Identifier	Location Name	Location Address	Service Type	Speed	Static IP	Speed	Price	Speed	Price	Speed	Price	Speed	Price	Speed	Price
1	PD Central Communications	600 North Loraine St	DIA	50Mb up/down		50mb up / down		100mb up / down		500mb up / down		1000mb up / down			
2	PD Central Communications	601 North Loraine St	DIA	1000 Mb up/down	8	1000 Mb up/down		Supplier Provider Options							
3	Municipal Court	201 E Texas Ave	DIA	20 Mb up/down		20 Mb up/down		100mb up / down		500mb up / down		1000mb up / down			
4	Airport Administration	9507 La Force Blvd	DIA	500 Mb up/down	28	500 Mb up/down		100mb		500mb		1000mb			
5	Parks and Recreation	2300 Butternut Lane	WiFi	50/8		50/8		100mb		500mb		1000mb			
6	Traffic Maint/Water	1600 orchard lane	WiFi	50/8		50/8		100mb		500mb		1000mb			
7	DSL Line for PD	601 N. Loraine St	Internet 25	25 down 5 up		25 down 5 up		50mb		100mb		500mb			
8	Washington Pool	601 N. Loraine St	Internet 3	3 down 1 up		3 down 1 up		50mb		100mb		500mb			
9	Water Tower	601 N. loraine St Water Tower	Internet 12	12 down 1.5 up	8	12 down 1.5 up		50mb		100mb		500mb			
10	Doug Russell Pool	601 N. loraine St	Internet 18	18 down 1.5 up	8	18 down 1.5 up		50mb		100mb		500mb			
11	Hogan Park	1201 E Wadley Ave		New Site		100MB synchronous		500MB synchronous		1000MB synchronous					
12	Reyes-Mashburn-Nelms Park	2101 Cuthbert Ave		New Site		100MB synchronous		500MB synchronous		1000MB synchronous					
13	Washington Park	1803 E Indiana Ave		New Site		100MB synchronous		500MB synchronous		1000MB synchronous					
14	Beal Park	5200 W Wall St		New Site		100MB synchronous		500MB synchronous		1000MB synchronous					
15	Doug Russell Park	1200 N Fairgrounds Rd		New Site		100MB synchronous		500MB synchronous		1000MB synchronous					
16	Dennis the Menace Park	2201 W Indiana Ave		New Site		100MB synchronous		500MB synchronous		1000MB synchronous					
17	Hogan Park Golf Course	3600 N Fairgrounds Rd		New Site		100MB synchronous		500MB synchronous		1000MB synchronous					

Data/VOIP/TLS

			Current			Option 1 Service (Required)		Option 2 Service		Option 3 Service		Option 4 Service		5 (Supplier Recomm				
Line Item Identifier	Location Name	Location Address	Service Type	Speed	Quantity	Speed/QTY	Price	Speed/QTY	Price	Speed/QTY	Price	Speed/QTY	Price	Speed/QTY	Price	Direct Connection	Transparent LAN	OTHER
19	Health and Senior Services	3303 W Illinois Ave	911		1													
20	ML King Community Center	2300 Butternut Ln	911		5													
21	Hogan Park Golf Course	3601 N Fairgrounds Rd	911		5													
22	Water Purification Plant	5000 N Midland Dr	911		1													
23	PD Central Communications	601 N Loraine St Suite 101 FLR Bldg CISD	911		3													
24	City Hall	300 N Loraine St	911		20													
25	Health and Senior Services	3303 W Illinois Ave	Private IQ Port	2 Mbps	1	2 Mbps		25Mb synchronous		50Mb synchronous		100MB synchronous						
26	Fire Station #1	1500 W Wall St	Private IQ Port	2 Mbps	1	2 Mbps		25Mb synchronous		50Mb synchronous		100MB synchronous						
27	Traffic Maint/Water	1600 Orchard Ln	Private IQ Port	2 Mbps	1	2 Mbps		25Mb synchronous		50Mb synchronous		100MB synchronous						
28	Fire Station #1	1500 W Wall St	Available TN		2													
29	FLEET SERVICE 152816951	FLEET SERVICE 152816951	Available TN		1													
30	Municipal Court	201 E Texas Ave.	Available TN		2													
31	City Hall	300 N Loraine St	Available TN		2													
32	PD Central Communications	601 N Loraine St Suite 101 FLR Bldg CISD	Loop	10 Mbps	1	10 Mbps		25Mb synchronous		50Mb synchronous		100MB synchronous						
33	Health and Senior Services	3303 W Illinois Ave	Loop	2 Mbps	1	2 Mbps		25Mb synchronous		50Mb synchronous		100MB synchronous						
34	Fire Station #1	1500 W Wall St	Loop	2 Mbps	1	2 Mbps		25Mb synchronous		50Mb synchronous		100MB synchronous						
35	Traffic Maint/Water	1600 Orchard Ln	Loop	2 Mbps	1	2 Mbps		25Mb synchronous		50Mb synchronous		100MB synchronous						
36	City Hall	300 N Loraine St	Loop	20 Mbps	1	20 Mbps		25Mb synchronous		50Mb synchronous		100MB synchronous						
37	City Hall	300 N Loraine St	Private IQ Port	20 Mbps	1	20 Mbps		25Mb synchronous		50Mb synchronous		100MB synchronous						
38	Traffic Maint/Water	1600 Orchard Ln	Standard SIP Seat		136													
39	Fire Station #1	1500 W Wall St	Standard SIP Seat		28													
40	Health and Senior Services	3303 W Illinois Ave	Standard SIP Seat		46													
41	Animal Services	1200 N Fairgrounds Rd	Standard SIP Seat		9													
42	ML King Community Center	2300 Butternut Ln	Standard SIP Seat		13													
43	Parks anad recreation	2701 Elizabeth Ave	Standard SIP Seat		12													
44	City Hall	300 N Loraine St	Standard SIP Seat		527													
45	Water Treatment	3600 FM 307	Standard SIP Seat		8													
46	Hogan Park Golf Course	3601 N Fairgrounds Rd	Standard SIP Seat		9													
47	PD Range/Academy	4500 FM 307	Standard SIP Seat		13													
48	Water Puification Plant	5000 N Midland Dr	Standard SIP Seat		4													
49	PD Central Communications	601 N Loraine St Suite 101 FLR Bldg CISD	Standard SIP Seat		363													
50	Landfill	7901 E Hwy 158	Standard SIP Seat		8													
51	Municipal Court	201 E Texas Ave	Standard SIP Seat		10													
52	City Hall	300 N Loraine St	Standard SIP Seat		140													
53	PD Central Communications	603 North Loraine St	TLS	1000 Mb up/down		1000 Mb up/down		Supplier Provider Options										
54	Municipal Court	201 E Texas Ave	TLS	100 Mb up/down	1	100 Mb up/down				500mb		1000mb						
55	Airport Administration	9506 La Force Blvd	TLS	1000 Mb up/down		1000 Mb up/down		Supplier Provider Options										
56	Traffic Maint/Water	1600 Orchard Ln	VoIP Standard SIP Sessions		285													

DATA NETWORK & INTERNET SERVICES AGREEMENT

THIS AGREEMENT is made and effective the ___day of _____ 20__, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, _____ hereinafter referred to as "COMPANY."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform Data Network & Internet Services for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

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

2. COMPANY shall perform all the services under this Agreement consistent with the same level of skill and care as others in approximately the same region at approximately the same point in time and for the same types of projects. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in Exhibit "A".

3. At any time during the term of this Agreement, CITY may request that COMPANY perform special services (the "Special Services") for additional compensation to be agreed upon by CITY and COMPANY prior to the performance of any Special Services by COMPANY. As used herein, Special Services means any work which is determined by CITY to be necessary for this Agreement, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement and which COMPANY agrees to perform. If CITY and COMPANY reach an agreement on the performance of Special Services, COMPANY shall undertake such Special Services after receiving the authorization from CITY.

4. CITY acknowledges and agrees that COMPANY reserves the right to offer, and may offer, similar services to other government agencies under similar terms and conditions as stated herein except that the revenue share percentage allocated to COMPANY and the other government agency may be negotiated between COMPANY and such other agency based on the specific revenue expectations, agency reimbursed costs, the exact scope of services to be provided by COMPANY, and other agency requirements. COMPANY acknowledges and agrees that CITY shall have no responsibility or liability whatsoever hereunder with respect to any agreement entered into between COMPANY and such other government agency.

ARTICLE III. FINANCIAL CONSIDERATIONS

The compensation is based on a revenue sharing model. CITY agrees to pay COMPANY in accordance with the revenue share split percentages as disclosed in Exhibit "B" for the professional services described in Exhibit "A," which both Exhibits are attached hereto and incorporated herein for all purposes, upon presentation of a monthly statement. The monthly statement shall set forth all invoices generated, collections received, adjustments made, and those expenses described in Exhibit "B" incurred during the month's current billing cycle which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. COMPANY will complete the monthly closing cycle 10 business days following the end of the closing period and will transfer funds as described in Exhibit "B" 15 business days following the end of the closing period. However, that if CITY objects to any portion of a statement, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the statement, and the parties immediately shall make every effort to settle the disputed portion of the statement. CITY in any event shall pay every portion of the statement that is not in dispute within the 15-day period for payment.

In order to facilitate the sharing of revenues as set forth in Exhibit "B" hereto, CITY authorizes COMPANY to open a P.O. Box and bank account on CITY's behalf. Withdrawals from such account shall be controlled by CITY, and any such withdrawals be made only by signatories designated by CITY.

ARTICLE IV. TERM

The term of this Agreement shall be from _____, 201 until _____, 20__, unless the project is completed sooner or the Agreement is terminated as provided below.

CITY shall have the right to extend the term of this Contract for four (4) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to COMPANY. The parties to this Agreement understand and agree that it is in CITY'S sole discretion to cancel the Agreement during the term of the Agreement without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at

any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

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

ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("instruments of service"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

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

work is done. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

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

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

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

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

COMPANY shall contractually require all contractors, subcontractors, and sub-

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

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

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

ARTICLE X. ATTORNEY FEES

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

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND

CONDITIONS OF THE AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

ARTICLE XII. NO THIRD PARTY BENEFICIARIES

CITY'S approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third party beneficiary or other rights hereunder.

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any

other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed 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 contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to COMPANY:

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

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

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

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

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

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

L. To the extent that Tex. Gov't Code section 2270.002 applies to this Agreement, Company hereby verifies that Company does not boycott Israel and will not boycott Israel during the term of this Agreement. If Tex. Gov't Code section 2270.002 does not apply to this Agreement, such verification is not required, and Company shall be deemed to have not made such verification.

ARTICLE XV. INDEMNITY

THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY AND ALL OF THE 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 THE 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 AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR

ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY AND ALL OF THE 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 THE CITY, THE 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 THE COMPANY OR THE COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

THE COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE THE 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 AGREEMENT. WHEN CITY SO DESIRES, THE COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. THE COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE 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 THE COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE

EXECUTION AND SUPERVISION OF THIS AGREEMENT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Courtney B. Sharp, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§

§

COUNTY OF _____§

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

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

_____

Notary Public, State of Texas

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____
Signature of vendor doing business with the governmental entity Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CITY OF MIDLAND

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

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

(1) the lowest bidder; or

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

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

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

   Reseller Permit Number: _____

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

   _____

   _____

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

   _____

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

   ☐ Yes ☐ No

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

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

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

City Council Meeting

Item Number: 6

Meeting Date: July 14, 2020

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **Motion authorizing the execution of Change Order Number One with Jones Bros. Dirt & Paving Contractors, Inc. regarding the Fiscal Year 2020 Mill and Inlay Project; said change order to be in the amount of $660,508.50 and to provide for the paving of (1) Whittle Way between Sunshine Parkway and Wadley Avenue and (2) Tarleton Street between Golf Course Road and Wadley Avenue. (GENERAL SERVICES)**

Purpose:

Approval of motion authorizing the execution of Change Order Number One with Jones Bros. Dirt & Paving Contractors, Inc. regarding the Fiscal Year 2020 Mill and Inlay Project; said change order to be in the amount of $660,508.50 and to provide for the paving of (1) Whittle Way between Sunshine Parkway and Wadley Avenue and (2) Tarleton Street between Golf Course Road and Wadley Avenue.

Recommended City Council Action:

Approve

Fiscal Impact:

$428,198.04 from the Tarleton Street Paving Project (981022) and $232,310.46 from the Whittle Way Paving Project (981025) for a total project cost of $660,508.50 from the Road Bond Funds.

Discussion:

Resolution 2020-020 awarded a contract for the Fiscal Year 2020 Mill and Inlay Project to Jones Bros. Dirt & Paving Contractors, Inc. a total cost not to exceed amount of $5,757,575.85. Staff recommends adding $660,508.50 to the Fiscal Year 2020 Mill and Inlay Project for the current term to take advantage of the limited time available to pave the streets of Whittle Way between Sunshine Parkway and Wadley Avenue and Tarleton Street between Golf Course Road and Wadley Avenue. Please see the attached memo from Matt Carr, City Engineer, for additional information.

Therefore, please consider a resolution approving Change Order One (1) to the Fiscal Year 2020 Mill and Inlay Project by increasing the amount of the contract by $660,508.50 bringing the total contract amount for the current term to $6,418,084.35.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Martinez, Purchasing Manager

FROM: Gabe McClelland, Transportation Manager

SUBJECT: Proposed Change Order 1 to FY 2020 Mill/Inlay Project; Contract 20000580

DATE: June 18, 2020

CC: Jose Ortiz, Director of Engineering Services

Due to the poor condition of the existing pavement, Whittle Way between Sunshine Parkway and Wadley Avenue and Tarleton Street between Golf Course Road and Wadley Avenue were selected for the 2017 Road Bond Program. In recent years, the Transportation Division has completed 82 work orders for pothole repair at Whittle Way and 173 at Tarleton Street. According to Transmap's 2017 data, the average Pavement Condition Index (PCI) score at Whittle Way is 43. The average PCI at Tarleton, according to 2017's data is 46.

During the planning phase, Engineering staff determined that Mill and Inlay will be the best method for addressing the damaged pavement at Whittle Way and Tarleton. Mill and Inlay includes removing the existing pavement followed by the placement of a new paved surface. The existing roadway base and sub-structure is salvaged.

The Transportation Division's annual Mill and Inlay Project began on Friday June 12. Due to the possibility of schools opening in August, Transportation staff decided to prioritize Mill and Inlay at streets adjacent to schools. Neely Avenue and Godfrey Street near Rusk Elementary and Midland Lee High School receive a high volume of vehicular and pedestrian traffic when school is in session. Neely Avenue and Godfrey Street are included in the Fiscal Year 2020 Mill and Inlay Project, but Tarleton Street (adjacent to Midland Lee High School), was not included, because the roadway was selected to be part of Year 4 2017 Bond Program. Due to the limited opportunities available to pave streets adjacent to schools and the opportunity of expediting one of the roadways selected to be paved near the end of the Bond Program, the Engineering Department recommends executing Change Order 1 to the FY 2020 Mill and Inlay Project to Mill and Inlay at Tarleton Street.

Like Tarleton Street, Whittle Way between Sunshine Parkway and Wadley Avenue receives a high volume of vehicular and pedestrian traffic when school is in session due to its location near Bush Elementary. Engineering staff recommends including Whittle Way in Change Order 1 to take advantage of the limited time available to pave the street while school in not in session. Like Tarleton, Whittle Way

was selected to be paved late in the Bond Program. Including Whittle Way in Change Order 1 is an opportunity to expedite delivery of this project.

In addition to the justification listed above, the overall unit price for the FY 2020 Mill and Inlay Project is approximately 12% below the average unit price since the annual Mill and Inlay Project was implemented in 2012.

Ultimately, The Engineering Department is recommending the execution of Change Order 1 to the FY 2020 Mill and Inlay Project in the amount of $660,508.50 to expedite the paving of Whittle Way and Tarleton Street. The change order amount is approximately 11% of the original contract amount, and the funds for Change Order 1 are available in the Road Bond Fund (178). In 2018 funds were allocated from the Road Bond Fund (178) to bond projects for years 2 through 5 and account numbers were assigned to each project. Please see amounts below and the funding sources.

- Original Contract Amount — $ 5,757,575.85 (001085 57005; Infrastructure)
- Change Order 1 (Tarleton St.) — 428,198.04 (Road Bond Fund; Project # 981022)
- Change Order 1 (Whittle Way) — 232,310.46 (Road Bond Fund; Project # 981025)
- **Total Adjusted Amount** — **$ 6,418,084.35**

MIDLAND
Engineering Services

CHANGE ORDER

Order No. 1 (one)

Date: June 18, 2020

Contract Date: January 29, 2020

NAME OF PROJECT: Fiscal Year 2020 Mill and Inlay Project

PROJECT NUMBER: 20000580

OWNER: City of Midland

CONTRACTOR: Jones Bros. Dirt & Paving Contractors, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Due to the poor condition of the existing pavement, Whittle Way between Sunshine Parkway and Wadley Avenue and Tarleton Street between Golf Course Road and Wadley Avenue were selected for the 2017 Road Bond Program. In recent years, the Transportation Division has completed 82 work orders for pothole repair at Whittle Way and 173 at Tarleton Street. According to Transmap's 2017 data, the average Pavement Condition Index (PCI) score at Whittle Way is 43. The average PCI at Tarleton, according to 2017's data is 46.

During the planning phase, Engineering staff determined that Mill and Inlay will be the best method for addressing the damaged pavement at Whittle Way and Tarleton. Mill and Inlay includes removing the existing pavement followed by the placement of a new paved surface. The existing roadway base and sub-structure is salvaged.

The Transportation Division's annual Mill and Inlay Project began on Friday June 12. Due to the possibility of schools opening in August, Transportation staff decided to prioritize Mill and Inlay at streets adjacent to schools. Neely Avenue and Godfrey Street near Rusk Elementary and Midland Lee High School receive a high volume of vehicular and pedestrian traffic when school is in session. Neely Avenue and Godfrey Street are included in the Fiscal Year 2020 Mill and Inlay Project, but Tarleton Street (adjacent to Midland Lee High School), was not included, because the roadway was selected to be part of Year 4 2017 Bond Program. Due to the limited opportunities available to pave streets adjacent to schools and the opportunity of expediting one of the roadways selected to be paved near

the end of the Bond Program, the Engineering Department recommends executing Change Order 1 to the FY 2020 Mill and Inlay Project to Mill and Inlay at Tarleton Street.

Like Tarleton Street, Whittle Way between Sunshine Parkway and Wadley Avenue receives a high volume of vehicular and pedestrian traffic when school is in session due to its location near Bush Elementary. Engineering staff recommends including Whittle Way in Change Order 1 to take advantage of the limited time available to pave the street while school in not in session. Like Tarleton, Whittle Way was selected to be paved late in the Bond Program. Including Whittle Way in Change Order 1 is an opportunity to expedite delivery of this project.

In addition to the justification listed above, the overall unit price for the FY 2020 Mill and Inlay Project is approximately 12% below the average unit price since the annual Mill and Inlay Project was implemented in 2012.

Ultimately, The Engineering Department is recommending the execution of Change Order 1 to the FY 2020 Mill and Inlay Project in the amount of $660,508.50 to expedite the paving of Whittle Way and Tarleton Street. The change order amount is approximately 11% of the original contract amount, and the funds for Change Order 1 are available in the Road Bond Fund (178). In 2018 funds were allocated from the Road Bond Fund (178) to bond projects for years 2 through 5 and account numbers were assigned to each project. Please see amounts below and the funding sources.

• Original Contract Amount	$ 5,757,575.85 (001085 57005; Infrastructure)
• Change Order 1 (Tarleton St.)	428,198.04 (Road Bond Fund; Project # 981022)
• Change Order 1 (Whittle Way)	232,310.46 (Road Bond Fund; Project # 981025)
• **Total Adjusted Amount**	**$ 6,418,084.35**

Change to CONTRACT PRICE:

Original UNIT PRICE CONTRACT: $ 5,757,575.85

Current UNIT PRICE CONTRACT adjusted by previous CHANGE ORDER: $ NA

The UNIT PRICE CONTRACT due to this CHANGE ORDER will be:
☒ (increased) ☐(decreased) by: $ 660,508.50
The new UNIT PRICE CONTRACT including this CHANGE ORDER will be: $ 6,418,084.35

Change to CONTRACT TIME:

The CONTRACT TIME will be ☒ (increased) ☐(decreased) by: 14 calendar days.

Approvals Required:
To be effective this Order must be approved by the Midland City Council if it changes the scope or objective of the PROJECT, or as may otherwise be required by the GENERAL PROVISIONS AND SUPPLEMENTAL CONDITIONS.

Requested by: Gabe McClelland, Transportation Manager

Approved by: Jose Ortiz, Director Engineering Services

Accepted by:

City Council Meeting

Item Number: 7

Meeting Date: July 14, 2020

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION APPROVING THE PURCHASE OF 750 TONS OF ALL SEASON PRE-COATED PATCHING MIXTURE FOR THE TRANSPORTATION DIVISION FROM CSA MATERIALS, INC. OF SAN ANGELO, TEXAS, AT A TOTAL COST OF $102,645.00** (GENERAL SERVICES)

Purpose:

Approval of resolution authorizing the purchase of ASPPM Pothole Patching Material to CSA Materials, Inc. for the Transportation Division of the Engineering Services.

Recommended City Council Action:

Approve

Fiscal Impact:

$102,645.00 from the General Fund.

Discussion:

The City Manager approved the specifications and authorized advertisement for bids for the ASPPM Pothole Patching Material Project. Six (6) bid requests were issued. We received two (2) bids. Staff recommends awarding a contract for this project to the apparent low bidder, CSA Materials, Inc. Please see the attached memo from Abe Langston, Transportation Superintendent, for additional information.

Therefore, please consider a resolution authorizing the purchase of ASPPM Pothole Patching Material Project to CSA Materials, Inc. of San Angelo, Texas for a cost of $102,645.00 from the General Fund.

Morris Williams Jr.

City Manager's Office

MEMO

TO: Erika Martinez, Purchasing Manager
FR: Abe Langston, Transportation Superintendent
DA: June 24, 2020
RE: All Season Pre-Coated Patching Mixture (ASPPM)
Bid No. 20003482
Recommend Award

Transportation staff have reviewed the bid tabulation for the All Season Pre-Coated Patching Mixture (ASPPM). CSA Materials, Inc. was the apparent low bidder and has a track record of successfully supplying materials to the City in the past. In addition, the unit prices appear to be in line with current pricing and trends. Therefore, we are recommending award of the ASPPM Pothole Patching Material to CSA Materials, Inc. in the amount of $102,645.00.

Base Bid	$ 102,645.00
Budgeted Amount	$ 102,645.00 (54240 – Maintenance of Streets and Roadways in-house)

City of Midland ▪ Engineering Services
300 N. Loraine Street ▪ Suite 510 ▪ Midland, TX 79701 ▪ T 432.685.7286 ♦ F 432.685.1786

RESOLUTION NO._____

RESOLUTION APPROVING THE PURCHASE OF 750 TONS OF ALL SEASON PRE-COATED PATCHING MIXTURE FOR THE TRANSPORTATION DIVISION FROM CSA MATERIALS, INC. OF SAN ANGELO, TEXAS, AT A TOTAL COST OF $102,645.00

WHEREAS, the City Manager approved the specifications and authorized advertisement for bids for the purchase of 750 tons of all season pre-coated patching mixture (the "Goods") for the Transportation Division; and

WHEREAS, Bid No. 20003482 was opened on June 24, 2020, with the lowest responsible bidder being CSA Materials, Inc. of San Angelo, Texas ("Seller"), having submitted a bid of $102,645.00 as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the City Council finds it to be in the public interest to purchase the Goods from Seller;

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 the Goods from Seller at a total cost of $102,645.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay for the purchase of the Goods from Seller from funds available in the 2020 Operating Budget of the Transportation Division of the General Fund (001) 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. , 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City of Midland - Bid Tabulation

BID # 20003482 ASPPM Pothole Patching Material OPENED June 24, 2020			CSA Materials, Inc. 3001 Foster St San Angelo, TX 76903 Brian Biggerstaff 325-655-4511		LA Fuller & Sons Construction Ltd PO Box 31477 Amarillo, TX 79120 Josh Fuller 806-373-6049	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL
1	750	Labor and material, and supervision necessary to complete 750 Tons of ASPPM Pothole Patching Material	$136.86	$102,645.00	$160.15	$120,112.50
	Tons					
		Cash Discount:				
		Delivery:	July 13, 2020		60 days	
		TOTALS:		$102,645.00		$120,112.50

Bidding Summary:

6 Bid requests were issued.

2 Bids listed above

0 NO BIDS were received.

4 Bidders did not respond.

City of Midland - Bid Tabulation

BID # 20003482 ASPPM Pothole Patching Material OPENED June 24, 2020			CSA Materials, Inc. 3001 Foster St San Angelo, TX 76903 Brian Biggerstaff 325-655-4511		LA Fuller & Sons Construction Ltd PO Box 31477 Amarillo, TX 79120 Josh Fuller 806-373-6049	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL
1	750	Labor and material, and supervision necessary to complete 750 Tons of ASPPM Pothole Patching Material	$136.86	$102,645.00	$160.15	$120,112.50
	Tons					
		Cash Discount:				
		Delivery:	July 13, 2020		60 days	
		TOTALS:		$102,645.00		$120,112.50

Bidding Summary:

6 Bid requests were issued.

2 Bids listed above

0 NO BIDS were received.

4 Bidders did not respond.

City Council Meeting

Item Number: 8

Meeting Date: July 14, 2020

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE OF 7,000 TONS OF FLEXIBLE BASE CALICHE FOR THE TRANSPORTATION DIVISION TO CALICHE PLUS, LLC OF MIDLAND, TEXAS, AT A TOTAL COST OF $85,820.00; AND AUTHORIZING PAYMENT (GENERAL SERVICES)

Purpose:

Approval of resolution awarding an annual master agreement for Flexible Base Caliche to Caliche Plus, LLC. for the Transportation Division of the Engineering Services.

Recommended City Council Action:

Approve

Fiscal Impact:

$85,820.00 from the General Fund.

Discussion:

The City Manager approved the specifications and authorized advertisement for bids for the Flexible Base Caliche Project. Nine (9) bid requests were issued. We received four (4) bids. Staff recommends awarding a contract for this project to the apparent low bidder, Caliche Plus LLC, with a possible one (1) year renewal. Please see the attached memo from Abe Langston, Transportation Superintendent, for additional information.

Therefore, please consider a resolution awarding an annual master agreement for Flexible Base Caliche to Caliche Plus LLC of Midland, Texas for a cost of $85,820.00 from the General Fund.

Morris Williams Jr.

City Manager's Office

MEMO

TO: Erika Martinez, Purchasing Manager
FR: Abe Langston, Transportation Superintendent
DA: June 12, 2020
RE: Flexible Road Base
Bid No. 20003267
Recommend Award

Transportation staff have reviewed the bid tabulation for the Flexible Base Caliche. Caliche Plus LLC was the apparent low bidder and has a track record of successfully supplying materials to various locations around the Permian Basin. In addition, the unit prices appear to be in line with current pricing and trends. Therefore, we are recommending award of the Flexible Base Caliche to Caliche Plus LLC in the amount of $85,820.00.

Base Bid	$ 85,820.00
Budgeted Amount	$ 85,820.00 (54240 – Maintenance of Streets and Roadways in-house)

City of Midland ▪ Engineering Services
300 N. Loraine Street ▪ Suite 510 ▪ Midland, TX 79701 ▪ T 432.685.7286 ♦ F 432.685.1786

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE OF 7,000 TONS OF FLEXIBLE BASE CALICHE FOR THE TRANSPORTATION DIVISION TO CALICHE PLUS, LLC OF MIDLAND, TEXAS, AT A TOTAL COST OF $85,820.00; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved the specifications and authorized advertisement for bids for the purchase of 7,000 tons of flexible base caliche (the "Goods"); and

WHEREAS, Bid No. 20003267 was opened on June 10, 2020, with the lowest responsible bidder being Caliche Plus, LLC of Midland, Texas ("Seller"), having submitted a bid of $85,820.00 as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

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

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Seller for the purchase of the Goods at a total cost of $85,820.00, said contract being on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Seller pursuant to the terms of said contract in an amount not to exceed $85,820.00 from funds available in the 2020 Operating budget of the Transportation Division of the General Fund (001) 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., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

S:\Resolutions\Purchase\2020\Engineering\Purchase Flexible Base Caliche (Purchase Contract).wpd

City of Midland - Bid Tabulation

BID # 20003267 Flexible Base Caliche OPENED June 10, 2020			Caliche Plus LLC 3001 W Loop 250 N Ste. 105-355 Midland, TX 79705 Stephanie Lins 432-614-1855		CSA Materials, Inc. 3001 Foster St San Angelo, TX 76903 Lydia Wills 325-655-4511		Jones Bros. Dirt & Paving Contractors, Inc 1401 S. Grandview Odessa, TX 79761 Rick Neely 432-332-0721		Tanner Services, LLC 2700 Elkins Rd Midland, TX 79705 Michael Prather 432-400-2250	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL
1	7000	Flexible Base Caliche, Type A, Grade 3, in accordance with Item 247 "flexible base" of the TXDOT standard specifications	$7.00	$49,000.00	$8.00	$56,000.00	$13.25	$92,750.00	$9.50	$66,500.00
	Tons									
2	7000	Freight	$5.26	$36,820.00	$4.50	$31,500.00	$6.00	$42,000.00	$7.00	$49,000.00
	Tons									
		Cash Discount:					0%		5% 30 Days	
		Delivery:			After June 22, 2020				Yes	
		TOTALS:		$85,820.00		$87,500.00		$134,750.00		$115,500.00

Bidding Summary:

9 Bid requests were issued.

4 Bids listed above

0 NO BIDS were received.

5 Bidders did not respond.

City of Midland - Bid Tabulation

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		Delivery:			After June 22, 2020				Yes	
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Bidding Summary:

9 Bid requests were issued.

4 Bids listed above

0 NO BIDS were received.

5 Bidders did not respond.

Master Agreement

20003267

For

Flexible Base Caliche

THIS AGREEMENT, made this 15th day of July, 20 20, by and between the City of Midland, Texas, a home rule municipal corporation, hereinafter referred to as "City", and Caliche Plus LLC_, hereinafter referred to as "Company".

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

Total Projected Cost: $85,820.00

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

2. Said Flexible Base Caliche are to be delivered in such quantities and at such time as designated by the Purchasing Manager of City. The total quantity of products which City is obliged to purchase shall be the total of the quantities from time to time ordered by the Purchasing Manager of City, and which are delivered and accepted.

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

4. Such Flexible Base Caliche shall be delivered to City's 1602 E. Orchard Lane Building 3, Midland, Texas. Freight and delivery charges are included in the purchase prices stated above.

5. The term of this agreement shall be for a period of 1 year(s) commencing on July 15, 2020, and terminating on July 14, 2021 unless sooner terminated as provided in this agreement. City may at its option, renew this agreement for a period of one additional year. In order to exercise this option, City must give Company notice of its intent to renew not less than 30 days prior to the expiration of this agreement.

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

6. If Company fails in any manner to fully perform and carry out each and all of the terms, covenants and conditions of this agreement, Company shall be in default and notice in writing shall be given it of such default by the Purchasing Manager of City. If Company fails to cure such default within 30 days of such notice, City, acting by and through the Purchasing Manager, may at its option terminate and cancel this agreement, and, at the

expense of Company, complete the agreement or cause the same to be completed.

In the event of such termination, all monies due Company under the terms of this agreement shall be retained by City, but such retention shall not release Company from liability for its default. In such event, however, Company will be credited with the amount of money so retained toward any amount by which the cost of completion of the agreement, as above provided, exceeds the agreement price.

Such termination shall not effect or terminate any of the rights of City as against Company then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to City under the law.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

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

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

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

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

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

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

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

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

12. **NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES**

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

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

13. **Third Party Beneficiary:** City's approval of this Agreement does not create a third party beneficiary. There is no third party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third party beneficiary or other rights hereunder.

14. **Governmental Immunity:** By executing this agreement, the City is not waiving its right of governmental immunity. City is retaining its immunity from suit. City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

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

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

17. To the extent that Tex. Gov't Code section 2270.002 applies to this Agreement, Company hereby verifies that Company does not boycott Israel and will not boycott Israel during the term of this Agreement. If Tex. Gov't Code section 2270.002 does not apply to this Agreement, such verification is not required, and Company shall be deemed to have not made such verification.

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

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

20. **Conflict of Terms.** If a conflict of terms or language exists between (i) any of the provisions of this Agreement and (ii) any of the provisions contained in Exhibit A, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in Exhibit A.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Courtney B. Sharp, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

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

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

_____
Notary Public, State of Texas

Exhibit A

CITY OF MIDLAND

PURCHASING DIVISION DATE: 05/07/20

BID REQUEST PAGE: 01

(THIS IS NOT AN ORDER) **BID NO: 20003267**

OPENING TIME: 2 :00 PM **CLOSING DATE: 06/10/20**

CITY OF MIDLAND

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

BIDS WILL BE RECEIVED IN THE OFFICE OF THE City Secretary, Suite 330
UNTIL 2:00 P.M. 06/10/20 FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO:
1602 E Orchard Ln Building 3, Midland, TX 79703

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			Annual master agreement for 7,000 tons of Flexible Base Caliche in accordance with the attached Detail Sheet and Master Agreement.	$ 12.26	$ 85,820
				TOTAL	$ 85,820

NOTICE TO BIDDERS:

1. FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM.
2. BIDS SHALL BE DELIVERED TO THE CITY IN A SEALED PACKAGE (ENVELOPE, ETC) **UNLESS THE CITY STATES** THAT THE BID MAY BE FAXED OR E-MAILED, OTHERWISE, BIDS FAXED OR E-MAILED DIRECTLY TO THE CITY WILL BE REJECTED. A SEALED BID MAY BE FAXED TO A THIRD PARTY FOR SEALED DELIVERY TO THE CITY. PLEASE CALL FOR MORE INFORMATION.
3. IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED CONTRACT AND INSURANCE REQUIREMENTS ARE **NON-NEGOTIABLE**. MODIFICATIONS BY BIDDER/CONTRACTOR OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON-RESPONSIVE BIDS WILL BE REJECTED. BIDDER/CONTRACTOR MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS **WITHIN 21 DAYS** OF THE DATE OF THE TRANSMITTAL LETTER.
4. IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF PARAGRAPH 3, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER.
5. **IMPORTANT NOTICE** – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK.

FOR ADDITIONAL INFORMATION, CONTACT (432) 685-7234 OR 685-7233. FAX NO. (432) 685-0523

NOTE: EACH BIDDER IS TO INDICATE BRAND NAME PRODUCT NUMBER AND ATTACH DESCRIPTIVE LITERATURE CLEARLY MARKED TO SHOW EACH ITEM ON THIS BID.

THE UNDERSIGNED HEREBY OFFERS TO FURNISH AND DELIVER THE ARTICLES OR SERVICE AS SPECIFIED ABOVE AT THE PRICES AND TERMS HEREIN STATED AND IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND CONDITIONS OF BIDDING ALL WHICH ARE MADE A PART OF THIS OFFER. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL WITHOUT PERMISSION.

COMPANY NAME: Caliche Plus LLC
ADDRESS 3001 W Loop 250N Ste 105-355
CITY Midland ST TX ZIP 79705
PHONE NO. 432-614-[illegible] FAX NO. 3724
EMAIL: Caliche plus@outlook.com

CASH DISCOUNT: ____ % ____ DAYS

DELIVERY CAN BE MADE ____

AUTHORIZED SIGNATURE [signature]

PLEASE READ CONDITIONS FOR BIDDING ON BACK BEFORE SUBMITTING

MIDLAND
Purchasing Division

On-line responses will not be allowed for this solicitation. Please print these documents and submit your bid in a sealed envelope to:

Mailing Address:

The City Secretary's Office
City of Midland
P. O. Box 1152
Midland, TX 79702

OR

Physical Address:

The City Secretary's Office
City of Midland
300 N. Loraine, Suite 330
Midland, TX 79701

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

NOTICE TO BIDDERS

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

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

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

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

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

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

MIDLAND
Purchasing Division

THE CITY OF MIDLAND

DETAIL SHEET

FOR 20003267

Flexible Base Caliche

ITEM	DESCRIPTION	QTY	COST EA.	TOTAL
1	Flexible Base Caliche, Type A, Grade 3, in accordance with Item 247 "flexible base" of the TXDOT standard specifications for the construction of highways, streets and bridges.	7000 Tons	$ 7.00	$ 49,000
2	Freight	7000 Tons	$ 5.26	$ 36,800

TOTAL BID: $ 85,800

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

The City Of Midland
Office of the Purchasing Agent
P.O. Box 1152
Midland, TX 79702

OR

FAX: (432) 685-0523
E-mail: purchasing@midlandtexas.gov

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

Award:
If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code.

BID WAIVERS:

A. <u>WAIVER OF ATTORNEY FEES</u>: BY SUBMITTING THIS BID, BIDDER AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE BID, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE BID DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT. THE BIDDER SPECIFICALLY AGREES THAT IF THE BIDDER BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS BID, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE BID DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ.,

AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE BIDDER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH BIDDER MIGHT OTHERWISE BE ENTITLED.

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

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

B. BIDDER'S WAIVER:

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

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

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

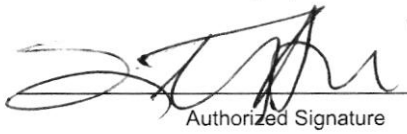
C. Notice of Alleged Breach; Statutory Prerequisites: As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, Contractor or his legal representative, shall give the City Manager, or any other reasonable official of the Owner, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Contract) of such damages, duly verified, within one-hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Contractor will settle, the physical and mailing addresses of Contractor at the time and date the claim was presented and the physical and mailing addresses of Contractor for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Contractor relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except

the Owner from any liability whatsoever. The 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 the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

The bidder agrees that this is the intentional relinquishment of the above listed rights.

By Signing below, your company agrees to the above waiver(s). If this form is not signed and included with your bid documents your bid will be considered non-responsive and will be rejected.

Caliche Plus	5.27.20
Company Name	Date
	432.614.1855
Authorized Signature	Phone
Stephanie Lins	N/A
Print Above Name	Fax

Item 247
Flexible Base

1. DESCRIPTION

Construct a foundation course composed of flexible base.

2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. The Engineer may sample and test project materials at any time before compaction throughout the duration of the project to assure specification compliance. Use Tex-100-E material definitions.

2.1. **Aggregate**. Furnish aggregate of the type and grade shown on the plans and meeting the requirements of Table 1. Each source must meet Table 1 requirements for liquid limit, plasticity index, and wet ball mill for the grade specified. Do not use additives, such as but not limited to lime, cement, or fly ash to modify aggregates to meet the requirements of Table 1 unless shown on the plans.

Table 1
Material Requirements

Property	Test Method	Grade 1–2	Grade 3	Grade 4[2]	Grade 5
Sampling	Tex-400-A				
Master gradation sieve size (cumulative % retained)	Tex-110-E				
2-1/2"		0	0	As shown on the plans	0
1-3/4"		0–10	0–10		0–5
7/8"		10–35	–		10–35
3/8"		30–65	–		35–65
#4		45–75	45–75		45–75
#40		65–90	50–85		70–90
Liquid Limit, % Max	Tex-104-E	40	40	As shown on the plans	35
Plasticity Index, Max[1]	Tex-106-E	10	12	As shown on the plans	10
Plasticity index, Min[1]		As shown on the plans	As shown on the plans	As shown on the plans	As shown on the plans
Wet ball mill, % Max	Tex-116-E	40	–	As shown on the plans	40
Wet ball mill, % Max increase passing the #40 sieve		20	–	As shown on the plans	20
Min compressive strength, psi	Tex-117-E			As shown on the plans	
lateral pressure 0 psi		35	–		–
lateral pressure 3 psi		–	–		90
lateral pressure 15 psi		175	–		175

1. Determine plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.
2. Grade 4 may be further designated as Grade 4A, Grade 4B, etc.

2.1.1. **Material Tolerances**. The Engineer may accept material if no more than 1 of the 5 most recent gradation tests has an individual sieve outside the specified limits of the gradation.

When target grading is required by the plans, no single failing test may exceed the master grading by more than 5 percentage points on sieves No. 4 and larger or 3 percentage points on sieves smaller than No. 4.

The Engineer may accept material if no more than 1 of the 5 most recent plasticity index tests is outside the specified limit. No single failing test may exceed the allowable limit by more than 2 points.

2.1.2. **Material Types**. Do not use fillers or binders unless approved. Furnish the type specified on the plans in accordance with the following:

2.1.2.1. **Type A**. Crushed stone produced and graded from oversize quarried aggregate that originates from a single, naturally occurring source. Do not use gravel or multiple sources.

2.1.2.2. **Type B**. Crushed or uncrushed gravel. Blending of 2 or more sources is allowed.

2.1.2.3. **Type C**. Crushed gravel with a minimum of 60% of the particles retained on a No. 4 sieve with 2 or more crushed faces as determined by Tex-460-A, Part I. Blending of 2 or more sources is allowed.

2.1.2.4. **Type D**. Type A material or crushed concrete. Crushed concrete containing gravel will be considered Type D material. Crushed concrete must meet the requirements in Section 247.2.1.3.2., "Recycled Material (Including Crushed Concrete) Requirements," and be managed in a way to provide for uniform quality. The Engineer may require separate dedicated stockpiles in order to verify compliance.

2.1.2.5. **Type E**. Caliche, iron ore or as otherwise shown on the plans.

2.1.3. **Recycled Material**. Reclaimed asphalt pavement (RAP) and other recycled materials may be used when shown on the plans. Request approval to blend 2 or more sources of recycled materials.

2.1.3.1. **Limits on Percentage**. Do not exceed 20% RAP by weight, when RAP is allowed, unless otherwise shown on the plans. The percentage limitations for other recycled materials will be as shown on the plans.

2.1.3.2. **Recycled Material (Including Crushed Concrete) Requirements**.

2.1.3.2.1. **Contractor-Furnished Recycled Materials**. Provide recycled materials, other than RAP, that have a maximum sulfate content of 3,000 ppm when tested in accordance with Tex-145-E. When the Contractor furnishes the recycled materials, including crushed concrete, the final product will be subject to the requirements of Table 1 for the grade specified. Certify compliance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," for Contractor furnished recycled materials. In addition, recycled materials must be free from reinforcing steel and other objectionable material and have at most 1.5% deleterious material when tested in accordance with Tex-413-A. For RAP, do not exceed a maximum percent loss from decantation of 5.0% when tested in accordance with Tex-406-A. Test RAP without removing the asphalt.

2.1.3.2.2. **Department-Furnished Required Recycled Materials**. When the Department furnishes and requires the use of recycled materials, unless otherwise shown on the plans:

- Department-required recycled material will not be subject to the requirements in Table 1,
- Contractor-furnished materials are subject to the requirements in Table 1 and this Item,
- the final product, blended, will be subject to the requirements in Table 1, and
- for final product, unblended (100% Department-furnished required recycled material), the liquid limit, plasticity index, wet ball mill, and compressive strength is waived.

Crush Department-furnished RAP so that 100% passes the 2 in. sieve. The Contractor is responsible for uniformly blending to meet the percentage required.

2.1.3.2.3. **Department-Furnished and Allowed Recycled Materials**. When the Department furnishes and allows the use of recycled materials or allows the Contractor to furnish recycled materials, the final blended product is subject to the requirements of Table 1 and the plans.

2.1.3.3. **Recycled Material Sources**. Department-owned recycled material is available to the Contractor only when shown on the plans. Return unused Department-owned recycled materials to the Department stockpile location designated by the Engineer unless otherwise shown on the plans.

The use of Contractor-owned recycled materials is allowed when shown on the plans. Contractor-owned surplus recycled materials remain the property of the Contractor. Remove Contractor-owned recycled materials from the project and dispose of them in accordance with federal, state, and local regulations before project acceptance. Do not intermingle Contractor-owned recycled material with Department-owned recycled material unless approved.

2.2. **Water**. Furnish water free of industrial wastes and other objectionable matter.

2.3. **Material Sources**. Expose the vertical faces of all strata of material proposed for use when non-commercial sources are used. Secure and process the material by successive vertical cuts extending through all exposed strata, when directed.

3. EQUIPMENT

Provide machinery, tools, and equipment necessary for proper execution of the work.

3.1. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.

3.2. When ride quality measurement is required, provide a high speed or lightweight inertial profiler certified at the Texas A&M Transportation Institute. Provide equipment certification documentation. Display a current decal on the equipment indicating the certification expiration date.

4. CONSTRUCTION

Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

Stockpile base material temporarily at an approved location before delivery to the roadway. Build stockpiles in layers no greater than 2 ft. thick. Stockpiles must have a total height between 10 and 16 ft. unless otherwise approved. After construction and acceptance of the stockpile, loading from the stockpile for delivery is allowed. Load by making successive vertical cuts through the entire depth of the stockpile.

Do not add or remove material from temporary stockpiles that require sampling and testing before delivery unless otherwise approved. Charges for additional sampling and testing required as a result of adding or removing material will be deducted from the Contractor's estimates.

Haul approved flexible base in clean trucks. Deliver the required quantity to each 100-ft. station or designated stockpile site as shown on the plans. Prepare stockpile sites as directed. When delivery is to the 100-ft. station, manipulate in accordance with the applicable Items.

4.1. **Preparation of Subgrade or Existing Base**. Remove or scarify existing asphalt concrete pavement in accordance with Item 105, "Removing Treated and Untreated Base and Asphalt Pavement," when shown on the plans or as directed. Shape the subgrade or existing base to conform to the typical sections shown on the plans or as directed.

When new base is required to be mixed with existing base, deliver, place, and spread the new flexible base in the required amount per station. Manipulate and thoroughly mix the new base with existing material to provide a uniform mixture to the specified depth before shaping.

Proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying when shown on the plans or directed. Correct soft spots as directed.

4.2. **Placing**. Spread and shape flexible base into a uniform layer with an approved spreader the same day as delivered unless otherwise approved. Construct layers to the thickness shown on the plans. Maintain the shape of the course. Control dust by sprinkling, as directed. Correct or replace segregated areas as directed, at no additional expense to the Department.

Place successive base courses and finish courses using the same construction methods required for the first course.

4.3. **Compaction**. Compact using density control unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the material in accordance with Item 204, "Sprinkling."

Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the roller unit. Begin rolling at the low side and progress toward the high side on superelevated curves. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph as directed.

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish requirements before the next course is placed or the project is accepted. Continue work until specification requirements are met. Perform the work at no additional expense to the Department.

Before final acceptance, the Engineer will select the locations of tests and measure the flexible base depth in accordance with Tex-140-E. Correct areas deficient by more than 1/2 in. in thickness by scarifying, adding material as required, reshaping, recompacting, and refinishing at the Contractor's expense.

4.3.1. **Ordinary Compaction**. Roll with approved compaction equipment as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing approved material as required, reshaping, and recompacting.

4.3.2. **Density Control**. Compact to at least 100% of the maximum dry density determined by Tex-113-E, unless otherwise shown on the plans. Maintain moisture during compaction within ±2 percentage points of the optimum moisture content as determined by Tex-113-E. Measure the moisture content of the material in accordance with Tex-115-E or Tex-103-E during compaction daily and report the results the same day to the Engineer, unless otherwise shown on the plans or directed. Do not achieve density by drying the material after compaction.

The Engineer will determine roadway density and moisture content of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

4.4. **Finishing**. After completing compaction, clip, skin, or tight-blade the surface with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Seal the clipped surface immediately by rolling with a pneumatic tire roller until a smooth surface is attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades as shown on the plans or as directed.

Correct grade deviations greater than 1/4 in. in 16 feet measured longitudinally or greater than 1/4 in. over the entire width of the cross-section in areas where surfacing is to be placed. Correct by loosening and adding, or removing material. Reshape and re-compact in accordance with Section 247.4.3., "Compaction."

4.5. **Curing**. Cure the finished section until the moisture content is at least 2 percentage points below optimum or as directed before applying the next successive course or prime coat.

4.6. **Ride Quality**. This section applies to the final travel lanes that receive a 1 or 2 course surface treatment for the final surface, unless otherwise shown on the plans. Measure ride quality of the base course after placement of the prime coat and before placement of the surface treatment, unless otherwise approved. Use a certified profiler operator from the Department's MPL. When requested, furnish the Engineer documentation for the person certified to operate the profiler.

Provide all profile measurements to the Engineer in electronic data files within 3 days after placement of the prime coat using the format specified in Tex-1001-S. The Engineer will use Department software to evaluate longitudinal profiles to determine areas requiring corrective action. Correct 0.1-mi.sections having an average international roughness index (IRI) value greater than 100.0 in. per mile to an IRI value of 100.0 in. per mile or less for each wheel path, unless otherwise shown on the plans.

Re-profile and correct sections that fail to maintain ride quality until placement of the next course, as directed. Correct re-profiled sections until specification requirements are met, as approved. Perform this work at no additional expense to the Department.

5. MEASUREMENT

Flexible base will be measured as follows:

- **Flexible Base (Complete In Place)**. The ton, square yard, or any cubic yard method.
- **Flexible Base (Roadway Delivery)**. The ton or any cubic yard method.
- **Flexible Base (Stockpile Delivery)**. The ton, cubic yard in vehicle, or cubic yard in stockpile.

Measurement by the cubic yard in final position and square yard is a plans quantity measurement. The quantity to be paid for is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Measurement is further defined for payment as follows.

5.1. **Cubic Yard in Vehicle**. By the cubic yard in vehicles of uniform capacity at the point of delivery.

5.2. **Cubic Yard in Stockpile**. By the cubic yard in the final stockpile position by the method of average end areas.

5.3. **Cubic Yard in Final Position**. By the cubic yard in the completed and accepted final position. The volume of base course is computed in place by the method of average end areas between the original subgrade or existing base surfaces and the lines, grades, and slopes of the accepted base course as shown on the plans.

5.4. **Square Yard**. By the square yard of surface area in the completed and accepted final position. The surface area of the base course is based on the width of flexible base as shown on the plans.

5.5. **Ton**. By the ton of dry weight in vehicles as delivered. The dry weight is determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The Engineer will determine the moisture content in the material in accordance with Tex-103-E from samples taken at the time of weighing.

When material is measured in trucks, the weight of the material will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the types of work shown below. No additional payment

will be made for thickness or width exceeding that shown on the typical section or provided on the plans for cubic yard in the final position or square yard measurement.

Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item unless otherwise shown on the plans. When proof rolling is shown on the plans or directed, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade will be paid in accordance with pertinent Items or Article 4.4., "Changes in the Work."

6.1. **Flexible Base (Complete In Place)**. Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. For square yard measurement, a depth will be specified. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, spreading, blading, mixing, shaping, placing, compacting, reworking, finishing, correcting locations where thickness is deficient, curing, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

6.2. **Flexible Base (Roadway Delivery)**. Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

6.3. **Flexible Base (Stockpile Delivery)**. Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" or "In Stockpile" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing and disposing of materials, preparing the stockpile area, temporary or permanent stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials to the stockpile, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

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

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

(1) the lowest bidder; or

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: Caliche Plus

Local Address (must be within the City limits): 4706 WCR 130 midland TX

1. Is the above address the principal place of business for the business named above? ☒ Yes ☐ No
2. How many residents of the City of Midland are employed at the above business location? 5
3. Year your business was established in the City of Midland: 2018
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

   Reseller Permit Number: _____

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

   _____

   _____

   _____

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

   _____

   _____

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

   ☐ Yes ☒ No

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

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

Authorized Signature: _____ Date: _____

Printed Name and Title: Stephanie Lins CFO

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

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

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

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

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

5. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. The City of Midland reserves the right to award by item or by total bid, or to reject any or all bids or parts of bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the bid to the lowest responsible bidder.

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

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

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

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

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

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

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

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

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

15. **Public Information.** To the extent that Company is submitting a bid for 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 bid, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

Seller and Buyer agree as follows:

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

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

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

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

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

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

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

8. WARRANTY - PRICE -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **INSURANCE –**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. THIRD PARTY BENEFICIARY - The Buyer's approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this agreement. No person or entity who is not a party to this agreement shall have any third party beneficiary or other rights hereunder.

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

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

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

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

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

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

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

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Caliche plus LLC

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

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

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.** None

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7 [signature]

Signature of vendor doing business with the governmental entity

Date July 14, 2020

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

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

No-Bid
Response
For
Request #: 20003267

If your firm has made a decision not to bid on this request, please complete this form and return to:

Office of the Purchasing Manager
City of Midland
P.O. BOX 1152
Midland, TX 79702-1152

or

Fax to: (432) 685-0523

Email: purchasing@midlandtexas.gov

Please Check all reasons below that apply:

- ☐ Cannot provide items requested.
- ☐ Cannot be competitive.
- ☐ Cannot meet the specifications in the request.
- ☐ Cannot provide the liability insurance required by the City of Midland.
- ☐ Cannot provide the Worker's Compensation Insurance required by the City of Midland.
- ☐ Cannot provide the required bonding.
- ☐ Cannot comply with the indemnification requirements.
- ☐ Job too large.
- ☐ Job too small.
- ☐ Do not wish to do business with the City of Midland.
- ☐ Other. Please explain below:

_____

_____

Company Name: _____

Authorized Officer or Agent Signature: _____

Telephone Number: _____ Fax: _____

Email Address: _____

PLEASE NOTE: THIS COMPLETED FORM MAY BE FAXED TO 432-685-0523. IT IS NOT NECESSARY TO RETURN ANY OTHER DOCUMENTS.

City Council Meeting

Item Number: 9

Meeting Date: July 14, 2020

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR THE A STREET UTILITY IMPROVEMENTS PROJECT TO BOLER EQUIPMENT SERVICE, INC. OF MIDLAND, TEXAS, AT A TOTAL COST OF $1,897,167.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (GENERAL SERVICES)

Purpose:

Approval of resolution awarding the contract for the A Street Utility Improvements; Utility Bond Project to Boler Equipment Services, Inc.

Recommended City Council Action:

Approve

Fiscal Impact:

$1,897,167.00 plus $189,716.70 in contingencies plus $50,000.00 for project related costs for a project total of $2,136,883.70 from the A-Street Utility Bond Project (982015).

Discussion:

Resolution 2019-260 approved plans and specifications and authorized advertisement for bids for the A Street Utility Improvements; Utility Bond Project. Bid requests were issued to seventy-two (72) vendors and we received four (4) bids. Staff recommends awarding the contract to Boler Equipment Services, Inc. Please see the attached memo from Matt Carr, City Engineer, for additional information.

Therefore, please consider a resolution awarding a contract to Boler Equipment Services, Inc. of Midland, Texas for the A Street Utility Improvements; Utility Bond Project in the amount of $1,897,167.00. Staff is also requesting an additional $189,716.70 in contingencies plus $50,000.00 for project related costs for a project total of $2,136,883.70.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Martinez; City of Midland, Purchasing Manager

FROM: Matt Carr, P.E.; City of Midland, City Engineer

SUBJECT: A-Street Utility Improvements ♦ Engr. Project No. BPU18-03 ♦ Bid Tabulation ♦ Funding Requisition 20003532

DATE: June 29, 2020 **COUNCIL MEETING DATE:** July 14, 2020

Engineer staff has reviewed the bid tabulation for the A-Street Utility Improvements project, a utility bond project. Boler Equipment Services, Inc. of Midland, Texas, is the apparent successful low bidder. Staff recommends awarding the A-Street Utility Improvements project to Boler Equipment Services, Inc.

Boler Equipment Services, Inc. has an established history with the City of Midland of performing work of similar scale and scope to the A-Street Utility Improvements project. Furthermore, the unit prices appear to be in line with current pricing trends.

Funding is available for this project.

The apparent successful bidder was selected based on the base bid amount of **$1,897,167.00** as outlined in the bidding documents. In addition, we would like to request that a 10% contingency in the amount of **$189,716.70** be allowed for value added changes to the project during construction and **$50,000.00** for project related costs incurred by the City to facilitate the contract (i.e. TDLR inspections, material testing services, etc.). The total amount made available for the project would be **$2,136,883.70**.

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

cc: Jose Ortiz
Regina Stephenson

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE A STREET UTILITY IMPROVEMENTS PROJECT TO BOLER EQUIPMENT SERVICE, INC. OF MIDLAND, TEXAS, AT A TOTAL COST OF $1,897,167.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved the plans and specifications and advertised for competitive bids for the A Street Utility Improvements Project (the "Project"); and

WHEREAS, Bid No. 20003532 was opened on June 24, 2020, with the lowest responsible bidder being Boler Equipment Service, Inc. of Midland, Texas ("Contractor"), having submitted a bid of $1,897,167.00 as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the total cost of the work to be completed, according to the previously advertised plans and specifications and the unit prices in Exhibit "A", shall not exceed $1,897,167.00; and

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

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for said Project at a total cost of $1,897,167.00, said contract being on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION TWO. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, change orders to said contract if (1) each change order involves a decrease or an increase of $50,000.00 or less and (2) the change orders, in total, do not increase the original contract price by more than 10 percent ($189,716.70).

SECTION THREE. That the sum of $2,136,883.70 is hereby appropriated from the

2018 Road Bond Fund (179) to the A Street Utility Improvements Project (982015).

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said contract and change orders executed in accordance with this resolution in an amount not to exceed $2,086,883.70 from funds available in the the A Street Utility Improvements Project (982015) 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., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

BPU18-04 - A Street Water Main, Wastewater Main, and Storm Drain Replacement Utility Bond Project

City of Midland - Engineering Services; June 24, 2020

BID TAB					Boler Equipment Service, Inc.			Entrench, Inc.			J&H Services, Inc.			TEC Excavation, Inc.		
Bid Item	Pay Note	Description	Quantity	Units	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total
MISCELLANEOUS ITEMS																
1	M1	Mobilization	10	MO	$ 7,350.00	$ 73,500.00	$ 73,500.00	$ 1,500.00	$ 15,000.00	$ 15,000.00	$ 4,300.00	$ 43,000.00	$ 43,000.00	$ 9,500.00	$ 95,000.00	$ 95,000.00
2	M2	Bypass Pumping for Wastewater System	16	WK	$ 3,075.00	$ 49,200.00	$ 49,200.00	$ 3,500.00	$ 56,000.00	$ 56,000.00	$ 4,000.00	$ 40,000.00	$ 64,000.00	$ 5,000.00	$ 80,000.00	$ 80,000.00
3	M3	Erosion/Sediment Control	10	MO	$ 925.00	$ 9,250.00	$ 9,250.00	$ 1,000.00	$ 10,000.00	$ 10,000.00	$ 1,100.00	$ 11,000.00	$ 11,000.00	$ 1,500.00	$ 15,000.00	$ 15,000.00
4	M4	Traffic Control	10	MO	$ 3,450.00	$ 34,500.00	$ 34,500.00	$ 4,200.00	$ 42,000.00	$ 42,000.00	$ 3,850.00	$ 38,500.00	$ 38,500.00	$ 5,000.00	$ 50,000.00	$ 50,000.00
5	M5	Job Site Safety	10	MO	$ 750.00	$ 7,500.00	$ 7,500.00	$ 950.00	$ 9,500.00	$ 9,500.00	$ 1,300.00	$ 13,000.00	$ 13,000.00	$ 1,500.00	$ 15,000.00	$ 15,000.00
6	M6	Material Mark-up	N/A	%	20.00		N/A			N/A	20.00		N/A	15.00		N/A
7	M7	Labor Mark-up	N/A	%	20.00		N/A			N/A	20.00		N/A	15.00		N/A
8	M8	Equipment Rental Mark-up	N/A	%	20.00		N/A			N/A	20.00		N/A	15.00		N/A
DEMOLITION ITEMS																
1	D1	Removal & Disposal of Existing Water Mains	4000	LF	$ 8.50	$ 34,000.00	$ 34,000.00	$ 10.00	$ 40,000.00	$ 40,000.00	$ 7.30	$ 29,200.00	$ 29,200.00	$ 15.00	$ 60,000.00	$ 60,000.00
2	D1	Removal & Disposal of Existing Wastewater Mains	3460	LF	$ 8.50	$ 29,410.00	$ 29,410.00	$ 12.00	$ 41,520.00	$ 41,520.00	$ 7.30	$ 25,258.00	$ 25,258.00	$ 20.00	$ 69,200.00	$ 69,200.00
3	D1	Removal & Disposal of Existing Storm Drains	450	LF	$ 12.00	$ 5,400.00	$ 5,400.00	$ 17.00	$ 7,650.00	$ 7,650.00	$ 21.00	$ 9,450.00	$ 9,450.00	$ 32.00	$ 14,400.00	$ 14,400.00
4	D2	Flowable Fill for Existing Utility Mains Abandoned in Place	70	CY	$ 85.00	$ 5,950.00	$ 5,950.00	$ 125.00	$ 8,750.00	$ 8,750.00	$ 220.00	$ 15,400.00	$ 15,400.00	$ 120.00	$ 8,400.00	$ 8,400.00
5	D3	Removal & Disposal of Existing Manhole (0'-5' Deep)	12	EA	$ 1,000.00	$ 12,000.00	$ 12,000.00	$ 1,300.00	$ 15,600.00	$ 15,600.00	$ 1,760.00	$ 21,120.00	$ 21,120.00	$ 750.00	$ 9,000.00	$ 9,000.00
6	D4	Removal & Disposal of Existing Manhole Additional Depth (> 5'	50	VF	$ 125.00	$ 6,250.00	$ 6,250.00	$ 250.00	$ 12,500.00	$ 12,500.00	$ 350.00	$ 17,500.00	$ 17,500.00	$ 100.00	$ 5,000.00	$ 5,000.00
7	D5	Removal & Disposal of Existing Unclassified Pavement	6000	SY	$ 5.00	$ 30,000.00	$ 30,000.00	$ 10.00	$ 60,000.00	$ 60,000.00	$ 9.00	$ 54,000.00	$ 54,000.00	$ 11.00	$ 66,000.00	$ 66,000.00
8	D6	Removal & Disposal of Existing Concrete Curb & Gutter	230	LF	$ 5.00	$ 1,150.00	$ 1,150.00	$ 10.00	$ 2,300.00	$ 2,300.00	$ 15.50	$ 3,565.00	$ 3,565.00	$ 14.00	$ 3,220.00	$ 3,220.00
9	D7	Removal & Disposal of Existing Concrete Sidewalk & Ramps	130	SY	$ 20.00	$ 2,600.00	$ 2,600.00	$ 16.00	$ 2,080.00	$ 2,080.00	$ 42.00	$ 5,460.00	$ 5,460.00	$ 20.00	$ 2,600.00	$ 2,600.00
WATER ITEMS																
1	W1	16" Steel Pipe Casing (1/4" Wall Thickness)	120	LF	$ 53.50	$ 6,420.00	$ 6,420.00	$ 75.00	$ 9,000.00	$ 9,000.00	$ 110.00	$ 13,200.00	$ 13,200.00	$ 140.00	$ 16,800.00	$ 16,800.00
2	W2	10" AWWA C-900 DR 18, PVC	480	LF	$ 20.00	$ 9,600.00	$ 9,600.00	$ 27.00	$ 12,960.00	$ 12,960.00	$ 30.00	$ 14,400.00	$ 14,400.00	$ 68.00	$ 32,640.00	$ 32,640.00
3	W2	8" AWWA C-900 DR 18, PVC	4260	LF	$ 18.50	$ 78,810.00	$ 78,810.00	$ 24.00	$ 102,240.00	$ 102,240.00	$ 25.00	$ 106,500.00	$ 106,500.00	$ 63.00	$ 268,380.00	$ 268,380.00
4	W2	6" AWWA C-900 DR 18, PVC	1760	LF	$ 16.00	$ 28,160.00	$ 28,160.00	$ 20.00	$ 35,200.00	$ 35,200.00	$ 22.00	$ 38,720.00	$ 38,720.00	$ 60.00	$ 105,600.00	$ 105,600.00
5	W3	10" Gate Valve & Box (MJxMJ/FL)	2	EA	$ 1,850.00	$ 3,700.00	$ 3,700.00	$ 2,500.00	$ 5,000.00	$ 5,000.00	$ 2,650.00	$ 5,300.00	$ 5,300.00	$ 2,300.00	$ 4,600.00	$ 4,600.00
6	W3	8" Gate Valve & Box (MJxMJ/FL)	16	EA	$ 1,315.00	$ 21,040.00	$ 21,040.00	$ 1,800.00	$ 28,800.00	$ 28,800.00	$ 1,980.00	$ 31,680.00	$ 31,680.00	$ 1,400.00	$ 22,400.00	$ 22,400.00
7	W3	6" Gate Valve & Box (MJxMJ/FL)	46	EA	$ 875.00	$ 40,250.00	$ 40,250.00	$ 1,300.00	$ 59,800.00	$ 59,800.00	$ 1,430.00	$ 65,780.00	$ 65,780.00	$ 1,000.00	$ 46,000.00	$ 46,000.00
8	W4	Air Relief Valve & Box	2	EA	$ 14,795.00	$ 29,590.00	$ 29,590.00	$ 12,400.00	$ 24,800.00	$ 24,800.00	$ 15,750.00	$ 31,500.00	$ 31,500.00	$ 13,000.00	$ 26,000.00	$ 26,000.00
9	W5	Fire Hydrant Assembly	26	EA	$ 2,700.00	$ 70,200.00	$ 70,200.00	$ 4,200.00	$ 109,200.00	$ 109,200.00	$ 3,800.00	$ 98,800.00	$ 98,800.00	$ 3,800.00	$ 98,800.00	$ 98,800.00
10	W6	Ductile Iron Fittings	8	TON	$ 7,650.00	$ 61,200.00	$ 61,200.00	$ 5,900.00	$ 47,200.00	$ 47,200.00	$ 7,700.00	$ 61,600.00	$ 61,600.00	$ 8,000.00	$ 64,000.00	$ 64,000.00
11	W7	Dresser Coupling	28	EA	$ 325.00	$ 9,100.00	$ 9,100.00	$ 750.00	$ 21,000.00	$ 21,000.00	$ 850.00	$ 23,800.00	$ 23,800.00	$ 3,500.00	$ 98,000.00	$ 98,000.00
12	W8	8"x1" Tapping Saddle	16	EA	$ 72.00	$ 1,152.00	$ 1,152.00	$ 325.00	$ 5,200.00	$ 5,200.00	$ 365.00	$ 5,840.00	$ 5,840.00	$ 280.00	$ 4,480.00	$ 4,480.00
13	W9	1" Water Service Connection	16	EA	$ 205.00	$ 3,280.00	$ 3,280.00	$ 900.00	$ 14,400.00	$ 14,400.00	$ 505.00	$ 8,080.00	$ 8,080.00	$ 830.00	$ 13,280.00	$ 13,280.00
14	W10	1" Water Service Lateral	1480	LF	$ 5.50	$ 8,140.00	$ 8,140.00	$ 18.00	$ 26,640.00	$ 26,640.00	$ 12.00	$ 17,760.00	$ 17,760.00	$ 10.00	$ 14,800.00	$ 14,800.00
15	W11	Water Meter & Meter Box	16	EA	$ 175.00	$ 2,800.00	$ 2,800.00	$ 390.00	$ 6,240.00	$ 6,240.00	$ 440.00	$ 7,040.00	$ 7,040.00	$ 250.00	$ 4,000.00	$ 4,000.00
16	W12	Open Trenching of Water Main	6500	LF	$ 9.00	$ 58,500.00	$ 58,500.00	$ 12.00	$ 78,000.00	$ 78,000.00	$ 10.50	$ 68,250.00	$ 68,250.00	$ 7.00	$ 45,500.00	$ 45,500.00
WASTEWATER ITEMS																
1	WW1	8" SDR 26 ASTM D2241, PVC	420	LF	$ 39.00	$ 16,380.00	$ 16,380.00	$ 38.00	$ 15,960.00	$ 15,960.00	$ 34.00	$ 14,280.00	$ 14,280.00	$ 77.00	$ 32,340.00	$ 32,340.00
2	WW1	8" SDR 35 ASTM D3034, PS46, PVC	2760	LF	$ 39.00	$ 107,640.00	$ 107,640.00	$ 30.00	$ 82,800.00	$ 82,800.00	$ 32.00	$ 88,320.00	$ 88,320.00	$ 67.00	$ 184,920.00	$ 184,920.00
3	WW1	6" SDR 35 ASTM D3034, PS46, PVC	300	LF	$ 32.00	$ 9,600.00	$ 9,600.00	$ 26.00	$ 7,800.00	$ 7,800.00	$ 30.00	$ 9,000.00	$ 9,000.00	$ 64.00	$ 19,200.00	$ 19,200.00
4	WW2	48" Fiberglass Manhole & Cover (0'-5' Deep)	13	EA	$ 3,075.00	$ 39,975.00	$ 39,975.00	$ 6,200.00	$ 80,600.00	$ 80,600.00	$ 4,560.00	$ 59,280.00	$ 59,280.00	$ 3,500.00	$ 45,500.00	$ 45,500.00
5	WW3	48" Fiberglass Manhole Additional Bury Depth (> 5' Deep)	58	VF	$ 225.00	$ 13,050.00	$ 13,050.00	$ 1,200.00	$ 69,600.00	$ 69,600.00	$ 575.00	$ 33,350.00	$ 33,350.00	$ 350.00	$ 20,300.00	$ 20,300.00
6	WW4	Manhole Drop Structure (External)	4	EA	$ 975.00	$ 3,900.00	$ 3,900.00	$ 710.00	$ 2,840.00	$ 2,840.00	$ 2,900.00	$ 11,600.00	$ 11,600.00	$ 2,750.00	$ 11,000.00	$ 11,000.00
7	WW5	4" Wastewater Service Connection	2	EA	$ 575.00	$ 1,150.00	$ 1,150.00	$ 800.00	$ 1,600.00	$ 1,600.00	$ 1,025.00	$ 2,050.00	$ 2,050.00	$ 850.00	$ 1,700.00	$ 1,700.00
8	WW6	4" Wastewater Service Lateral	80	LF	$ 19.00	$ 1,520.00	$ 1,520.00	$ 32.00	$ 2,560.00	$ 2,560.00	$ 22.00	$ 1,760.00	$ 1,760.00	$ 20.00	$ 1,600.00	$ 1,600.00
9	WW7	Open Trenching of Wastewater Main (0'-10' Deep)	1850	LF	$ 19.00	$ 35,150.00	$ 35,150.00	$ 22.00	$ 40,700.00	$ 40,700.00	$ 24.00	$ 44,400.00	$ 44,400.00	$ 9.00	$ 16,650.00	$ 16,650.00
10	WW7	Open Trenching of Wastewater Main (10'-16' Deep)	1630	LF	$ 19.00	$ 30,970.00	$ 30,970.00	$ 32.00	$ 52,160.00	$ 52,160.00	$ 28.00	$ 45,640.00	$ 45,640.00	$ 19.00	$ 30,970.00	$ 30,970.00
STORM DRAIN ITEMS																
1	SD1	36" Reinforced Concrete Pipe (RCP) Gravity Storm Drain	540	LF	$ 129.50	$ 69,930.00	$ 69,930.00	$ 155.00	$ 83,700.00	$ 83,700.00	$ 170.00	$ 91,800.00	$ 91,800.00	$ 200.00	$ 108,000.00	$ 108,000.00
2	SD2	6'x6'x6' Concrete Junction Box	3	EA	$ 7,375.00	$ 22,125.00	$ 22,125.00	$ 7,800.00	$ 23,400.00	$ 23,400.00	$ 17,000.00	$ 51,000.00	$ 51,000.00	$ 11,300.00	$ 33,900.00	$ 33,900.00
3	SD3	72" Fiberglass Manhole & Cover (0'-5' Deep)	1	EA	$ 8,625.00	$ 8,625.00	$ 8,625.00	$ 9,200.00	$ 9,200.00	$ 9,200.00	$ 11,400.00	$ 11,400.00	$ 11,400.00	$ 9,300.00	$ 9,300.00	$ 9,300.00
4	SD4	72" Fiberglass Manhole Additional Bury Depth (> 5' Deep)	6	VF	$ 485.00	$ 2,910.00	$ 2,910.00	$ 1,500.00	$ 9,000.00	$ 9,000.00	$ 1,030.00	$ 6,180.00	$ 6,180.00	$ 775.00	$ 4,650.00	$ 4,650.00
5	SD3	48" Fiberglass Manhole & Cover (0'-5' Deep)	3	EA	$ 1,865.00	$ 5,595.00	$ 5,595.00	$ 7,200.00	$ 21,600.00	$ 21,600.00	$ 4,560.00	$ 13,680.00	$ 13,680.00	$ 3,200.00	$ 9,600.00	$ 9,600.00
6	SD4	48" Fiberglass Manhole Additional Bury Depth (> 5' Deep)	3	VF	$ 150.00	$ 450.00	$ 450.00	$ 1,200.00	$ 3,600.00	$ 3,600.00	$ 575.00	$ 1,725.00	$ 1,725.00	$ 350.00	$ 1,050.00	$ 1,050.00
7	SD5	Connect to Existing Storm Drain	2	EA	$ 675.00	$ 1,350.00	$ 1,350.00	$ 1,450.00	$ 2,900.00	$ 2,900.00	$ 3,000.00	$ 6,000.00	$ 6,000.00	$ 3,100.00	$ 6,200.00	$ 6,200.00
8	SD6	Open Trenching of Storm Drain	540	LF	$ 24.50	$ 13,230.00	$ 13,230.00	$ 35.00	$ 18,900.00	$ 18,900.00	$ 40.00	$ 21,600.00	$ 21,600.00	$ 18.00	$ 9,720.00	$ 9,720.00
PAVING ITEMS																
1	P1	6" Concrete Pavement Repair	120	SY	$ 34.00	$ 4,080.00	$ 4,080.00	$ 60.00	$ 7,200.00	$ 7,200.00	$ 124.00	$ 14,880.00	$ 14,880.00	$ 110.00	$ 13,200.00	$ 13,200.00
2	P2	Concrete Curb & Gutter Repair	230	LF	$ 18.00	$ 4,140.00	$ 4,140.00	$ 22.00	$ 5,060.00	$ 5,060.00	$ 44.00	$ 10,120.00	$ 10,120.00	$ 35.00	$ 8,050.00	$ 8,050.00
3	P3	Concrete Pedestrian Access Ramp Repair	25	SY	$ 68.00	$ 1,700.00	$ 1,700.00	$ 85.00	$ 2,125.00	$ 2,125.00	$ 200.00	$ 5,000.00	$ 5,000.00	$ 120.00	$ 3,000.00	$ 3,000.00
4	P4	4" Concrete Sidewalk Repair	130	SY	$ 22.50	$ 2,925.00	$ 2,925.00	$ 50.00	$ 6,500.00	$ 6,500.00	$ 86.00	$ 11,180.00	$ 11,180.00	$ 107.00	$ 13,910.00	$ 13,910.00
5	P5	2" Type D HMAC Asphalt Pavement Repair (PG70-22)	6600	SY	$ 38.00	$ 250,800.00	$ 250,800.00	$ 25.00	$ 162,500.00	$ 165,000.00	$ 20.00	$ 132,000.00	$ 132,000.00	$ 60.00	$ 396,000.00	$ 396,000.00
6	P6	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY)	1320	GAL	$ 5.00	$ 6,600.00	$ 6,600.00	$ 3.75	$ 4,950.00	$ 4,950.00	$ 3.00	$ 3,960.00	$ 3,960.00	$ 9.00	$ 11,880.00	$ 11,880.00
7	P7	Flowable Fill / 2-Sack Backfill	6720	SY	$ 76.00	$ 510,720.00	$ 510,720.00	$ 65.00	$ 436,800.00	$ 436,800.00	$ 71.00	$ 477,120.00	$ 477,120.00	$ 45.00	$ 302,400.00	$ 302,400.00
					Base Bid Total =	$ 1,897,167.00	**$ 1,897,167.00**	Base Bid Total =	$ 2,062,635.00	**$ 2,065,135.00**	Base Bid Total =	$ 2,092,028.00	**$ 2,116,028.00**	Base Bid Total =	$ 2,653,140.00	**$ 2,653,140.00**
							$0.00			$2,500.00			$24,000.00			$0.00

EXHIBIT "A"

BPU18-04 - A Street Water Main, Wastewater Main, and Storm Drain Replacement Utility Bond Project

City of Midland - Engineering Services; June 24, 2020

BID TAB					Boler Equipment Service, Inc.			Entrench, Inc.			J&H Services, Inc.			TEC Excavation, Inc.		
Bid Item	Pay Note	Description	Quantity	Units	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total
MISCELLANEOUS ITEMS																
1	M1	Mobilization	10	MO	$ 7,350.00	$ 73,500.00	$ 73,500.00	$ 1,500.00	$ 15,000.00	$ 15,000.00	$ 4,300.00	$ 43,000.00	$ 43,000.00	$ 9,500.00	$ 95,000.00	$ 95,000.00
2	M2	Bypass Pumping for Wastewater System	16	WK	$ 3,075.00	$ 49,200.00	$ 49,200.00	$ 3,500.00	$ 56,000.00	$ 56,000.00	$ 4,000.00	$ 40,000.00	$ 64,000.00	$ 5,000.00	$ 80,000.00	$ 80,000.00
3	M3	Erosion/Sediment Control	10	MO	$ 925.00	$ 9,250.00	$ 9,250.00	$ 1,000.00	$ 10,000.00	$ 10,000.00	$ 1,100.00	$ 11,000.00	$ 11,000.00	$ 1,500.00	$ 15,000.00	$ 15,000.00
4	M4	Traffic Control	10	MO	$ 3,450.00	$ 34,500.00	$ 34,500.00	$ 4,200.00	$ 42,000.00	$ 42,000.00	$ 3,850.00	$ 38,500.00	$ 38,500.00	$ 5,000.00	$ 50,000.00	$ 50,000.00
5	M5	Job Site Safety	10	MO	$ 750.00	$ 7,500.00	$ 7,500.00	$ 950.00	$ 9,500.00	$ 9,500.00	$ 1,300.00	$ 13,000.00	$ 13,000.00	$ 1,500.00	$ 15,000.00	$ 15,000.00
6	M6	Material Mark-up	N/A	%	20.00		N/A			N/A	20.00		N/A	15.00		N/A
7	M7	Labor Mark-up	N/A	%	20.00		N/A			N/A	20.00		N/A	15.00		N/A
8	M8	Equipment Rental Mark-up	N/A	%	20.00		N/A			N/A	20.00		N/A	15.00		N/A
DEMOLITION ITEMS																
1	D1	Removal & Disposal of Existing Water Mains	4000	LF	$ 8.50	$ 34,000.00	$ 34,000.00	$ 10.00	$ 40,000.00	$ 40,000.00	$ 7.30	$ 29,200.00	$ 29,200.00	$ 15.00	$ 60,000.00	$ 60,000.00
2	D1	Removal & Disposal of Existing Wastewater Mains	3460	LF	$ 8.50	$ 29,410.00	$ 29,410.00	$ 12.00	$ 41,520.00	$ 41,520.00	$ 7.30	$ 25,258.00	$ 25,258.00	$ 20.00	$ 69,200.00	$ 69,200.00
3	D1	Removal & Disposal of Existing Storm Drains	450	LF	$ 12.00	$ 5,400.00	$ 5,400.00	$ 17.00	$ 7,650.00	$ 7,650.00	$ 21.00	$ 9,450.00	$ 9,450.00	$ 32.00	$ 14,400.00	$ 14,400.00
4	D2	Flowable Fill for Existing Utility Mains Abandoned in Place	70	CY	$ 85.00	$ 5,950.00	$ 5,950.00	$ 125.00	$ 8,750.00	$ 8,750.00	$ 220.00	$ 15,400.00	$ 15,400.00	$ 120.00	$ 8,400.00	$ 8,400.00
5	D3	Removal & Disposal of Existing Manhole (0'-5' Deep)	12	EA	$ 1,000.00	$ 12,000.00	$ 12,000.00	$ 1,300.00	$ 15,600.00	$ 15,600.00	$ 1,760.00	$ 21,120.00	$ 21,120.00	$ 750.00	$ 9,000.00	$ 9,000.00
6	D4	Removal & Disposal of Existing Manhole Additional Depth (> 5'	50	VF	$ 125.00	$ 6,250.00	$ 6,250.00	$ 250.00	$ 12,500.00	$ 12,500.00	$ 350.00	$ 17,500.00	$ 17,500.00	$ 100.00	$ 5,000.00	$ 5,000.00
7	D5	Removal & Disposal of Existing Unclassified Pavement	6000	SY	$ 5.00	$ 30,000.00	$ 30,000.00	$ 10.00	$ 60,000.00	$ 60,000.00	$ 9.00	$ 54,000.00	$ 54,000.00	$ 11.00	$ 66,000.00	$ 66,000.00
8	D6	Removal & Disposal of Existing Concrete Curb & Gutter	230	LF	$ 5.00	$ 1,150.00	$ 1,150.00	$ 10.00	$ 2,300.00	$ 2,300.00	$ 15.50	$ 3,565.00	$ 3,565.00	$ 14.00	$ 3,220.00	$ 3,220.00
9	D7	Removal & Disposal of Existing Concrete Sidewalk & Ramps	130	SY	$ 20.00	$ 2,600.00	$ 2,600.00	$ 16.00	$ 2,080.00	$ 2,080.00	$ 42.00	$ 5,460.00	$ 5,460.00	$ 20.00	$ 2,600.00	$ 2,600.00
WATER ITEMS																
1	W1	16" Steel Pipe Casing (1/4" Wall Thickness)	120	LF	$ 53.50	$ 6,420.00	$ 6,420.00	$ 75.00	$ 9,000.00	$ 9,000.00	$ 110.00	$ 13,200.00	$ 13,200.00	$ 140.00	$ 16,800.00	$ 16,800.00
2	W2	10" AWWA C-900 DR 18, PVC	480	LF	$ 20.00	$ 9,600.00	$ 9,600.00	$ 27.00	$ 12,960.00	$ 12,960.00	$ 30.00	$ 14,400.00	$ 14,400.00	$ 68.00	$ 32,640.00	$ 32,640.00
3	W2	8" AWWA C-900 DR 18, PVC	4260	LF	$ 18.50	$ 78,810.00	$ 78,810.00	$ 24.00	$ 102,240.00	$ 102,240.00	$ 25.00	$ 106,500.00	$ 106,500.00	$ 63.00	$ 268,380.00	$ 268,380.00
4	W2	6" AWWA C-900 DR 18, PVC	1760	LF	$ 16.00	$ 28,160.00	$ 28,160.00	$ 20.00	$ 35,200.00	$ 35,200.00	$ 22.00	$ 38,720.00	$ 38,720.00	$ 60.00	$ 105,600.00	$ 105,600.00
5	W3	10" Gate Valve & Box (MJxMJ/FL)	2	EA	$ 1,850.00	$ 3,700.00	$ 3,700.00	$ 2,500.00	$ 5,000.00	$ 5,000.00	$ 2,650.00	$ 5,300.00	$ 5,300.00	$ 2,300.00	$ 4,600.00	$ 4,600.00
6	W3	8" Gate Valve & Box (MJxMJ/FL)	16	EA	$ 1,315.00	$ 21,040.00	$ 21,040.00	$ 1,800.00	$ 28,800.00	$ 28,800.00	$ 1,980.00	$ 31,680.00	$ 31,680.00	$ 1,400.00	$ 22,400.00	$ 22,400.00
7	W3	6" Gate Valve & Box (MJxMJ/FL)	46	EA	$ 875.00	$ 40,250.00	$ 40,250.00	$ 1,300.00	$ 59,800.00	$ 59,800.00	$ 1,430.00	$ 65,780.00	$ 65,780.00	$ 1,000.00	$ 46,000.00	$ 46,000.00
8	W4	Air Relief Valve & Box	2	EA	$ 14,795.00	$ 29,590.00	$ 29,590.00	$ 12,400.00	$ 24,800.00	$ 24,800.00	$ 15,750.00	$ 31,500.00	$ 31,500.00	$ 13,000.00	$ 26,000.00	$ 26,000.00
9	W5	Fire Hydrant Assembly	26	EA	$ 2,700.00	$ 70,200.00	$ 70,200.00	$ 4,200.00	$ 109,200.00	$ 109,200.00	$ 3,800.00	$ 98,800.00	$ 98,800.00	$ 3,800.00	$ 98,800.00	$ 98,800.00
10	W6	Ductile Iron Fittings	8	TON	$ 7,650.00	$ 61,200.00	$ 61,200.00	$ 5,900.00	$ 47,200.00	$ 47,200.00	$ 7,700.00	$ 61,600.00	$ 61,600.00	$ 8,000.00	$ 64,000.00	$ 64,000.00
11	W7	Dresser Coupling	28	EA	$ 325.00	$ 9,100.00	$ 9,100.00	$ 750.00	$ 21,000.00	$ 21,000.00	$ 850.00	$ 23,800.00	$ 23,800.00	$ 3,500.00	$ 98,000.00	$ 98,000.00
12	W8	8"x1" Tapping Saddle	16	EA	$ 72.00	$ 1,152.00	$ 1,152.00	$ 325.00	$ 5,200.00	$ 5,200.00	$ 365.00	$ 5,840.00	$ 5,840.00	$ 280.00	$ 4,480.00	$ 4,480.00
13	W9	1" Water Service Connection	16	EA	$ 205.00	$ 3,280.00	$ 3,280.00	$ 900.00	$ 14,400.00	$ 14,400.00	$ 505.00	$ 8,080.00	$ 8,080.00	$ 830.00	$ 13,280.00	$ 13,280.00
14	W10	1" Water Service Lateral	1480	LF	$ 5.50	$ 8,140.00	$ 8,140.00	$ 18.00	$ 26,640.00	$ 26,640.00	$ 12.00	$ 17,760.00	$ 17,760.00	$ 10.00	$ 14,800.00	$ 14,800.00
15	W11	Water Meter & Meter Box	16	EA	$ 175.00	$ 2,800.00	$ 2,800.00	$ 390.00	$ 6,240.00	$ 6,240.00	$ 440.00	$ 7,040.00	$ 7,040.00	$ 250.00	$ 4,000.00	$ 4,000.00
16	W12	Open Trenching of Water Main	6500	LF	$ 9.00	$ 58,500.00	$ 58,500.00	$ 12.00	$ 78,000.00	$ 78,000.00	$ 10.50	$ 68,250.00	$ 68,250.00	$ 7.00	$ 45,500.00	$ 45,500.00
WASTEWATER ITEMS																
1	WW1	8" SDR 26 ASTM D2241, PVC	420	LF	$ 39.00	$ 16,380.00	$ 16,380.00	$ 38.00	$ 15,960.00	$ 15,960.00	$ 34.00	$ 14,280.00	$ 14,280.00	$ 77.00	$ 32,340.00	$ 32,340.00
2	WW1	8" SDR 35 ASTM D3034, PS46, PVC	2760	LF	$ 39.00	$ 107,640.00	$ 107,640.00	$ 30.00	$ 82,800.00	$ 82,800.00	$ 32.00	$ 88,320.00	$ 88,320.00	$ 67.00	$ 184,920.00	$ 184,920.00
3	WW1	6" SDR 35 ASTM D3034, PS46, PVC	300	LF	$ 32.00	$ 9,600.00	$ 9,600.00	$ 26.00	$ 7,800.00	$ 7,800.00	$ 30.00	$ 9,000.00	$ 9,000.00	$ 64.00	$ 19,200.00	$ 19,200.00
4	WW2	48" Fiberglass Manhole & Cover (0'-5' Deep)	13	EA	$ 3,075.00	$ 39,975.00	$ 39,975.00	$ 6,200.00	$ 80,600.00	$ 80,600.00	$ 4,560.00	$ 59,280.00	$ 59,280.00	$ 3,500.00	$ 45,500.00	$ 45,500.00
5	WW3	48" Fiberglass Manhole Additional Bury Depth (> 5' Deep)	58	VF	$ 225.00	$ 13,050.00	$ 13,050.00	$ 1,200.00	$ 69,600.00	$ 69,600.00	$ 575.00	$ 33,350.00	$ 33,350.00	$ 350.00	$ 20,300.00	$ 20,300.00
6	WW4	Manhole Drop Structure (External)	4	EA	$ 975.00	$ 3,900.00	$ 3,900.00	$ 710.00	$ 2,840.00	$ 2,840.00	$ 2,900.00	$ 11,600.00	$ 11,600.00	$ 2,750.00	$ 11,000.00	$ 11,000.00
7	WW5	4" Wastewater Service Connection	2	EA	$ 575.00	$ 1,150.00	$ 1,150.00	$ 800.00	$ 1,600.00	$ 1,600.00	$ 1,025.00	$ 2,050.00	$ 2,050.00	$ 850.00	$ 1,700.00	$ 1,700.00
8	WW6	4" Wastewater Service Lateral	80	LF	$ 19.00	$ 1,520.00	$ 1,520.00	$ 32.00	$ 2,560.00	$ 2,560.00	$ 22.00	$ 1,760.00	$ 1,760.00	$ 20.00	$ 1,600.00	$ 1,600.00
9	WW7	Open Trenching of Wastewater Main (0'-10' Deep)	1850	LF	$ 19.00	$ 35,150.00	$ 35,150.00	$ 22.00	$ 40,700.00	$ 40,700.00	$ 24.00	$ 44,400.00	$ 44,400.00	$ 9.00	$ 16,650.00	$ 16,650.00
10	WW7	Open Trenching of Wastewater Main (10'-16' Deep)	1630	LF	$ 19.00	$ 30,970.00	$ 30,970.00	$ 32.00	$ 52,160.00	$ 52,160.00	$ 28.00	$ 45,640.00	$ 45,640.00	$ 19.00	$ 30,970.00	$ 30,970.00
STORM DRAIN ITEMS																
1	SD1	36" Reinforced Concrete Pipe (RCP) Gravity Storm Drain	540	LF	$ 129.50	$ 69,930.00	$ 69,930.00	$ 155.00	$ 83,700.00	$ 83,700.00	$ 170.00	$ 91,800.00	$ 91,800.00	$ 200.00	$ 108,000.00	$ 108,000.00
2	SD2	6'x6'x6' Concrete Junction Box	3	EA	$ 7,375.00	$ 22,125.00	$ 22,125.00	$ 7,800.00	$ 23,400.00	$ 23,400.00	$ 17,000.00	$ 51,000.00	$ 51,000.00	$ 11,300.00	$ 33,900.00	$ 33,900.00
3	SD3	72" Fiberglass Manhole & Cover (0'-5' Deep)	1	EA	$ 8,625.00	$ 8,625.00	$ 8,625.00	$ 9,200.00	$ 9,200.00	$ 9,200.00	$ 11,400.00	$ 11,400.00	$ 11,400.00	$ 9,300.00	$ 9,300.00	$ 9,300.00
4	SD4	72" Fiberglass Manhole Additional Bury Depth (> 5' Deep)	6	VF	$ 485.00	$ 2,910.00	$ 2,910.00	$ 1,500.00	$ 9,000.00	$ 9,000.00	$ 1,030.00	$ 6,180.00	$ 6,180.00	$ 775.00	$ 4,650.00	$ 4,650.00
5	SD3	48" Fiberglass Manhole & Cover (0'-5' Deep)	3	EA	$ 1,865.00	$ 5,595.00	$ 5,595.00	$ 7,200.00	$ 21,600.00	$ 21,600.00	$ 4,560.00	$ 13,680.00	$ 13,680.00	$ 3,200.00	$ 9,600.00	$ 9,600.00
6	SD4	48" Fiberglass Manhole Additional Bury Depth (> 5' Deep)	3	VF	$ 150.00	$ 450.00	$ 450.00	$ 1,200.00	$ 3,600.00	$ 3,600.00	$ 575.00	$ 1,725.00	$ 1,725.00	$ 350.00	$ 1,050.00	$ 1,050.00
7	SD5	Connect to Existing Storm Drain	2	EA	$ 675.00	$ 1,350.00	$ 1,350.00	$ 1,450.00	$ 2,900.00	$ 2,900.00	$ 3,000.00	$ 6,000.00	$ 6,000.00	$ 3,100.00	$ 6,200.00	$ 6,200.00
8	SD6	Open Trenching of Storm Drain	540	LF	$ 24.50	$ 13,230.00	$ 13,230.00	$ 35.00	$ 18,900.00	$ 18,900.00	$ 40.00	$ 21,600.00	$ 21,600.00	$ 18.00	$ 9,720.00	$ 9,720.00
PAVING ITEMS																
1	P1	6" Concrete Pavement Repair	120	SY	$ 34.00	$ 4,080.00	$ 4,080.00	$ 60.00	$ 7,200.00	$ 7,200.00	$ 124.00	$ 14,880.00	$ 14,880.00	$ 110.00	$ 13,200.00	$ 13,200.00
2	P2	Concrete Curb & Gutter Repair	230	LF	$ 18.00	$ 4,140.00	$ 4,140.00	$ 22.00	$ 5,060.00	$ 5,060.00	$ 44.00	$ 10,120.00	$ 10,120.00	$ 35.00	$ 8,050.00	$ 8,050.00
3	P3	Concrete Pedestrian Access Ramp Repair	25	SY	$ 68.00	$ 1,700.00	$ 1,700.00	$ 85.00	$ 2,125.00	$ 2,125.00	$ 200.00	$ 5,000.00	$ 5,000.00	$ 120.00	$ 3,000.00	$ 3,000.00
4	P4	4" Concrete Sidewalk Repair	130	SY	$ 22.50	$ 2,925.00	$ 2,925.00	$ 50.00	$ 6,500.00	$ 6,500.00	$ 86.00	$ 11,180.00	$ 11,180.00	$ 107.00	$ 13,910.00	$ 13,910.00
5	P5	2" Type D HMAC Asphalt Pavement Repair (PG70-22)	6600	SY	$ 38.00	$ 250,800.00	$ 250,800.00	$ 25.00	$ 162,500.00	$ 165,000.00	$ 20.00	$ 132,000.00	$ 132,000.00	$ 60.00	$ 396,000.00	$ 396,000.00
6	P6	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY)	1320	GAL	$ 5.00	$ 6,600.00	$ 6,600.00	$ 3.75	$ 4,950.00	$ 4,950.00	$ 3.00	$ 3,960.00	$ 3,960.00	$ 9.00	$ 11,880.00	$ 11,880.00
7	P7	Flowable Fill / 2-Sack Backfill	6720	SY	$ 76.00	$ 510,720.00	$ 510,720.00	$ 65.00	$ 436,800.00	$ 436,800.00	$ 71.00	$ 477,120.00	$ 477,120.00	$ 45.00	$ 302,400.00	$ 302,400.00
					Base Bid Total =	$ 1,897,167.00	**$ 1,897,167.00**	Base Bid Total =	$ 2,062,635.00	**$ 2,065,135.00**	Base Bid Total =	$ 2,092,028.00	**$ 2,116,028.00**	Base Bid Total =	$ 2,653,140.00	**$ 2,653,140.00**
							$0.00			$2,500.00			$24,000.00			$0.00

MIDLAND
Engineering Services

SPECIFICATIONS

Project Name: A-Street Utility Improvements
Project Number: BPU18-03

MAYOR

Patrick Payton

COUNCIL MEMBERS

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

CITY ENGINEER

Matt C. Carr, P.E.



Prepared by City of Midland, Texas
Engineering Services Division

May 2020

PACKET
9.193
July 14, 2020

NOTICE TO BIDDERS

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 24th day of June, 2020, and publicly opened and read aloud at that time.

The Proposed Work provides for the furnishing of materials and labor for A-Street Utility Improvements together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING will be held at 3:00 p.m. on Wednesday, June 17th, 2020 in the basement conference room of City Hall, 300 N. Loraine Street, Midland, Texas.

Bids will be received on a unit price basis.

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

"FAX" or telephone bids or modifications will not be accepted.

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

Information for bidders, proposal forms, specifications and plans are on file in the office of the Purchasing Agent, Purchasing Department of City Hall, second floor, 300 N. Loraine, Midland, Texas and may be purchased for a nonrefundable purchase price of FIFTY DOLLARS ($50.00) for each set.

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

WAIVER OF ATTORNEY FEES

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

ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH BIDDER MIGHT OTHERWISE BE ENTITLED.

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

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

WAIVER

BIDDER'S WAIVER:

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

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

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

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

4. **AWARD OF THE CONTRACT**

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

City of Midland

Amy Turner
City Secretary

Form Revised May 2020

INSTRUCTION AND INFORMATION FOR BIDDERS

1. LOCATION AND EXTENT OF WORK

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

The location and details for the construction and related work are shown upon a set of drawings dated May 21, 2020 and numbered 1 through 56 inclusive. These drawings and plans, together with the specifications, form a part of the Contract. Where figures are shown on the drawings, they shall take precedence over scaled distances and dimensions.

2. TIME AND PLACE OF RECEIVING BIDS

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

3. PREPARATION OF BID FORM

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

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

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

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

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

4. EXAMINATION OF SITE, DRAWINGS, ETC

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

5. WITHDRAWAL OF BIDS

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

6. AGREEMENT AND BONDS

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

7. INTERPRETATION OF PLANS AND DOCUMENTS

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

8. BIDDERS INTERESTED IN MORE THAN ONE BID

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

9. AWARD OF CONTRACT

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

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

10. OPENING OF BIDS

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

11. COMPARISON OF BIDS

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

12. BID GUARANTY

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

13. CONTRACT DOCUMENTS

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

14. TIME ELEMENT

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

15. PAYMENTS

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

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

Revised May 2020

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Boler Equipment Service, Inc. - No Relationship

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

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

N/A

Name of Officer

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

N/A - No Relationship

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

6-24-2020

Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CITY OF MIDLAND

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

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

(1) the lowest bidder; or

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: **Boler Equipment Service, Inc.**

Local Address (must be within the City limits): **4611 Sinclair Ave. Midland, TX 79707**

1. Is the above address the principal place of business for the business named above? ☑ Yes ☐ No
2. How many residents of the City of Midland are employed at the above business location? **18**
3. Year your business was established in the City of Midland: **1987**
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

   Reseller Permit Number: **17524445826**

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

   Boler Equipment Service, Inc.

   4611 Sinclair Ave.

   Midland, TX 79707

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

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

   ☑ Yes ☐ No

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

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

Authorized Signature: G Boler Date: 6-24-2020

Printed Name and Title: **Greg Boler - Vice President**

TECHNICAL SPECIFICATIONS

FOR: A-Street Utility Improvements

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

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

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

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

GENERAL CONDITIONS AND PROVISIONS

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. CONFLICT OF PROVISIONS

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

3. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

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

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

4. TIME ELEMENT

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

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

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

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

5. PAYMENT TO CONTRACTOR

ESTIMATED QUANTITIES:

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

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

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

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

PAYMENT; RETAINAGE:

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

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

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

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

FINAL COMPLETION AND ACCEPTANCE:

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

FINAL PAYMENT:

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

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

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

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

(b) For defective work not remedied.

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

7. CERTIFICATE OF PAYMENT

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

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

8. EXTRA, ADDITIONAL OR OMITTED WORK PAYMENT

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

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

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

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

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

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

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

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

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

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

9. ASSIGNMENT OF CONTRACT

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

10. SUBCONTRACTORS

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

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

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

11. SUSPENSION OF WORK

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

12. RIGHT OF OWNER TO TERMINATE CONTRACT

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

13. RIGHT OF CONTRACTOR TO TERMINATE CONTRACT

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

14. INCIDENTAL WORK

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

15. PERMITS – COMPLIANCE WITH LAW

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

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

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

16. INSPECTION BY OWNER

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

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

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

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

17. PATENTS

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

18. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

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

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

19. NOTICE AND SERVICE THEREOF

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

20. QUALITY OF MATERIALS AND WORKMANSHIP

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

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

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

21. SPECIAL METHODS

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

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

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

23. COVERING WORK

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

24. UNFAVORABLE WEATHER

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

25. ALL WORK SUBJECT TO FINAL INSPECTION

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

26. PUBLIC CONVENIENCE

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

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

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

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

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

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

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

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

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

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

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

27. TRAFFIC CONTROL

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

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

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

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

28. PROTECTION OF NEW WORK

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

29. MONUMENTS OR STAKES

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

30. USE OF COMPLETED PORTIONS

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

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

31. USE OF PREMISES

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

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

32. SAFETY RESTRICTIONS

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

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

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

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

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

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

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

33. INSURANCE REQUIREMENTS AND WORKERS COMPENSATION

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

34. INDEMNIFICATION

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

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

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

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

35. RELEASE

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

36. INDEPENDENT CONTRACTOR

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

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

37. QUALIFICATIONS FOR EMPLOYMENT

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

38. PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

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

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

39. POSTING WAGE RATES

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

40. PAYMENT OF EMPLOYEES

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

41. WAGE UNDERPAYMENT AND ADJUSTMENTS

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

42. COMPUTATION OF WAGES ON 8 – HOUR DAY

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

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

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

43. OVERTIME WORK AND WORK ON SUNDAYS AND LEGAL HOLIDAYS

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

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

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

44. CONTRACT SECURITY

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

45. DELAYS

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

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

LATE COMPLETION; LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

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

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

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

46. ERRORS AND OMISSIONS

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

47. SPECIFICATIONS AND DRAWINGS

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

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

48. CONSTRUCTION STAKING

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

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

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

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

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

49. SANITATION

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

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

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

50. WATER FOR CONSTRUCTION

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

51. SEQUENCE AND SPEED OF WORK

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

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

52. INSPECTION AND TESTING OF MATERIAL

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

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

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

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

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

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

53. CONSTRUCTION SCHEDULE

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

54. PROFILES AND ELEVATIONS

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

55. CLEANUP

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

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

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

56. GUARANTEE

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

57. WAIVER OF ATTORNEY FEES:

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

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

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

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

58. GOVERNING LAW AND VENUE

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

59. SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

60. NO THIRD – PARTY BENEFICIARY

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

61. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

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

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

62. ASSIGNMENT

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

63. FEDERAL WAGE REQUIREMENTS

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

64. PROMPT PAY ACT

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

Updated September 2014

SPECIAL PROVISIONS

1. SCOPE OF WORK:

Included in this Project will be A-Street Utility Improvements to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work.

The project will include the removal, relocation, and installation of existing and proposed water, wastewater, and storm drain infrastructure and appurtenances including all necessary mobilization, saw-cutting, pavement removal, excavation, embedment, backfill, pavement repair, curb repair, sidewalk repair, ramp repair, concrete joint sealing, erosion control, traffic control, seeding and vegetation, watering, coordination with City of Midland staff and organizations such as OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

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

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

2. ORDER OF PRECEDENCE:

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

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

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

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

3. EXAMINATION OF SITE:

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

4. PAYMENT:

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

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

5. SAFETY REQUIREMENTS:

It is the responsibility of the Contractor to follow and comply at all times with Occupational Safety and Health Administration (OSHA) and all other applicable safety regulations and requirements throughout the course of the project's work.

6. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

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

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

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

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

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

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

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

7. TRAFFIC CONTROL:

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

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

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

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

8. DETOURS:

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

9. PROPERTY AND RIGHT-OF-WAY ACCESS:

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

10. CONSTRUCTION SCHEDULE:

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

11. CONSTRUCTION STAKING:

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

12. SURVEY:

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

13. CONSTRUCTION MATERIALS:

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

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

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

14. EROSION CONTROL:

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

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

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

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

15. WASTE MATERIAL:

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

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

Existing fire hydrants indicated for removal as part of the project are to be returned to the City of Midland by the Contractor and remain City property. This is ancillary to the project and will not be paid as a separate item.

16. TESTING

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

Required testing includes:

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

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

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

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

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

Wastewater Gravity Pipes/Manholes – Perform air testing, mandrel testing, hydrostatic testing, and closed circuit televising (CCTV) for all wastewater mains and manholes.

- Air Test – Perform test as described in the City of Midland Gravity Flow Pipe Sewers And Fittings For Wastewater And Storm Water, Part 3.14, Testing Gravity Mains And Manholes.

- Mandrel Test – A successful mandrel pull is required for all wastewater pipes installed.

- Hydrostatic Testing – Perform test as described in the City of Midland Gravity Flow Pipe Sewers And Fittings For Wastewater And Stormwater Specifications, Part 3.14, Hydrostatic Testing.

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

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

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

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

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

17. COMPLIANCE:

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

18. PERSONNEL:

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

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

19. INTENT OF THE PROPOSAL:

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

20. CONTRACT DEADLINE:

The deadline for substantial completion of this project is _300_ calendar days total starting from the Notice to Proceed date.

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

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

21. WARRANTY PERIOD:

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

22. BID PACKET COMPLETION ITEMS OF NOTE

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

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

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

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

PROPOSAL

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

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

Project Name: A-Street Utility Improvements

Project Number: BPU18-03

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	10 MO	Mobilization, furnished, installed, complete and in place, for the sum of: **Seven Thousand Three Hundred Fifty** dollars and **no** cents per month. (Pay Note M1)	$ **7,350.00**	$ **73,500.00**
2)	16 WK	Bypass Pumping for Wastewater System, furnished, installed, complete and in place, for the sum of: **Three Thousand Seventy-Five** dollars and **no** cents per week. (Pay Note M2)	$ **3,075.00**	$ **49,200.00**
3)	10 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: **Nine Hundred Twenty-Five** dollars and **no** cents per month. (Pay Note M3)	$ **925.00**	$ **9,250.00**
4)	10 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: **Three Thousand Four Hundred Fifty** dollars and **no** cents per month. (Pay Note M4)	$ **3,450.00**	$ **34,500.00**
5)	10 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: **Seven Hundred Fifty** dollars and **no** cents per month. (Pay Note M5)	$ **750.00**	$ **7,500.00**

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
6)	N/A	Material Mark-up, complete and in place, for the sum of: Twenty percent. (Pay Note M6)	% 20	$ N/A
7)	N/A	Labor Mark-up (regular work hours), complete and in place, for the sum of: Twenty percent. (Pay Note M7)	% 20	$ N/A
8)	N/A	Equipment Rental Mark-up (non-standard equipment only), complete and in place, for the sum of: Twenty percent. (Pay Note M8)	% 20	$ N/A
Total Miscellaneous Items 1-8		$ 173,950.00		

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	4,000 LF	Removal & Disposal of Existing Water Mains, complete and in place, for the sum of: Eight dollars and Fifty cents per linear foot. (Pay Note D1)	$ 8.50	$ 34,000.00
2)	3,460 LF	Removal & Disposal of Existing Wastewater Mains, complete and in place, for the sum of: Eight dollars and Fifty cents per linear foot. (Pay Note D1)	$ 8.50	$ 29,410.00
3)	450 LF	Removal & Disposal of Existing Storm Drains, complete and in place, for the sum of: Twelve dollars and no cents per linear foot. (Pay Note D1)	$ 12.00	$ 5,400.00
4)	70 CY	Flowable Fill for Existing Utility Mains Abandoned In Place, furnished, installed, complete and in place, for the sum of: Eighty-Five dollars and no cents per cubic yard. (Pay Note D2)	$ 85.00	$ 5,950.00
5)	12 EA	Removal & Disposal of Existing Manhole, (0'-5' Deep), complete and in place, for the sum of: One Thousand dollars and no cents per each. (Pay Note D3)	$ 1,000.00	$ 12,000.00
6)	50 VF	Remove & Disposal of Existing Manhole Additional Depth, (> 5' Deep), complete and in place, for the sum of: One Hundred Twenty-Five dollars and no cents per vertical foot. (Pay Note D4)	$ 125.00	$ 6,250.00
7)	6,000 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: Five dollars and no cents per square yard. (Pay Note D5)	$ 5.00	$ 30,000.00

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	230 LF	Removal & Dispose of Existing Concrete Curb & Gutter, complete and in place, for the sum of: Five dollars and no cents per linear foot. (Pay Note D6)	$ 5.00	$ 1,150.00
9)	130 SY	Removal & Disposal of Existing Concrete Sidewalk & Ramps, complete and in place, for the sum of: Twenty dollars and no cents per square yard. (Pay Note D7)	$ 20.00	$ 2,600.00
Total Demolition Items 1-9		$ 126,760.00		

Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	120 LF	16" Steel Pipe Casing (¼" Wall Thickness), furnished, installed, complete and in place, for the sum of: Fifty-Three dollars and Fifty cents per linear foot. (Pay Note W1)	$ 53.50	$ 6,420.00
2)	480 LF	10" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: Twenty dollars and no cents per linear foot. (Pay Note W2)	$ 20.00	$ 9,600.00
3)	4,260 LF	8" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: Eighteen dollars and Fifty cents per linear foot. (Pay Note W2)	$ 18.50	$ 78,810.00
4)	1,760 LF	6" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: Sixteen dollars and no cents per linear foot. (Pay Note W2)	$ 16.00	$ 28,160.00
5)	2 EA	10" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: One Thousand Eight Hundred Fifty dollars and no cents per each. (Pay Note W3)	$ 1,850.00	$ 3,700.00
6)	16 EA	8" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: One Thousand Three Hundred Fifteen dollars and no cents per each. (Pay Note W3)	$ 1,315.00	$ 21,040.00
7)	46 EA	6" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: Eight Hundred Seventy-Five dollars and no cents per each. (Pay Note W3)	$ 875.00	$ 40,250.00
8)	2 EA	Air Relief Valve & Box, furnished, installed, complete and in place, for the sum of: Fourteen Thousand Seven Hundred Ninety-Five dollars and no cents per each. (Pay Note W4)	$ 14,795.00	$ 29,590.00

Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
9)	26 EA	Fire Hydrant Assembly, furnished, installed, complete and in place, for the sum of: **Two Thousand Seven Hundred** dollars and **no** cents per each. (Pay Note W5)	$ **2,700.00**	$ **70,200.00**
10)	8.0 TON	Ductile Iron Fittings, furnished, installed, complete and in place, for the sum of: **Seven Thousand Six Hundred Fifty** dollars and **no** cents per ton. (Pay Note W6)	$ **7,650.00**	$ **61,200.00**
11)	28 EA	Dresser Coupling, furnished, installed, complete and in place, for the sum of: **Three Hundred Twenty-Five** dollars and **no** cents per each. (Pay Note W7)	$ **325.00**	$ **9,100.00**
12)	16 EA	8"x1" Tapping Saddle for water service connection, furnished, installed, complete and in place, for the sum of: **Seventy-Two** dollars and **no** cents per each. (Pay Note W8)	$ **72.00**	$ **1,152.00**
13)	16 EA	1" Water Service Connection, furnished, installed, complete and in place, for the sum of: **Two Hundred Five** dollars and **no** cents per each. (Pay Note W9)	$ **205.00**	$ **3,280.00**
14)	1,480 LF	1" Water Service Lateral, furnished, installed, complete and in place, for the sum of: **Five** dollars and **Fifty** cents per linear foot. (Pay Note W10)	$ **5.50**	$ **8,140.00**
15)	16 EA	Water Meter & Meter Box, furnished, installed, complete and in place, for the sum of: **One Hundred Seventy-Five** dollars and **no** cents per each. (Pay Note W11)	$ **175.00**	$ **2,800.00**

Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
16)	6,500 LF	Open Trenching of Water Main, furnished, installed, complete and in place, for the sum of: Nine dollars and no cents per linear foot. (Pay Note W12)	$ 9.00	$ 58,500.00
Total Water Items 1-16		$ 431,942.00		

Wastewater Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	420 LF	8" SDR 26 ASTM D2241, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: **Thirty-Nine** dollars and **no** cents per linear foot. (Pay Note WW1)	$ **39.00**	$ **16,380.00**
2)	2,760 LF	8" SDR 35 ASTM D3034, PS46, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: **Thirty-Nine** dollars and **no** cents per linear foot. (Pay Note WW1)	$ **39.00**	$ **107,640.00**
3)	300 LF	6" SDR 35 ASTM D3034, PS46, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: **Thirty-Two** dollars and **no** cents per linear foot. (Pay Note WW1)	$ **32.00**	$ **9,600.00**
4)	13 EA	48" Fiberglass Manhole & Cover, (0'-5' Deep), furnished, installed, complete and in place, for the sum of: **Three Thousand Seventy-Five** dollars and **no** cents per each. (Pay Note WW2)	$ **3,075.00**	$ **39,975.00**
5)	58 VF	48" Fiberglass Manhole Additional Bury Depth, (> 5' Deep), furnished, installed, complete and in place, for the sum of: **Two Hundred Twenty-Five** dollars and **no** cents per vertical foot. (Pay Note WW3)	$ **225.00**	$ **13,050.00**
6)	4 EA	Manhole Drop Structure (External), furnished, installed, complete and in place, for the sum of: **Nine Hundred Seventy-Five** dollars and **no** cents per each. (Pay Note WW4)	$ **975.00**	$ **3,900.00**
7)	2 EA	4" Wastewater Service Connection, furnished, installed, complete and in place, for the sum of: **Five Hundred Seventy-Five** dollars and **no** cents per each. (Pay Note WW5)	$ **575.00**	$ **1,150.00**

Wastewater Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	80 LF	4" Wastewater Service Lateral, furnished, installed, complete and in place, for the sum of: **Nineteen** dollars and **no** cents per linear foot. (Pay Note WW6)	$ **19.00**	$ **1,520.00**
9)	1,850 LF	Open Trenching of Wastewater Main (0'-10' Deep), furnished, installed, complete and in place, for the sum of: **Nineteen** dollars and **no** cents per linear foot. (Pay Note WW7)	$ **19.00**	$ **35,150.00**
10)	1,630 LF	Open Trenching of Wastewater Main (10'-16' Deep), furnished, installed, complete and in place, for the sum of: **Nineteen** dollars and **no** cents per linear foot. (Pay Note WW7)	$ **19.00**	$ **30,970.00**
Total Wastewater Items 1-10		$ **259,335.00**		

Storm Drain Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	540 LF	36" Reinforced Concrete Pipe (RCP) Gravity Storm Drain, furnished, installed, complete and in place, for the sum of: **One Hundred Twenty-Nine** dollars and **Fifty** cents per linear foot. (Pay Note SD1)	$ **129.50**	$ **69,930.00**
2)	3 EA	6'x6'x6' Concrete Junction Box, furnished, installed, complete and in place, for the sum of: **Seven Thousand Three Hundred Seventy-Five** dollars and **no** cents per each. (Pay Note SD2)	$ **7,375.00**	$ **22,125.00**
3)	1 EA	72" Fiberglass Manhole & Cover, (0'-5' Deep), furnished, installed, complete and in place, for the sum of: **Eight Thousand Six Hundred Twenty-Five** dollars and **no** cents per each. (Pay Note SD3)	$ **8,625.00**	$ **8,625.00**
4)	6 VF	72" Fiberglass Manhole Additional Bury Depth, (> 5' Deep), furnished, installed, complete and in place, for the sum of: **Four Hundred Eighty-Five** dollars and **no** cents per vertical foot. (Pay Note SD4)	$ **485.00**	$ **2,910.00**
5)	3 EA	48" Fiberglass Manhole & Cover, (0'-5' Deep), furnished, installed, complete and in place, for the sum of: **One Thousand Eight Hundred Sixty-Five** dollars and **no** cents per each. (Pay Note SD3)	$ **1,865.00**	$ **5,595.00**
6)	3 VF	48" Fiberglass Manhole Additional Bury Depth, (> 5' Deep), furnished, installed, complete and in place, for the sum of: **One Hundred Fifty** dollars and **no** cents per vertical foot. (Pay Note SD4)	$ **150.00**	$ **450.00**
7)	2 EA	Connect to Existing Storm Drain, furnished, installed, complete and in place, for the sum of: **Six Hundred Seventy-Five** dollars and **no** cents per each. (Pay Note SD5)	$ **675.00**	$ **1,350.00**

Storm Drain Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	540 LF	Open Trenching of Storm Drain, furnished, installed, complete and in place, for the sum of: **Twenty-Four** dollars and **Fifty** cents per linear foot. (Pay Note SD6)	$ **24.50**	$ **13,230.00**
Total Storm Drain Items 1-8		$ **124,215.00**		

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	120 SY	6" Concrete Pavement Repair, furnished, installed, complete and in place, for the sum of: **Thirty-Four** dollars and **no** cents per square yard. (Pay Note P1)	$ **34.00**	$ **4,080.00**
2)	230 LF	Concrete Curb & Gutter Repair, furnished, installed, complete and in place, for the sum of: **Eighteen** dollars and **no** cents per linear foot. (Pay Note P2)	$ **18.00**	$ **4,140.00**
3)	25 SY	Concrete Pedestrian Access Ramp Repair, furnished, installed, complete and in place, for the sum of: **Sixty-Eight** dollars and **no** cents per square yard. (Pay Note P3)	$ **68.00**	$ **1,700.00**
4)	130 SY	4" Concrete Sidewalk Repair, furnished, installed, complete and in place, for the sum of: **Twenty-Two** dollars and **Fifty** cents per square yard. (Pay Note P4)	$ **22.50**	$ **2,925.00**
5)	6,600 SY	2" Type D HMAC Asphalt Pavement Repair (PG70-22), furnished, installed, complete and in place, for the sum of: **Thirty-Eight** dollars and **no** cents per square yard. (Pay Note P5)	$ **38.00**	$ **250,800.00**
6)	1,320 GAL	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: **Five** dollars and **no** cents per gallon. (Pay Note P6)	$ **5.00**	$ **6,600.00**
7)	6,720 SY	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place, for the sum of: **Seventy-Six** dollars and **no** cents per square yard. (Pay Note P7)	$ **76.00**	$ **510,720.00**
Total Paving Items 1-7		$ **780,965.00**		

Bid Price For:	
1. Miscellaneous Items	$ 173,950.00
2. Demolition Items	$ 126,760.00
3. Water Items	$ 431,942.00
4. Wastewater Items	$ 259,335.00
5. Storm Drain Items	$ 124,215.00
6. Paving Items	$ 780,965.00
Total Price	$ 1,897,167.00

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

One Million Eight Hundred Ninety-Seven Thousand One Hundred Sixty-Seven dollars

and **no** cents total.

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

Bidder agrees to substantially complete all work within 300 calendar days after receipt of notice to proceed.

PUBLIC INFORMATION

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

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

Ninety-Four Thousand Eight Hundred Fifty-Eight (or 5% of Greatest Bid Total) dollars

and **Thirty-Five** cents total. ($ **94,858.35**)

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

Name of Contractor **Boler Equipment Service Inc.**

Submitted By	**Greg Boler - Vice President** Print Name and Title

4611 Sinclair Ave.
Mailing Address

Midland	**Texas**	**79707**
City	State	Zip

PAY NOTES

A-Street Utility Improvements

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Bypass Pumping for Wastewater System	M2
3	Erosion/Sediment Control	M3
4	Traffic Control	M4
5	Job Site Safety	M5
6	Material Mark-up	M6
7	Labor Mark-up	M7
8	Equipment Rental Mark-up	M8
Demolition Items		
1	Removal & Disposal of Existing Water Mains	D1
2	Removal & Disposal of Existing Wastewater Mains	D1
3	Removal & Disposal of Existing Storm Drains	D1
4	Flowable Fill for Existing Utility Mains Abandoned in Place	D2
5	Removal & Disposal of Existing Manhole (0'-5' Deep)	D3
6	Removal & Disposal of Existing Manhole Additional Depth (> 5' Deep)	D4
7	Removal & Disposal of Existing Unclassified Pavement	D5
8	Removal & Disposal of Existing Concrete Curb & Gutter	D6
9	Removal & Disposal of Existing Concrete Sidewalk & Ramps	D7
Water Items		
1	16" Steel Pipe Casing (1/4" Wall Thickness)	W1
2	10" AWWA C-900 DR 18, PVC	W2
3	8" AWWA C-900 DR 18, PVC	W2
4	6" AWWA C-900 DR 18, PVC	W2
5	10" Gate Valve & Box (MJxMJ/FL)	W3
6	8" Gate Valve & Box (MJxMJ/FL)	W3
7	6" Gate Valve & Box (MJxMJ/FL)	W3
8	Air Relief Valve & Box	W4
9	Fire Hydrant Assembly	W5
10	Ductile Iron Fittings	W6
11	Dresser Coupling	W7
12	8"x1" Tapping Saddle	W8
13	1" Water Service Connection	W9
14	1" Water Service Lateral	W10
15	Water Meter & Meter Box	W11
16	Open Trenching of Water Main	W12
Wastewater Items		
1	8" SDR 26 ASTM D2241, PVC	WW1
2	8" SDR 35 ASTM D3034, PS46, PVC	WW1
3	6" SDR 35 ASTM D3034, PS46, PVC	WW1
4	48" Fiberglass Manhole & Cover (0'-5' Deep)	WW2
5	48" Fiberglass Manhole Additional Bury Depth (> 5' Deep)	WW3
6	Manhole Drop Structure (External)	WW4
7	4" Wastewater Service Connection	WW5
8	4" Wastewater Service Lateral	WW6
9	Open Trenching of Wastewater Main (0'-10' Deep)	WW7
10	Open Trenching of Wastewater Main (10'-16' Deep)	WW7

Storm Drain Items

1	36" Reinforced Concrete Pipe (RCP) Gravity Storm Drain	SD1
2	6'x6'x6' Concrete Junction Box	SD2
3	72" Fiberglass Manhole & Cover (0'-5' Deep)	SD3
4	72" Fiberglass Manhole Additional Bury Depth (> 5' Deep)	SD4
5	48" Fiberglass Manhole & Cover (0'-5' Deep)	SD3
6	48" Fiberglass Manhole Additional Bury Depth (> 5' Deep)	SD4
7	Connect to Existing Storm Drain	SD5
8	Open Trenching of Storm Drain	SD6

Paving Items

1	6" Concrete Pavement Repair	P1
2	Concrete Curb & Gutter Repair	P2
3	Concrete Pedestrian Access Ramp Repair	P3
4	4" Concrete Sidewalk Repair	P4
5	2" Type D HMAC Asphalt Pavement Repair (PG70-22)	P5
6	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY)	P6
7	Flowable Fill / 2-Sack Backfill	P7

PAY QUANTITY NOTES

M1 Includes the necessary equipment, labor, materials, and incidentals for all Mobilization to the job site complete and in place. Measurement and payment to be made per month.

M2 Includes the necessary equipment, labor, materials, and incidentals for Bypass Pumping for Wastewater System per the construction drawings and City of Midland standards and specifications, including all necessary appurtenances. Measurement and payment to be made per each week.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per month.

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

M5 Includes the necessary equipment, labor, materials, and incidentals to implement the Traffic Control per the approved Traffic Control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per each month.

M6 Includes the Material Mark-up for materials and material sizes (pipe, valve, manhole, etc.) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the material in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the material cost from the supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any material. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M7 Includes the Labor Mark-up for labor required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of labor in question plus the set percent increase established by this bid item. The Contractor must provide a typical hourly pay rate for work crews prior to the percent increase along with the number of workers on the crew and the number of hours worked by the crew for the project in question to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any material. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M8 Includes the Equipment Rental Mark-up (non-standard equipment only) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the equipment rental in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the rented equipment from the equipment supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any rented equipment. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

D1 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Utility Mains per the construction drawings and City of Midland standards and specifications, including the removal and disposal of all pipes, fittings, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, manholes, fittings, junctions, structures, and appurtenances.

D2 Includes the necessary equipment, labor, materials, and incidentals for the placement of Flowable Fill for Existing Utility Mains Abandoned In Place (Portland Cement 2-Sack = 188 LBS/CY) per the construction drawings and City of Midland standards and specifications, including plugging or caping the pipe to be abandoned, and appurtenances. Measurement and payment to be made per cubic yard volume of flowable fill placed in pipe abandoned in place.

D3 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Manholes per the construction drawings and City of Midland standards and specifications, including the removal and disposal of all drop structures, other structures, base, and appurtenances. Measurement and payment to be made per each manhole removed.

D4 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Manholes at depths exceeding 5' per the construction drawings and City of Midland standards and specifications, including the removal and disposal of all drop structures, other structures, and appurtenances. Measurement and payment to be per vertical foot of existing manhole removed below a depth of 5' measured from the lowest invert at the manhole flowline and rounded up to the nearest 0.5'.

D5 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Pavement per the construction drawings and City of Midland standards and specifications including all saw-cutting and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Measurement and payment to be made per square yard.

D6 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot.

D7 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Sidewalk & Ramps per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per each square yard.

W1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Pipe Casings per the construction drawings and City of Midland standards and specifications, including all spacers, grout, embedment, detector wire, tracer tape, and appurtenances. Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

W2 Includes the necessary equipment, labor, materials, and incidentals for the installation of Water Mains per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

W3 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Gate Valve & Box per the construction drawings and City of Midland standards and specifications, including all embedment, valve box, joint restraint, thrust blocking, concrete collar, and appurtenances. Measurement and payment to be made per each valve and box installed. Includes valves associated with tapping sleeves.

W4 Includes the necessary equipment, labor, materials, and incidentals for the installation of an Air Relief Valve & Box per the construction drawings and City of Midland standards and specifications, including all embedment, valve box, joint restraint, thrust blocking, concrete collar, and appurtenances. Measurement and payment to be made per each air relief valve and box installed.

W5 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Fire Hydrant Assembly per the construction drawings and City of Midland standards and specifications, including all risers, embedment, gravel sump, thrust blocking, necessary testing, and appurtenances. Measurement and payment to be made per each fire hydrant assembly installed.

W6 Includes the necessary equipment, labor, materials, and incidentals for the installation of Ductile Iron Fittings per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, joint restraints, and appurtenances. All fittings are to be C153 ductile iron compact fittings. Fitting weights are established from Tyler Union Quality Waterworks Products Catalog PC-U2014, December, 2014 and payment will be made at the standard compact weight. Nuts, bolds, glands, and other associated accessories are not included as part of the fitting weight and are considered subsidiary to the weight of the fitting. Any additional required fittings not shown on the drawings will be paid for at weights established in the Tyler Union Waterworks Catalog.

W7 Includes the necessary equipment, labor, materials, and incidentals for the installation of an Dresser Coupling per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, and appurtenances. Measurement and payment to be made per each dresser coupling installed.

W8 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Tapping Saddle for a water service connection per the construction drawings and City of Midland standards and specifications, including all embedment, thrust blocking, and appurtenances. Measurement and payment to be per each tapping saddle installed.

W9 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Water Service Connection per the construction drawings and City of Midland standards and specifications, including all brass goods from the corporation stop to the brass angle valve (inclusive), and all appurtenances. Measurement and payment to be made per each water service connection installed.

W10 Includes the necessary equipment, labor, materials, and incidentals for the installation of Water Service Lateral pipe per the construction drawings and City of Midland standards and specifications, including all excavation, embedment, backfill, polyethylene service line, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, and appurtenances.

W11 Includes the necessary equipment, labor, materials, and incidentals to set a new Water Meter and Meter Box as part of a new water service lateral installation per the construction drawings and City of MIdland standards and specifications including all appurtenances. The new water meter will be provided by the City of Midland. Measurement and payment to be per each water meter and meter box set.

W12 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching of Water Main per the construction drawings and City of Midland standards and specifications, including all unclassified excavation, backfill not including flowable fill backfill, providing trench safety and protection for workers to install pipe, structures, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures, fittings, and appurtenances.

WW1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Wastewater Mains per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures and appurtenances.

WW2 Includes the necessary equipment, labor, materials, and incidentals for the installation of Fiberglass Manhole & Cover to a depth of 5' per the construction drawings and City of Midland standards and specifications, to the depth shown on the construction drawings and including all embedment, base, necessary testing, concrete collars, and appurtenances. Measurement and payment to be made per each manhole installed.

WW3 Includes the necessary equipment, labor, materials, and incidentals for the installation of Fiberglass Manhole Additional Bury Depth (> 5' pipe invert bury depth) per the construction drawings and City of Midland standards and specifications, including all embedment and appurtenances. Measurement and payment to be made per vertical foot measured from the lowest flowlline invert at the manhole to 5' below the rim elevation.

WW4 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Manhole Drop Structure (External) per the construction drawings and City of Midland standards and specifications, including all necessary coring, repairs, and appurtenances for a vertical adjustment of up to 5'. Additional pipe required for a vertical adjustment of more than 5' will be addressed by bid items covered by Pay Note WW1 except that measurement will be per vertical foot rather than per linear foot. Measurement and payment of drop structures to be made per each drop structure installed.

WW5 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Wastewater Service Connection to a wastewater main or manhole per the construction drawings and City of Midland standards and specifications, including all necesary coring, repairs, and appurtenances. Measurement and payment to be made per each wastewater service connection installed.

WW6 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Wastewater Service Lateral per the construction drawings and City of Midland standards and specifications, including all necesary coring, repairs, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures and appurtenances.

WW7 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching of Wastewater Main per the construction drawings and City of Midland standards and specifications, including all unclassified excavation, backfill not including flowable fill backfill, providing trench safety and protection for workers to install pipe, structures, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures, fittings, and appurtenances.

SD1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Storm Drains per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures and appurtenances.

SD2 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Concrete Junction Box per the consturction drawings and City of Midalnd standards and specifications, including all embedment, base, securing of junction box to fiberglass manhole riser, necessary testing, and appurtenances. Measurement and payment to be made per each junction box installed.

SD3 Includes the necessary equipment, labor, materials, and incidentals for the installation of Fiberglass Manhole & Cover to a depth of 5' per the construction drawings and City of Midland standards and specifications, to the depth shown on the construction drawings and including all embedment, base, necessary testing, concrete collars, and appurtenances. Measurement and payment to be made per each manhole installed.

SD4 Includes the necessary equipment, labor, materials, and incidentals for the installation of Fiberglass Manhole Additional Bury Depth (> 5' pipe invert bury depth) per the construction drawings and City of Midland standards and specifications, including all embedment and appurtenances. Measurement and payment to be made per vertical foot measured from the lowest flowlline invert at the manhole to 5' below the rim elevation.

SD5 Includes the necessary equipment, labor, materials, and incidentals to Connect to Existing Storm Drain per the construction drawings and City of Midland standards and specifications, including all necessary coring, grouting, sealing, repairs, and appurtenances. Measurement and payment to be made per each connection made.

SD6 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching of Storm Drain per the construction drawings and City of Midland standards and specifications, including all unclassified excavation, backfill not including flowable fill backfill, providing trench safety and protection for workers to install pipe, structures, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures, fittings, and appurtenances.

P1 Includes the necessary equipment, labor, materials, and incidentals for Concrete Pavement Repair per the construction drawings and City of Midland standards and specifications, including all forming, placement, jointing, fiber or rebar reinforcement, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P2 Includes the necessary equipment, labor, materials, and incidentals for Concrete Curb & Gutter Repair per the construction drawings and City of Midland standards and specifications including all forming, placement, jointing, fiber reinforcement, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P3 Includes the necessary equipment, labor, materials, and incidentals for Concrete Pedestrian Access Ramp Repair per the construction drawings and City of Midland standards and specifications, including all forming, placement, jointing, fiber reinforcement, finishing, and appurtenances. Measurement and payment to be made per square yard.

P4 Includes the necessary equipment, labor, materials, and incidentals for Concrete Sidewalk Repair per the construction drawings and City of Midland standards and specifications, including all forming, placement, jointing, fiber reinforcement, finishing, and appurtenances. Measurement and payment to be made per square yard.

P5 Includes the necessary equipment, labor, materials, and incidentals for the installation of Type "D" HMAC Asphalt Pavement Repair (110 LBS / SY at 1" thick, PG 70-22) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P6 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, or AEP, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per gallon of material applied at the designated rate.

P7 Includes the necessary equipment, labor, materials, and incidentals for installation of Flowable Fill / 2-Sack Backfill (Portland Cement 2 Sack = 188 LBS/CY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be per square yard measured along the ground surface.

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO RCB0021032

KNOW ALL MEN BY THESE PRESENTS, THAT Boler Equipment Service, Inc. (Hereinafter called the Principal), as Principal, and RLI Insurance Company (Hereinafter called the Surety, as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of Five Percent of the Greatest Amount Bid Dollars ($ 5% GAB) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written contract for the construction of A-Street Utility Improvements.

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

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

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

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this 24th day of June, 2020

Principal

By Greg Boler

Address 4611 Sinclair Avenue

Midland, TX 79707

Surety

By Jessica Ervin-Battles, Attorney In Fact

Address 3100 N. A St. Bldg. D

Midland, TX 79705

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

Form Revised May 2020

BidB 2


RLI INSURANCE COMPANY
CORPORATE
SEAL
ILLINOIS

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Deborah Ervin, Beverly Richardson, Jessica Ervin-Battles, jointly or severally

in the City of Midland, State of Texas its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 19th day of December, 2019.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B.W.D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 19th day of December, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L Johnigk
Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 24th day of June, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/24/2020

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

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

PRODUCER ERVIN INSURANCE AGENCY 3100 North A Street Bldg D Midland, TX 79705	CONTACT NAME: Jessica Ervin-Battles PHONE (A/C, No, Ext): (432) 682-3717 FAX (A/C, No): (432) 682-3002 E-MAIL ADDRESS: jessica@ervinins.com
INSURED Boler Equipment Service PO Box 80428 Midland, TX 79708 TX 79708	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Mid-Continent Casualty 23418 INSURER B : Liberty Mutual Insurance Company 23043 INSURER C : Texas Mutual Insurance Company 22945 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	04GL1022268	7/13/2019	7/13/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 0 $ 1,000,000 $ 5,000,000 $ 5,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	BAS60891370	3/2/2020	3/2/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			04XS210769	7/13/2019	7/13/2020	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	0001118970	7/13/2019	7/13/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Inland Marine-Rented Equipment			04CIM8040	7/13/2019	7/13/2020		$200,000

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

Install New Gas Pumps, Tanks, Piping and Canopies. Installation of Underground Utilities. The City of Midland is listed as an Additional Insured, on a claims occurred basis, on all policies listed above. The Insured and Insuror hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance captioned above.

CERTIFICATE HOLDER

City of Midland
PO Box 1152
Midland, TX 79702
432-686-1609(F)

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



July 14, 2020

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CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 15th day of July, 20 20, by and between the City of Midland of the County of Midland and State of Texas, acting through its Mayor thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Boler Equipment Services, Inc. of the City Midland, County of Midland, State of Texas, Party of the Second Part, herein-after termed CONTRACTOR.

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

together with appurtenances and incidentals.

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

The CONTRACTOR hereby agrees to commence work within fifteen (15) calendar days after the written notice to do so and to substantially complete the same within 300 calendar days after receipt of notice to proceed, subject to such extensions of time as are provided by the General and Special Conditions.

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

The SUM TOTAL of this Contract shall be: $1,897,167.00.

INSURANCE

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

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

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

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

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

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

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

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

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

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

WAIVER OF ATTORNEY FEES

WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE CONTRACTOR SPECIFICALLY AGREES THAT IF THE CONTRACTOR BRINGS OR COMMENCES

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

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

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

SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

GOVERNING LAW AND VENUE

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

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

VERIFICATION

To the extent that Tex. Gov't Code section 2270.002 applies to this Contract, Contractor hereby verifies that Contractor does not boycott Israel and will not boycott Israel during the term of this Contract. If Tex. Gov't Code section 2270.002 does not apply to this Contract, such verification is not required, and Contractor shall be deemed to have not made such verification.

RECORDS RETENTION AND PRODUCTION OF INFORMATION

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

PUBLIC INFORMATION

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

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

Parties of the First Part (Owner)

By: _____
Patrick Payton, Mayor

ATTEST:

_____
Amy Turner, City Secretary

APPROVED ONLY AS TO FORM:

By: _____
John Ohnemiller, City Attorney

By: _____
Party of the Second Part (CONTRACTOR)

By: _____
Title

THE STATE OF _____ §

COUNTY OF _____ §

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

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

_____
Notary Public

Form Revised May 2020

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 A-Street Utility Improvements , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

CERTIFICATE OF PAYMENT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

A-Street Utility Improvements

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

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

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

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

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

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

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

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Name of Company

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

_____
Notary Public, State of Texas

_____
Typed or printed name

_____
My Commission expires:

Form Revised May 2020

City of Midland Specifications

PREPARATION OF RIGHT OF WAY

1. GENERAL

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

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

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

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

2. CONSTRUCTION METHODS

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

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

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

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

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

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE

1. GENERAL

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

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

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

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

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

2. CONSTRUCTION METHODS

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

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

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

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

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

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

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

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

08/07

CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS,

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP

1. GENERAL

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

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

2. MATERIALS

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

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

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

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

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

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

3. CONSTRUCTION METHODS

GENERAL

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

CURB AND GUTTER

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

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

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

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

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

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

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

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

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

DRIVEWAYS AND ALLEY RETURNS

Driveways and alley returns shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets. All driveways and alley returns shall be reinforced as shown on the detail drawings.

Excavation and Subgrade - Excavation shall be accomplished in the same manner as for streets and curbs. The subgrade for all driveways and alley returns shall be compacted to 95% modified proctor density for 8 inches depth.

Driveways for single family residences and property used for two family residential purposes (duplexes) may be placed on the compacted subgrade. All other driveways shall be considered as commercial driveways and shall be constructed on 6 inches compacted flexible base.

Flexible Base - Commercial driveways and alley returns shall be constructed on 6 inches of flexible base conforming to Section 2-C- Flexible Base, Caliche.

Forms - Forms shall be constructed of steel or, when approved by the engineer, wood conforming to the requirements for curb and gutter forms.

Expansion Joints - Expansion joints shall be placed at the ends of abutting curb and gutter at the end of radii for all driveways and alley returns. In addition, expansion joints shall be placed at the ends of abutting sidewalk sections and at any point where the driveway or alley return abuts another concrete structure. Expansion joint material shall be pre-molded three fourths inch (3/4") in thickness, cut to the shape and dimensions required and shall extend the full depth of the concrete.

Finishing - Shaping and finishing of driveways and alley returns shall be accomplished by using a screed to shape the driveway or alley return to the lines and grade required. Finishing shall be accomplished by use of wooden floats and stiff bristled brushes or brooms. The last finish shall be by brushing or brooming in
A direction transverse to the direction of traffic.

During the entire finishing process care shall be taken to maintain the true gutter invert in line with the street curb and gutter.

Curing - Finished driveways and alley returns shall be cured in accordance with the requirements "membrane curing" "Texas Department of Highways and Public Transportation, 1982 Standard Specifications for Highways, Streets and Bridges", Item Number 531.

CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS

Concrete slab type street drainage structures with or without curbs, shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets or as may be established in the field by the engineer.

Subgrade excavation preparation and compaction and flexible base shall be the same as specified for street construction. All drainage structures within the roadway shall be constructed on a flexible caliche base so that the thickness of the concrete slab plus base is equal to the thickness of the hot mix asphaltic concrete surface plus base.

Forms - Forms shall be as specified for curb and gutter.

Reinforcing - All slab type drainage structures shall be reinforced as shown on the plans and detail drawings. Care shall be taken to maintain all reinforcing in good condition and at its proper location within the slab.

Expansion Joints - Expansion joint material shall be as specified for curb and gutter and for driveways and alley returns.

Expansion joints for valley gutter shall be placed at the ends of radii and at the juncture between the fillet and the cross valley as shown on the detail sheet.

For center drains, expansion joints shall be placed at the ends of widened or transition sections and at each end of a section containing a manhole or other structure and at intervals of sixty feet (60') measured along the center line of the drain.

Additional expansion joints shall be placed where drainage slabs abut backs of curbs, sidewalks and at contact points with other concrete structures.

Contraction Joints - Contraction joints shall be spaced at 15' intervals along the center line of center drains. These contraction joints shall be saw cut 3/8" wide minimum and 1/4 the depth of the slab using an approved concrete saw.

Saw cut contraction joints shall be made after the concrete has set sufficiently to prevent excessive raveling during sawing and shall be completed before the concrete is 48 hours old.

Finishing - Finishing shall be the same as for alley returns and driveways with the last finishing operation for structures subject to vehicular traffic being by broom or stiff brush in a direction transverse to the direction of traffic.

Curing - Curing shall be the same as for curb and gutter and driveways and alley returns.

SIDEWALKS

Sidewalks shall be constructed of Class A" concrete to the lines and grades as shown on the plans and detail drawings or as may be established in the field by the engineer. Sidewalks shall be constructed parallel to the back of the curb and on a grade parallel to

the top of curb grade. The minimum thickness for any sidewalk is 4 inches. The minimum width of any sidewalk is 4 feet.

Excavation and Subgrade - Excavation for sidewalk shall be made with street excavation where applicable. Care shall be exercised in excavating for sidewalks. Any over excavation or any fill required for sidewalk must be brought to grade in lifts not to exceed two inches (2") and thoroughly tamped. Subgrade for sidewalks shall be compacted to at least the density of the adjacent soil or to 85% modified proctor whichever is greater.

When a sidewalk is to be constructed on an embankment the fill must extend at least 3 feet beyond the edge of the sidewalk.

If the subgrade is dry or dusty it must be thoroughly moistened but not made muddy before concrete is placed.

Forms - Forms for sidewalks may be either steel or wood. Forms must be in good shape and true to line and grade. If nominal 2" x 4" lumber is used the subgrade must be finished one half inch (1/2") below the bottom of the form to provide the required 4 inch thickness.

Expansion Joints - Expansion joint material shall be pre-molded conforming to these specifications and shall be one half inch (1/2") thick. The expansion joint shall extend the full depth of the sidewalk.

Expansion joints shall be placed at points where the sidewalk contacts the back of curb, at all junctures between sidewalks all directions, and at all points where the sidewalk abuts a driveway, alley return or other concrete structure including fence foundations.

Transverse expansion joints shall be constructed in the sidewalk at intervals not exceeding twenty eight feet (28') as measured along the centerline of the walk except for sidewalks that are constructed wider than four feet (4') in which case expansion joints may be placed at intervals that are multiples of the width but not exceeding thirty feet (30').

Contraction Joints - Contraction joints consisting of trowel cuts one and one half inches (1-1/2") deep shall be spaced at four foot (4') intervals along the sidewalk. Contraction joints shall be edged using an edging tool with a 1/4 inch or 3/8 inch radius.

For sidewalks wider than four feet (4') contraction joints may be placed at intervals equal to the width of the walk up to but not exceeding ten feet (10').

Finishing - Sidewalks shall be "struck off" with a screed to provide an even surface and float finished using a wooden float.

The final finish on the sidewalk shall be accomplished by brooming or brushing using a stiff bristled brush or broom with the final strokes being in the transverse direction.

Curing - Curing shall be as specified for curb and gutter and driveways and alley returns.

CONCRETE RIP RAP

Concrete rip rap shall be constructed of concrete of the class and to the line and grades as shown on the plans.

Excavation and Subgrade - Care shall be taken not to over excavate for rip rap. The subgrade for rip rap shall be compacted to at least the density of the adjacent undisturbed soil or 85% modified proctor whichever is higher.

Forms - Forms, where required, may be either steel or wood. Forms must be in good condition and true to line and grade.

Expansion Joints - Expansion joints, where required, will meet the requirements of expansion joints materials as specified herein and will be placed as shown on the plans or directed by the engineer.

Finishing - Finishing shall be by screed and wooden float to produce true uniform surface.

Curing - Curing shall be as specified for other concrete herein.

Slope Paving - Slope paving may be required behind the curb or behind sidewalks where street paving requires deeper cuts in developed areas. Slope paving shall be constructed of Class "A" concrete and shall be constructed to the lines and grades as shown on the plans or as established in the field. Slope pavement shall be four inches (4") thick and shall be constructed in accord with the specifications for sidewalks.

When no slope grade is given on the plans the slope gradient shall be l:l.

Unless listed separately on the bid proposal, slope pavement shall be measured and paid for as sidewalk.

4. BACKFILL AND CLEANUP

GENERAL

Backfill and clean up are an integral part of the various items covered by this specification and must be completed for each item before that item will be considered for payment.

CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS

Backfill and clean up for concrete structures within the paved areas of streets, alleys, etc. shall receive special attention to assure the integrity of the street pavement.

Structures constructed in previously paved areas shall have sufficient surface removed along with base and subgrade where necessary to set full face forms for the concrete. As soon as the forms are removed all loose material shall be removed from the form trench and the trench filled to the base level with Portland cement stabilized backfill material

consisting of two (2) sacks Portland cement to one (l) cubic yard of caliche base material or one (l) cubic yard "blow sand". When the cement stabilized backfill has cured the pavement edge shall be saw cut to provide true and straight lines and the pavement restored to its original or revised grade using Hot mix asphaltic concrete conforming to the requirements of Section 2-F of these specifications.

For structures constructed on previously prepared subgrade or base course, clean up and backfill shall be considered complete when the subgrade or base course has been made ready to receive the next course.

When a structure is constructed on a finished base course and it is necessary to remove base material to set forms, backfill and cleanup shall be as described for previously paved areas and shall be considered complete when the base course is made ready to receive the surface course or courses.

BACKFILL BEHIND CURBS AND ALONG SIDEWALKS

Backfill behind curbs and along sidewalks that is to be grassed shall be made using good top soil. Top soil shall be free of caliche, rocks, clods, lumps, debris and other objectionable material. This backfill shall be compacted to at least the density of undisturbed adjacent soil but not less than 85% modified proctor.

Backfill behind curbs and along sidewalks that is to receive paving shall be constructed to conform to the base and subgrade of the adjacent paving and shall be compacted to 95% modified proctor. Or the contractor may elect to backfill to the top of the base with two (2) sack cement stabilized backfill.

In undeveloped areas and in areas where no sidewalks exist the contractor shall slope from the back of the curb to a maximum height of 1/4 inch per foot rise from the top of the curb to the property line on a straight line grade. The minimum elevation at the property lines shall be top of curb elevation.

In deeper cut areas slope paving may be required. When slope paving is required it shall be constructed to the lines and grades shown on the plans. Backfill and shaping beyond the slope paving shall be in accord with the applicable portions of this specification.

08/07

CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS....1

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP....1

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Updated 3/06

CONCRETE STRUCTURES

1. GENERAL

This specification covers concrete structures including but not limited to junction boxes, culverts, head walls, cast in place manholes, valve vaults, meter vaults and retaining walls.

2. MATERIALS

CONCRETE

Concrete for cast in place manholes, junction boxes, storm sewer inlet boxes, valve vaults and direct traffic culvert and bridge decks shall be a modified class "C" concrete using a minimum of 6 sacks cement per cubic yard with a maximum water content of 5 gallons per sack of cement and producing a concrete with 4000 psi 28 day compressive strength.

Concrete for other structures shall be class "A" as specified in "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" item number 421. Concrete for riprap shall be class "B".

Reinforcing steel shall conform to the requirements of item number 440 or "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" and shall be of the sizes and grades as shown on the plans.

3. CONSTRUCTION

Construction of concrete structures shall be in accordance with the provisions of item 420 "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges".

FLEXIBLE BASE, CALICHE 1
1. GENERAL 2
2. MATERIALS 2
3. CONSTRUCTION 3
4. TESTING 3

FLEXIBLE BASE, CALICHE

1. GENERAL

This item consists of the construction of a caliche flexible base course to the lines, grades and thickness shown on the plans and in accordance with the provisions of the specifications.

Qualification of Material Source - There will be no designated material sources, but the source proposed by the Contractor must be approved by the Engineer. The contractor shall furnish evidence of capability to crush and screen the material with suitable equipment.

Measurement and Payment - Measurement and payment to be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Material from the approved source shall meet the following requirements when tested in accordance with the referenced testing standards:

Gradation - Tested by ASTM C 136-67 to meet the following gradation limits:

Sieve Size	Percent Passing
1-3/4"	100.0
7/8"	65-90
3/8"	50-70
No. 4	30-60
No. 40	15-35

Liquid Limit and Plasticity Index **-** Tested by ASTM D423-66 and D 424-59.

Liquid Limit - 30.0 Maximum
Plasticity Index - 10.0 Maximum
Triaxial Classification - Tested by Texas Highway Department Method TEX 117-E, Part II - minimum class 3.0.

Source Quality Control - The contractor shall exercise caution in the operation of the material source to prevent the inclusion of inferior materials.

3. CONSTRUCTION

A. The subgrade shall be finished true to the lines and grades as shown on the plans or as established by the Engineer and finished within specified tolerances and properly maintained to prevent drying and/or loosening of the surface.

No base material may be dumped on any subgrade until it has been tested and approved by the Engineer.

B. Flexible caliche base material shall be placed in uniform courses and processed to provide a uniformly mixed base course of the proper moisture content for compaction. The processing and compaction procedure used shall provide a uniform base course compacted to ninety-five percent (95%) modified proctor density (YACHT T180) minimum. The minimum thickness of any one compacted course shall be three inches (3"). The maximum thickness of any one compacted course shall be eight inches (8").

Any soft or segregated spots that appear in the base shall be removed, replaced or reprocessed and recompacted prior to final finishing of the base. The finished base shall conform to the lines and grades as shown on the plans or established by the Engineer. Finished tolerances shall not exceed one half inch (1/2") in ten feet (10').

The finished base shall be primed as soon after finishing as practical and shall be protected until the hot mix asphaltic concrete surface is applied. In no case will prime be applied until the finished base has been approved by the Engineer.

4. TESTING

A. All test for approval of the source shall be performed by a commercial lab selected by the owner and shall be paid for by the contractor.

B. Gradation and soil constants tests (ASTM C-136, D423 and D424) and THD Triaxial Test (THD TEX117-E Part II) will be performed for source approval. Should the appearance, workability or other visual checks indicate a possible change in the material being furnished, the Engineer may require the contractor to retest the material for source approval.

C. Field quality control test will consist of the finish tolerance test and density test.

The finish tolerance test will be performed by the contractor at his expense using a 10' rolling straight edge. This test shall be performed at the direction of the Engineer or his representative. When required, the test shall consist of checking one path in each lane with the rolling straight edge.

Density test will be made by the City or a commercial laboratory chosen by the City using Troxler 3411-B nuclear density gauges or approved equal at the minimum rate of one test for each 1000 square yards of base. In no case shall less than three tests be run on any one area processed as a unit. The City will bear the cost of the first test or set of tests only. If the base fails the first test the contractor, at his own expense, will be required to have all subsequent tests performed by the commercial laboratory chosen by the city.

8/07

BITUMINOUS PRIME

1. GENERAL

This item consists of the application of a bituminous prime coat to the finished caliche base in accordance with the provisions of the Specifications.

Qualification of Material Source - Material shall be supplied by a producer with a proven performance record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment will be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Cut-back asphalt grade MC-30, Texas Highway Department Item 300.

Source Quality Control - Certificates of compliance to be furnished by the producer to the Engineer.

3. CONSTRUCTION METHODS

Condition of Base - The surface of the base shall be tightly compacted to the line and grade shown on the plans and within the tolerances of the specifications. The surface shall be clean and the base shall contain sufficient moisture to assure the proper penetration of the prime.

The prime shall be applied with an approved distributor to the surface of the base at a rate of between 0.15 and 0.40 gallon per square yard. The application rate shall be varied to meet field conditions and to obtain uniform coverage, and adequate penetration. Properly applied prime coat should penetrate from 3/8" to 1/2" into the base and should cure in approximately 72 hours with ambient temperatures at or near 70 degrees F. The prime shall be applied at a temperature within the range of temperatures recommended in Item 300 of Texas Highway Department Standard Specifications. The temperature shall be varied within this range to provide a viscosity that will assure even spreading and penetration of the base. Air Temperatures at the time of application shall be above 50'F.

BITUMINOUS TACK

1. GENERAL

This item consists of the application of a bituminous tack coat to the primed base or existing asphaltic concrete or Portland cement concrete pavement in accordance with the provisions of the specification.

Qualification of Material Source - Material shall be supplied by producer with a proven performance record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment will be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Cut-back asphalt grade RC-250, Texas Highway Department Item 300.

3. CONSTRUCTION METHODS

Conditions of Surface - Prior to application of tack to the base course the prime must be completely penetrated into the base and the surface cleaned of foreign objects.

The tack shall be applied with an approved distributor at a rate of between 0.05 and 0.10 gallons per square yard. The temperature of application shall be within the range recommended by the Texas Highway Department in Item 300. The surface temperature to which tack is being applied shall be above 50 degrees F. at the time of application.

When the asphaltic concrete surface is being placed on primed caliche base, use of the tack coat may be waived by the Engineer if the contractor can show that adequate adhesion of the surface being placed to the base course is achieved without it.

Tack coat shall be placed on all asphaltic concrete or portland cement concrete surfaces on which an additional course of asphaltic concrete surfacing is to be placed. The tack coat shall be rolled with a pneumatic roller to assure even distribution over the entire surface and to achieve proper penetration into and adhesion to the surface being overlayed.

HOT MIX ASPHALTIC CONCRETE

I. GENERAL

Includes the construction of the hot mix asphaltic concrete surface in accordance with lines, grades and the sections shown on the plans and with the provisions of the specifications.

Qualification of Material Sources - Producers of oil asphaltic concrete mixture to have a proven record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment to be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Oil Asphalt - Oil asphalt grade AC-l0 or AC-20, Texas Highway Department Item 300. When no asphalt grade is shown on the plans, and unless directed otherwise by the Engineer, asphalt for this project shall be grade AC-10.

Coarse Aggregate - Crushed stone or crushed gravel with a minimum of 75 percent of the aggregates having two or more crushed faces. Additional requirements:

(a) Los Angeles Abrasion: ASTM C l3l, Wear not to exceed 40.

(b) Decantation: Maximum 2.0 percent by weight

Fine Aggregates - Natural sand and screenings crushed from the same or similar material meeting the requirements of the course aggregates. Additional requirements.

(a) Plasticity Index: Maximum of 6.

(b) Sand Equivalents: Minimum of 50 for each individual fine aggregate.

Paving Mixtures - The paving mixture(s) shall be as shown on the plans and details. If no mixtures are shown on the plans surface or wearing courses up to l-3/4 inches thick shall be Type D, base courses up to 2 inches thick shall be Type C and base courses over 2 inches thick shall be Type B or Type A.

(a) Gradation: The master gradations for the paving mixtures are:

TYPE "A" (Coarse Graded Base Course):	Percent Aggregate by weight or volume
Passing 2" sieve	100
Passing l-3/4" sieve	95 to 100
Passing l-3/4" sieve, retained on 7/8" sieve	16 to 42
Passing 7/8" sieve, retained on 3/8" sieve	16 to 42
Passing 3/8" sieve, retained on No. 4 sieve	10 to 26
Passing No. 4 sieve, retained on No. l0 sieve	5 to 21
Total retained on No. l0 sieve	68 to 84
Passing No. l0 sieve, retained on No. 40 sieve	5 to 21
Passing No. 40 sieve, retained on No. 80 sieve	3 to 16
Passing No. 80 sieve, retained on No. 200 sieve	2 to 16
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "B" (Fine graded Base or Leveling-up course)	Percent Aggregate by Weight or Volume
Passing l" sieve	100
Passing 78" sieve	95 to 100
Passing 7/8" sieve, retained on 3/8" sieve	21 to 53
Passing 3/8" sieve, retained on No. 4 sieve	11 to 42
Passing No. 4 sieve, retained on No. l0 sieve	5 to 26
Total retained on No. l0 sieve	58 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve	3 to 21
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

Type "C" (Coarse Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 7/8" sieve	100
Passing 5/8" sieve	95 to 100
Passing 5/8" sieve, retained on 3/8" sieve	16 to 42
Passing No. 4 sieve, retained on No. l0 sieve	11 to 37
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 Sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "D" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing l/2" sieve	100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on 4" sieve	21 to 53
Passing No. 4 sieve, retained on No. l0 sieve	54 to 74
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 4 to 8 percent of the mixture by weight.

TYPE "F" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 3/8" sieve	100
Passing No. 4 sieve	95 to 100
Passing No. 4 sieve, retained on No. l0 sieve	58 to 73
Passing No. l0 sieve, retained on No. 40 sieve	6 to 26
Passing No. 40 sieve, retained on No. 80 sieve	3 to 13
Passing No. 80 sieve, retained on No. 200 sieve	2 to 11
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 6.5 percent of the mixture by weight.

(b) Tolerances: Deviations from job mix formula limited to:

(l) Sizes larger than the l0 sieve- Plus or Minus 4 percent.

(2) No. l0 sieve and smaller - Plus or Minus 3 percent.

(3) The deviation from the job mix formula shall be further limited in that the total deviation from the job mix formula between any two adjacent aggregate grades shall not exceed the allowable deviation for either one.

(4) Asphalt - Plus or Minus 0.3 percent.

(c) Density - The mixture shall be designed to produce an acceptable mixture within tolerance, at or near optimum density. The mixture molded in the laboratory should have the following percent of maximum theoretical density:

Minimum	Maximum	Optimum
96	98	97

(d) Stability: Minimum of 35 Hveem

Source Quality Control - Paving mixture and plant tests to be performed by laboratory selected and paid by the Owner, except as noted.

Job Mix Formula - The contractor shall submit a job mix formula, prepared by laboratory chosen by the owner, at least l0 days in advance of laying operations to allow time for review by the engineer. Substitution of one or more materials will require a new job mix formula and must be approved by the engineer.

The design of job mix formula whether for original submittal or revisions shall be paid for by the contractor.

Plant Tests - Check of raw material uniformity, quality and flow, hot bin gradations, temperature of mixture, mixture tests for density, stability and percent asphalt and other necessary tests to be performed bythe laboratory selected by the owner for each day's production.

Oil Asphalt - Producer to furnish certificates of compliance to the Engineer.

3. CONSTRUCTION METHODS

A. GENERAL

Condition of Base - The surface of the base shall be tight and free of debris. The prime coat shall be uniformly distributed, well penetrated and completely cured prior to application of the tack coat. If the mixture will adhere to the surface of the base without the application of a tack coat, the tack coat can be eliminated. If the surface of the base is one half (l/2") inch or more lower than the proposed bottom of the asphaltic concrete it shall be corrected by placing and compacting a level up course of the asphaltic concrete before the mat is placed on it.

Stockpiling, Storage, Batching and Mixing - Shall meet the requirements of Item 340, "Texas Highway Department l982 Standard Specifications for Road and Bridge Construction.

Weather Limitations - Shall be the requirements of Item 340,"Texas Highway Department l982 Standard Specifications for Road and Bridge Construction." With the added provision that no asphaltic concrete shall be placed when the surface on which the mat is to be placed is below 50 degrees F.

Thickness - Shall be as shown on plans. Unless shown otherwise on the plans, the maximum compacted thickness of any one course of asphaltic concrete shall be two and one-half (2-l/2) times the maximum aggregate size of the mixture being placed. The minimum shall be one (l) inch or one and one fourth (1-1/4) times the maximum particle size which ever is greater.

B. PLACING

Placing of Asphaltic Concrete shall be accomplished using an approved self propelled spreading and finishing machine with a heated vibrating screed capable of producing a surface that will meet the requirements of the typical cross section and the surface test, and when the mixture is dumped directly into the finishing machine shall have adequate power to propel the delivery vehicles in a satisfactory manner. The finishing machine shall be equipped with a flexible spring and/or hydraulic type hitch sufficient in design and capacity to maintain contact between the rear wheels of the hauling equipment and the pusher rollers of the finishing machine while the mixture is being unloaded.

The use of any vehicle which requires dumping directly into the finishing machine and which the finishing machine cannot push or propel in such a manner as to obtain the desired lines and grades without resorting to hand finishing will not be allowed. Vehicles dumping directly or indirectly into the finishing machine shall be so designed and equipped that unloading into the finishing machine can be mechanically and/or automatically operated in such a manner that overloading the finishing machine being used cannot occur and the required lines and grades shall be obtained without resorting to hand finishing.

Automatic screed controls will be required and shall meet the requirements item, 528 "automatic screed controls for asphaltic concrete spreading and finishing machines "Texas Department of Highways and Public Transportation 1982 Specifications for Construction of Highways, Streets and Bridges".

The screed shall be ski controlled using a ski of not less than l8' in length. Curb shoe control will not be allowed.

The spreading and finishing machine shall be maintained in good working order and operated by competent trained personnel.

The Engineer may require the contractor to place a test strip to prove the capability of the machine and the competency of the operating personnel to produce a satisfactory finished surface.

In dips and on curved surfaces where the ski control cannot be used, the surface will be controlled using a l0' straight edge.

Fillet areas, turn outs and other areas not accessible to the spreading machine may be hand laid provided a satisfactory surface is produced.

C. COMPACTION AND FINISHING

Compaction Requirements - The asphaltic concrete surface shall be compacted so that the compacted mixture will contain not more than seven percent (7%) nor less than three percent (3%) air voids.

The surface of the pavement, after compaction, shall be smooth and true to the established line, grade and cross section, and when tested with a l0 foot rolling straightedge, except as provided herein, the maximum deviation shall not exceed l/8 inch in l0 feet, and any surface not meeting this requirement shall be corrected as directed by the engineer.

Raking and Leveling - Minor leveling may be accomplished using asphalt rakes prior to compacting the surface. The surface shall be leveled by loosening the surface of the asphaltic concrete using an asphalt rake then adding or removing material and smoothing the surface. Any large aggregate worked to the surface in this process shall be removed before compaction. The large aggregate shall not be spread over the new asphaltic concrete surface.

Edges and joints with compacted asphalt or concrete gutters shall be carefully squared and excess material removed before compaction. Care shall be taken to see that NO excess material laps over onto the surface of existing asphaltic concrete paving or concrete gutters. Large aggregate worked to the surface in this process shall be removed. It shall not be spread over the new asphaltic concrete surface.

Rolling - In general rolling shall conform to the requirements of item 340 of the Texas Department of Highways and Transportation 1982 Specifications for Construction of Highways, Streets an Bridges except as modified herein.

It shall be the responsibility of the contractor to have rolling equipment available on the job to properly compact the paving mixture in place as required without delay to the lay down operation. Rollers provided shall meet the qualifications for their type as follows:

PNEUMATIC TIRE ROLLERS: The rollers shall be acceptable medium pneumatic tire rollers conforming to the requirements of the item, "Rolling (pneumatic tire)", Type B, unless otherwise specified on plans.

TWO AXLE TANDEM ROLLER: This roller shall be an acceptable power driven tandem roller weighing not less than 8 tons.

THREE WHEEL ROLLER: This roller shall be an acceptable power driven three wheel roller weighing not less than l0 tons.

THREE AXLE TANDEM ROLLER: This roller shall be an acceptable power driven three axle roller weighing not less than l0 tons.

Vibrating rollers will not be used without prior written approval of the engineer. Written approval will be granted only upon demonstration by the contractor that the roller and operator can produce a satisfactory surface within the tolerances of these specifications. Only the operator or operators thus approved will be allowed to operate the vibrating roller on this project.

Areas not accessible to standard rollers shall be compacted using trench rollers, impact tampers, hand tamps or other approved means that will produce the density and surface required.

JOINTS- Shall be carefully rolled to provide compaction of the asphalt against the existing surface or face of the concrete gutter. Joints between concrete gutters and Hot Mix Asphaltic Concrete shall be placed so that the HMAC will be approximately l/2 inch higher than the concrete when compaction is completed. At transverse joints such as valley gutters and fillet areas where finishing asphalt paving 1/2 inch above the edge of concrete will adversely affect ride quality the asphalt shall be finished 1/4 inch above the edge of the concrete.

Transverse joints shall be rolled in the transverse direction with the first pass extending approximately six (6") inches onto the new asphalt each additional pass shall extend approximately twelve (12") inches further onto the new asphalt until the full width of the roller is on the new asphalt. Longitudinal rolling may begin then.

All transverse joints shall be checked with a l0" straight edge while the material is

still hot enough to roll. Any corrections shall be made by loosening the material using an asphalt rake and adding or removing material and recompacting the surface. The surface shall be rechecked and when the joint is acceptable the asphalt spreading machine may proceed with the pass.

Final or finish rolling shall be accomplished using a two axle tandem roller to remove roller marks. This rolling shall be accomplished after the surface has cooled sufficient to minimize further marking but before it is too cool to respond to rolling.

STRAIGHTEDGES AND TEMPLATES - The contractor shall provide acceptable l0 foot straightedge for surface testing. Satisfactory templates shall be provided as required by the Engineer.

4. FIELD QUALITY CONTROL

Test Lots - Field Quality Control Tests shall be made by lot with a lot being the amount of contiguous surface laid in one day. No lot shall exceed l0,000 S.Y. If a days laying exceeds l0,000 S.Y., that days laying shall be divided into two approximately equal lots. The same lot divisions shall be used for all Quality Control Tests. Each separate block or combination of contingeous (blocks) of paving shall be considered as a separate lot even though they may be placed in a single day and do not comprise l0,000 S.Y. of surface.

Surface Tests - Surface tolerance tests will be performed in both longitudinal and transverse directions. The test for longitudinal surface tolerance will be performed with a ten-foot rolling straightedge furnished by the contractor, and calibrated and used in accordance with the manufacturer's recommendation or other approved method.

The maximum allowable deviation in surface shall be 1/8 inch in 10 feet. Tests for longitudinal surface tolerance will be performed by the contractor, accompanied by the engineer within 24 hours of the completion of a lot. One path in each lane for the length of the entire lot will be tested. The location of the test path (Distance from centerline or pavement edge) will be determined by the engineer through the use of random numbers. Any deviations in the surface finish of a roadway wearing course which exceeds l/4 inch must be corrected. After corrections have been made, the entire lot must meet the l/8 inch surface tolerance.

Thin course "scab on" patching will NOT be permitted. Corrections may be made by planning, milling and patching or by removing and replacing affected surface area.

When milling and patching is used to correct surface defects the minimum depth of removal shall be l".

For milling and patching or surface removal the area removed or milled shall be sufficiently large to avoid the appearance of patching.

When planning is used to correct defects the thickness of the remaining paving shall meet the thickness requirements as shown on the plans.

Surface tolerance test will be performed on the last or wearing course only.

Asphaltic concrete pavement constructed under these specifications that does not meet the surface tolerance requirements and is allowed to remain in place will be paid for at a reduced rate determined by multiplying the price bid for the wearing surface course by a surface tolerance quality factor. This rate shall apply to the entire lot.

Lower courses will not be affected by this quality factor but will be paid for at the price bid or such price as it may be affected by other quality factors.

The surface tolerance quality factor will be determined according to the following schedule:

Linear % of pavement exceeding 1/8 inch surface tolerance	Surface tolerance quality factor
0.0 to 1.0	1.0
1.1 to 1.5	0.9
1.6 to 2.5	0.8
over 2.5	0.5

Roadway surface requirements will not be applied for paved drives, aprons, turnouts, and other irregular sections, however, asphaltic concrete shall be placed in such a manner as to provide a neat and uniform appearance and shall be compacted by methods satisfactory to the engineer.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the surface tolerance quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be pre- constructed and remove and reconstruct the pavement. All costs in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be re-tested and the surface tolerance quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x ....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Thickness Test - Thickness test will be made by the engineer on each course of asphaltic concrete laid. Test specimens shall be made by a commercial laboratory selected by the owner. Test specimens shall be cores having a minimum nominal diameter of 6". These cores shall be made in the presence of the inspector at locations designated by the inspector using an approved power operated coring machine.

For thickness and compaction test, each lot shall be divided into approximately equal sublots corresponding in width to each pass of the lay down machine and containing up to but not exceeding 2,000 square yards each. If a lot contains less than 2,000 square yards the engineer may, at his option, divide the lot into two equal sublots, or, if the contractor has a record of satisfactory workmanship, the engineer may waive tests on said lots.

The engineer will locate one test spot for each l,000 S.Y. and/or fraction thereof in each sub-lot using random numbers. If a spot thus located falls within one foot of a longitudinal joint or lip of gutter or within two feet of an unsupported edge or within l5 feet of the beginning or ending edge of a pass, the engineer will relocate the spot using random numbers. The commercial laboratory chosen by the owner will remove the test specimen from each designated spot, mark the specimen and the adjacent pavement for future reference and perform the required tests. Test specimens shall be removed with special caliper type tongs having circular jaws of the diameter of the specimen being removed. These jaws shall grip at least 1/2 of the circumference of the specimen. Screw drivers or other type of prying instruments shall not be used to remove the specimens.

The thickness of a specimen shall be determined by averaging four (4) measurements made at ninety degree (90) intervals around the specimen. Any thickness less than design thickness shall be considered as deficient.

For hot mix asphaltic concrete pavement less than 2 inches thick the maximum allowable deficiency in any one test specimen is l/8 inch provided that no more than twenty five percent (25%) of the specimens tested show a deficiency. For pavement in excess of 2 inches in thickness the maximum allowable deficiency in any one specimen shall be l/8 inch plus l/l6 inch for each additional inch of thickness provided that no more than twenty five percent (25%) of the test specimens show a deficiency.

When a test specimen has a greater deficiency and less than (25%) of the test specimens show a deficiency the contractor shall, at his own expense, determine the extent of the deficiency and correct it by removing and replacing the surface. The minimum width for such correction will be the full width of the pass or passes of the lay down machine in which the deficiency occurs.

The minimum length of such correction shall be three times the width removed. When more than (25%) of the test specimens show a deficiency the surface may at

the engineers option be declared uniformly deficient and the contractor shall correct the deficiency by removing and reconstructing the surface or by constructing an overlay of not less than l inch thickness over the deficient area. The construction of an overlay will require milling at lip lines and dips.

The corrected surface shall meet all the requirements of these specifications.

Asphaltic concrete pavement constructed under these specifications that is less than design thickness, if allowed to remain in place, will be paid for at a reduced rate determined by multiplying the unit price bid in the bid proposal by a thickness quality factor. This rate shall apply to the entire lot in which the deficiency is found.

The thickness quality factor for hot mix asphaltic concrete pavement less than 2 inches in thickness shall be:

Thickness Deficiency	Quality Factor
Maximum l/8" for any one specimen with no more than 25% of the specimens showing a deficiency.	l.0
Pavement not meeting the 25% limitation with an average specimen deficiency up to l/8 inch.	0.75
Average specimen deficiency of l/8 inch to l/4 inch	.55
Average deficiency of more than l/4 inch	0.0

The thickness quality factor for hot mix asphaltic concrete more than 2 inches thick will be l.0 if the maximum deficiency for any one specimen is l/8 inch plus l/l6 inch for each additional inch of thickness over 2 inches and not more than twenty five percent (25%) of the test specimens in the lot are deficient. For thickness test that fall outside this area either by single specimen thickness deficiency or more than twenty five percent (25%) of the specimens showing deficiency the thickness quality factor shall be computed as follows:

$$\text{Thickness Quality Factor} = \frac{1}{\left(\frac{1}{\text{Thickness Ratio}}\right)^2}$$

The thickness ratio for a lot is the average specimen thickness for that lot, with no allowance for thickness in excess of design, divided by the design thickness. For determining the average specimen thickness, those specimens in excess of design thickness shall be considered at design thickness.

The minimum thickness quality factor for which payment will be allowed is .55. Any pavement with a thickness quality factor below .55 will be considered as having a thickness quality factor of 0. This shall apply only if the contractor requests, in writing, to have this paving remain in place and this request is approved in writing by the engineer.

When the deficient area is in a lower course of a multi-course paving structure the contractor may reduce or correct the deficiency by increasing the thickness of the subsequent course or courses as follows:

When subsequent course is	Maximum increase in course thickness
Type B	1/2"
Type C	3/8"
Type D	1/4"

When corrected in this manner the thickness quality factor shall be determined using the combined thickness of the corrected courses and shall apply to all unit prices applicable to this lot.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the thickness quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be reconstructed and remove and reconstruct the pavement. All cost in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be retested and the thickness quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Compaction Test: Compaction test will be made by the commercial laboratory chosen by the owner on the core samples removed from the paving for thickness testing.

The percent air voids will be calculated using maximum theoretical specific gravity of the mixture.

The contractor may attempt to correct deficiencies in compaction by additional pneumatic rolling upon written permission of the engineer. Requests for permission to conduct additional rolling shall be submitted, in writing, to the engineer no later than three days following notification of the deficiency by the commercial laboratory and the additional rolling shall be completed within ten (l0) days following said notification weather permitting.

In no case shall the additional rolling be delayed beyond thirty (30) days from the date the surface was laid. All cost for additional rolling and additional coring and testing of the re-rolled surface shall be born by the contractor.

Asphaltic concrete pavement not meeting this specification and that is allowed to remain in place shall be paid for at a reduced rate determined by multiplying the price bid in the bid proposal by a compaction quality factor determined according to the following schedule:

Percent air voids (average of all specimens for the lot)	Compaction Quality factor	
less than 3	0	
3.0 to 8.0	1.0	
8.1 to 9.0	0.9	
9.1 to 10.0	0.7	
10.1 to 11.0	0.5	and the engineer may require a chip seal to be applied at the contractor's expense
More than 11		0 and the engineer may require a chip seal to be applied at the contractor's expense.

NOTE: HMAC surfacing with between 11% and 15% air voids may, upon written request by the Contractor, be reviewed by the Engineer to determine if it may be left in place. The Engineer's review will consider the type of street and expected traffic conditions among other factors and a written determination will be issued. If the surface is allowed to remain in place, a chip seal will be required at the Contractor's expense. The quality factor for this paving will remain at 0.

The reduced rate shall apply to the entire lot.

The effect of compaction quality factors shall be cumulative and shall be applied as described for surface quality factors and thickness quality factors.

Cost for Field Quality Control - The surface tolerance test shall be made by the contractor at his expense.

The initial thickness and compaction test will be made at no cost to the contractor except for the cost of materials and labor to repair the holes left when cores are removed.

The cost of all thickness test to isolate a deficient area and the cost of retesting the corrected area shall be born by the contractor.

The cost of all retesting of compaction after additional rolling to correct compaction deficiencies shall be born by the contractor.

Areas reconstructed to remedy deficiencies shall meet all the requirements of these specifications and shall be tested in the same manner as original construction. The cost of all tests on reconstructed areas shall be born by the contractor.

5. ADDITIVES

Anti-stripping: An approved liquid anti-stripping agent shall be added to the asphalt used in the hot mix asphaltic concrete. The rate of application shall be in accordance with the manufacturer's recommendation. The minimum anti-stripping agent added shall be one-half (l/2) of l%.

The anti-stripping agent used shall have a proven record when used with similar aggregate and shall be approved by the engineer in writing prior to the date set for reception of bids.

DOUBLE COURSE ASPHALT SURFACE TREATMENT

1. SCOPE

The work to be done under this section consists of furnishing all labor, materials and equipment necessary to construct a Double Asphalt Surface Treatment on the prepared base course in accordance with the sections shown on the plans and as specified herein or as directed by the Engineer.

2. MATERIALS

2.1 Asphalt

The asphalt used shall be of the grade and type specified below. The material shall be homogeneous and free from water, shall not foam when heated to 347° F., and shall meet the following requirements.

Viscosity Grade AC-5
Texas Highway Department 1982 Specifications

Viscosity 140 F. Stokes	500 +/- 100	
	Min.	Max.
Viscosity 140 F. Stokes	1.4	--
Penetration 77° F. 100 g. 5 sec.	135	--
Flash Point C.O.C.F.	425	--
Solubility in trichlorethylene percent	99.0	--

Tests on residues from thin film oven test:

Viscosity 140 F. Stokes	--	1500
Ductility, 77° F. 5 cms per min. cms.	100	--

Spot Test – negative for all grades.

2.2 Aggregate

All aggregate shall be composed of sound and durable particles of crushed stone or crushed gravel. At least eighty-five percent (85%) of the particles of the aggregate retained on the No. 4 sieve shall have one or more crushed faces. Aggregate particles shall be free from organic matter, clay, loam, or pebbles coated therewith, and shall not contain more that (5%) of slate, shale, schist or soft particles of sandstone. The aggregates shall have a percent of wear of not more than thirty-five (35). (Los Angeles Abrasion Tests of Coarse Aggregate, AASHO Designation

T-96 as revised). Crushed limestone will not be acceptable for this project.

Double Asphalt Surface Treatment

No. 1 Aggregate – (Texas Highway Department 1982 Grade 3)	Retained on ¾" Sieve -	0% by weight
	Retained on 5/8" Sieve -	0 – 2% by weight
	Retained on ½" Sieve -	20, 35% by weight
	Retained on 3/8" Sieve -	85 – 100% by weight
	Retained on ¼" Sieve	95 – 100% by weight
	Retained on No. 10 Sieve-	99-100% by weight

No. 2 Aggregate - (Texas Highway Department 1982 Grade 5)	Retained on ½" Sieve -	0% by weight
	Retained on 3/8" Sieve -	0 – 5% by weight
	Retained on No. 4 Sieve -	40 – 85% by weight
	retained on No. 10 Sieve -	98 –100% by weight
	Retained on No. 20 Sieve-	99 100% by weight

3. CONSTRUCTION METHODS

3.1 Preparation of base

If the surface of the base course is not in proper condition for placement of surfacing, it shall first be brought true to the section and grade as established. The base shall be checked, and any deviation in excess of ¼-inch from grade or from true cross section shall be corrected by scarifying then adding or removing material, reshaping and re-compacting by sprinkling and rolling. No "scab" or "featheredge" patches will be permitted. After correction of any defects in the base, it shall be cleaned of dirt, dust, or other deleterious material by sweeping or other approved methods and primed.

The base course shall be primed with MC-30 Asphalt as directed by the Engineer. The asphalt used shall meet the 1982 Texas Highway Department Specifications Item 300.

The base course shall be checked at least 24 hours in advance of placing the surfacing and any defects shall be repaired and re-primed. Immediately prior to placing the surfacing, the base shall be cleaned of all dirt, dust, or other deleterious materials by sweeping with rotary and hand brooms or other approved methods.

Prime coats shall not be applied more than 7 days in advance of placing the surface course. Areas that have been primed longer than the time

specified above prior to placing the surface course shall be re-primed at the Contractor's expense.

3.2 Handling and Applying Asphalt

All storage tanks, piping, retorts, booster tanks, and distributors used in storing or handling asphalt shall be kept clean and in good operating condition at all times, and they shall be operated in such a manner that there will be no contamination of the asphalt with foreign material. Asphalt shall not be heated above 400° F. at any time, and when applied, it shall be at a temperature of not less than 300° F. and not more than 350° F. The Engineer will select the temperature of application, and the Contractor shall apply the asphalt at a temperature within 15° of the temperature selected. All asphalt material heated above 400° F. will be rejected. Re-circulating heating equipment shall be equipped with recording temperature gauges.

The prime coat shall not be applied when the air temperature is below 50° F. and falling or when in the opinion of the Engineer weather conditions are not suitable. Prime coat shall not be applied when the temperature of the surface on which it is to be applied is less than 40° F. The prime coat shall be applied at least 24 hours in advance of placing the surface course. Prime coat shall be applied with an approved distributor at a rate of 0.30 gallon per square yard, or as directed by the Engineer.

Double Asphalt Surface Treatment shall not be applied when the temperature of the surface on which it is to be placed is below 50° F. and is falling but may be applied when the air temperature is above 40° F. and rising. No asphalt shall be placed when general weather conditions, in the opinion of the engineer, are unsuitable. No double asphalt surface treatment shall be placed from September 30 to April 15.

Asphalt shall be applied on the clean surface by an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. The Contractor shall provide necessary facilities for determining the temperature of the asphalt in all of the heating equipment and in the distributor, for determining the rate and pressure at which it is applied, and for securing uniformity at the junction of two distributor loads. The beginning and ending of each shot of asphalt shall start and stop on a strip of heavy craft paper of not less than thirty (30) inches in width.

In areas inaccessible to the distributor, asphalt shall be applied by means of a hose and spray nozzles attached to the distributor. Care shall be

taken during application of any asphalt to shield the curb and gutter from the asphalt spray; satisfactory means of handling this matter will be insisted upon.

3.3 Application of Aggregate

Immediately after making the first application of asphalt, the surface shall be covered with No. 1 aggregate. The aggregate shall be spread with an approved self-propelled continuous feet aggregate spreader box, or approved equal, at rates as specified below or as directed by the Engineer. If necessary to obtain uniform distribution of aggregates, hand brooming and hand spotting of aggregates will be required. After completion of placing the aggregates, all areas shall be bull-wheeled with a three- wheeled roller weighing not less than 8 tons followed immediately by two complete passes with an approved self propelled pneumatic roller.

The second application of asphalt shall then be made and the No. 2 aggregate shall be applied in the same manner as stated above for the No. 1 aggregate. The Contractor shall be responsible for the maintenance of the surface and the distribution of the excess aggregate until the work is accepted.

On the two successive days following completion of the work as specified above, all areas shall be rolled with at least four complete coverage's with a pneumatic roller. This rolling shall be done in the warm part of the day.

3.4 Rate of Application of Materials

The asphalt and aggregate shall be applied at the rates specified in the following schedule:

Double Asphalt Surface Treatment

Application	Aggregate Gal. Asphalt/Sq. Yd.	Aggregate Cu. Yd. To Sq. Yds.	Designation
First	0.30	1:70	No. 1
Second	0.40	1:110	No. 2

3.5 Cleanup

After completion of the asphalt surfacing, all debris resulting from the construction shall be cleaned up and removed from the site of the work to

an approved place of disposal. The ditches, shoulders and back slopes shall be bladed and graded to true grades and cross sections as shown on the plans. The entire premises of the work shall be left in a clean condition satisfactory to the Engineer, and all costs of cleanup shall be included in the contract unit prices for the items of work involved.

DOUBLE COURSE ASPHALT SURFACE TREATMENT 1
1. SCOPE 1
2. MATERIALS 1
2.1 Asphalt 1
Viscosity Grade AC-5 1
Texas Highway Department 1982 Specifications 1
Viscosity 140 F. Stokes 1.4 --..... 1
2.2 Aggregate 1
Double Asphalt Surface Treatment 2
3. CONSTRUCTION METHODS 2
3.1 Preparation of base 2
3.2 Handling and Applying Asphalt 3
3.3 Application of Aggregate 4
3.4 Rate of Application of Materials 4
Double Asphalt Surface Treatment 4
3.5 Cleanup 4

3/2006

PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL COAT

1. GENERAL

This item includes patching, milling and incidentals to prepare the asphaltic concrete surface for tack coating and overlay or for application of a seal coat.

2. MATERIALS

a. Asphalt

Asphalt for hot mix asphaltic concrete shall be Grade ACl0 Texas Highway Department Item 300.

Asphaltic concrete shall be Type D or Type F Texas Highway Department Item 340 except when the overlay is the second phase of phased construction in which case the asphaltic concrete for full depth patching shall be the grade as shown on the plans.

b. Portland Cement Stabilized Base

Cement stabilized base shall conform to Texas Highway Department Item 274 and shall consist of caliche base materials described in Section 2-C of this specification. Stabilized using 2 sacks of Portland cement per cubic yard. Cement stabilized base may be blade mixed at or near the job site if the contractor can produce a uniformly mixed acceptable product by this method.

3. PATCHING

a. Patching Surface Raveling

Where, in the opinion of the engineer, surface raveling has caused sufficient loss of material to require patching, the contractor shall thoroughly clean the area to be patched by brooming, and/or compressed air nozzle. When the patched area is completely free of loose aggregate and other foreign matter the contractor shall lightly brush the area with emulsified asphalt type SS1 and apply Type F hot mix asphaltic concrete. The asphaltic concrete shall be raked using an asphalt rake and finished smooth a little higher than the existing surrounding surface and compacted using a steel wheel roller and/or a pneumatic roller. Rollers shall be sufficient size and weight to achieve

adequate compaction. Small areas may be compacted using vibrating plate compacters when approved by the Engineer.

b. Patching Deteriorated Surface

When, in the opinion of the engineer, the surface has deteriorated to a point where replacement is required the engineer shall mark the area to be removed and replaced. The contractor shall saw cut for the full depth of the asphaltic concrete and remove said pavement. The saw cut shall be rectangular in shape with the edges being parallel to and at 90` to the centerline of the street. The minimum width for any patch shall be one (l') foot. After the surface has been removed the base shall be carefully smoothed and all loose base material shall be removed. When needed the base shall be reprimed using a light shot of RC 250 or MC 30 asphalt. After the prime coat has penetrated the base material, the contractor shall apply tack coat to the sawed edges of the surface and place Type D asphaltic concrete to a sufficient depth above the existing surface to provide a compacted surface slightly higher than the adjacent surface. The patch shall be compacted to a density of 92% to 97% Rice density using steel wheel and or pneumatic rollers.

c. Patching Deteriorated Substructure

When the base and or subgrade have failed and are to be removed, the contractor shall remove the surface as specified for deteriorated surface patching. The weakened base shall be removed to a uniform depth to expose undamaged base or subgrade. The minimum depth of removal shall be six (6") inches. The base and subgrade thus removed shall be replaced with Portland cement stabilize base and compacted to 95% modified proctor density and finished at the level of the abutting base. The finished base shall be primed and the surface replaced as specified for patching deteriorated surface.

4. MILLING

Surface milling shall be accomplished using approved asphalt milling machines. The maximum depth of milling shall be one (l") inch.

Milling shall be as directed by the engineer to remove asphaltic concrete placed at valley gutters, gutters and at the ends of the first phase of phased construction for drainage and to remove the asphaltic concrete placed for a smooth connection between that phase and the existing paving. The Engineer may also direct milling to

remove ridges and ruts that have formed on the pavement surface.

The Contractor shall be responsible for controlling the milling operation so that only these areas which require milling are milled. No measurement or payment will be made for milling where only superficial surface marks are left and from which no material is removed. When milling is required to remove ridges and ruts the low areas between ridges and ruts will be considered as "milled surface" for payment.

If a smooth straight joint can not be made by milling the contractor may be required to saw cut a one (l") inch depth groove at the edge of the milled area and remove material between the saw cut and the milled area by hand. No separate payment will be made for this saw cut when required.

5. MEASUREMENT AND PAYMENT

a. Patching Surface Raveling

Measurement will be made of the actual square footage of surface area patched. Payment will be made at the price bid per square foot for patching surface raveling in the bid proposal.

b. Patching Deteriorated Surface

Measurement will be made of the square yards of street surface replaced.

Payment will be made for the actual number of square yards of street surface replaced at the price bid per square yard for patching deteriorated surface in the bid proposal.

c. Portland Cement Stabilized Base

Measurement will be made of the actual cubic yards of compacted cement stabilized base in place.

Payment will be made at the price per cubic yard bid for compacted in place Portland cement stabilized base in the bid proposal.

d. Saw Cutting

Measurement will be made of the actual length of full depth saw cut made as directed by the engineer. No measurement will be made of the sawing required to square up poor milling edges.

Payment will be made at the price per linear foot of full depth saw cutting for the actual number of feet of saw cut as measured above.

No payment will be made for saw cutting required to square up the edges left by improper, inadequate or poor quality milling.

e. Milling

Measurement will be made of the actual area milled. No measurement will be made of areas where milling leaves only superficial surface marks from which no material was removed.

Payment will be made for the actual number of square yards of surface milling as measured above at the unit price bid per square yard of surface milling in the bid proposal.

01/04

SEAL COAT

I. DESCRIPTION

This item shall consist of the application of liquid asphalt to the existing pavement surface followed by placement of cover aggregate and rolled to increase adhesion, together with other operations necessary to form a complete durable seal coat.

II. MATERIALS

A. Asphaltic Materials

The material shall be homogeneous, shall be free from water, shall not foam when heated to 347 degrees F and shall meet the following requirements:

		VISCOSITY GRADE	
TEST		AC-5 Min/Max	AC-10 Min/Max
Viscosity, 140 F stokes		500+100	1000+200
Viscosity, 275 stokes		1.4	1.9
Penetration, 77F, 100g, 5 sec.		135	85
Flash Point, C.O.C.F.		425	450
Solubility in trichlorethylene	%	99.0	99.0
Tests on residues from thin film oven test: Viscosity, 140 F stokes		1500	3000
Ductility, 77 F 5cms per min, cms		100	70
Spot Test		Negative for all grades	

B. Storage, Heating and Application Temperatures

Asphalt materials should be applied at the temperature which provides proper and uniform distribution and within practical limits avoiding higher temperatures than necessary. Satisfactory application usually should be obtained within the recommended ranges shown below. No material shall be heated above the following maximum temperatures:

Applications and Mixing

TYPE-GRADE	Recommended Range, F	Maximum Allowable, F	Heating and Storage Maximum, F
AC-5, 10	275-350	375	400

NOTE:Heating of asphalt materials (except emulsions) constitutes a fire hazard to various degrees. Proper precautions should be used in all cases and especially with RC cutbacks.

Warning to Contractors: Attention is called to the fact that asphaltic materials are very flammable. The utmost care shall be taken to prevent open flames from coming in contact with the asphaltic materials or the gases of same. The Contractor shall be responsible for damages from any fires or accidents which may result from heating the asphaltic materials.

C. Additives

1. Latex Additive: A minimum of two percent by weight latex additive (solids basis) shall be added to AC-5 asphalt when specified on the plans or in other specifications in the contract. The latex additive shall be governed by the following specifications:

The latex is to be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap so as to have good storage stability, and possessing the following properties:

Monomer ratio, B/S 70/30
Minimum solids content 67%
Solids content per gal @ 67% ..... 5.3 lbs
Coagulum on 80-mesh screen ..... 0.1% max

Type Anti-oxidant ..... staining
Mooney Viscosity of Polymer
(M/L4 @ 212 F) ....100 min
pH of Latex ..... 9.4 - 10.5
Surface Tension ..... 28-42 dynes/cm^2
Brookfield Viscosity
of Latex ..... 1200 ps max @ 67% solids

The finished latex-asphalt shall meet the following requirements:

Viscosity at 140 F, stokes ..... 1500 max
Ductility at 39.2F, 1cm per min, cm..... 100 min

2. Anti-stripping Agent. An approved liquid anti-stripping agent shall be added to the asphalt used on this project when called for on the plans or elsewhere in the specifications or bid proposal. The rate of application shall be in accordance with the manufacturers recommendations. The minimum anti-stripping agent added shall be one/half (1/2) of 1%. The anti-stripping agent shall be Permatac or approved equal.

D. Regular Aggregate

Regular aggregate shall be Type B Grade 4 or Grade 5 crushed gravel, or crushed stone as specified in Item 302 of the Texas State Department of Highways and Public Transportation (T.S.D.H.P.T.) 1982 Standard Specification for Construction of Highways, Streets, and Bridges with the following exceptions:

1. Limestone other than natural limestone rock asphalt will not be approved for use on this project.

2. Aggregate shall contain not more than 1% by weight of organic matter, clays, loam or pebbles coated therewith and shall contain not more than 5% by weight of any one of or combination of slate, shale, schist or soft particles of sandstone when tested in accordance with Test Method Tex-217-F.

3. Aggregate Gradation, expressed as a percentage of weight, shall be as follows:

Grade 4	Percent by Weight		
Retained on 5/8" sieve			0
Retained on 1/2" sieve	0	-	2
Retained on 3/8" sieve	5	-	35
Retained on No. 4 sieve	80	-	100
Retained on No. 10 sieve	98	-	100
Passing No. 200 sieve	0	-	0.5

Grade 5	Percent by Weight		
Retained on 1/2" sieve			0
Retained on 3/8" sieve	0	-	5
Retained on No. 4 sieve	40	-	85
Retained on No. 10 sieve	98	-	100
Retained on No. 20 sieve	99	-	100

When no aggregate grade is shown on the plans or called for elsewhere in the specifications or bid proposal, Grade 5 aggregate will be furnished.

4. The percent of wear, as determined by ASTM C-131, shall not exceed 25%.

5. The percent loss of the aggregate, as determined by ASTM C-88 using a magnesium sulfate solution and a four cycle test, shall not exceed 30%.

E. Precoated Aggregate

Precoated aggregate shall be Type PB Grade 4 or Grade 5 crushed gravel, or crushed stone as specified in Item 304 of the T.S.D.H.P.T. 1982 Standard Specification for Construction of Highways, Streets, and Bridges with the following exceptions:

1. Those exceptions listed in Paragraph II 2(B) above.

2. The precoated aggregate shall be coated with 1.0 to 2.0 per cent by weight of asphaltic cement of Grade AC-20.

F. Joint Paper

Paper used for starting and stopping asphalt application, as well as making fabricated paper discs to protect manhole covers and valve covers, shall be a non-absorbent, high grade 60# Kraft paper, 30" in width.

The contractor shall cover all manhole and valve box lids with paper discs, furnished by Contractor, immediately before application of asphalt and remove same immediately after application of rock.

G. Delivery Tickets

A legible copy of the delivery tickets for all materials to be used on this project shall be furnished to the City's representative at the time materials are delivered to the project stock pile and storage site.

III. CONSTRUCTION METHODS

A. Equipment

In general, all equipment used on this project shall be in good working order and in sufficient quantity to insure proper expedition of the seal operation.

1. Asphalt Handling Equipment

The asphalt distributor shall have been recently calibrated and the Engineer shall be furnished an accurate and satisfactory record of such calibration. The distributor shall be an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. The Contractor shall provide all necessary facilities for determining the temperature of the asphaltic material in all of the heating equipment and in the distributor, for determining the rate at which asphalt is applied, and for securing uniformity at the junction of two distributor loads. All storage tanks, piping, retorts, booster tanks, and distributors used in storing or handling asphaltic material shall be kept clean and in good operating

condition at all times, and they shall be operated in such manner that there will be no contamination of the asphalt with foreign material. It shall be the responsibility of the Contractor to provide and maintain in good working order a recording thermometer at the storage heating unit at all times.

2. Drag Broom

A drag broom shall be required if the aggregate is not properly distributed. The drag broom shall be furnished at no additional cost to the City.

3. Pneumatic-tire Roller

Pneumatic-tire rollers shall be of the self-propelled type consisting of not less than 7 pneumatic-tired wheels, running on axles in such manner that the rear group of tires will not follow in the tracks of the forward group, and mounted on a rigid frame and provided with a loading platform or body suitable for ballast loading. The roller shall be not less that 10 tons in weight and carry not less than 50 pounds pressure in each tire.

4. Aggregate Spreader

Aggregate spreader shall be an approved self-propelled continuous feed aggregate spreader. The spreader shall be equipped with a disposable trash box for placing debris removed from spreader box scalping screen.

5. Miscellaneous Equipment

The Contractor shall have available for immediate use at no additional cost one rock blade and one drag broom if their use is required by the Engineer. These pieces of equipment shall not be pulled by rollers. In addition, the Contractor shall furnish one tail gate aggregate spreader and one dump truck, equipped to receive the tail gate spreader.

6. Truck Scale

A truck scale conforming to the requirements of item 520 of "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" shall be furnished by the Contractor at aggregate stockpile sites.

B. Surface Preparation

The City of Midland will sweep all streets to be sealed ahead of the Contractor. This sweeping by the City of Midland is not intended to be a final cleaning preparation for the application of asphalt but is intended as an aid to the Contractor.

Prior to placing the seal coat, loose dirt and other objectionable material shall be removed from the existing surface by the Contractor. The surface will be cleaned with rotary brooms. Hand brooms will be used in areas not accessible to the rotary broom. The Engineer shall approve all streets before application of any asphalt.

C. Application of Bituminous Material

Paper shall be spread on the surface for a sufficient distance back form the end of each application so that flow through sprays may be started and stopped on the paper, and so that all sprays will operate properly over the entire length being treated.

No asphaltic material shall be applied when the total of air temperature plus pavement surface temperature is less than 120" F.

No equipment or vehicular traffic shall be allowed to cross over joint paper in place, except the distributor.

Immediately following the application of asphaltic material, the Contractor shall remove all joint paper and load same on a designated vehicle. At the end of each day, all paper shall be disposed of at the City Landfill.

Following all preparation outlined above, the Contractor shall immediately apply asphaltic materials at the specified rates and temperatures designated by the Engineer.

If the Contractor employs only one distributor in the seal operation, he shall be required to seal all designated filets and street stubs in the seal area before moving to another section of the City. If two distributors are used, one distributor will be employed only to seal filets and street stubs.

The use of a second distributor to seal filets and street stubs shall require the following additional equipment; one dump truck equipped with tailgate spreader, and one self-propelled pneumatic roller. All rolling shall be deferred until aggregate is dry.

D. Application of Aggregate

Aggregate shall be immediately and uniformly applied and spread by an approved self-propelled continuous-feed aggregate -8- spreader, unless otherwise authorized by the Engineer. Aggregate shall be applied at the approximately rate directed by the Engineer.

Vehicles used to transport aggregate from stockpiled area to spreading machine shall be weighed and a weight ticket issued for each load. Weight tickets shall show truck identification No., tare weight of truck, gross weight, and net weight of aggregate. The weight ticket shall be delivered to the city's representative at the aggregate spreader.

E. Rolling

A minimum of three (3) rollers shall be employed by the Contractor. Rolling shall be controlled by the Engineer during the entire project. The speed of all rollers will be held to a maximum of 5 miles per hour during the rolling process. When surface moisture is present on aggregate, "Rolling shall be deferred until aggregate is dry.

F. Stockpiling

All aggregate stockpiles shall be placed on a paved surface or areas acceptable to the Engineer.

When dust from the aggregate creates a nuisance or when aggregate fails to adhere to the asphalt the Engineer may require the Contractor to "water down" the aggregate stock pile.

When, directed by the Engineer, or desired by the Contractor, aggregate stockpiles will be "watered down". When the "watered down" aggregate does not adhere to the asphalt properly the Engineer may direct that water for this purpose contain 5% EA10S emulsified asphalt and/or an approved wetting agent. The Engineer may direct the contractor to increase the amount of emulsified asphalt added to the water if, in his opinion, desired results are not being achieved. No separate payment shall be made for emulsified asphalt, water or wetting agent but the cost shall be considered as an incidental cost for furnishing satisfactory aggregate.

G. Cleanup

Clean up shall be maintained on a timely manner as the work progresses. All debris scattered on the sidewalks and driveways shall be swept up by the Contractor. Sweeping debris onto freshly sealed streets shall not be allowed.

City forces will remove excess aggregate from the street and gutters after the project is completed.

H. Maintenance

The Contractor will be required to maintain all sealed streets until final acceptance of the project by the Engineer. Maintenance shall consist of adding additional coverstone when required, rolling, pony blading, or drag brooming.

IV. MEASUREMENT

Asphaltic material shall be measured in gallons at the applied temperature at the point of application.

Aggregate shall be measured by the ton in vehicles as delivered to the aggregate spreader and applied on the street. Trucks will not be allowed to leave the construction area with a partial load. If it becomes necessary for a truck to leave the area because of mechanical failure or other reasons, a second weigh ticket for that truck will be required.

Rolling shall be measured by the hours of actual rolling for each roller.

V. PAYMENT

Payment shall be made as provided under "Measurement" at the unit price bid for "aggregate", "asphalt", and "rolling" and shall be full compensation for furnishing and incorporating the materials "Aggregate" and "Asphalt" (and additives where applicable) into a composite product; for delivering, stockpiling; for brooming, compaction, and rolling; for cleaning the existing surface; for cleaning excess bituminous material; cleaning gutters; for cleaning sidewalks and driveways; for cleaning stockpile sites; for all required maintenance; for pony blading; for drag brooming; for adding additional cover aggregate; for all labor, equipment, supervision, tools, overhead, profit, and any other incidentals necessary to complete the work required under the conditions of these plans and specifications to the satisfaction of the Engineer.

08/07

ASPHALT - RUBBER SEAL COAT

(Stress Absorbing Membrane)

1. SCOPE

This specification covers the material, equipment, and construction procedures for a Stress Absorbing Membrane (seal coat).

2. PREQUALIFICATION OF A NEW ASPHALT-RUBBER MATERIAL

Pre-qualification of a new asphalt-rubber material or applicator may be requested at any time. Pre-qualification will be based on three controlled field applications evaluated after three years' performance under traffic. New asphalt-rubber material that has been evaluated and pre-qualified by an agency recognized nationally may be pre-qualified by that agency upon disclosure of suitable evidence of successful performance. Notwithstanding other agency pre-qualification, the City reserves the right to withhold pre-qualification pending the performance evaluation of local controlled field applications.

3. MATERIALS

3.1 Asphalt

The grade of asphalt cement for the asphalt-rubber mixture shall be AC - 5 or AC - 10 which shall comply with the requirements of Item 300 "Asphalt, oils and emulsions" of Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges. The grade selected shall be based on laboratory testing by the asphalt-rubber supplier, to insure compatibility with the granulated reclaimed rubber.

If indicated necessary by laboratory testing, an approved anti-stripping additive may be added to the asphalt cement up to 1.0 percent by weight of asphalt.

3.2 Granulated Reclaimed Rubber

The granulated reclaimed rubber used shall be produced primarily from the processing of automobile and truck tires. The rubber shall be produced by ambient temperature grinding processes only.

The gradation of the granulated reclaimed rubber when tested in accordance with ASTM C-136 and using a 50 gram +/- 1 gram sample, shall meet the

following requirements:

Sieve Sizes	Percent Passing
#8	100
#10	95 - 100
#16	40 - 60
#30	0 - 10
#50	0 - 5

The use of rubber from multiple sources is acceptable provided that the overall blend of rubber meets the gradation requirements.

The individual granulated rubber particles, irrespective of diameter, shall not be greater in length than 3/16 inch (5mm).

The granulated rubber shall have a specific gravity of 1.15 +/- 0.05 and shall be free of loose fabric, wire and other contaminants except that up to 4 percent (by weight of rubber) calcium carbonate or talc may be added to prevent rubber particles from sticking together. The rubber shall be sufficiently dry so as to be free flowing and not produce a foaming problem when blended with the hot asphalt cement.

The granulated reclaimed rubber shall be accepted by certification from the rubber supplier.

3.3 **Diluent**

The diluent shall have the following properties:

Flash Point	130° F Minimum
Initial Boiling Point (ASTM D-86)	340° F Minimum
Dry Point (ASTM D-86)	390° - 415° F
Total Saturates	85% Minimum

3.4 **Asphalt - Rubber**

The asphalt-rubber supplier shall furnish to the engineer a minimum of 10 days before the beginning of membrane placement, the asphalt-rubber mix formulation which shall contain the following information:

Asphalt Cement
Source of Asphalt Cement

Grade of Asphalt Cement
Percentage of Asphalt Cement by total weight of the asphalt-rubber mixture.

Granulated Reclaimed Rubber
Source of Granulated Rubber
Grade of Granulated Rubber
Percentage of Granulated Rubber by total weight of the asphalt-rubber mixture.

If granulated rubber from more than one source is utilized the above information will be required for each granulated rubber used.

Diluent
Source of Diluent
Grade of Diluent
Percentage of Diluent allowable by volume of the asphalt-rubber mixture.

3.5 **Cover Aggregate**

Aggregate shall be composed of a clean and durable crushed rock, crushed gravel or crushed slag conforming to Item 304 "Aggregate for Surface Treatments (pre-coated)" of Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges, grade No. 3 or No. 4.

Proposed aggregate samples shall be submitted to the asphalt-rubber supplier a minimum of 21 days prior to application, to test for aggregate stripping characteristics. The results shall be submitted to the engineer. Anti-strip will be included as a contingency bid item.

4. **EQUIPMENT**

4.1 **General**

The equipment used by the contractor shall include a self propelled rotary power broom or mobile pickup broom for pavement cleaning and excess cover material removal.

4.2 **Asphalt-Rubber Equipment**

All equipment utilized in the production and application of the asphalt-rubber shall be so designed and accessible that the Engineer can readily determine

the percentage by weight for each material being incorporated into the mixture and shall be as described as follows:

4.2.1 An asphalt heating tank with a hot oil heat transfer system or retort heating system capable of heating asphalt cement to the necessary temperature for blending with the granulated rubber. This unit shall be capable of heating a minimum of 3,000 gallons of asphalt cement.

4.2.2 An asphalt-rubber mechanical blender with a two stage continuous mixing process capable of producing a homogenous mixture of asphalt cement and granulated rubber, at the mix design specified ratios, as directed by the engineer. This unit shall be equipped with a granulated rubber feed system capable of supplying the asphalt cement feed system, as not to interrupt the continuity of the blending process. A separate asphalt cement feed pump and finished product pump are required. This unit shall have both an asphalt cement totaling meter in gallons and a flow rate meter in gallons per minute.

4.2.3 A truck mounted self powered distributor truck equipped with a retort heating unit, and an internal mixing device capable of maintaining a uniform mixture of asphalt cement and granulated rubber. It shall be equipped with a full circulating spreader bar and a pumping system capable of applying asphalt-rubber material within +/- .05 gallons per square yard tolerance of the specified application rate and must give a uniform covering of the surface to be treated. The distributor shall have a boot board on the rear of the vehicle and a bootman shall accompany the distributor. The bootman shall ride in a position so that all spray bar tips are in full view and readily accessible for unplugging if a plugged tip should occur. The distributor shall also include a tachometer, pressure gauge, volume measuring device and a thermometer.

4.3 **Cover Material Spreader**

The cover material (chip) spreader shall be a self-propelled machine with an aggregate receiving hopper in the rear, belt conveyors to carry the aggregate to the front, and a spreading hopper equipped with a full-width distribution auger and spread roll. The spreader shall be in good mechanical condition and be capable of applying the cover material uniformly across the spread at the specified rate.

4.4 **Rolling Equipment**

A minimum of three operational self-propelled pneumatic-tired rollers shall be used for the required rolling of the cover material. The pneumatic tired rollers shall carry a minimum loading of 3,000 pounds on each wheel and a

minimum air pressure of 100 pounds per square inch in each tire.

4.5 **Hauling Equipment**

Trucks for hauling cover material shall be tailgate discharge and shall be equipped with a device to lock onto the hitch at the rear of the cover material spreader. Haul trucks shall also be compatible with the cover aggregate spreader so that the dump bed will not push down on the spreader when fully raised or have too short a bed which results in aggregate spillage while dumping into the receiving hopper.

5. **CONSTRUCTION**

5.1 **General**

Streets to receive the asphalt-rubber stress absorbing membrane or seal coat shall be prepared in accord with Section 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal Coat" of these specifications.

Immediately prior to the application of the asphalt-rubber membrane, the surface shall be thoroughly cleaned in order to insure adequate adhesion of the asphalt-rubber to the pavement.

Due to the handling characteristics of asphalt-rubber, when radii and other irregular areas are to be sealed it is recommended that this be done with an RS or CRS chip seal emulsion or paving grade asphalt cement.

5.2 **Asphalt-Rubber Mixing and Reaction**

The percentage of granulated rubber shall be 23 percent plus or minus 3 percent by weight of total asphalt-rubber mixture, the exact granulated rubber content shall be as determined by the mix design submitted by the asphalt-rubber supplier. During membrane placement the granulated rubber percentage shall not fluctuate more than 1 percent by weight of total asphalt-rubber mixture.

The temperature of the asphalt cement shall be between 350° and 400° F at the addition of the granulated rubber. The asphalt and rubber shall be combined and mixed together in the asphalt-rubber blending unit and reacted in the distributor for a period of time as required by the engineer which shall be based on laboratory testing by the asphalt-rubber supplier. The temperature of the asphalt-rubber mixture shall be above 350° F during the reaction period.

After the reaction between asphalt cement and granulated rubber has occurred, the viscosity of the hot asphalt-rubber-mixture may be adjusted for spraying and/or better "wetting" of the cover material by the addition of a diluent. The diluent shall comply with the requirements of Section 3.3 and shall not exceed 7.5 percent by volume of the hot asphalt-rubber mixture.

When a job delay occurs after full reaction, the asphalt-rubber may be allowed to cool. The asphalt-rubber shall be reheated slowly just prior to application but not to a temperature exceeding 350° F. An additional quantity of diluent not exceeding 3 percent by volume of the hot asphalt-rubber mixture may be added after reheating.

5.3 Application of Asphalt-Rubber Material

Placement of the asphalt-rubber membrane shall be made only under the following conditions.

1. The pavement surface temperature shall be 45° F and rising.

2. The pavement surface is clean and absolutely dry.

3. The wind conditions are not excessive.

4. All construction equipment such as asphalt-rubber distributor, cover material spreader, haul trucks with cover material, and rollers are in position and ready to commence membrane placement operations.

5. Rain is not imminent.

The asphalt-rubber mixture shall be applied at a temperature of 300° to 350° F at a rate of between .55 and .65 gallons per square yard. Transverse joints shall be constructed by placing building paper across and over the end of the previous asphalt-rubber application. Once the spraying has progressed beyond the paper, the paper shall be removed immediately and disposed of as directed by the engineer. All longitudinal joints shall not exceed a four inch overlap.

5.4 Application of Cover Material

Cover material shall be applied immediately to the asphalt-rubber after spreading at a rate of 25 to 35 pounds per square yard.
At the time of application to the asphalt-rubber, cover material shall be

surface dry so as to gain proper adhesion to the asphalt-rubber material.

5.5 Rolling

At least three operational pneumatic-tired rollers complying with the requirements of Section 4.4 shall be provided to accomplish the required embedment of the cover material. At some project locations or where production rates dictate, fewer rollers may be utilized as directed by the engineer. At no time shall there be less than two operational pneumatic tired rollers on a project.

Sufficient rollers shall be used for the initial rolling to cover the width of the aggregate spread with one pass. The first pass shall be made immediately behind the cover material spreader, and if the spreading is stopped for an extended period, the cover material spreader shall be moved ahead or off the site so that all cover material may be immediately rolled. Four complete passes with rollers shall be made with all rolling completed within one hour after the application of the cover material.

5.6 Traffic Control

Except when it is necessary that hauling equipment must travel on the newly applied membrane, traffic of all types must be kept off the membrane until it has had time to set properly. The speed of all hauling equipment shall not exceed 15 miles per hour when traveling over a membrane which is not adequately set. The minimum traffic free period shall not be less than one hour.

5.7 Removing Loose Cover Material

Sweeping can begin a minimum of one hour after membrane placement.

5.8 Method of Measurement and Basis of Payment

5.8.1 Asphalt-Rubber

a) Measurement will be made of the actual number of gallons of Asphalt-Rubber including asphalt placed in accord with these specifications.

b) Payment will be made at the price bid per gallon of Asphalt-Rubber in the bid proposal and will be full compensation for furnishing all asphalt, rubber, extender and for all labor,

equipment and incidentals for placing the asphalt-rubber on the Street surface.

5.8.2 **Cover Aggregate**

a) Measurement will be made of the actual number of tons of pre-coated aggregate placed in accord with these specifications.

b) Payment will be made at the price bid per ton of pre-coated aggregate in the bid proposal and shall be full compensation for furnishing all pre-coated aggregate and for all labor and equipment including rollers and rolling for the complete surface in place.

5.8.3 **Rolling**

a) No measurement will be made of rolling but rolling shall be considered as incidental to placing of the cover aggregate.

b) No separate payment will be made for rolling. The cost of rolling shall be included in the price per ton of cover aggregate in the bid proposal.

5.8.4 **Anti strip agent**

a) Anti stripping agent, when used, shall be measured by the gallon.

b) Payment for anti stripping agent shall be made at the price per gallon of anti stripping agent bid in the bid proposal.

08/07

POLYMER MODIFIED SLURRY SEAL (MICRO-SURFACE)

I. SCOPE

This specification covers the design, application, testing, quality control and measurement and payment for a complete in place "polymer modified micro surface" constructed on existing paved surfaces cleaned and prepared in accordance with the item 2-C-1 "PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL".

2. DESCRIPTION

This specification covers all materials, equipment, construction and application procedures for rut filling and/or surfacing of existing paved surfaces. The micro-surfacing shall be a mixture of cationic polymer modified asphalt emulsion, mineral aggregate, mineral filler, water and other additives, properly proportioned, mixed and spread on the paved surface in accordance with this guideline and as directed by the Engineer.

3. MATERIALS

3.1 Emulsified Asphalt

(1.) The emulsified asphalt shall be a cationic emulsified type, designated as CSS-1P and shall comply with the following requirements.

	Min.	Max.
Viscosity, Saybolt Furol, 25 C (77 F), Sec.	**20**	**100**
Storage Stability test, one day, percent	**-**	**1**
Particle charge test		**Positive**
Sieve test, percent	**-**	**0.1**
Distillation:		**- -**
Oil distillate, by volume of emulsion, %	**-**	**0.5**
Residue, %		**62 -**
Test on Residue from Distillation:		
Penetration, 77 F, 100 g, 5 seconds	**55**	**90**
Ductility, 77 F, 5 cm/min, cm	**70**	**-**
Solubility in trichloroethylene , %	**97**	**-**
Softening Point, R. & B., F	**135**	**-**
Viscosity, absolute 60 C (140 F), Poise		**8000 -**

This standard distillation procedure shall be modified as follows: The temperature on the lower thermometer shall be brought slowly to 350 degrees plus or minus 10 degrees F and maintained at this point for 20 minutes. Complete the total distillation in 60 plus or minus 5 minutes from the first application of heat.

(2). The emulsion shall be modified with an approved Polymer. The distillation residue of the modified emulsion shall contain a minimum of three percent (3%) polymer solids by weight. The modified emulsion shall pass all applicable storage and settlement tests. The polymer material shall be milled into the emulsion or blended into the asphalt cement prior to the emulsification process. The cement-mixing test shall be waived for this emulsion.

(3). The polymer modified emulsified asphalt shall be so formulated that when the paving mixture is applied with the relative humidity at not more than 50% and the ambient temperature at least 75° F, the paving mixture will sufficiently cure so that uniformly moving traffic can be allowed in approximately one hour. Locations such as driveways, Intersections and where sharp turning may take place or where vehicles may accelerate sharply, additional curing time may be required.

(4). The contractor shall notify the Engineer of the source of his asphaltic material prior to the design or production of the surfacing mixture and this source shall not be changed during the course of the project, except on written permission by the Engineer.

3.2 Mineral Aggregate

(1) Description. One Hundred percent (100%) of the mineral aggregate shall be crushed and shall be composed of clean, tough and durable particles of traprock, granite, sandstone or other approved aggregates. A sand equivalent of 65 or higher is required. The aggregate shall have a weight loss of not more than 12% when sodium sulfate is used or 18% when magnesium sulfate is used in accordance with Test Method Tex-411-A, using 5 cycles. The aggregate shall be one that has proven resistant to polishing in roadway surfacing.

(2.) Grades. When tested by Test Method Tex-200-F, Part I, the gradation requirements shall be as follows:

Grade 1 (Fine Graded Surface Course)	Percent Aggregate By Weight
Passing 3/8" sieve	100
Passing No. 4 sieve	98-100
Passing No. 8 sieve	75 -90
Passing No. 16 sieve	50- 75
Passing No. 30 sieve	30- 50
Passing No. 50 sieve	18- 35
Passing No. 200 sieve	5 -15

Grade 2 (Coarse Graded Surface Course)	Percent Aggregate By Weight
Passing 1/2" sieve	100
Passing 3/8" sieve	99-100
Passing No.4 sieve	86- 94
Passing No. 8 sieve	45- 65
Passing No. 16 sieve	25- 46
Passing No. 30 sieve	15 - 35
Passing No. 50 sieve	10 - 25
Passing No. 200 sieve	5- 15

(3.) Mineral Filler. Mineral filler shall be non-air entrained Portland cement that is free of lumps or foreign matter.

3.3 Water

The water shall be portable and shall be free of harmful soluble salts.

3.4 Other Additives

Additives supplied by the emulsion manufacturer may be added to the emulsion mix or to any of the component materials to provide control of the set time in the field.

4. LABORATORY EVALUATION

4.l General

Before work commences, the contractor shall submit a signed mix design covering the specific materials to be used on the project. This design shall be performed by the contractors or suppliers laboratory or by a qualified laboratory chosen by the owner. Once the materials are approved, no substitution will be permitted, unless first tested and approved by the laboratory preparing the mix design. The cost of mix design shall be born by the contractor.

4.2 Designing Job Mix

The qualified laboratory shall develop the job mix design and present certified test results for the contractor approval. Compatibility of the aggregate and modified CSS-1P shall be verified by the mix design. The mix design must be made using samples taken from the actual materials proposed for use in the project and in accordance with the procedures and requirements of Article 5.1 below.

5. PAVING MIXTURE

5.1 Mixture Design.

The mix shall be designed in accordance with Texas State Highway Department Bulletin C-14 and Test Method Tex-204-F, using Test Method Tex-227-F to supplement Test Method Tex-201-F and Tex-202-F to conform to the requirements herein. The above laboratory mixing and curing procedures may be modified as approved by the Engineer. The emulsified asphalt content will be selected by the Engineer to provide an optimum laboratory compacted density within the range of 94 to 97%. A minimum Hveem stability of 35 is required for placements exceeding a depth of twice the maximum aggregate size.

This is a mix design requirement, to be verified by testing of trial batch material prior to placement of project material. Hveem Stability testing will be performed by the selected laboratory. The Engineer will determine the frequency of job control density and stability testing. The Contractor shall furnish the mix design for the type of mixture specified together with applicable design worksheets and data. The Bulk Specified Gravity will be determined for each aggregate to be used in the design mixture. If the determined values vary by 0.300 or more, the mixture design will be by the Volumetric Method, Test Method Tex-204-F, Part II. To substantiate the design, trial mixtures will be produced and tested using all of the proposed project materials and equipment prior to any placement. The Engineer may waive trial mixtures if the same design has been proven to be in conformance with these requirements.

5.2 Composition of Mixture.

The Engineer shall approve the design mix and all micro-surfacing materials and methods prior to use and shall designate the proportions to be used within the following limits.

Residual Asphalt	**6 to 9 percent by weight of dry aggregate or 13.5 to 23 percent by volume of the aggregate**
Mineral Filler	**0.5% to 3.0% by dry weight of aggregate**
Modifier	**As required to provide the specified properties**
Water	**As required to provide proper consistency**

5.3 Type

The paving mixture shall consist of a uniform mixture of coarse aggregate, fine aggregate and asphaltic material. The mix may also contain mineral filler and/or additives when required.

The mixture shall be designed so that the mineral aggregate will produce a gradation, which conforms to the limitations for the master grading for the type specified herein. The gradation will be determined in accordance with Test Method Tex-200-F (Dry Sieve Analysis) and shall be based upon aggregate only. The amount of asphaltic material shall conform to the limitation for the type specified.

The aggregate grade shall be as shown on the plans. If no grade is shown on the plan grade 2 aggregate shall be used.

5.4 Tolerances

The aggregate portion of the paving mixture produced shall not vary from the design gradation by more than the tolerances that follow. The material passing the No. 200 sieve is further restricted to conform to the limitations for the master grading for the type specified. The asphaltic material portion of the paving mixture shall not vary from the design amount by more than the allowed tolerance and is also restricted to conform to the master limits. The method of test for determining the aggregate gradation and asphalt content of the mixture shall be Test Method Tex-210-F or other methods of proven accuracy.

	Percent by Weight or Volume as Applicable
Passing 3/8" sieve, retained on No. 4 sieve	**Plus or minus 5**

Passing No. 4 sieve, retained on No. 8 sieve	**Plus or minus 5**
Total retained on No. 8 sieve	**Plus or minus 5**
Passing No. 8 sieve, retained on No. 16 sieve	**Plus or minus 3**
Passing No. 16 sieve, retained on No. 30 sieve	**Plus or minus 3**
Passing No. 30 sieve, retained on No. 50 sieve	**Plus or minus 3**
Passing No. 50 sieve, retained on No. 200 sieve	**Plus or minus 3**
Passing No. 200 sieve	**Plus or minus 2**

Asphaltic Material Plus or minus 0.5 by wt. or l.2 by vol.

6. EQUIPMENT

6.1 General.

All equipment for the handling of all materials and mixing and placing of the mixture shall be maintained in good repair and operating condition and subject to the approval of the Engineer. Any equipment found to be defective and potentially affecting the quality of the paving mixture will be replaced or, at the option of the Contractor, satisfactorily repaired. It will be the contractor responsibility to prove to the Engineer that the repaired equipment is properly functional.

6.2 Mixing and Proportioning Equipment.

(1.) The material shall be mixed by a self-propelled micro-surfacing mixing machine which shall be a continuous flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, field control additive and water to a revolving multi-blade twin shafted mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, field control additive and water to maintain an adequate supply to the proportioning controls. The machine shall be equipped with self-loading devices, which provide for the loading of all materials while continuing to lay micro surfacing.

The machine shall be equipped with opposite side driving stations to optimize longitudinal alignment. The machine shall be equipped to allow the mix operator to have full hydrostatic control of the forward and reverse speed during application of the micro-surfacing material.

The self-loading devices, opposite side driving stations and forward and reverse speed controls shall be original equipment manufacturer design.

(2). Individual volume or weight controls for proportioning each material to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked.

(3) The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time.

(4) The emulsion pump shall be a positive displacement type and shall be equipped with a revolution counter or similar device so that the amount of emulsion used may be determined at any time.

(5.) The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box.

(6.) The mixing machine shall be equipped with an approved fines feeder that shall provide a uniform, positive, accurately metered, predetermined amount of the specified mineral filler.

6.3 Spreading Equipment.

The paving mixture shall be spread uniformly by means of a mechanical type spreader box attached to the mixer, equipped with paddles, screws or augers to agitate and spread the materials throughout the box. A front seal shall be provided to insure no loss of the mixture at the road contact surface. The rear seal shall act as a final strike off and shall be adjustable and shall break in the middle so that the screed can be adjusted to fit the crown of the street including inverted crowns. The rear seal carrier shall be capable of being fitted with a rubber seal or a steel strike off bar.

The spreading equipment shall be readily adjustable in width so that laying widths can be changed without undue delay before starting each pass if necessary.

The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The seam where two spreads join, shall be neat appearing and uniform.

7. STOCKPILING AND STORAGE.

7.1 Aggregate Storage.

If the mineral aggregates are stored or stockpiled, they shall be handled in such a manner as to prevent segregation, mixing of the various materials or sizes, and contamination with foreign materials. The grading of aggregates proposed for use and as supplied to the mixing plant shall be uniform. Suitable equipment of acceptable size shall be furnished by the Contractor to work the stockpiles and prevent segregation of the aggregates. The mineral aggregate shall be screened and weighed at the contractor stockpile prior to job site delivery. The Engineer shall approve screens and scales.

7.2 Storage and Heating of Asphaltic Materials.

The asphaltic material storage shall be ample to meet the requirements of the plant. Asphalt shall not be heated to a temperature in excess of that specified
in the Item "Asphalt's, Oils and Emulsions" Texas Highway Department 1982 Standard Specifications. All equipment used in the storage and handling of asphaltic material shall be kept in a clean condition at all times and shall be operated in such manner that there will be no contamination with foreign matter.

8. CONSTRUCTION METHODS

8.1 General

It shall be the responsibility of the Contractor to produce, transport, and place the specified paving mixture in accordance with these specifications and as approved by the Engineer.

8.2 Street Preparation

Prior to starting the micro-surfacing operation, streets designated to be surfaced shall be prepared in accordance with item 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal".

8.3 Weather Limitations.

The material shall be spread only when the atmospheric temperature is at least fifty (50 degrees) F and rising and the weather is not foggy or rainy. No material will be placed when the surface on which it is to be placed is below 50° F.

8.4 Final Surface Preparation

Immediately before placing the micro-surface, the area to be sealed shall be thoroughly cleaned of all vegetation, loose aggregate and soil, and moistened. Water for prewetting the surface shall be applied immediately ahead of the spreader box by use of a pressure spray bar equipped with nozzles that produce a fine mist. The rate of application of water shall be sufficient to dampen the entire surface without any free flowing water ahead of the spreader box. The rate of the mist spray shall be adjusted from time to time during the placing operation to accommodate changes in temperature, surface texture, humidity and dryness of the pavement surface.

8.5 Placing the Mix

(1). The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of aggregate and asphalt on the surface. The finished surface shall be neat in appearance without drag marks, excessive buildup or other detracting irregularities.

(2). The speed of operation of the surfacing equipment shall be controlled by the mixer operator at forward speeds between 85 and 225 feet per minute depending on conditions and appearance of the newly placed surface.

If transverse rippling occurs the speed of the equipment shall be reduced until the ripples disappear.

(3). The Engineer shall designate either rubber seal/screed or the steel strike off screed according to the Project requirements.

(4). The depth of mixture in the spreader box shall be carefully controlled to prevent transverse ridging and premature setup of material in the corners of the box and ahead of the screed. In general the depth of mixture in the box should be approximately to the mid point of the auger-agitator.

(5). Auxiliary equipment shall be kept in good working order and free of leaks. Any truck or transport used to bring materials on to the street being surfaced that develops leaks either of the material being transported or fuel and/or oil leaks will be removed from the job site and not allowed to return until it has been thoroughly repaired.

Scales and screens used at the contractors stockpile and storage site shall be kept in good working order.

(6). Spills of surfacing materials or fuel, oil or other detrimental substances on the street ahead of the surfacing operation shall be thoroughly removed before the surface is placed. This may required the operation to be shut down until the street has been cleaned.

(7). No excessive streaks shall be left in the finished surface. When such excessive streaking occurs, the operation shall be immediately stopped and corrective action is taken before resuming the operation.

8.6 Joints

(1). Longitudinal joints shall be placed on lane lines. On residential streets an eight-foot parking lane will be assumed with the centerline being the other lane line.

(2). All longitudinal and transverse joints shall be straight and neat in appearance without excessive build up or bare spots. Any irregularity shall be corrected immediately before the material has started to set up.

(3). The overlap at longitudinal joints shall not exceed 4 inches. When the overlapped pass is only partially set care shall be exercised to avoid skid marks. Any skid marks that occur shall be immediately corrected by removing any partially set material that has been displaced and placing fresh mix in the mark and shaping by use of Lutes, squeegees, hand drags, etc.

Overlapping of longitudinal joints shall not leave a visible build up. Any buildup shall be immediately removed by use of lutes, squeegees, hand drags, shovels or other approved means.

8.7 Mix Stability

The modified mixture shall posses sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading; it shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

8.8 Hand Work

Areas that cannot be reached with the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. The area to be hand-worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from handwork. The same type finish as applied by the spreader box shall be required. Handwork shall be completed during the machine applying process.

8.9 Lines

Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance.

8.10 Work Force

The contractor shall maintain a work force of adequate size to accomplish the work as specified herein, including the loading and transporting of materials to the job site, the placing of the micro surface, the monitoring of joints and surface and the correction of any deficiencies that occur.

If, at any time, the Engineer or his representative determines that the work force is not adequate to perform all the tasks required for the proper completion of the micro surfacing, work on the project will be halted until adequate personnel are provided and/or modifications in procedure are implemented that will assure proper placement of the surfacing material.

8.11 Scratch or Level up course

A scratch or level up course will be required on certain streets as shown on the plans and/or as directed by the Engineer. This course shall be the same material as the polymer modified surface course and will be placed in the same manner except the spreader shall be equipped with a steel strike off screed. This screed shall be set to run as close to the pavement surface as practical.

The appearance of this course is not as critical as the final surface so long as any marks or blemishes that occur are not of such magnitude that they will affect the appearance of the final course.

8.12 Correction of Deficiencies and Blemishes

After the laydown work is completed and before final acceptance by the

Engineer, spot application of micro- surfacing material may be required to correct any deficiencies such as streaks, scuff marks, tire tracks, gaps, etc. to improve the ride quality and overall appearance. The spot application shall be performed with a full width spreader box when required.

9. QUALITY CONTROL

9.1 Materials

The contractor will permit the Engineer and/or the Independent laboratory to take samples of the aggregate and asphalt emulsion used in the project at the Engineers discretion. Gradation and sand equivalent tests may be run on the aggregate and residual asphalt content tests on the emulsion. Test results will be compared to specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet the specifications.

9.2 Polymer Modified Micro-Surfacing

Samples of the material may be taken directly from the mixing unit(s). Consistency and residual asphalt content tests may be made on the samples and compared to the specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet specifications.
The Engineer may use the recorders and measuring facilities of the unit to determine application rates, asphalt emulsion content, mineral filler and additive.

9.3 Non-Compliance

If any two successive tests fail on the stockpile material, the job shall be stopped. It is the responsibility of the contractor, at his own expense, to prove to the Engineer that the conditions have been corrected. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his own expense, to prove to the Engineer that the problems have been corrected and that the
machine is working properly.

10. CLEAN UP

10.1 Protecting and Cleaning Manholes and Valves

Prior to beginning the sealing operation the contractor shall locate all manhole covers and valve boxes in the area to be sealed. Placing one or

more layers of heavy craft paper or other suitable material over them shall protect manhole covers and valve boxes. The protective covering shall be secured in place so that it does not move or tear during the sealing operation. The contractor shall remove the protective covering and any seal material placed over manhole covers and valve boxes as soon as the seal has set sufficiently to prevent damage to the adjoining seal in the process. The edges around manhole covers and valve boxes shall be neat and smooth and shall conform to the shape and size of the manhole cover or valve box.

10.2 Streets

Clean up along streets shall be accomplished as the work progresses and any excess material that is raked onto or otherwise placed on adjoining concrete curb and gutter, valley gutters or fillet areas or on adjacent asphalt or concrete paving shall be removed before it breaks or sets up.

Before a section of street is opened to traffic all clean up work shall be completed on that section.

11. MEASUREMENT AND PAYMENT

11.1 General

Payment will be made for these items listed in the bid proposal only. All work, materials, labor and appurtenance required to complete the project as shown on the plans or called for in the specifications but not listed in the bid proposal shall be considered as incidental and no separate payment will be made. The cost of these incidentals must be included in the price bid for the various items listed in the bid proposal.

11.2 Measurements

(1). Measurement will be made of the actual number of tons of each type or grade of the Composite Polymer Modified Slurry Seal (Micro-Surface) complete in place. For this specification a ton is considered 2000 lbs. and the composite slurry seal mixture is defined as the asphalt,
aggregate and additives.

All materials shall be weighed on certified public scales or the contractor shall place a set of standard truck scales at a site approved by the Engineer. Scales shall conform to the requirements of the item "Weighing and measuring equipment" Texas Highway Department 1982 Standard Specifications.

(2). Aggregate - The quantity of aggregate used in the accepted portions of the work shall be measured by net ticket weight of each individual load of
aggregate shipped to the project from the approved job site scale.

The weight of mineral additive used shall be calculated and included in the total aggregate weight.

(3). Polymer Modified Asphalt Emulsion. The quantity of polymer modified asphalt emulsion in the accepted portion of the work shall be measured by tons of material based on the accepted load tickets issued from the manufacturer. At the completion of the project any unused emulsion shall be weighed back and that quantity deducted from the accepted asphalt emulsion quantity delivered.

11.3 Payment

Payment will be made for the number of tons of micro surface measured at the applicable unit price bid per ton of micro surface in the bid proposal. This payment shall be full and complete compensation for the complete in place micro surface.

08/07

P.V.C. PIPE CASINGS

1. SCOPE

   This item consists of furnishing and installing PVC pipe for casing for future water and electric lines at locations shown on the plans or as directed by the Engineer.

2. MATERIAL

   Pipe shall be ASTM D 1785 schedule 40 PVC pipe or ASTM D 2241 PVC SDR 32.5 pressure pipe. The ASTM designation and schedule or SDR shall be clearly marked on the outside of the pipe.

3. CONSTRUCTION

   Pipe shall be laid in straight alignment and grade in trenches as narrow as the diameter of the pipe can be laid. Pipe shall be placed after the sub grade is prepared but before base material is placed. Bedding under the pipe shall be a minimum of 2 inches in thickness and shall be carefully graded and leveled before pipe is placed. Joints shall be water tight. They may be solvent cement welded using approved materials, or may be made using a gasketed collars or push on gasketed bell and spigot. When collars are used care shall be exercised to assure that the collar is centered over the joint. All joints shall be made in accord with the manufacturer's recommendations. After pipe has been joined and inspected the pipe shall be encased in bedding/encasement material to a thickness of 3 inches above the pipe. Care shall be exercised to be sure the encasement material is worked in under the haunches of the pipe and compacted along the side of the pipe to assure adequate lateral support. The balance of the trench shall be back filled using cement stabilized backfill consisting of 2 sacks of Portland cement to 1 cubic yard of blow sand or crushed caliche mixed with sufficient water to form a stiff place able mixture that can be consolidated in the trench by rodding or vibrating. The back fill shall be "struck off" at the finished sub grade level using square point shovels or suitable screeds. The ends of the pipe shall be tightly plugged to prevent the entrance of water debris or other foreign material. These plugs shall be PVC or rubber stoppers designed to endure until the water lines and/ or electric lines are places.

4. MEASUREMENT AND PAYMENT

   Casing pipe shall be measured by the linear foot along the center of the pipe and shall be paid for at the unit price in the bid proposal.

WATER LINE SPECIFICATIONS

1. SCOPE OF WORK

The work covered by this section consists of all water pipe lines and piping, including valves, valve boxes, tapping sleeves, fire hydrants and other accessories, required to complete the project. The contractor shall furnish all materials, labor, superintendence, tools, equipment and incidentals necessary for the complete construction of this work in accordance with the drawings and these specifications.

2. PIPE AND MATERIAL

2.1 General

Pipe shall be polyvinyl chloride (PVC) AWWA C900, ductile iron AWWA C-151 or steel cylinder concrete pipe AWWA C-303.

2.2 Polyvinyl Chloride (PVC) Pipe

A. PVC pipe furnished for use on this project shall conform to the requirements of AWWA C900 Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. through 12 in., for water distribution pressure class 150, DR18. and shall be NSF approved for potable water supply.

B. The pipe furnished shall have an integral bell designed for joint assembly using elastomeric seals.

C. Markings for the pipe shall include all the requirements of AWWA C900 and the MSF approval stamp.

D. Elastomeric seals shall be furnished by the pipe manufacturer. Seals shall be manufactured to conform with the requirements of ASTM F4 77 and shall be specifically designed for use with the pipe furnished.

E. Lubricants intended for use with PVC pipe and seals (gaskets) shall be compatible with both PVC and the seal material. Lubricant shall not support growth of bacteria and shall not adversely affect the potable quality of the water that is to be transported.

F. Pipe laying lengths shall be 20'.

G. Service taps on PVC water lines shall be made using hinged type or double strap type saddles. Tapping saddles shall support the full circumference of the pipe and shall have a bearing area of sufficient width along the axis of the pipe to prevent distortion of the pipe when saddle is tightened.

No direct taps into the wall of PVC pipe will be permitted.

Seals for tapping saddles shall be recessed into the body of the saddle and shall be

a rubber - compound conforming to the requirements of ASTM F477.

Tapping saddles shall be SMITH-BLAIR Taper Seal Style 313 or DMD Dresser style 194 or approved equal.

H. Tapped connections for water mains and fire lines made on PVC water mains shall be accomplished using full bodied ductile iron tapping sleeves of a pressure rating equal to or greater than the pressure rating of the pipe specified.

I. Bedding for AWWA C900 PVC water pipe shall extend from a minimum depth of 4 inches below the outside of the water line to a minimum cover of 6 inches over the top outside of the water line.

J. AWWA C900 PVC water pipe shall be installed in accord with the applicable requirements for installing ductile iron pipe.

Care shall be taken to install each joint of PVC water pipe to, but not beyond the factory insertion mark on the pipe.

When a joint of PVC water pipe must be cut, the end of the pipe shall be carefully beveled to match the factory bevel on the uncut pipe. An insertion mark matching the factory insertion mark on the uncut pipe must be made before the pipe is inserted into the bell.

When PVC water pipe is to be inserted into a ductile iron fitting or valve, the factory bevel must be removed to form a square plain end pipe.

2.2 (a) Metallic Marking Tape (For PVC Water Pipe)

2.2(a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.2 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted blue on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED WATER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Warning Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.2(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.2(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.3 Ductile Iron Pipe

A. All ductile iron pipe used in the construction of water works improvements shall be Cement Lined and shall be manufactured in accordance with and shall meet the requirements of AWWA Specification C-l5l.

B. Pipe shall be cast in lengths of not less than l2 feet and shall be designed for a working pressure of l50 pounds per square inch. Thickness of ductile iron pipe shall be as shown on the plans and bid proposal or shall be computed in accordance with AWWA Specification C-l50, based on l50 pounds per square inch working pressure for 10 feet of cover and laying condition 2.

C. All ductile iron pipe shall have an exterior, bituminous coating and an inside cement-mortar lining in accordance with the requirements of AWWA Specification C-l04.

2.4 Polyethylene Plastic Tubing

Service lines shall be constructed with polyethylene plastic tubing as specified in ASTM D 2737 with a rating of l60 psi.

2.5 Ductile Iron Pipe Fittings

All fittings for ductile iron pipe and PVC pipe shall be ductile iron and shall be mechanical joint all connections except tees for fire hydrant leads unless shown otherwise on the plans. Tees for connecting fire hydrant leads shall be MJ- with a flange outlet.

All ductile iron fittings shall conform to AWWA Specification C-110, designed for a working pressure of 250 psi. All ductile iron fittings shall have an external coating and shall be cement lined in accordance with the specifications for coating and lining the pipe.

2.6 Pretensioned Concrete Cylinder Pipe

A. The contractor shall furnish and install all concrete cylinder pipe and fittings, including connections and appurtenances complete as shown on the plans and specified herein.

B. The contractor shall submit six (6) sets of full and complete shop drawings on the concrete cylinder pipe and fittings. All of the drawings and data shall be complete and shall include a complete description of the pipe offered, including cuts, tabulated layout and all pertinent engineering data required for a complete evaluation of the submittal. Submittal data shall be in such form and so presented that the Engineer may readily review the data.

C. Prior to delivery of the pipe to the project site, the manufacturer shall furnish an affidavit certifying that all pipe, fittings, and specials, and other products and materials furnished, comply with the applicable provisions of this specification.

D. The pipe manufacturer shall furnish a factory trained, job experienced field representative who shall visit the project periodically during the course of installation. He shall also be subject to call by the contractor and/or engineer to advise and assist with the solution of field problems.

During visits, the representative shall observe all phases of the project including location and condition of pipe strung ahead of the contractor, trench width, if applicable, bedding and backfill, assembly of pipe joints and protection of steel. If, in the opinion of the representative any phase of the installation is unsatisfactory, he shall so advise the contractor's superintendent and also advise the owner or engineer's representative on the job site.

E. All closure sections shall be the jack on type and "field welding" will not be permitted without the written permission of the engineer.

F. Pipe manufacturer will install all necessary taps for the contractor to disinfect and field hydrostatic test the pipe.

G. Pretensioned concrete cylinder pipe, fittings and specials shall be designed, fabricated and tested in accordance with the latest requirements of AWWA C-303, "Reinforced Concrete Pressure Pipe Steel Cylinder Type, Pretensioned, for Water and Other Liquids" with additional requirements or modifications as described herein.

H. Pretensioned concrete cylinder pressure pipe shall be designed for l50 psi, working pressure and manufactured in 32 foot nominal lengths in accordance with the provisions of AWWA Standard C-303.

I. Inspection and Testing

(1) The owner reserves the option to have an independent testing laboratory, at the owner's expense, inspect pipe and fittings at the pipe manufacturer's plant to ensure compliance with the applicable specifications. The owner's testing laboratory and Engineer shall have free access to those parts of the manufacturer's plant that are necessary to ensure compliance with the governing standard. The pipe manufacturer shall notify the owner, in writing, at least two weeks ahead of pipe fabrication as to start of fabrication and fabricating schedule so that the owner can advise the manufacturer as to owners' decision regarding tests to be performed by an independent testing laboratory. In event the owner elects to retain an independent testing laboratory to make material tests and weld test, it is the intent that the tests be limited to one spot testing of each category unless the tests do not show compliance with the standard. If these tests do not show compliance, the owner reserves the right to have the laboratory make additional tests and observations to ensure compliance of the finished product with the standard.

(2) In any event, the manufacturer shall perform the tests described in AWWA C 303, and furnish the owner with a copy of the test reports, if requested, at the expense of the pipe manufacturer. The pipe manufacturer shall furnish the owner with affidavit of compliance as outlined in the standard.

(3) All welds for water tightness in special pipe and fittings that have not been hydrostatically tested may be examined by use of visible dye penetrant system meeting requirement of ASTM El65; however, collar reinforcement and all other lap welds shall be tested by introducing air under l0 psi pressure between the collar and cylinder and checking for leaks around and through the welds with soap solution.

The area to receive the dye penetrant shall be cleaned free from contaminants that might interfere with the penetrant process. The temperature of the steel in the weld area shall be between 60 and l25 degrees F. when the penetrant is applied. Dwell time of six hours shall be allowed after application of the penetrant and developer before interpreting the results.

Defects that are found shall be repaired and the test repeated until all defects

are eliminated. Colored penetrant shall be removed before fittings are lined.

2.7 Casing Pipe

Casing pipe to be installed in bore or open cut may be limited service pipe, corrugated galvanized steel pipe or new straight seam or spiral welded steel pipe. Casing pipe shall be furnished in thickness or gage as shown on the plans.

Limited service pipe proposed for use on this project must be approved a minimum of four (4) working days prior to the time of opening bids and shall be in good condition and shall meet the same service requirements as the corrugated galvanized steel or welded steel pipe.

Welded steel casing pipe shall be coated inside and out using a coal tar epoxy or shall be bituminous coated in side and out by the hot dip method.

2.8 Bedding Materials

A. All water pipelines placed on this project shall be bedded with crushed stone bedding materials to the minimum as shown on the plans and in the Detail Drawings.

B. Granular material furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note, all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM c33 Grade #57	X			
ASTM C33 Grade #67	X			
ASTM C33 Grade #8		X	X	
THD 1982 ITEM 302 Type "D" Grade #4		X	X	
THD 1982 Item 302 Type "D" Grade #5			X	
Crusher Fines**			*X	X

* 100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the 3/4" sieve.

** Approximate Gradation for Crusher Fines

Sieve Size	% Passing
2 inch	100
#4	35 - 100
#10	20 - 100
#40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

C. Granular materials provided for Foundation, Bedding, Encasement, or backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B Bedding where specified.
Granular Encasement	Placed below an elevation one half (6") foot above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.
Granular Backfill	Placed below the surface base course, if any, as the second stage of backfill, to minimize trench settlement and provide support for surface improvements.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

3. **VALVES AND VALVE BOXES**

3.1 General

A. Valves 4" through l2" shall be resilient seated gate valves with non-rising stems and shall open by turning to the left (counter clock wise).

B. Valves l4" and larger shall be resilient seated butterfly valves and have operators suitable for direct burial and shall open by turning to the left (counter clock wise).

All valves except valves for use in fire hydrant leads shall have mechanical joint ends unless shown otherwise on the plans. Valves for use in fire hydrant leads shall be flange by mechanical joint.

C. All valves and fire hydrants shall be spray coated with a two component thermal setting epoxy to cover all interior wetted ferrous surfaces. Finished coating shall have a minimum thickness of 4 mils. The coating shall conform to the coating section of these specifications.

D. All valves for buried service shall be equipped with 2" square AWWA operating nuts.

3.2 Gate Valves

A. Gate valves shall be iron body, resilient **wedge gate** and shall be in compliance with AWWA Standard C-509-80 or latest revision thereof and shall have the following design features:

B. All valves shall have a working pressure of 200 psi and shall be bottle tight tested at this pressure from both directions. The gate body shall also be hydrostatically tested at 400 psi. Zero leakage will be required in all tests. The body, bonnet, and stuffing box shall be flange together with ASTM A-307 Grade B bolts and nuts to insure repairability.

C. Stems shall be machined from modified manganese bronze rod with an integral forged thrust collar machined to size.

D. Stem seals shall be dual "O" ring type.

E. Valve discs shall be rubber encapsulated or have disc seat rings molded of natural rubber, internally steel reinforced retained to the disc by self-locking type 304 stainless steel screws. Valve gates shall seat against a machined epoxy coated mating surface in the body of the valve.

F. All internal ferrous metal surfaces (machined or cast) shall be factory spray coated with a two component thermosetting epoxy to a nominal thickness of 4 mils and the exterior shall be coated with asphalt varnish as specified for coating of the pipe. (See Sec. 3.4 of these specifications for epoxy coating).

G. Valves shall be Mueller A-**2360** or Dresser-M&H **4067** or approved equal. Any alternate (approved equal) to these specifications **shall have completely interchangeable parts with either of the specified valves.**

3.3 Butterfly Valves

A. General - All butterfly valves shall be of the rubber seated tight-closing type. They shall meet or exceed AWWA Standard C-504, Class l50B. Both valve ends shall be mechanical-joint per AWWA Standard C-lll. Accessories (bolts, glands, and gaskets) shall be supplied by the valve manufacturer.

B. All valves must use full AWWA C-504 Class l50 B valve shaft diameter, and full Class l50 B underground service operator torque rating throughout entire travel, to provide capability for operation in emergency service.

C. Valve body shall be high strength cast iron ASTM A 126 Class B with l8-8 type 304 stainless steel body seat. Valve vane shall be high strength cast iron ASTM A 48 Class 40 or ASTM A 536, Grade 65-45-l2 ductile iron having rubber seat mechanically secured with an integral l8-8 stainless steel clamp ring and l8-8 stainless steel self locking screws.

D. Rubber seat shall be a full circle 360° seat not penetrated by the valve shaft. Valve shall have permanently set two way thrust bearing. Packing shall be designed for permanent duty in underground service.

E. Valve operator shall be of the traveling nut type, sealed, gasketed and lubricated for underground service. It shall be capable of withstanding an overload input torque of 450 ft. lbs. at full open or closed position without damage to the valve or valve operator. It shall be designed to resist submergence in water to 25 ft. head pressure. Number of turns to operate valve shall be as listed below in order to closely resemble conventional distribution valve practices and to minimize water hammer:

Pipe and Valve Size	Turns to close	Pipe and Valve Size	Turns to Close
4" - 6"	16-1/2	14" - 16"	48"
8"	24	18" - 20"	72
10" - 12"	36	24"	90

F. Valves shall be capable of easy closure by one man using standard valve key, even under emergency line-break conditions as severe as those that would - cause a valve maximum opening torque requirement of as much as two times AWWA Class l50 B.

G. All valves shall be tested bottle-tight at rated working pressure by the manufacturer as follows:

l4" up. . . . . l50 psi

In addition a hydrostatic test with vane partially open shall be given to the assembled valve as follow:

l4" up. . . . . 300 psi

H. Valve shafts shall be l8-8 type 304 stainless steel. Shaft bearings shall be of the self lubricating sleeve type.

I. Valve discs or vanes for valves 30" and larger shall be the flow through (bridge or truss) type.

J. Butterfly valves shall be Dresser-M&H Model "450", "4500" or "l450" or Mueller line seal III or approved equal. Alternates (approved equal) to these specifications must be approved in writing 48 hours prior to time bids are received.

3.4 Coating

A. The coating shall be a two part thermosetting epoxy protective coating and shall function as a physical, chemical and electrical barrier between the base metal to which it is applied and the surroundings.

B. The coating shall be non-toxic and shall not impart taste to water. The coating must be formulated from materials deemed acceptable per the FOOD AND DRUG ADMINISTRATION DOCUMENT TITLE 2l of the FEDERAL REGULATIONS ON FOOD ADDITIVES SECTION l2l.25l4 entitled, RESINS AND POLYMERIC COATINGS.

C. The coating shall have a satin finish and shall be suitable for field over coating and touchup with same coating material without sanding or special surface preparation, or application of heat in excess of room temperature.

D. The coating shall have a successful record of performance in valves, pipe or other allied equipment for a minimum of two years.

E. The coating adhesion to the substrate shall exceed cohesion of the coating film as demonstrated by the following test:

(1) Prepare test panel and apply coating per manufacturer's recommendation.

(2) After sample has properly cured per manufacturer's recommendation, scribe an "X" using a sharp knife or scalpel through the coating to the metal substrate.

(3) Then with the point of the knife at the juncture of two scribes, attempt to lift off coating. Coating should not lift off substrate or between coats readily, but should break up leaving coating material on the substrate of this damaged area.

(4) No disbandment of the film shall be noted as tested above after immersion in tap water for l500 hours at l00`F.

F. A falling sand abrasion test using ASTM D968 shall produce an abrasion coefficient of 25-30 liters/mil. As an alternative, a Taber Abrader Test should find 3.5 - 3.7 milligrams coating loss per l00 cycles when using a CSF l0 Wheel (l000 gram weight).

3.5 Valve Boxes

All valves to be used in buried service shall be enclosed in cast iron valve boxes. Care shall be taken to place and maintain the 2" square operating nut in the center of the valve box. The valve box shall be two piece cast iron suitable for use with PVC pipe box risers. The 6 inch diameter cover shall be marked " Water". The PVC riser pipe shall be furnished in lengths as required (minimum pipe cover 42") PVC pipe for valve box riser may be ASTM C-900, ASTM D1785 schedule 40, ASTM D2241 pressure class 125 or ASTM D3034 DR 35. Valve boxes shall have a concrete ring 8" thick and having a radius equal to the radius of the valve box plus one foot (1') cast around them. Valve boxes placed in unpaved areas shall be set level with or slightly higher than the finished ground elevation. Valve boxes set in paved areas shall match the finished pavement surface.

3.6 Fire Hydrants

A. Fire hydrants shall conform to the requirements of AWWA C 502 dry barrel type. The fire hydrants shall be designed for a depth of bury of 4.5 feet, however the depth of bury may vary according to field conditions and extensions or shorter bury depth may be required.

B. The hydrants shall have a 5-l/4 inch valve opening, two 2-l/2 inch hose nozzles and one 4-l/2 inch pumper nozzle.

C. Hose threads shall be National Standard threads.

D. The hydrants shall be sized for 6-inch mains and shall have an inlet connection compatible with the type pipe used. All gaskets, nuts, bolts and other jointing materials shall be considered part of the fire hydrant installation.

E. Operating nut shall be standard l-l/2 inch pentagon opening counter-clockwise. The hydrant shall close with the pressure.

F. Hydrants shall be painted Federal Safety Yellow.

G. Fire hydrants shall have all interior wetted ferrous surfaces epoxy coated as required in the general and coating section of this item.

H. The hydrants shall have a minimum of two (2) drain holes located on opposite sides of the hydrant. The entire drainage channel must be made of non-corrosive material and sealed by acceptable resilient material (metal and/or leather seals are not acceptable).

I. The hydrants shall have a breakable safety flange and breakable stem coupling which breaks cleanly upon impact.

J. The hydrants shall be AWWA improved type hydrants and shall have self-oiling reservoirs.

K. Fire hydrants shall be the Mueller Centurion, the Dresser -M & H 929 Reliant, or The American Darling.

4. EXCAVATION, TRENCHING BEDDING AND BACKFILLING

4.l Trenching

A. The trench shall be excavated to the lines and grades as established by the engineer and as shown on the plans. The depth of cover for all main lines on which the grades and elevations are not shown on the plans, shall in general be Forty-two (42) inches. The amount of cover may vary over or under 42 inches as directed by the engineer but in no case will the amount of cover be less than thirty-six (36) inches. Depth of cover for service lines shall be as shown on the detail drawings.

B. Water lines constructed in proposed streets and service drives shall have the depth of cover measured from the finished grade. The contractor is hereby cautioned that proposed street finished grades are sometimes cut below the existing ground elevation.

C. The minimum width of the trench shall be the outside diameter of the pipe plus twelve (l2) inches for pipe diameter through l8", the outside diameter of the pipe plus eighteen (l8) inches for pipe diameters over l8". The trenching equipment shall be maintained on a sufficiently level road bed to provide substantially vertical trench walls. The maximum horizontal offset of the trench wall from bottom of trench to the top of the trench (under-cutting) shall be four (4) inches.

D. The trench shall be over excavated to an even grade to the depth of required bedding so that the bottom of the pipe will rest on a uniform thickness of bedding material on the bottom of trench throughout the entire length of the pipe. In order to obtain a true even grade, the bedding material shall be fine graded by hand. On lines that are to be laid to established grades batter boards shall be set at fifty foot intervals and the trench graded to the established grade.

E. Any part of the trench excavated below grade shall be corrected by filling with bedding material. The bedding material shall be thoroughly compacted.

E. If large rock, rock fragments or other unyielding materials are encountered in the bottom of the trench they shall be removed to a depth of six inches below grade, and the void filled with thoroughly compacted approved bedding material.

G. Bell holes of ample dimensions shall be dug at each joint to permit the jointing of pipe to be made properly and of sufficient depth to prevent the bell of the pipe from resting on undisturbed materials.

H. Wherever necessary to prevent caving, the trench shall be adequately braced and sheeted. Trench safety shall be in accordance with item l4 "Shoring and Sheeting of this specification.

I. Trench digging machinery may be used to make the trench excavations except in places where operation of same would cause damages to trees, buildings or other existing structures either above or below ground. In such instances hand trenching methods shall be employed.

J. All excavated material shall be stockpiled in a manner that will not endanger the work or existing structures and that will cause the least amount of obstructions to walks and driveways.

K. There will be no classification of the excavated materials and the term excavation shall include all materials encountered in excavating the trenches or structural excavations.

L. The contractor shall take all necessary precautions for protecting paved areas from being damaged by the trenching and backfilling equipment. Any damage done to any paved area, outside of the area set forth in the plans, as a result of the construction work shall be repaired by the contractor at his own expense.

M. Where the lines are located behind curbs, the contractor shall take special precautions to protect trees and shrubs. Care shall be exercised to cause as little damage to lawns as possible.

Where lines cross under curbs, gutters or curbs and gutters, tunneling will be required.

N. Blasting for excavation of solid rock will be permitted only after securing the

approval of the Director of Engineering and Transportation and the engineer and only when proper precautions are taken for protection of persons and property. The hours of blasting will be fixed by the engineer. Any damage caused by blasting shall be paid for by the contractor. The method or procedure relative to blasting shall conform to all state laws and local ordinances.

O. The contractor will be required to locate all known utility lines, including consumer service lines, far enough in advance of the trenching to make proper provisions for protecting the lines and to allow for any deviations that may be required from the established lines and grades.

P. The contractor shall not be allowed to disrupt the service on any utility lines except consumers service lines, which may be taken out of service for short periods of time, if the contractor obtains permission from the engineer and from the owner of the premises being served by the utility.

Q. The contractor shall immediately notify the proper utility company of any damage to utility lines, in order that service may be reestablished with the least possible delay. Repair of any damage to existing lines and the repair of consumer lines which are authorized to be cut or temporarily taken out of service shall be made by the contractor at his own expense, and as directed by an official representative of the utility company involved.

R. All utility lines shall be properly supported to prevent settlement or damage to the line both during and after construction.

S. Any permanent relocations of existing utility lines shall be done by the proper utility company without expense to the contractor.

4.2 Backfill General

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by- section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

C. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited where directed by the Inspector at no additional compensation.

D. In the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated

materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

E. Suitable material shall be defined as a mineral soil reasonable free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

F. Backfill materials shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon. The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

G. Within the pipe bedding and encasement zones described as that portion of the trench which is below an elevation one foot above the top of the pipe, the materials placed shall be limited in particular size to 3/4 inch maximum. For larger pipe in access of 18 inches in diameter the Engineer may allow particle sizes up to 2 inches maximum if it can be shown that the backfill can be satisfactorily compacted without leaving voids or damaging pipe or joints. Above these zones, the placement of material containing stones, boulders, chunks, etc. shall be governed by the layer thickness and compaction equipment capabilities.

H. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone material, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

I. The maximum loose thickness of each backfill layer shall be l2 inches, except that l6 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. "Hydro tamps" or "vibra tamp: or other heavy vibrating equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

J. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after

completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor's discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

K. Until final acceptance of the project, the Contractor shall assume full Responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

4.3 Backfill Procedure above Pipe Zone, in Public Rights-of-way and other areas where settlement is important.

A. Backfill above the pipe zone shall be made using Portland cement stabilized backfill or crushed stone screening (crusher fines).

B. Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using portland cement stabilized backfill material or crushed stone screening (crusher fines).

C. The minimum depth of stabilized backfill or crusher fines shall be twelve (12") inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.

When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in new streets that are scheduled for immediate paving or in streets in a new subdivision for which a paving contract with the property developer has been approved the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8") inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities stabilized backfill shall extend to the top of the course the contractor has finished. In no case shall the backfill extend above the top of the base course.

If the final course of asphaltic concrete has been placed, the street or alley surface shall **NOT** be cut for utility installation.

In new streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6") inches in which case the maximum depth of the "pipe zone" shall be limited to six (6") inches above the top of the utility line or conduit.

D. Backfill Materials

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall **NOT** be used.

The Contractor shall submit a mix design prepared by an approved Commercial Laboratory that will produce a minimum 7 day compressive strength of 150 psi. In no case shall the minimum cement content of the mix be less than 1 sack per cubic yard.

(2) Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

(3) Caliche used for Portland cement stabilized backfill shall be crushed material con-forming to Texas State Department of Highways and Transportation 1982Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

(4) Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

(5) Native soil used for Portland cement stabilized backfill shall be clean, free from clods and organic matter, and rock in excess of 2".

(6) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the following gradation

Sieve Size	% Passing
2"	100
#4	35-100
#10	20-100
#40	5-35
#200	4-10

and may be the by product of crushing stone for other purposes or may be stone specifically crushed for use in backfill. Crusher fines not meeting these specifications may be approved for backfill upon demonstration that the desired results will be obtained.

E. Backfill Construction

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche, sand or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade Mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety five (95%) modified proctor density by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

(c) The mix design used must be for the method of placement chosen.

(2) Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

(3) Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench.

The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve (12") inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90% modified proctor will be deemed adequate compaction.

5. INSTALLATION OF DUCTILE IRON PIPE

5.1 Pipe Laying - General

A. All pipe and accessories shall be unloaded, handled, laid, jointed, tested for defects and for leakage and chlorinated in the manner herein specified.

B. The pipe, fittings, valves, and accessories shall be inspected upon delivery and during the progress of the work and any material found to be defective will be rejected by the engineer and the contractor shall remove such defective material from the site of the work.

C. The contractor shall be responsible for all material furnished by him and he shall replace at his own expense all such material that is found to be defective in manufacturer or has become damaged in handling after delivery.

D. All pipe, fittings, valves, and other accessories shall, unless otherwise directed, be unloaded at the point of delivery, hauled to and distributed at the site of the work by the contractor. Loading and unloading, of pipe and fittings shall be by hoisting or by sliding, or rolling on skidways in such a manner as to avoid shock or damage to the material. Under no circumstances shall pipe or fittings be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.

The pipe, fittings and accessories shall be placed along the site in such a manner as to be kept as free as possible from dirt, sand, mud, and other foreign matter.

E. All pipe shall be laid and maintained to the lines and grades shown on the plans
or as established on the ground by the engineer.

F. Wherever it is necessary to deflect pipe from a straight line either in a vertical or horizontal plane to avoid obstructions, to plumb valves and hydrants, or where vertical or horizontal curves are shown or permitted, the degree of deflection at each joint shall not exceed the maximum deflection recommended by the manufacturer of the particular kind of pipe being laid and the degree of deflection shall be approved by the engineer.

G. After the trench grade has been completed and all bell holes dug and the grade inspected, the pipes and accessories my be placed in the trench. All pipe, fittings, valves, and hydrants shall be carefully lowered into the trench piece by piece by means of derricks, ropes, or other suitable tools or equipment, in such a manner as to prevent damage to the material in any way. Under no circumstances shall pipe or accessories be dropped or dumped in the trench.

H. Before lowering into trench the pipe shall be again inspected for defects and the pipe while suspended shall be lightly hammered to detect cracks. Any defective, damaged or unsound pipe and materials shall be rejected.

I. All foreign matter or dirt shall be removed from the inside of the pipe and from all bells, spigots or parts of the pipe used in forming the joint, before the pipe is lowered into the trench, and it shall be kept clean by approved means during and after laying.

5.2 Laying and Jointing Ductile Iron Pipe

A. Unless otherwise directed, pipe shall be laid with bells facing in direction of laying; and for lines on appreciable slopes, bells shall, at the discretion of the engineer, face up grade. Cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or the cement lining.

B. The jointing shall be completed for all pipe laid each day. No open joints will be left in the trench overnight. At times when pipe laying is not in progress, the open ends of pipe shall be closed by approved means. No trench water shall be permitted to enter the pipe.

C. No pipe shall be laid in water, or when the trench conditions or weather is unsuitable for such work, except by written permission of the engineer.

D. Rubber Gasket joints for cast iron or ductile iron pressure pipe and fittings shall conform to AWWA Standard C-lll.

E. Before laying the pipes, all lumps, blisters and excess coal tar coating shall be removed from the bell and spigot ends of each pipe; the outside of the spigot and the inside of the bell shall be wire brushed and wiped clean and dry. Pipe ends shall be kept clean until joints are made.

F. The pipe and fittings shall be properly aligned and free to move in any direction while bolting, and the bolts shall be gradually tightened at a uniform rate around the entire flange.

G. Flange joints where used shall be bolted with flange bolts of best quality mild steel and of the size and length required by AWWA C-ll5: Bolts and nuts shall be provided with standard hexagonal heads. Gasket rings shall be used and shall be made of best quality rubber composition sheet packing one-eighth (l/8) inch thick, of a brand and quality approved by the engineer.

H. Standard plugs shall be inserted into the bells of all dead end pipes, tees, or crosses and spigot ends shall be capped. Plugs or caps shall be jointed to the pipe or fittings in the same manner used in joining the pipe.

6. SPECIFICATIONS FOR INSTALLING PRETENSIONED CONCRETE CYLINDER PIPE

6.l General

The applicable portions of the specifications for installing ductile iron pipe shall apply except as amended or supplemented herein.

6.2 Pipe Laying

A. Pipe and fittings shall be handled with care at all times to avoid damage. They shall be lifted by hoists or slide or rolled on skid-ways in such manner as to avoid shock. Under no circumstances shall they be dropped. Pipe must not be skidded or rolled against other pipe or object.

B. Just before making the joint, the bell and spigot rings shall be thoroughly cleaned by wire-brushing until clean and dry. The gasket and the inside surface of the bell shall be lubricated with a light film or soft vegetable soap compound (flax soap) to facilitate telescoping the joint. The rubber gasket shall be stretched uniformly as it is placed in the spigot groove to insure a uniform volume of rubber around the circumference of the groove.

C. The joint shall be telescoped by pulling directly along the centerline of the pipe so that the spigot enters squarely into the bell. After the spigot has been telescoped into the bell, the bell end of the pipe being laid shall be moved in accordance with the plans to secure proper grade and alignment. After the joint is in place, a thin metal feeler gauge shall be used to check the position of the rubber gasket around the circumference of the joint.

D. The inside joint recess shall be filled immediately prior to placing the pipe together by buttering the bell end with mortar. After the joint is engaged, the joint mortar of pipe l8" in diameter and larger shall be finished off smooth by hand. The mortar in pipe smaller than l8" in diameter shall be smoothed and cleaned with a swab.

E. After the spigot has been telescoped into the bell, the joint checked and found satisfactory, a canvas wrapper shall be placed around the pipe, covering the joint. The canvas type wrapper shall be of the quality manufactured by the Mar-Mac Manufacturing Company or approved equal burlap type, and shall be hemmed at each edge to allow threading with a steel strap to securely fasten the wrapper around the pipe by means of a stretcher and sealer.

The wrapper shall have a minimum width of 7" and sufficient length to encircle the pipe leaving enough space between the ends at the top to allow the cement mortar to be poured. The entire joint shall be poured with cement mortar and rodded or agitated to eliminate voids and settlement. Prior to pouring the cement mortar the joint shall be thoroughly cleaned and saturated with clean water. Any joint showing shrinkage or excessive cracking shall be cleaned and remade. In hot weather,

additional measures may be required to obtain the best quality of joint, such as additional wet burlap, curing membrane, or immediate careful and well controlled backfilling of the joint with damp earth.

F. The mortar used at the exterior joint shall consist of one part Portland cement to 2-l/2 parts fine, sharp, clean sand and mixed with water to the consistency of thick cream. Mortar required at the joint shall not be placed in freezing weather unless adequately protected from freezing.

G. The joints for pipe to be installed in casing shall be made as for pipe laid in trench except that the outside portion of the joint shall be wrapped in a special polyurethane wrap impregnated with unhydrated cement manufactured for this purpose, prior to being jacked into the casing pipe. The wrap shall be "Flex-Protex" as manufactured by Mar-Mag Mfg. Corporation or approved equal. The interior of the joints shall be mortared after the pipe to be installed in casing has been jacked into place. The pipe shall not be moved after interior mortaring is completed. After the water line has been installed in the casing the ends of the casing shall be sealed using concrete or cement mortar.

H. Steel cylinder reinforced concrete pipe shall not be pressure tested until it has been in place a minimum of l4 days.

I. The contractor shall fill the steel cylinder reinforced concrete pipe under slight pressure and allow approximately 24 hours for water absorption by concrete lining before performing pressure test.

7. SETTING VALVES, VALVE BOXES, FIRE HYDRANTS AND FITTINGS

7.1 General

Valves and fittings shall be set at the locations shown on the plans or at locations as established by the engineer, and shall be set and jointed to the pipe in the manner heretofore specified for pipe installation. All valves buried in the ground shall have a cast iron valve box set over the valve and set to grade. All valves shall be set vertical, unless otherwise specified, and shall be thoroughly inspected and checked for operation before installation.

7.2 Valve Boxes

Cast Iron valve boxes shall be firmly supported and maintained centered and plumb over the wrench nut of the valve, with box cover flush with the surface of the ground or street paving.

Valve boxes shall be supported by a ring of concrete as shown on the plans and Detail Drawings. This ring shall be Class "A" concrete having a minimum thickness of six (6") inches and shall extend a minimum of twelve (12") inches in all directions from the outside diameter of the valve box and shall be supported on thoroughly compacted backfill.

7.3 Setting Fire Hydrants

A. Fire hydrants shall be located at points shown on the plans, the exact location of the hydrant to be established by the engineer. All hydrants shall be set plumb, to the grade as established by the engineer, and shall have their nozzles parallel with and/or at right angles to the curb, with the pumper nozzle facing the curb. The hydrants shall be supported in such a manner as not to cause a strain on the fire hydrant lead or branch.

The bowl of the hydrant shall be well braced against unexcavated earth at the end of the trench with concrete blocking. The concrete blocking shall be placed so as not to interfere with the hydrant drains and so that the joints or flanges are accessible.

B. Each hydrant shall be connected to the main with a six (6) inch ductile iron branch controlled by an independent six (6) inch gate valve. Each hydrant shall be set upon a stone or concrete slab not less than four (4) inches thick and not less than one square foot of surface area. Where solid rock exists in the bottom of the trench and same is excavated to the proper depth to form a foundation for the hydrant, the slab of stone or concrete may be omitted.

C. There shall be placed around the base of the hydrant not less than seven (7) cubic feet of sound broken stone or clean gravel, or other suitable material to provide reservoir capacity so that the hydrant will completely drain when closed. The gravel or broken stone shall reach from the bottom of the trench to at least six (6) inches above the waste opening in the hydrant. Each hydrant shall be operated by the contractor to prove to the inspector that the drain hole has not been plugged with concrete or other material.

8. **ANCHORAGE OF BENDS, TEES AND PLUGS, ETC.**

Reaction or thrust blocking shall be applied to all pipe lines at all tees, plugs, caps, valves, fire hydrants, and at bends deflecting ll-1/4 degrees or more. Concrete shall be used for blocking the pipe and fittings. Concrete for thrust block shall have a minimum compressive strength of 3,000 psi and shall conform to Texas Highway Department Class "A" concrete. Before thrust blocking is placed the element to be blocked shall be carefully wrapped in polyethylene sheeting having a minimum thickness of 3 mils. The blocking shall be placed between solid ground and the fitting to be anchored; the area of bearing on pipe and on the ground in each instance shall be that required by the engineer. The blocking shall be so placed that the pipe and fitting joints will be accessible for repair.

9. DISINFECTION OF PIPE LINES

The contractor shall furnish all labor, equipment, and materials necessary to the disinfecting of the new pipe lines which shall be disinfected before being placed in service. The lines shall be disinfected by the application of a chlorinating agent. The chlorinating agent may be a liquid chlorine, liquid chlorine gas water mixture, or a calcium hypochlorite solution, which shall be fed into the lines through a suitable solution feed device, or other methods approved by the engineer. The chlorinating agent shall be readily dissolvable and of a type that will rapidly mix with the water as it is loaded into the water line. Tablets or other solid form shall not be used unless they are dissolved before being placed into the line. The chlorinating agent shall be applied at or near the point from which the line is being filled, and through a corporation stop or other approved connection inserted in the horizontal axis of the newly laid pipe. The water being used to fill the line shall be controlled to flow into the section to be disinfected very slowly, and the rate of application of the chlorinating agent shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the line shall be at least 50 parts per million. The treated water shall be retained in the pipe lines for a period of not less than twenty four (24) hours. At the end of the retention period all treated water shall be thoroughly flushed from the lines until the replacement water in the lines shall have a chlorine residual of not more than 0.2 parts per million. Where it is necessary to place the new lines in service in less than 24 hours, the concentration of chlorine may be increased to 300 ppm and the lines flushed and placed in service in 3 hours. Disinfecting procedures shall conform to AWWA C 60l.

l0. HYDROSTATIC TESTS

All pipe lines constructed under this contract before being accepted, shall be tested at l20% design pressure as described in the following paragraphs. This test shall apply to all newly laid pipe or any valved sections thereof.

The required test pressure (l80 pounds per square inch) shall be maintained over a continuous period of not less than eight (8) hours.

Each valved section of pipe shall be slowly filled with water, being certain that all air is expelled from the pipe by using hydrants, blow-offs or taps at points of highest elevation in the line. The specified pressure shall be applied by means of a pump and flow meter (gpm and amount) connected to the pipe in a manner satisfactory to the engineer. The contractor shall furnish all necessary equipment, materials and labor to satisfactorily make the hydrostatic tests.

After the line section to be tested has been brought to pressure, a visual inspection shall be made of all joints, fittings, valves, and appurtenance. Any leaks thus located shall be corrected before continuing with the test.

If the test indicates a leakage in excess of a rate equal to twenty-five (25) gallons per inch of nominal diameter of pipe line per mile per day (maximum 600 gallon per mile per day total leakage) the cause of such leaks shall be determined and corrected and the line retested until satisfactory results are obtained.

11. **REMOVING AND REPLACING PAVEMENT**

A. When it is necessary to cut existing paving to install utilities the paving shall be repaired as soon after the backfill is consolidated or the cement stabilized backfill has reached sufficient strength as practical. The repair shall be made using Texas Highway Department Type "D" Hot Mix Asphaltic Concrete and shall have a minimum thickness equal to the thickness of the existing surface.

B. Edges along the trenches and around pits shall be saw cut to remove damaged edges and/or surface. Saw cuts shall be straight and parallel to or at right angles to the street or alley center line in so far as practical. Meandering, zig-zag or notched saw lines will not be permitted. The saw cuts shall be such that a minimum of 6" of surface is removed beyond the edges of the trench.

C. The edges of the saw cut and surface of the backfill material shall be tack coated prior to the placing of hot mix asphaltic concrete. The tack coat shall be either RC-250 cut back asphalt or RS2h emulsified asphalt or approved equal. When emulsified asphalt is used for tack coat the asphaltic concrete shall not be placed until the break of the emulsion is complete and all free water has evaporated or has been removed.

D. After the tack coat is cured the hot mix asphaltic concrete shall be placed uniformly throughout the repair area. The edges of the repair shall be squared up and the hot mix asphaltic concrete thoroughly compacted. Any large aggregate that is separated from the mix during the leveling process shall be removed from the surface and disposed of off the project. Care shall be taken that none of the mix over laps the old paving. Any mix that has "scabbed" onto the paving shall be removed before the section is reopened to traffic.

Sufficient mix shall be placed so that the finished repair is from one eight (1/8") inch to one quarter (1/4") inch above the old paving surface to allow for further consolidation by traffic.

12. **TUNNELING UNDER UTILITY LINES, ETC**.

Where pipes, conduits or concrete curbs, gutters or other obstructions are encountered in the construction, the cost of tunneling under such obstructions shall be included as a part of the cost of the pipe line, or other pay items, complete in place.

13. **HIGHWAY CROSSING**

A. The City of Midland will obtain any required permits from the State Highway Department for installation of the water line along and across the highway right-of-way. It shall be the contractor's duty and responsibility to coordinate the time of making the crossing and the manner of handling traffic.

B. Installations of the casing pipe shall be accomplished by boring or open cut trench as indicated on the drawings and in accordance with the Texas Department of Transportation permit and requirements. Equipment used shall be of such size and capacity as to allow the placement of the casing to proceed in a safe and expeditions manner. Installation of the casing and the excavation and removal of the materials

within the casing shall proceed simultaneously.

The boring shall proceed from a pit provided for the boring equipment and workmen. Excavation and location of the pit shall be approved by the Engineer. Boring without the concurrent installation of the casing pipe will not be permitted. The use of water or other fluids in connection with the boring operation will be permitted only to the extent of lubricating cuttings. Jetting will not be permitted. Overcutting in excess of one inch shall be remedied by concrete pressure grouting the entire length of the installation. All joints for casing pipe installed in bore shall be welded. Care shall be taken to keep the casing pipe on the proper line and grade.

C. After the casing pipe has been installed and is accepted by the Engineer, the pipe shall be shoved through the casing. The pipe shall be pushed or pulled through the casing by exerting pressure on the barrel of the pipe and not on the bell, and shall be done in such a manner that the joint is always in compression during the shoving operation. Hardwood, or other suitable material skids shall be banded with stainless steel bands to each joint of pipe In accordance with the pipe manufacturers recommendation. The hardwood skids shall be of sufficient dimensions to allow the bell of the pipe to clear the casing pipe by at least one-half inch. The length of the skid shall be in accordance with the pipe manufacturers recommendations. A minimum of three bands shall be used to secure the skids to the pipe. The skids shall be such that the carrier pipe will be centered in the casing pipe. The design of skids and bonding techniques shall be submitted to the Engineer for approval prior to use.

In general waterline installation in the casing pipe shall conform to AWWA C 600-Section 6 requirements.

After completion of pipe installation in casing, the ends of the casing shall be sealed off by use of concrete grout. The minimum compressive strength of the grout shall be 2,000 psi in 28 days.

14. **SHORING & SHEETING**

14.1 Description

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more.

Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

l4.2 Construction Methods

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, l989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires "Design by a qualified person or a qualified engineer," [For example see 1926.652(b) (3) and 1926.652(c) (4)], "a qualified person or qualified engineer" shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

14.3 Safety Program

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

14.4 Inspection

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

14.5. Safety Restrictions - work near high voltage lines

The following procedures will be followed regarding the subject item on this contract:

A. Warning signs painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

B. All equipment except back hoes or dippers that may be operated within ten feet of high voltage lines shall have an insulating cage-type of guard about the boom or arm and insulator links on the lift hook connections.

C. When necessary to work within six feet of high voltage electric lines, notification shall be given the power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

D. The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

l5. MEASUREMENT AND PAYMENT

l5.l General

The unit price or lump sum price bid on each item, as stated in the proposal, shall include furnishing all labor, superintendence, machinery, equipment, and materials necessary to complete the various items of work in accordance with the plans and specifications. Cost of work or materials shown on the plans and called for in the specifications and on which no separate payment is made shall be included in the bid price on the various pay items.

l5.2 Water Lines

A. Measurement

The length of pipe lines for the various sizes, classes and types to be paid for will be determined by measurement along the center lines of the pipe installed, measurement being made from the center of fitting to center of fitting or end of pipe, without any deduction for the length of intermediate fittings or valves including pipe installed in casing.

B. Payment

Furnishing and installing approved type pipe of the various sizes and classes shown on the plans or as required will be paid for at the unit price bid per linear foot for furnishing and installing the various sizes and classes of approved pipe complete in place. The unit price bid shall be complete compensation for furnishing and installing the pipe complete in place including all excavation, backfilling, testing and disinfection of lines and shall include any and all incidental work not otherwise included in the bid items or otherwise provided for in the specifications.

l5.3 Solid Rock Excavation

All excavation for pipe trenches shall be unclassified and no extra compensation will be made for solid rock excavation. The contractor is expected to make boring of his own and satisfy himself to the character of material which will be encountered.

l5.4 Gate Valves or Butterfly Valves

A. Measurement

Gate valves or butterfly valves will be counted in the field after installation by the size and type specified and actually installed.

B. Payment

The unit price bid for each type and size valve shall be complete compensation for furnishing and installing the valves, complete in place, including the furnishing and installation of cast iron valve boxes on all valves to the finished grade of the adjacent surface. All valves in paved areas shall be set to finish pavement grades

l5.5 Fire Hydrants

A. Measurement

Fire hydrants will be counted in the field after installation in accordance with the plans and specifications.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the fire hydrants, complete in place, each, including lead pipe the gravel drain, concrete blocking, extension or additional bury depth as required for a complete installation.

I5.6 Service Connections

A. Measurement

The number of service connections of the type and size specified to be paid for will be counted in the field after complete installation.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the service connections, complete in place, including the meter box and lid, service line, corporation stop, meter stop and incidentals required for a complete installation.

I5.7 Ductile Iron Fittings

A. Measurement

The weight of the various ductile iron fittings and specials were estimated by using the standard weights for cast iron fittings as established by the American Water Works Association or American Standard Association. Measurement of ductile iron fittings will be made by counting the actual number of fittings installed and multiplying the number of fittings by the catalog weights for those types of fittings actually installed. Allowance will be made for glands and bolts.

B. Payment

The ductile iron fittings or specials required in the construction of the various size pipe lines as shown on the plans or as required will be paid for at the unit price bid per ton for furnishing and installing the ductile iron fittings complete in place. The unit price shall also include all materials, excavation, backfilling, concrete blocking and other incidental work required for the complete installation.

I5.8 Steel Cylinder Concrete Pipe Fittings

A. Measurement

No separate measurement or count of fittings and specials for steel cylinder concrete pipe will be made.

B. Payment

No separate payment will be made for fittings or specials for steel cylinder concrete pipe used on this project, but the cost of same shall be included in the price bid per linear foot for the various classes and sizes of pipe in the bid proposal.

l5.9 Casing Pipe In Bored Hole Or Open Cut

A. Measurement

Measurement of the casing pipe, of the type and size specified, shall be made by the linear foot of casing installed complete in bored hole or installed complete in open cut.

B. Payment

The unit price bid per linear foot for casing in bored hole or for casing in open cut shall be complete compensation for furnishing and installing the casing, complete in place, including all pits, boring equipment, materials and labor required for a complete installation. Payment for carrier pipe installed in the casing will be made as stated under Waterlines above.

l5.l0 Paving Cut and Repair

A. Measurement

Measurement of paving cut and repair will be made by the square yard for replacing pavement of the type specified. The area of the pavement replaced shall be determined by actual measurements on the ground; however, measurement will be limited to areas within widths of cuts as shown on the plans unless additional widths are authorized by the engineer. Any pavement removed or damaged outside of the aforementioned limits shall be replaced as prescribed with these specifications, but will not be measured for payment.

B. Payment

The unit price bid, per square yard, shall be complete compensation for cutting and removing the pavement, and constructing the concrete base and surfacing of the type specified, all as specified herein and as shown on the plans.

15.ll Trench Safety Systems, Sheeting and Shoring

A. Measurement

Trench Safety Systems shall be measured by the linear foot along the centerline of trench including manholes and other line structures.

B. Payment

Payment for Trench Safety Systems, measured as prescribed above, shall be made at the unit price bid per linear foot of "Trench Safety Systems: Payment of all work prescribed under this item shall be full compensation for the Trench Safety Systems including all Engineering cost and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

Revised 08/07

GRAVITY FLOW PIPE SEWERS AND FITTINGS FOR WASTE WATER AND STORM WATER

PART I – GENERAL

1.01 SCOPE

A. The work covered by this specification shall include the furnishing of all material, labor and equipment to construct, complete in place, all Gravity sewers including jointing, gaskets, fittings, castings, mortar, concrete, the placing of sewer pipe, and the construction of manholes and other appurtenance, all in accordance with the details shown on the plans and these specifications for the drainage of sanitary and/or storm sewage.

B. Sanitary and storm sewer lines constructed under these specifications shall be straight in grade and alignment between manholes. Manholes shall be constructed at any change in grade and at any change in alignment. In general manholes are to be constructed at 300 feet intervals or less with the maximum distance between manholes being 350 feet when approved by the Engineer.

1.02 QUALITY ASSURANCE

A. The Contractor, at the Engineer's request, shall furnish a certificate from the manufacturer of the pipe and fittings that the manufacturer is fully competent and capable of manufacturing sewer pipe, fittings, and accessories of the type, size and grade proposed for use in this project that are of uniform texture and strength that will fully comply with these specifications and have so manufactured this class of pipe in sufficient quantities to be certain that it will meet all normal field conditions of usage. The manufacturer must have adequate equipment and quality control facilities to be sure that each extrusion casting or run of pipe is uniform in texture, dimensions, and strength.

B. All PVC, HDPE, or plastic resin based pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

C. All pipe and accessories shall be stored above ground and fully supported so that they will not bend or deflect excessively under their own weight.

D. Pipe in any way damaged or deformed during storage shall not be incorporated into this project, but at the direction of the Engineer, shall be permanently removed from the job site and project area.

1.03 TYPE OF PIPE

A. Pipe for sanitary sewers 15 inches in diameter and less shall be PVC. Pipe for storm drains 15 inches in diameter and less may be corrugated steel pipe when called for on the plans and in the bid proposal. Pipe 18 inches in diameter and larger shall be of the type shown on the plans and bid proposal.

B. The contractor may be allowed to bid a choice of two or more of the pipe materials when pipe 18 inches in diameter and larger are proposed for use on a project. When such choice is allowed the permissible choices will be clearly stated on the plans and/or bid proposal and a blank space will be provided for the contractor to write in the type of pipe proposed for use on the project. When such blank spaces are provided, the contractor must choose one of the permitted pipe materials as specified in part 2 “Materials” of these specifications and write in the type of pipe bid. Failure to write in the type of pipe bid may be reason to disqualify the bid. One or more types of pipe 18 inches in diameter and larger may be excluded from consideration on any given project by notes on the plans and/or the bid proposal.

PART 2 – MATERIALS

2.01 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS FOR SANITARY AND STORM SEWERS

A. GRAVITY SEWERS

(1) Pipe and fittings in nominal diameters from 4-inch through 15-inch shall be manufactured in accordance with ASTM D3034, “Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings” and pipe and fittings in diameter 18” through 36” shall be manufactured in accordance with ASTM F-679 or ASTM F-794, closed profile, subject to the modifications and limitations below.

B. MODIFICATIONS AND LIMITATIONS

(1) The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

(2) The term Dimension Ratio (DR) or standard dimension ratio (SDR) is the ratio of the average outside pipe diameter to the minimum wall thickness rounded to the nearest 0.5. The maximum DR for PVC sewer pipe shall be 35. PVC pipe sewers that will have less than 4 feet of cover shall be DR26.

(3) PVC pipe manufactured under ASTM F679 or F794 shall have a wall thickness that will meet or exceed the D.R. and stiffness specified herein. The minimum pipe stiffness for pipe having a DR of 26 shall be 115 psi. The minimum pipe stiffness for DR 35 pipe shall be 46 psi.

(4) Where DR 26 pipe is specified, all necessary fittings shall be the same as for SDR 35 PVC pipe.

(5) Minimum wall thickness for ASTM D-3034 PVC pipe shall be as follows:

Nominal Size (in.)	Min. Wall Thickness (in.)	
	DR 26	DR 35
4	0.162	0.120
6	0.241	0.180
8	0.323	0.240
10	0.404	0.300
12	0.481	0.360
15	0.588	0.437

The minimum wall thickness for PVC pipe meeting ASTM F-679 or F-794 requirements shall be the thickness as set forth in said ASTM specification that will meet or exceed the pipe stiffness and DR required.

(5) The identification markings as shown in Section 12 of ASTM 3034 shall note the specified DR of 26 where applicable.

(6) All pipe and fittings shall have the dimensions for inside diameter, outside diameter, etc. as shown in ASTM D3034 and/or ASTM F-679 except that the inside diameter DR 26 may be reduced by the added wall thickness.

(7) The pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions, or other injurious defects. The pipe shall be as uniform as commercially practical in color, opacity, density, and other physical properties.

(8) The Contractor shall provide wyes, tees, bends, adapters, and any other fittings called for in the specifications and/or shown on the plans or directed by the Engineer.

(9) The standard length of ASTM, D-3034 SDR 35 or SDR 26 PVC pipe under this specification shall be 20 feet with a minimum of 10 feet, except that all pipe used in service lines shall not exceed 10 feet in length unless otherwise approved by the Engineer. The standard laying length for ASTM F-679 PVC pipe shall be 13 feet. The Engineer must approve other laying lengths.

C. SEWER LATERALS AND CONNECTIONS

Pipe and fittings for service lines shall be the same material and thickness class as required for the main sewer. Schedule 40 PVC pipe may be used for 4" service lines when PVC pipe meeting requirements of ASTM 3034, SDR 35 is required.

D. JOINING SYSTEMS

(1) PIPE JOINTS

The pipe shall be joined with an integral bell, bell and spigot type rubber gasket joint. Each integral bell joint shall consist of a formed bell complete with a single rubber o-ring gasket. Gaskets shall be manufactured in accordance with ASTM F477 and shall be installed in accordance with the pipe manufacturer's instructions using all the necessary materials, lubricants and equipment recommended by the manufacturer.

For pipe 18" through 36" gaskets shall be factory installed and chemically bonded to the bell end of the pipe.

Lubricant shall be water soluble, non-toxic and have no deteriorating effects on gasket or pipe materials and shall not support the growth of bacteria. Lubricant shall be suitable for use at temperatures from 5° to 120° F (-15° to 50° C). Containers shall be labeled with the manufacturer's name and identified as PVC pipe joint lubricant. Each lubricant container shall have printed instructions for usage and joint assembly.

Field welded joints will not be allowed.

(2) FITTING JOINTS

All fittings shall utilize rubber gasket joints of the same type design and specifications as pipe joints.

(3) PIPE SPIGOT

The pipe spigot shall have a bevel and an insertion stop mark. The assembled joint shall be designed so the gasket shall be radially compressed to assure a positive water-tight seal for all installation conditions recommended by the manufacturer and under all combinations of production tolerances for the joint components. Each size joint shall be qualified to no leakage under various test conditions in conformance with ASTM Specification D-3212, "Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals."

E. INSPECTION AND TESTING

(1) INSPECTION REQUIREMENTS

Certification: as the basis of the acceptance of the material, the manufacturer will furnish a certificate of conformance to these specifications. The manufacturer will furnish other conformance certification in the form of affidavit of conformances, test results, and copies of test reports.

(2) PHYSICAL TEST REQUIREMENTS

For each 4,000 linear feet of pipe manufactured of each class and size of pipe, the following certified test data shall be required:

1. The basic dimensions shall be measured.
2. The allowable crush load (lbs/ft ^{2}) shall be calculated.
3. Impact resistance, fusion quality and ductility shall be tested.

F. MARKING AND DELIVERY

Each pipe shall be identified with the name of manufacturer, nominal size, cell classification, ASTM designation F794, Uni-Bell Plastic Pipe Association designation Uni-B-9, the pipe stiffness designation “PS-46 psi” and manufacturer’s date code.

1. MANHOLE CONNECTIONS

The Contractor shall provide smooth pieces of pipe for connecting sewer line into manholes. The Contractor shall be required to assist the manhole gasket supplier with the nominal outside diameter of these smooth pieces of pipe, as manufactured. There shall be only one plain end thickness for each diameter of pipe specified for the project.

2. DELIVERY

All pipe couplings and fittings shall be prepared for standard commercial shipment.

The pipe shall be inspected upon delivery to the job site for final acceptance. The contractor shall be responsible for all material furnished by him and he shall replace, at his own expense, all such material that is found to be defective in manufacture or which has become damaged in handling until final acceptance has been made. Pipe, which exhibits excessive ovalty or curvature, shall be rejected.

PVC pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

All pipe and accessories shall be stored above ground and fully supported so as not to bend or deflect excessively under its own weight.

2.01(a) Metallic Marking Tape (For PVC Sewer Pipe)

2.01 (a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.01 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted green on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED SEWER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Marking Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.01(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.01(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.02 CORRUGATED STEEL PIPE (CSP) FOR STORM SEWERS AND CULVERTS ONLY

1. PIPE

A. STEEL SHEET STOCK

(1) Corrugated steel pipe shall be manufactured using galvanized steel sheet AASHTO M 218 or aluminized steel sheet AASHTO M 274.

(2) The lining for smooth lined corrugated steel pipe shall be polymer coated on both sides. The minimum thickness of the polymer coating shall be 10 mils.

B. PIPE DESIGNATION

(1) Pipe furnished shall be manufactured in accordance with AASHTO Specification M 36.

(2) Corrugated steel pipe shall be one or more of the following type as designated in AASHTO M 36.

Type I - Full circular cross section having helical corrugations.

Type IA - Full circular smooth lined pipe constructed of an outer shell having helical corrugations with a smooth sheet lining attached to the outer shell at helical lock seams.

Type IR - Full circular cross section with helical rib protruding outward.

Type II - Type I pipe formed into a pipe arch.

Type IIA - Type IA pipe formed into a pipe arch.

The type of pipe furnished on this project will be as shown on the plans and in the bid proposal.

When no type of pipe is called for on the plans or in the bid proposal helically corrugated circular single wall pipe (Type I or Type IR) shall be furnished.

C. MANUFACTURERS CERTIFICATION

(1) The pipe manufacturer will be required to certify the adequacy of the pipe furnished for the application and design life of the project.

(2) The design life for storm sewers constructed under this specification is 50 years.

(3) The pipe manufacturer will be required to run soil pH, soil resistivity and such other test as they deem necessary to design pipe thickness and protective coatings required to assure the adequacy of the pipe supplied.

D. CORRUGATION AND MINIMUM THICKNESS

(1) Thickness used in this specification refers to the bare steel thickness before coating is applied. The minimum thickness for any single wall corrugated steel pipe furnished under this specification is 16 gage.

(2) All corrugated steel pipe furnished under these specifications shall have helical corrugations.

(3) Circular corrugated steel pipe 48” in diameter and smaller shall have 2-2/3” x ½” corrugation and shall be a minimum of 16 gage in thickness.

Circular corrugated steel pipe larger than 48” in diameter may have either 2-2/3 x ½” or 3” x 1” corrugations. The minimum thickness for corrugated steel pipe larger than 48” in diameter and having 2-2/3 x ½” corrugation shall be as follows:

54” Diameter - 12 gage
60” Diameter - 10 gage
66” through 90” Diameter - 8 gage

The minimum thickness for circular corrugated steel pipe having 3” x 1” corrugation and diameters of 54” through 90” shall be 14 gage.

(4) For smooth lined corrugated steel pipe the minimum thickness for the lining shall be 20 gage and the minimum thickness for the outer shell shall be 18 gage.

The corrugations for the outer shell shall be 2-2/3” x ½” for pipe 48” diameter and smaller. Larger diameter pipe may use 3” x 1” corrugations in the outer shell. The sum of the thickness for the outer shell and the liner shall be a minimum of one thickness unit greater than the thickness that would be required for single wall pipe of the same diameter or span.

(5) Spiral rib steel pipe (Type IR) shall have outward projecting spiral corrugations of ¾” x 1” at 11-1/2” on center in accord with AASHTO specification M 36 or ¾” x ¾” at 7-1/2” on center as described in AASHTO specification M 196.

The minimum thickness for spiral rib pipe 48” in diameter and smaller shall be 16 gage.

The minimum thickness for spiral rib pipe 54” and 60” in diameter shall be 14 gage.

The minimum thickness for spiral rib pipe 66” and 72” in diameter shall be 12 gage.

The minimum thickness for spiral rib pipe larger than 72” in diameter shall be as shown on the plans.

(6) The corrugations and minimum thickness of corrugated steel pipe arch shall be in accord with the following table:

EQUIV. Dia. (in.)	2-2/3" x ½" Corrugations Span (in.)	Rise (in.)	Gage	3" x 1" Nominal Size Span (in.)	Rise (in.)	Gage
15"	17	13	14			
18"	21	15	14			
24"	28	20	14			
30"	35	24	14			
36"	42	29	14	40	31	16
42"	49	33	12	40	36	14
48"	57	38	10	53	41	12
54"	64	43	10	60	46	12
60"	71	47	8	66	51	12
66"	77	52	8	73	55	12
72"	83	57	8	81	59	12
78"				87	63	12
84"				95	67	12
90"				103	71	12

When 2-2/3" x ½" corrugations are called for on the plans and/or on the bid schedule the substitution of 3" x 1" corrugations will be allowed only upon the demonstration by the contractor that there is sufficient head room to accommodate the higher rise for arch pipe of this cross section.

E. END TREATMENT AND JOINING

(1) The ends of all corrugated steel pipe furnished for this project shall be rolled to provide circumferential corrugations for coupling. The end corrugations for all pipe 48" in diameter and less shall be 2-2/3 x ½". The end corrugations for single wall helically corrugated steel pipe or for smooth lined corrugated steel pipe 54" in diameter and larger shall be the same pitch as the pipe furnished and may be either 2-2/3" x ½" or 3" x 1". The end corrugations for spiral rib (Type IR) corrugated steel pipe shall be 2-2/3" x ½" or 3" x 1" for pipe 54" and larger in diameter.

(2) Coupling bands shall be made of the same material as the pipe and shall be not more than 3 nominal sheet thicknesses lighter than the pipe joined and in no case less than .052 inch.

Jointing devices for joining corrugated steel pipe shall have a gasket and shall produce a joint meeting the infiltration/exfiltration requirements of these specifications.

If it should be necessary to cut a joint of Helically corrugated pipe and join the unreformed end to another section of pipe or fitting extra width bands will be required and special care must be taken to insure a water tight connection.

Locking bands shall be corrugated and shall securely fit into at least one full annular corrugation. The corrugations on the locking band must match the corrugations on the pipe being joined.
The minimum width for locking bands is as follows:

for 2-2/3 x ½ inch corrugations	10-1/2 inches
3 x 1 inch corrugation	12 inches

For helical corrugations that have not been reformed the coupling bands must be at least 2 inches wider than the widths listed above.

Unless shown otherwise on the plans all bolts for coupling or locking bands shall be ½ inch in diameter. Bands 12 inches wide or less shall have a minimum of 2 bolts. Bands wider than 12 inches shall have a minimum of 3 bolts.

Bolts must be galvanized in accordance with AASHTO Designation M232 or ASTM A164 Type RS.

(3) Gaskets for corrugated steel pipe shall be closed cell expanded rubber and shall be formed into a continuous band. Gaskets may be either “O” ring or flat band as recommended by the pipe manufacturer. Flat band gaskets shall be a minimum of 7” wide and 3/8” thick. “O” ring gaskets shall be 13/16” diameter minimum for pipe 36” in diameter or less and 7/8” for pipe larger than 36” diameter and having ½” deep corrugations. “O” ring gaskets shall be a minimum of 1-3/8” diameter for pipe having 1” deep corrugations. When “O” ring gaskets are furnished, an additional flat gasket shall be furnished and placed between the overlapping ends of the coupling band. This flat gasket shall completely fill the gap between the “O” rings. All gasket materials shall be capable of producing a water tight joint that will meet the leakage requirements of these specifications.

2. CORRUGATED STEEL MANHOLE FITTINGS, AND CLEAN OUTS

A. FABRICATION

(1) Corrugated steel manholes and fittings shall be constructed of the same material and type of pipe furnished for the storm sewer line with the exception that manhole risers shall be helical corrugated single wall circular pipe when used with pipe arch sewers or smooth lined corrugated steel pipe. The thickness of the manhole riser shall be the same as would be required for the same type and diameter pipe if it were used for the storm sewer.

(2) Cleanouts for use on shallow storm sewer and inlet leads shall be manufactured from pipe meeting the requirements of these specifications. Cleanouts shall be constructed to the dimensions and in accord with the details shown on the plans.

B. CONNECTION TO MANHOLES AND CLEANOUTS

(1) Stub outs from manholes and cleanouts for connection to storm sewers and inlet leads shall have annular corrugations and shall be compatible with the type and size of pipe being connected. Stub outs provided for connection to PVC pipe storm sewers and inlet leads shall be sized so that the PVC pipe can be inserted into the stub leaving the least amount of annular space between the PVC pipe and the CSP practical. The PVC pipe shall be connected using an approved molded rubber or PVC sleeve connector clamped to both pipes with stainless steel straps.

The connector shall be a flexible coupling as manufactured by Fernco, 300 S. Dayton St., Davison, MI., or approved equal.

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C. LEAKAGE

Manholes, fittings and cleanouts shall meet the leakage requirements of these specifications.

D. SHOP DRAWINGS

The contractor shall submit shop drawings of all manholes, fittings and cleanouts for approval prior to their fabrication. A minimum of 5 sets of drawings for each manhole, each fitting and each cleanout shall be submitted.

E. CONCRETE SLAB TOPS

A reinforced concrete slab top shall be constructed for each manhole and cleanout. The slab shall extend to one foot (1') outside the riser section on all sides and shall have an eccentric 2' diameter opening for the manway located at the outside edge of the riser section. For manholes and cleanouts designated for standard manhole rings and covers the concrete top shall be 8 inches thick and shall be finished smooth to receive the manhole ring.

For manholes designated to receive pressure type manhole rings and covers the concrete slab top shall be a minimum of 12 inches thick and shall have L bolts imbedded in the concrete to fit the requirements of the manhole ring furnished. The slab shall be finished smooth to receive the manhole ring. The manhole ring shall be securely bolted to the slab and sealed using "Ram Nek" or an approved equal bitumastic sealer between the manhole ring and the concrete slab.

The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

F. PRESSURE MANHOLE RING AND COVER

(1) Pressure type manhole rings and covers shall be Western Iron Works No. 380-24P or approved equal. The manhole cover shall be sealed with an "O" ring gasket in a ring groove and shall be secured to the ring by six (6) 5/8-inch stainless steel bolts.

(2) The ring shall have six (6) 1-1/4 inch bolt holes in the flange for securing the ring to the concrete slab top on the manhole.

3. CORRUGATED STEEL PIPE SLOTTED DRAIN

(1) Corrugated steel pipe slotted drains shall be fabricated from full circle corrugated steel pipe conforming to these specifications.

(2) C.S.P. Slotted drains shall be of a type as manufactured by "Contech Construction Products, Inc.", "Texas Corrugators", "Caldwell Culvert Company" or approved equal.

(3) The upstream end of CSP slotted drains shall be equipped with a bend and a ring and cover of the some size as the pipe from which the slotted drain was fabricated to allow cleaning equipment to be inserted into the slotted drain. The ring and cover shall be Nenah Foundry Co. R-5901 open grate or R-5900 solid lid or approved equal. Unless shown otherwise on the plans the open grate shall be furnished.

(4) When slotted drain is to be connected to PVC leads, molded rubber or PVC flexible connector as specified for connections to manholes and cleanouts shall be furnished.

4. DAMAGED COATING

A. PROTECTION OF PIPE

(1) Pipe fittings and specials shall be handled and stored in a manner that will minimize damage to the coating.

(2) The fabrication process shall be designed to minimize the burning of coatings during welding.

(3) Pipe and/or fittings showing excessive abuse or damage will be rejected.

B. REPAIRING DAMAGE

(1) Pipe on which the metallic coating has been burned by welding or has been otherwise damaged in fabricating or handling, shall be repaired. The repair shall be done so that the completed pipe shall show careful finished workmanship in all particulars.

(2) The damaged area shall be cleaned to bright metal by blast cleaning, power disk sanding, or wire brushing. The cleaned area shall extend at least ½ inch into the undamaged section of the coating. The cleaned area shall be coated within 24 hours and before any rusting or soiling.

(3) Zinc-rich paint shall be applied to a dry film thickness of at least 0.005 inches over the damaged section and surrounding cleaned area. Zinc-rich paint shall be used for repair of damage to all types of metallic coating -zinc, aluminum, and aluminum-zinc alloy.

2.03 CAST-IN-PLACE CONCRETE SEWER PIPE (NON-REINFORCED) FOR STORM SEWERS ONLY

1. DESCRIPTION

This item shall cover machine cast-in-place monolithic non-reinforced concrete pipe, which shall consist of Portland cement concrete placed in a prepared trench at such locations and grades shown on the plans and intended to be used for the conveyance of storm water. Items and item numbers referred to in this specification are the items as given in the "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges."

2. MATERIALS

The cast-in-place pipe shall be constructed of Class "C" concrete. The concrete shall meet the requirements of Item 421, "Concrete for Structures," and Special Provision thereto, except as otherwise noted herein or on the plans. Type III Portland Cement shall be used.

The minimum compressive strength for concrete used in this item is 4000 psi. Backfilling operations may proceed when the concrete has reached 2000 psi compressive strength.

The coarse aggregate grading for pipe diameters 48 inches or less shall conform to that of Aggregate Grade No. 3, one inch (1") maximum size aggregate under Item 421. For pipe diameters over 48 inches, Coarse Aggregate No. 2, one and one third inch (1-1/3") maximum size aggregate shall be used.

No concrete having a slump in excess of 2" will be permitted for use in pipes with diameters of 48 inches and over. For pipes with diameters less than 48 inches, no concrete having a slump in excess of 3" will be permitted for use. At the option of the Contractor, sections of precast reinforced concrete pipe (D-load) may be substituted for cast-in-place concrete pipe. Pipe and installation shall conform to the requirements of Item 465, "Pipe Sewers." Backfill shall be in accordance with the requirements for other storm sewers in these specifications using crusher fines (chat).

3. PIPE MAKING EQUIPMENT

The pipe shall be constructed with equipment specially designed for constructing cast-in-place monolithic concrete pipe. The equipment shall be acceptable to the Engineer and the Contractor may be required to furnish evidence of successful operation in other work of the equipment he proposes to use. Equipment not suitable to produce the quality of work required for the pipeline will not be permitted to operate on the project.

4. DIMENSIONS AND TOLERANCES

The design shell thickness shall be as specified in Table 1.

TABLE I

Internal Diameter inches	Min. Shell Thickness inches
18	2
24	2-1/2
30	3
36	3-1/2
42	4
48	5
54	5-1/2
60	6
66	6-1/2
72	7
84	8
96	9
108	10
120	11

Variation in the internal diameter shall not exceed plus or minus 3 percent. The maximum allowable deviation form the true grade of the design invert of the pipe shall not exceed ½ inch either side of true grade. Where deviation from true grade occurs, true grade shall be re-established at a maximum departure of one-eighth inch per foot.

5. EXCAVATION AND BACKFILL

Excavation shall be in accordance with the requirement for other types of storm drains, except as modified herein. The trench shall be excavated in the lines and grades shown on the plans or as directed by the Engineer. The width of the trench shall be sufficient to accommodate travel of the pipe machine only. The bottom of the trench shall be shaped to the nominal outside circumference of the pipe. Excavation shall be performed from the outlet to the inlet. If the trench is over-excavated for the bottom 210 degrees of the pipe the excess area shall be filled with concrete. If rock is encountered, it will be removed at least 6 inches below the bottom of the pipe and the trench refilled with material sufficiently compacted to

allow operation of the machine and provide a smooth firm surface. The sidewall of the pipe shall be placed against undisturbed material.

Backfill material will be a crusher fine (chat) as described elsewhere in these Specifications. No backfill other than permitted for curing purposes shall be placed until the line has been inspected and approved by the Engineer. The trench may be completely backfilled after the pipe has been in place at least 24 hours and concrete strength requirements have been reached. Light traffic, axle load less than 6,000 pounds, may be routed over the pipe after backfill has been completed for twenty-four (24) hours. Unrestricted traffic may be permitted over the pipe after the backfill has been in place for forty-eight (48) hours.

All backfill material shall be mechanically compacted to 95% modified proctor or as directed by the Engineer.

6. CONSTRUCTION

All surfaces against which concrete are to be placed shall be free from standing water, mud, and debris. Absorptive surfaces against which concrete are to be placed shall be moistened thoroughly so that moisture will not be drawn from the freshly placed concrete.

The concrete shall be placed in one operation around the full circumference of the pipe by means of a traveling form. The forms shall be of sufficient strength to withstand vibrating or tamping the concrete and to permit workmen to walk on the forms without causing springing or bulging at any point.

As the traveling form moves forward, forms shall be placed inside the newly formed pipe to support a minimum of 230 degrees of the upper portion of the pipe.

The concrete shall be vibrated, rammed, tamped or worked with suitable appliances until the concrete has been consolidated to the maximum practicable density, free of rock pockets, and closes snugly against all surfaces or forms and provides a bond between the pipe shell and supporting earth.

When placing operations cease for any reason, the end of the pipe shall be left rough with a slope of approximately 45 degrees. The ends of the pipeline shall be covered with canvas or other suitable cover material to prevent excessive loss of moisture from the interior of the pipe already placed.

When starting pipe laying operation from a previously laid cast-in-place pipe or section of pre-cast pipe, a construction joint shall be made by excavating a “bell” completely around the end of the existing pipe and constructing a concrete collar to extend at least one foot either side of the joint with a minimum thickness equal to that of the wall of the pipe. The end of the existing pipe shall be clean and damp before continuing pipe making operations. Cleaning of the construction joint shall consist of removing all latency, loose or defective concrete, coatings, and any other deleterious materials.

All forms shall be clean and shall be placed at the trench side at the location of their proposed use for inspection by the Engineer. Forms, which are defective in any way, will not be used, and upon condemnation they shall be removed from the site of the work. The forms shall not vary more than ½ inch from the lower edge of a straightedge laid parallel to the centerline of the form, and shall be free of any holes larger than 5/8 inch in greatest dimension. The pipe machine shall be thoroughly clean and serviced prior to the placing of the concrete. Particular attention will be given to all parts of the machine with which concrete comes into contact.

Concrete chutes or trunks shall be provided to reach within 1 foot of the pipe machine hopper. The end of the chute or trunk shall discharge the concrete at the center of the hopper. Provisions shall be maintained to minimize segregation of the concrete mix in all phases of the operation.

Delays in placing shall be handled as follows or as otherwise directed. The concrete hopper on the pipe laying machine shall be kept ½ full at all times, provided, however, that when placing operations cease or are delayed for any reason for more than 20 minutes, the pipe machine shall be pulled forward until all the concrete is exhausted and until the top troweling skirt is clear of the concrete. If the pipe laying operation proceeds within one hour of the time of the last placement, no further steps need to be taken. However, if longer than one hour has elapsed, then a construction joint must be made as previously described. The end of the pipe shall be left rough and at the natural slope when the machine is moved forward.

All junctions of pipe shall be provided for at the time the cast-in-place pipe is placed.

Inside forms shall be removed from the pipe not sooner than 4 hours nor longer than 24 hours after placement of the concrete. Care shall be taken when removing forms to prevent damage to the pipe. The inside of the pipe shall be carefully inspected for imperfections in placement, and any required repairs or smoothing shall be made immediately to provide a uniform interior surface. No wash, mortar or concrete shall be applied to a surface not properly moistened or cleaned. Visible cracks shall be brushed with cement paste or chipped out and pointed up with cement mortar. Any cracks that appear to go through the shell shall be grooved and filled with mortar. All construction operations and methods for providing a watertight pipeline shall be the responsibility of the Contractor. Mortar shall consist of one part cement; two parts well graded sand passing 1/8-inch sieve. Wash shall consist of four parts cement, one part fire clay. The finished surface of the concrete pipe shall be substantially free of fractures, cracks and surface roughness.

7. CURING CONCRETE

Immediately after the concrete is placed the exposed surface of the concrete shall be cured by covering the top with a sheet of polyethylene film sealed with dirt along the edges. During the curing period following the placement of the concrete, the ends of the pipeline and all other openings into the pipeline shall be covered with canvas or other suitable material, except at locations where work is actually in progress. The inside surface of the pipeline shall not be cured.

8. MANHOLES AND BENDS

Manhole bases shall be hand formed on top of the pipe as soon as the pipe-placing machine has passed. Where required, the extra width for manholes shall be excavated ahead of the pipe placing operation. The base for the manhole shall be formed to receive a standard precast concrete barrel section and shall be shaped and smoothed so that the joint can be sealed water tight by use of “Ram Nek” or other approved joint sealing material.

Bends may be formed and cast in place or fabricated using precast reinforced concrete pipe (load D). Design and shop drawings shall be submitted to and approved by the Engineer before the bends are fabricated or cast.

9. MEASUREMENT

Measurement of manholes shall be as specified elsewhere in these specifications. Measurement of bends shall be as for other storm sewer pipe. The method of pipe measurement shall conform to that for other types of storm drainpipe in the section or storm drains in these specifications.

10. PAYMENT

Payment for cast-in-place non-reinforced pipe sewers, measured as prescribed above, will be made at the unit price bid per linear foot for the various sizes of “Pipe Sewers (Cast-in-Place)” complete in place. Payment for manholes shall be as specified elsewhere in these specifications.

Such payment shall be full compensation for furnishing all concrete materials, precast reinforced concrete pipe used in place of cast-in-place pipe, and for all other materials, tools, labor, equipment, and incidentals required to perform the applicable work prescribed herein.

When precast reinforced concrete pipe at the Contractor’s option is used in a line of cast-in-place pipe the additional excavation for the pipe will be subsidiary.

2.04 CENTRIFUGALLY CAST FIBERGLASS REINFORCED RESIN PIPE SEWERS

A. DIRECT BURY PIPES

1. GENERAL

All pipes, joints and fittings shall be manufactured in accordance with the requirements of the applicable standard given below except as noted herein:

Service	Standard
Non pressure Sanitary Sewer	ASTM D3262
Sewer Force Main and Effluent Lines	ASTM D3754

Pipes shall be centrifugally cast, fiberglass-reinforced polyester resin as manufactured by Hobas USA, Inc. or approved equal.

Minimum pipe stiffness when tested in accordance with ASTM D2412 shall be 46 psi.

2. MATERIALS

The manufacturer shall use only approved polyester resin systems for which he can provide a proven history of performance in these particular applications. The historical data shall have been acquired from a composite material of similar construction and composition as the proposed product.

The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade of E-glass filaments with binder and sizing compatible with impregnating resins. Sand shall be minimum 98% silica with a maximum moisture content of 0.2%

3. DIMENSIONS

Pipe outside diameters shall be in accordance with AWWA Standard C151 and C950. For diameters larger than covered in those documents, OD's shall be as shown in Table 1.

TABLE I

*WP/s		0/46		50/46		100/46		150/46		200/46	
Nomin Pipe Sz. (in.)	Pipe OD (in.)	Min. wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt (lb/ ft.)
18	19.50	.42	20	.41	20	.40	19	.38	18	.37	18
20	21.60	.46	25	.45	24	.43	23	.42	22	.40	21
24	25.80	.54	35	.53	34	.51	33	.49	31	.47	30
30	32.00	.66	54	.65	53	.62	51	.60	49	.57	47
36	38.30	.78	77	.77	76	.74	73	.71	70	.68	67
42	44.50	.90	104	.88	101	.85	98	.82	94	.78	89
48	50.80	1.02	134	1.00	131	.96	126	.93	122	.88	115
54	57.10	1.14	169	1.12	166	1.08	160	1.04	155	.99	147
60	62.90	1.26	209	1.23	204	1.19	197	1.14	188	1.09	180
66	69.20	1.38	249	1.35	243	1.30	234	1.25	228		
72	75.40	1.50	298	1.47	292	1.41	280	1.36	270		
78	81.60	1.62	352	1.58	343	1.52	331	1.47	320		
84	88.00	1.74	409	1.70	399	1.64	385				
90	94.30	1.86	468	1.82	458	1.75	440				
96	100.6	1.98	531	1.94	520	1.87	501				

- **Maximum nominal working pressure in psi/pipe stiffness in psi**

Pipe shall be supplied in nominal lengths of 20 feet. Actual laying length shall be the nominal plus or minus 2 inches. At least 90% of the total footage of each size and class of pipe, excluding special order lengths, shall be furnished in nominal length sections.

4. **PRESSURE CLASS & TESTING FOR SEWER FORCE MAINS AND EFFLUENT LINES**

The pipe nominal pressure class (PN) shall be equal to or greater than the maximum sustained operating pressure of the line. The minimum pressure rating for non-pressure pipe shall be 15 psi.

The maximum transient (operating plus surge) pressure of the line shall not exceed the pipe nominal pressure class by more than 40%.

Pipe hoop tensile strength for pressure pipe shall be verified as specified in the applicable standard (D3754 or C950) or by random burst testing at the same sampling frequency. All pipes shall be capable of withstanding a test pressure of 2 times the maximum sustained operating pressure of the line without leaking or cracking. This performance shall be periodically verified at the factory for pressure pipe at least once per lot as defined in D3754, section 7.1.

A. JOINTS

Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize elastomeric sealing gaskets made of EPDM rubber compound as the sole means to maintain joint water tightness. The joints must meet the performance requirements of ASTM D4161.

B. FITTINGS

Flanges, elbows, reducers, tees, wyes, laterals and other fittings shall, when installed, be capable of withstanding all operating conditions. Acceptable configurations include contact molded or metered fiberglass or properly protected standard ductile iron.

Unbalanced thrust forces shall be restrained with thrust blocks or other approved suitable methods. Fiberglass tees, wyes, laterals, or other similar fittings shall be fully encased in reinforced concrete designed to withstand the pressure forces.

2.05 POLYETHYLENE SEWER PIPE

A. SCOPE

(1) This specification covers Polyethylene (PE) pipe with a corrugated outer wall and a smooth interior wall, for use with non-pressure sanitary sewer systems. The PVC fittings and joints are included in the specification.

B. MATERIAL AND MANUFACTURING

1. PIPE MATERIALS

The pipe shall be made from clean virgin Polyethylene compounds having a cell classification of 324420C as defined by ASTM D-3350.

2. FITTING MATERIALS

The fittings shall be made from clean virgin polyvinyl chloride (PVC) compounds having a cell classification of 12454B, 1245C or 13343C as defined by ASTM D-1784.

Pipe shall be manufactured by simultaneous extrusion of the corrugated and smooth walls with the smooth inner wall fused to the outer corrugated wall.

Fittings shall be molded or fabricated.

3. JOINING MATERIALS

a. Gaskets
b. Elastomeric gaskets shall meet the requirements of ASTM F-477.
c. Lubricants

The lubricants used for assembly shall have no detrimental effect on the gasket or the pipe, and shall be per published recommendations of the pipe manufacture.

4. MATERIAL CERTIFICATION

A manufacture's or an independent laboratory certification shall be furnished to the purchaser/engineer that the products were manufactured, sampled, tested, and inspected at the time of manufacture in accordance with this specification.

C. PIPE DIMENSIONS

Pipe dimensions shall meet the following requirements when tested in accordance with ASTM D-2122.

Nominal Size	Avg. O.D.	Avg. I.D.
4	4.790 (121.7)	4.00 (101.6)
6	6.930 (176.0)	6.00 (152.4)
8	9.145 (232.2)	8.00 (203.2)
10	11.405 (289.7)	10.00 (254.0)
12	14.450 (367.0)	12.00 (304.8)
15	17.530 (445.3)	15.00 (381.0)
18	21/150 (537.2)	18.00 (457.2)

D. INSTALLATION

1. Joint Tightness

Minimum joint performance shall show no leakage when tested in accordance with ASTM D-3212.

2. Supplier Assistance

A manufacturers representative of the above referenced pipe material shall be present at the beginning of the installation as required by the Design Engineer or Contractor and shall remain on site until released by the Design Engineer or Field Inspector/Engineer.

2.06 INLETS FOR STORM SEWERS

A. CURB TYPE INLETS

(1) Curb inlets shall be constructed at the locations and to the lines and grades or shown on the plans or as directed by the Engineer.

(2) Curb inlets shall be constructed of reinforced class “C” concrete in accordance with Section 1-B “Concrete Structures” and the plans and detail drawings.

(3) The curb section and the curb inlet shall conform to the curb and gutter section in which it is placed in so far as it is possible.

B. GRATE TYPE INLETS

(1) Grate inlets shall be constructed at the locations and the lines and grades as shown on the plans or as directed by the Engineer.

(2) Concrete boxes for grate inlets shall be constructed of reinforced Class “C” concrete in accordance with Section 1-B “concrete Structures” and the plans and detail drawings.

(3) Grates shall be constructed of ASTM A-48 gray iron having minimum tensile strength of 35,000 psi or ductile iron having a minimum tensile strength of 60,000 psi and a yield strength of 40,000 psi.

The size, style, shape, type, weight and class shall be as shown on the plans.

Grate frames shall be as manufactured for the grate by the grate fabricator. If more than one type or style or frame is available, the type and/or style shall be as indicated on the plans.

C. COMBINATION INLETS

(1) Combination curb and grate inlets shall be constructed at the locations and to the lines and grades as shown on the plans or as directed by the Engineer.

(2) Combination inlets shall be constructed in accordance with the applicable requirements for “Curb type inlets” and “Grate type inlets” above.

D. INLET LEADS

(1) Inlet leads may be PVC pipe or CSP as shown on the plans and called for in the bid proposal.

(2) Inlet leads shall be constructed in accordance with the specifications for type of material used and the plans and detail drawings.

(3) Where two or more leads are joined together to form a single lead to the storm sewer they shall be joined at a cleanout unless shown otherwise on the plans.

(4) Inlet leads shall be connected to the storm sewer at a manhole. The leads shall enter the manhole at a point that will match the .8 points of the two pipes as near as practical.

E. CLEANOUT FOR STORM SEWER INLET LEADS

Cleanouts at the juncture of inlet leads shall be constructed in accordance with the dimensions and requirements shown on the plans and detail drawings.

F. CORRUGATED STEEL SLOTTED DRAINS

(1) Corrugated steel slotted drains shall be as specified in section 2.02-3 of these specifications and shall be furnished in the lengths and diameters as shown on the drawings and in the bid proposal.

(2) Corrugated steel slotted drains are approved for nuisance water inlets only and are sized to allow for considerable clogging before they will cease to function in this capacity.

2.07 MANHOLES

1. GENERAL

A. **CONCRETE MANHOLES ARE NOT TO BE USED FOR SANITARY SEWERS AFTER DECEMBER 31, 2002. FIBERGLASS MANHOLES ARE TO BE USED FOR ALL SANITARY SEWERS**. Concrete manholes can be used for storm water sewers.

All manholes furnished for this project shall be precast unless noted otherwise on the plans and or bid proposal.

Precast manholes shall conform to the requirements of ASTM Specification C-478 with the modifications given in this article.

Concrete used for precast manholes shall have a minimum 28-day compressive strength of 4,000 psi and shall have a minimum cement content of 7 sacks per cubic yards.

All manhole sections shall be furnished with tongue and groove type joints suitable for sealing water tight with rubber or bituminous joint sealer or gaskets.

B. When cast in place components for manholes are called for on the plans the concrete used shall have a minimum 28 day compressive strength of 4,000 psi and a minimum cement content of 7 sacks per cubic yard and shall conform to the requirements of ASTM Specification C-478 with wall thickness as shown on the plans and detail drawings.

Aggregate for the concrete shall meet the sodium sulfate and magnesium sulfate test as required in ASTM Specification C-33.

C. Mortar for filling and shaping the inverts in precast manhole bases and for mortaring precast grade rings and cast iron rings and covers shall consist of one part Portland cement ASTM C150 Type 1 to 3 parts washed sand mixed with just enough water to make a workable mix.

D. Manholes for corrugated steel pipe may be precast concrete or corrugated steel as described in Article 2.02. The type and material shall be as shown on the plans and called for on the bid proposal.

2. PRECAST MANHOLES

A. Manhole base sections shall be cast with an integral floor and shall be constructed in accordance with the details shown on the plans.

B. Manhole riser sections shall be constructed in accordance with the plans and details and these specifications. When pipe openings are required in manhole riser sections they shall be of the same type and meet the same requirements as the pipe openings in the precast bases.

Manhole riser sections for each manhole shall be furnished in the proper combination of lengths to construct the manhole in conjunction with the other components to the finished grade shown on the plans.

C Eccentric cone sections shall be constructed in the same manner as other components except the top of the cone will have a flat surface to accommodate the manhole ring and cover or grade adjusting rings instead of a tongue or groove.

Generally openings will not be required in the wall of the cone section of the manhole.

D. Manhole grade rings shall comply with all the requirements for manhole riser sections except they shall be cast smooth both sides without tongues and/or grooves.

Manhole grade rings shall be sized to fit the smooth small end of the cone section and shall be cast in heights of 2", 4" or 6".

E. Joint seals for precast concrete manholes shall be a bitumastic sealer such as Ram-Nek or approved equal, a soft rubber sealer such as Butyl-Lok or approved equal or an approved "O" ring gasket or a combination of the above if required to achieve a water tight joint.

F. All water tight Storm Sewer Manholes constructed on this project shall have Neenah R-1755-C watertight manhole rings and covers or approved equal.

No separate payment will be made for the protective plastic manhole linings or for the water tight manhole rings and covers but the cost of these items shall be included in the price bid for water tight Storm Sewer Manholes.

In addition to the markings required by ASTM Specification C-478, all components of each manhole shall be, marked with location identifying information such as manhole number or line number and station value where manhole is to be installed. If the manhole has openings for installation of branch lines above the base section, each manhole section shall be clearly marked with the sequence of installation to assure the branch opening will be at the correct elevation.

3. FIBERGLASS MANHOLES

A. SCOPE

Fiberglass reinforced polyester manholes shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl resins, with fiberglass reinforcements and in accordance with the latest edition of ASTM D 3 753 (Standard Specification for Glass-Fiber Reinforced Polyester Manholes). Fiberglass manholes shall be used with fiberglass or plastic sewer pipe.

B. MATERIALS

1. **Resin:** The resins used shall be a commercial grade unsaturated polyester resin.

2. **Reinforcing Materials**: The reinforcing materials shall be commercial Grade "E" type glass in the form of mat, continuous roving, chopped roving, roving fabric, or a combination of the above, having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

3. **Surfacing Materials**: If reinforcing materials are used on the surface exposed to the contained substance, they shall be a commercial grade chemical-resistant glass organic surfacing mat having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

4. **Fillers and Additives**: Fillers, when used, shall be inert to the environment and wet well construction. Additives, such as thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used. The resulting reinforced plastic material must meet the requirement of this specification.

C. FABRICATION

1. **Exterior Surface**: The exterior surface shall be relatively smooth with no sharp projections. Handwork finish is acceptable if enough resin is present to eliminate fiber show. The exterior surface shall be free of blisters larger than ½ inch in diameter, de-lamination and fiber show.

2. **Interior Surface**: The interior surface shall be resin rich with no exposed fibers. The surface shall be free of crazing, de-lamination, blisters larger than ½ inch in diameter, and wrinkles of 1/8 inch or greater in depth. Surface pits shall be permitted up to 6 per square foot if they are less than ¾ inch in diameter and less than 1/16 inch deep.

3. **Defects not permitted**:

Exposed fibers: glass fibers not wet out with resin.
Resin runs: runs of resin and sand on the surface
Dry areas: areas with glass not wet out with resin.
De-lamination: separation in the laminate.
Blisters: light colored areas larger than ½ inch in diameter.
Crazing: cracks caused by sharp objects
Pits or Voids: air pockets.
Wrinkles: smooth irregularities in the surface.
Sharp projection: fiber or resin projection necessitation gloves for handling.

D. PHYSICAL REQUIREMENTS

1. **Load Rating**: The complete manholes shall have a minimum dynamic-load rating of 16,000 ft-lbs. when tested in accordance with this standard. In order to establish this rating, the complete manhole shall not leak, crack, or suffer other damage when load

tested to 40,000 ft-lbs. and shall not deflect vertically downward more than ¼ inch at the point of load application when loaded to 24,000 lbs.

2. **Stiffness**: The manhole cylinder shall have a minimum pipe stiffness value as shown below when tested in accordance with A.S.T.M. 3753 8.5 (note 1)

Depth Ft.	F/dy.psi
3 – 6.5	0.75
7 – 12.5	1.26
13 – 20.5	2.01
21 – 25.5	3.02
26 – 35	5.24

3. **Soundness:** In order to determine soundness, apply an air or water pressure test to the manhole test sample. Test pressure shall not be less than 3 psig or greater than 5 psig. While holding at the established pressure, inspect the entire manhole for leaks. Any leakage through the laminate is cause for failure of the test. Refer to A.S.T.M. 3753 8.6.

4. **Chemical Resistance**: The fiberglass manhole and all related components shall be fabricated from corrosion proof material suitable for atmospheres containing hydrogen sulfide and dilute sulfuric acid as well as other gases associated with the wastewater collection.

5. **Physical Properties**:

	Hoop Direction	Axial Direction
a. Tensile Strength (pi)	18,000	5,000
b. Tensile Modulus (pi)	0.6×10^6	0.7×10^6
c. Flexural Strength (psi)	26,000	4,500
d. Flexural Modulus (psi)	1.4×10^6	0.7×10^6
e. Compressive (psi)	18,000	10,000

6. **Minimum Wall Thickness**: Shall be 0.48” nominal at all depths of the manholes.

E. TEST METHODS: All tests shall be performed as specified in A.S.T.M 3753 latest edition, section 8. Test method D-790 (see note 5) and test method D-695.

F. QUALITY CONTROL: Each completed manhole shall be examined for dimensional requirements, hardness, and workmanship. All required A.S.T.M 3753 testing shall be completed and records of all testing shall be kept and copies of test records shall be presented to customer upon formal written request within a reasonable time period.

G. CERTIFICATIONS: As a basis of acceptance the manufacturer shall provide a independent certification which consist of a copy of the manufacturer’s test report and accompanied by a copy of the test results that the manhole has been sampled, tested,

and inspected in accordance with the provisions of this specification and meets all requirements.

H. SHIPPING AND HANDLING: Do not drop or impact the fiberglass manhole. Fiberglass manhole may be lifted by inserting a 4" x 4" x 30" timber into the top of manhole with cable attached or by a sling or "choker" connection around center of manhole, lift as required. Use of chains or cables in contact with the manhole surface is prohibited.

I. CONCRETE:

1. **Fiberglass Bottom**: Manholes may have fiberglass bottoms that are a minimum of 6" below the OD of the pipe invert when concrete is used to form the invert. Manufactured fiberglass inverts and bench areas are allowed, or concrete may be used to form bench area and invert. Concrete is to be used on top of anti-flotation ring and around the reducer section as required for buoyancy.

2. **Concrete Bottom**: Lower manhole into wet concrete until it rests at the proper elevation, with a minimum of 4 inches of fiberglass manhole inserted into the wet concrete below flow line, then move manhole to plumb. The concrete shall extend a minimum of one foot from the outside wall of the manhole and a minimum of 6 inches above incoming lines. On the inside concrete shall form the bench and invert area and rise a minimum of 4 inches above incoming lines. If required by Engineer concrete may be used around reducer section for buoyancy control.

BACKFILL:

1. **Backfill Material**: Unless shown otherwise on drawings and approved by the Engineer, sand, crushed stone, or crushed gravel shall be used for backfill around the manhole for a minimum distance of one foot from the outside surface and extending from the bottom of the excavation to the top of the reducer section. Suitable material chosen from the excavation may be used for the remainder of the backfill. The material chosen shall be free of large lumps or clods, which will not readily break down under compaction. This material will be subject to approval by Engineer.

2. **Backfill Procedure**: Backfill shall be placed in layers of not more than 12 loose measure inches and mechanically tamped to 95% Modified Proctor Density, unless otherwise approved by Engineer. Backfill shall be placed in such a manner as to prevent any wedging action against the fiberglass manhole structure.

K. MARKING and IDENTIFICATION: Each manhole shall be marked on the inside and outside with the following information:

Manufacturer's name or trademark
Manufacturer's factory location
Manufacturer's serial number
Total length

4. MANHOLE RINGS AND COVERS

A. Manhole rings and covers furnished for this project shall be pattern No. 300-24 as produced by Western Iron Works, Inc., 21 E. 6th St., San Angelo, Texas 76903-5493 or Bass and Hays Foundry, Inc., 238 South Bagdad Rd., Grand Prairie, Texas 75050, or approved equal.

B. WATER TIGHT MANHOLE COVERS

(1) Water tight manhole rings and covers furnished for this project shall be number R-1755-C as manufactured by Neenah Foundry Company, P.O. Box 729, Neenah, Wisconsin 54957, or approved equal.

(2) When watertight replacement sanitary sewer manhole rings and covers are called for on the plans and in the bid proposal they shall be Neenah Foundry Co. No. R-1755-C or approved equal.

No separate payment will be made for adjusting to grade of the replacement watertight manhole rings and covers. The contractor shall schedule this work to coincide with other manhole and water valve adjustments and any costs that might be involved shall be included in the price bid for replacement water tight manhole rings and covers.

(3) Manhole vents shall be used in conjunction with watertight rings and covers spaced every third manhole or as indicated on the plans. Vents shall be constructed as indicated on City design and construction standards.

C. Pressure type manhole rings and covers may be required for certain storm sewer applications. When pressure type manhole rings and covers are called for on the plans and/or bid schedule they shall be Western Iron Works Pattern #380-24P or approved equal. The manhole cover shall be sealed with an “O” ring gasket in a ring groove and shall be secured to the ring by six (6) five-eighths inch (5/8”) stainless steel bolts. The ring shall have six (6) one and one quarter inch (1-1/4”) bolt holes in the flanges for securing the ring to the concrete slab top on the manhole.

D. All manhole covers except grate type shall have two blind pick holes or pick bar cast into them. The blind pick holes or pick bars shall be placed on opposite sides of the cover.

E. All manhole covers except grate type shall have cast into their tops in letters 2 inches high minimum one of the following:

CITY OF MIDLAND
SANITARY SEWER
OR
CITY OF MIDLAND
STORM DRAIN

which ever is applicable.

2.08 GRANULAR MATERIALS

A. GRANULAR MATERIAL GRADATION CLASSIFICATIONS:

Granular materials furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as sharp grained sand, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM C33 Grade #57	x			
ASTM C33 Grade #67	x			
ASTM C33 Grade #8		x	x	
THD 1982 Item 302 Type D Grade 4		x	x	
THD 1982 Item 302 Type D Grade 5			x	
Crusher fines**			*x	x

*100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the ¾" sieve.

** Approximate Gradation for Crusher Fines.

Sieve Size	% Passing
2 inch	100
# 4	35 - 100
# 10	20 - 100
# 40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

B. GRANULAR MATERIAL USE DESIGNATIONS:

Granular materials provided for Foundation, Bedding, Encasement, or Backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B bedding where specified.
Granular Encasement	Placed below an elevation one half foot (6") above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

PART 3 – EXECUTION

3.01 LOCATION OF WORK

A. The work will be located as shown on the plans.

B. It may be necessary for the Engineer to shift lines as reasonable amount to avoid an obstruction to the construction or to reduce right of way difficulties. The Contractor will not be allowed any additional compensation due to shift of lines. Additional compensation will be allowed only for lengthening of lines.

3.02 PROTECTION OF SURFACE STRUCTURES

A. All surface structures and features located outside the permissible excavation limits for underground installations, together with those within the construction areas which are indicated in the Plans as being saved, shall be properly protected against damage and shall not be disturbed or removed without approval by the Engineer.

B. Obstructions such as street signs, guard posts, mail boxes and other items of prefabricated construction may be temporarily removed during construction provided that essential service is maintained in a relocated setting as

approved by the Engineer and that non-essential items are properly stored for the duration of construction. Upon completion of the underground work, all such items shall be replaced in their proper setting. This removal, relocation and replacement shall be at the sole expense of the Contractor.

In the event of damage to any surface structures or improvements, either privately or publicly owned, in the absence of construction necessity, the Contractor will be required to replace or repair the damaged property to the satisfaction of the Engineer and without cost to the Owner.

3.03 INTERFERENCE OF UNDERGROUND STRUCTURES

A. When any underground structure interferes with the planned placement of the pipeline or appurtenances to such an extent that alterations in the work are necessary to eliminate the conflict or avoid endangering effects on either the existing or proposed facilities, the Contractor shall immediately notify the Engineer and the Owner of the affected structure. When any existing facilities are endangered by the Contractor's operations, he shall cease his operations at the site and take such precautions as may be necessary to protect the in place structures until a decision is made as to how the conflict will be resolved.

B. Without specific authorization from the Engineer, no essential utility service shall be disrupted, nor shall any change be made in either the existing structures or the planned installations to overcome the interference. Alterations in existing facilities will be allowed only to the extent that service will not be curtailed unavoidably and then only when the encroachment or relocation will satisfy all applicable regulations and conditions.

C. Wherever alterations are required as a result of unforeseen underground interference not due to any fault or negligence of the Contractor, the Engineer will issue a written order covering any additional or extra work involved and specifying the revised basis of payment, if any. Any alterations made strictly for the convenience of the Contractor shall be subject to prior approval and shall be at the Contractor's expense.

D. No extra compensation will be allowed for delays caused by the interference of underground structures.

3.04 SEPARATION BETWEEN SANITARY SEWERS AND WATER MAINS

A. Sanitary sewers and service lines shall be installed so that the separation between the sewer and water mains is not less than 9 feet in all directions. The 9 feet shall be measured between the nearest outside edges of the pipe.

B. When the required 9 foot minimum separation cannot be maintained and a sanitary sewer must be constructed parallel to a water main, the sanitary sewer shall be constructed of ductile iron or PVC pipe meeting AWWA specification or having NSF approval for potable water pipe, with a pressure rating of 100 psi for both the pipe and the joint. The sanitary sewer line shall

be installed in a separate trench and may be placed no closer than 2 feet vertically and 4 feet horizontally from the water main, with the separation being measured from the nearest outside walls of the pipes. The sanitary sewer shall be constructed lower than the water main.

C. When a sanitary sewer must cross a water main and the 9 feet required separation cannot be maintained, the sanitary sewer may be constructed with a minimum clear separation between the outside diameters of the two pipes of 6 inches if that part of the sanitary sewer within 9 feet of the water main is constructed of ductile iron pipe or PVC pipe meeting AWWA specifications, having a 150 psi pressure rating and equipped with pressure type joints. One length of the sewer pipe must be centered on the water main and where possible, the sanitary sewer should pass under the water line.

D. When the 9 foot required separation cannot be maintained and a sanitary sewer force main must be constructed parallel to a water main, the sanitary sewer force main shall be constructed of ductile iron or PVC pipe meeting AWWA specifications and having a pressure rating of 150 psi and equipped with pressure type joints. The force main must be constructed with a minimum vertical separation of 2 feet and a minimum horizontal separation of 4 feet measured between the outside diameters of the pipes. The force main must be constructed lower than water main.

Table I showing separation of water and sewer lines and construction materials allowed:

TABLE 1
SEPARATION OF WATER AND SEWER LINES

Condition	Location	Material		Separation (Min.)		Comments
		Water	Sewer	Vert.	Horiz.	
NEW WATER AND NEW SEWER SYSTEM						
New Water & New Sewer Gravity Sanitary Sewer Parallel to Water Main	Water above Sewer	Std.	CI DI PVC 150 PSI	2’	4’	Separate Trenches
Gravity Sanitary Sewer Crossing Water Main	Water above Sewer or Sewer above Water	Std	CI DI PVC. 150 PSI	6”	NA	Center one joint of sewer pipe on water main
Gravity Sewer Crossing Water Main	Water above Sewer	Std	ABS, Clay Conc. composite	2’	NA	Cement stabilize sand initial backfill zone each side of crossing. Center of sewer for 9 ft one joint of sewer pipe on water Main
NEW WATER AND EXISTING SANITARY SEWER						
New Water Parallel Existing Sewer	Water above Sewer	Std.	Clay, Conc. ABS CI DI PVC	2’	4’	If sewer shows no sign of leakage, then leave sewer alone. If Sewer shows signs of leakage, then repair or replace.
New Water Crossing Existing Sewer	Water above Sewer	Std	Clay, ABS Conc. composite	2”	NA	If sewer shows no sign of leakage, then leave sewer alone if sewer shows signs of leakage then repair or replace.
New Water Crossing Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	NA	Replace existing sewer with one joint CI,DI,PVC-150 Centering over waterline
New Water Parallel to Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	4’	Replace existing sewer with CI, DI, PVC – 150 PSI or Cement Stabilized sand back- fill initial Backfill none of sewer where parallel closer than 9 ft., or Encase the water in 150 PSI Pipe two nominal sizes larger.

EXISTING WATER AND NEW SANITARY SEWER						
New Sewer parallel Existing Water	Water above Sewer Or Sewer above Water	Std	CI DI PVC 150 PSI	2'	4'	Separate trenches
New Sewer crossing Existing Water	Water above Sewer or Sewer above water	Std	CI DI PVC 150 PSI	6"	NA	Center one joint of sewer pipe on water main.
New Sewer crossing Existing Water	Water Above Sewer	Std	Clay, ABS Conc. composite	2'	NA	Cement Stabilize sand initial backfill zone of sewer for 9 ft each side of crossing. Center one joint of sewer pipe on water main.

3.05 EXCAVATION

A. Excavation of every description and of whatever materials encountered shall be made to the alignment and depth shown on the plans or as directed by the Engineer. Excavation shall be made by open cut. Sides of trenches shall be kept as nearly vertical as possible and the trench shall be so braced, sheeted and drained that workmen may work safely and efficiently therein. The trenches shall be sufficiently straight between designated angle points to permit the pipe to be laid true to line in the approximate center of the trench.

B. The trench width may vary with and depend upon the depth of trench, the diameter of pipe to be laid and the nature of the material to be excavated; but in any case shall be of ample width to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted properly. The minimum width of unsheeted trench shall be 18 inches. The maximum clear width of trench at the top of the pipe shall be not more than two (2) feet greater than the outside diameter of the pipe for pipes up to 33" diameter except by consent of the Engineer. Whenever, for any reason, the maximum trench width is exceeded, the Contractor shall provide, at his own expense, pipe of higher class and/or bedding adequate to sustain the increased soil load as calculated by the Engineer.

C. Trenches shall be undercut to provide for the class bedding specified and/or shown on the plans. Bell holes shall be excavated to insure the pipe resting for its entire length upon the bedding material. Where trenches are under-cut beyond the depth required for bedding the trench shall be brought to grade by using crushed aggregate as specified for foundation herein. The use of loose native soil will NOT be permitted for this purpose.

D. No pipe shall be laid in water. Where the ground water table is at or above trench bottom, the Contractor shall de-water the trench to permit the pipe to be laid on a solid foundation.

   Costs for de-watering by whatever method selected shall be considered incidental to the price bid per foot of pipe.

   The Contractor shall discharge pumps to the natural drainage channels, or if permitted, to other sewer or drains.

Where sewer pipelines are located in or across streambeds or drainage ditches, the Contractor shall divert the stream flow and de-water each section as the work progresses.

E. Temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers, and other obstructions encountered in the progress of the work shall be furnished by the Contractor at his own expense under the direction of the Engineer.

F. Whenever wet, soft or unstable soil, incapable of properly supporting the pipe, manholes or other structure is encountered in the trench, a further depth and/or width shall be excavated and refilled to trench bottom grade with gravel or other approved suitable material thoroughly compacted to assure a firm foundation for the pipe.

G. Rock, boulders and large stones shall be removed to provide a clearance of at least six (6) inches below the outside barrel of the pipes, valves, or fittings and to a clear width of six (6) inches on each side of all pipe and appurtenances for pipe 15 inches in diameter or less, and a clear width of nine (9) inches on each side of all pipe and appurtenances for pipe larger than 15 inches in diameter. Adequate clearance for properly joining pipe laid in rock trenches shall be provided at bell holes. The space between the rock at the bottom of the trench and the bottom of the pipe barrel shall be filled with compacted bedding material.

H. The Engineer shall be notified of any need for blasting to remove materials which cannot be broken up mechanically, and there shall be no blasting operations conducted until the Engineer's approval has been secured. Blasting operations will be allowed only when proper precautions are taken to protect life and property, and then shall be restricted as the Engineer directs. The Contractor shall assume full responsibility for any damage caused by blasting, regardless of the requirements for notification and approval. The Contractor shall secure any required permits for blasting and shall conduct blasting operations in conformance with all applicable State and local laws, regulations and ordinances.

I. In the event the Contractor desires to employ tunneling in locations other than as shown on the Plans in order to avoid replacement of sidewalks, etc., he shall do so only upon receipt of specific permission from the Engineer. Tunneling of this nature shall be considered incidental.

J. Excavated materials will be classified for reuse as being either suitable or unsuitable for backfill or other specified use.

3.06 SPECIAL SAFETY PROVISIONS

1. TRENCH SAFETY SYSTEMS

A. DESCRIPTION

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more. Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, de-watering or diversion of water to provide adequate drainage.

B. CONSTRUCTION METHODS

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, 1989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. Arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires “Design by a qualified person or a qualified engineer,” [For example see 1926.652 (b) (3) and 1926.652 (c) (4)], a “qualified person or qualified engineer” shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

C. TRENCH SAFETY PROGRAM

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

D. INSPECTION

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

2. SAFETY RESTRICTIONS - work near high voltage lines

The following procedures will be followed regarding the subject item on this contract:

A. Warning signs painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

B. All equipment except back hoes or dippers that may be operated within ten feet of high voltage lines shall have an insulating cage-type of guard about the boom or arm and insulator links on the lift hook connections.

C. When necessary to work within six feet of high voltage electric lines, notification shall be given the power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

D. The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

3.07 PIPE LAYING

A. All gravity pipe shall be laid using approved grade boards, furnished and set by the Contractor at no additional cost to the Owner, according to the grade stakes established by the Engineer. The maximum spacing of grade boards shall be fifty (50) feet. No sewer shall be laid unless there is a minimum of three grade boards set to check the proper grade and alignment ahead. The Contractor shall provide and use a suitable grade rod to insure the proper grade of the pipe.

B. The Contractor may use the laser beam method of setting a line and grade for the sewer by using the laser beam coaxially through the center of the sewer being laid. The laser beam projector is to be rigidly mounted to its support platforms, with a two-point suspension, or equivalent, assuring that all ground and equipment vibrations are kept to an absolute minimum. The Contractor shall furnish all equipment including equipment necessary to control atmospheric conditions in the pipe to keep line and grade to acceptable standards of accuracy. Competent experienced people who have been properly trained to operate the equipment used must operate the laser beam system.

C. The Contractor shall stake check pegs at all manholes throughout the job. Check pegs midway between manholes and any other checkpoints deemed necessary to assure accuracy of the equipment shall be provided by the contractor.

D. Each piece of pipe and special fitting shall be carefully inspected before it is placed and no defective pipe shall be laid in the trench. Pipe laying shall proceed upgrade, starting at the lower end of the grade and with the bells uphill. No pipe shall be laid except in the presence of an inspector representing the Engineer. Any pipe laid except in the presence of an inspector representing the Engineer shall be subject, at the contractor's expense, to a television camera inspection and survey by the city. Trench bottoms found to be unsuitable for foundations after pipe laying operations have started shall be corrected and brought to exact line and grade with approved compacted granular material as specified for foundation in Item 2.07 A. of these specifications.

E. Pipe laying shall proceed up-grade with spigot or tongue ends pointing in the direction of flow. The spigot shall be centered in the bell, and pipe shoved into position, and brought into true alignment. It shall be secured there with bedding material carefully tamped under and on each side of it, excepting at bell holes. Care shall be taken to prevent dirt from entering the joint space.

F. Any defective or damaged pipe discovered after the line is laid or any gravity pipe, which has had its grade or joint, disturbed after laying shall be removed and replaced or relayed. The section of line in which such damaged or displaced section is discovered shall be retested after corrections are made.

G. Where excavation for buildings or other portions of the work have been carried below the line and grades of the pipe, thorough tamping of approved crushed stone backfill and the use of adequate bracing and blocking under the pipe will be required to insure against settling and shearing of the pipe. In areas where noted on plans, Portland cement stabilized material or concrete shall be used for backfill to provide adequate bracing for pipe and protection of structures.

H. All manhole connections for PVC or other Polymer based pipe shall be made using "A Lok Gaskets" or "Kor-N-Seal" boots or other approved water stop devices. Only Portland cement grout that expands upon curing or approved non-shrink grout will be incorporated into any manhole connection.

I. Connections to manholes for other types of pipe shall be in accord with the pipe manufacturers specifications and other applicable requirements of these specifications. The resulting joint shall meet the leakage test requirements of these specifications.

J. The exposed end of all pipes shall be fully protected with a stopper or bulkhead at the end of each day's work to prevent earth, debris, small animals, or other substances from entering the pipe. The interior of the sewer shall be carefully freed from all dirt, jointing compound, or superfluous material of every description as the work progresses.

3.08 CONNECTION AND ASSEMBLY OF JOINTS

1. JOINING PVC OR OTHER POLYMER BASED PIPE

A. The type of joint and the material to be used shall be as shown on the plans or specified herein. Factory cast compression joints shall be free of dirt and lubricated before inserting the barrel into the bell. After the spigot is centered in the bell, the pipe shall be shoved home solidly by using a wood block and bar. The Contractor shall keep the ends of the pipe closed to prevent dirt and other material from entering the pipe during placement. All joints must be water tight, and any leaks or defects discovered must be repaired immediately. Any pipe, which has been disturbed after being laid, must be taken up, the joint cleaned and properly relayed as directed by the Engineer.

Lubricant used shall be as recommended by the pipe manufacturer.

B. Field-cut pipe must be beveled for insertion into the gasketed bell or coupling. Bevels can be made with a hand or power tool. Bevels shall be made to pipe manufacturer's specifications. If pipe manufacturers specifications are not available the bevel may be made at 15 degrees to the longitudinal axis of the pipe through one half (l/2) the wall thickness.

C. After pipe has been cut and beveled, a new full insertion mark located as recommended by the pipe manufacture shall be made using a felt tip pen. The contractor may determine the location of the insertion mark by measuring the mark location on a factory marked joint of pipe if manufacturer's specifications are not available.

2. JOINTING CORRUGATED STEEL PIPE

A. Gaskets for corrugated steel pipe shall be "O" Ring or sleeve types. Sleeve gasket shall be carefully placed on one joint of pipe. When the pipe is aligned and brought end to end the gasket shall be carefully centered over the joint between the ends of the pipe. "O" ring gasket shall be installed in accordance with the manufacturer's recommendation.

B. When "O" ring gaskets are furnished a flat gasket shall be furnished and placed between the overlapping portions of the band. The gasket shall extend the full width of the band and shall be of sufficient depth to assure a watertight joint.

C. The coupling band shall be carefully centered over the joints and tightened to the pipe manufacturer specifications. Care shall be taken during the tightening process to assure a snug uniform fit for the entire circumference of the pipe.

3. PROTECTING AND COVERING JOINTS

A. The contractor shall keep the ends of the pipe closed during the time of construction to prevent the entry of dirt, debris, small animals and other foreign objects.

B. Joints shall not be covered until approved by Engineer or his representative. Connections, which are for future use, shall be properly capped.

3.09 CONNECTIONS TO EXISTING STRUCTURES

A. Where shown on the plans, the contractor shall connect the new sewer to existing manholes. If no stub out is present in the existing manhole for such connection, the contractor shall construct such connection by making a hole in the side of the existing manhole using a coring machine or other approved method and installing a “KOR N Seal” boot as manufactured by N.P.C. Systems, Inc. or other approved water tight manhole connector.

The contractor shall use caution in constructing the connection to the existing manhole. Damage to the manhole that, in the opinion of the Engineer, would impair the use and/or function of the manhole shall be just cause to require the contractor to reconstruct the manhole at contractor’s expense. Such damage shall include but not be limited to cracking of the manhole riser section, spalling around the connection significantly reducing manhole wall thickness or excessive oversize in the opening for the new connection requiring any filler other than the manhole connector and/or non-shrink grout specified.

The contractor shall make such changes in the invert of the manhole as may be necessary to provide a smooth flow of the water through the manhole. Any connection to existing structures required in the Plans shall be accomplished by the Contractor and shall be incidental item with no direct compensation being made unless listed as a pay item in the bid proposal.

B. If the work consists of the construction of a sewer that is to replace an existing sewer, all of the existing service lines shall be kept in operation and connected to the new line.

C. Connections shall be made to all existing sewer lines in the vicinity of the work by removing a section of the sewer for the existing line and inserting in the space a tee branch of proper size, or by the construction of a manhole, regulator chamber of other structure as shown on the Drawings.

D. Connections to building services shall be made in a neat and workman like manner. Clean out plugs shall be installed wherever feasible, by making the connections with a standard wye or tee-wye. When clean out plugs are installed they should be located as near the right of way line as practical.

3.10 BACKFILL OPERATIONS

1. GENERAL

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline, so as to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by-section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. For this specification backfill is defined as any material placed in the trench above the bedding zone other than the pipe or conduit and appurtenance.

For flexible pipe the backfill between the bedding material and the crown of the pipe shall be crushed stone suitable for encasement as specified in article 2.07 of the specifications. When Portland cement stabilized backfill is used above the pipe zone; the crushed stone encasement shall extend to 1' above the crown of the pipe.

C. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

D. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited at locations shown on the plans or as directed by the Engineer at no additional compensation.

E. Backfill materials placed in the pipe zone shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Above the pipe zone the backfill material shall be placed uniformly across and along the trench in depth suitable for the compaction method used and compacted to a minimum of the density specified for the material used and the trench location. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon.

The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

F. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods, so as to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

G. The maximum loose thickness of each backfill layer placed above the pipe zone shall be 12 inches, except that 16 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer and in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. “Hydro tamps”, “vibra tamps” or other heavy compacting equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

H. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor’s discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

I. For the duration of the warranty period of the project, the Contractor shall assume full responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

2. BACKFILL IN PUBLIC RIGHTS-OF-WAY AND OTHER AREAS WHERE SETTLEMENT IS CRITICAL

A. GENERAL REQUIREMENTS

(1). Backfill above the pipe zone in public rights-of-way and under paved parking lots, near structures or other utilities where settlement can cause damage shall be made using Portland cement stabilized backfill or crushed stone screenings (crusher fines).

The pipe zone is defined as that portion of the trench extending from the bottom of the trench to 12” above the crown of the pipe or conduit.

(2) Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using Portland cement stabilized backfill material or crushed stone screening (crusher fines).

(3) The minimum depth of stabilized backfill or crusher fines shall be twelve (12”) inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.
When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in streets that are scheduled for immediate paving, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8”) inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities the backfill shall extend to the top of the course the contractor has finished, or the top of the base course, which ever is lower.

If the final course of asphaltic concrete has been placed, the street or alley surface shall not be cut for utility installation.

In streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6”) inches in which case the maximum depth of the “pipe zone” shall be limited to six (6”) inches above the top of the utility line or conduit.

B. BACKFILL MATERIALS

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall NOT be used.

When Portland cement stabilized backfill is to be used, the contractor shall submit a mix design prepared by an approved commercial laboratory for approval before the trenching operation is begun. When native soil is to be used samples may be taken along the proposed route by boring or other approved means. Samples must be representative of the full trench depth.

The mix design shall be such that the minimum 7-day compressive strength is 150 psi when tested according to test method Tex 418-A.

The minimum cement content for Portland cement stabilized backfill shall be 1 sack per cubic yard.

Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

Caliche used for Portland cement stabilized backfill shall be crushed material conforming to Texas State Department of Highways and Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

Native soil used for Portland cement stabilized backfill shall be clean, free of clods and organic matter, and free of rock in excess of 2”.

(2) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the requirements of Article 2.07 of these specifications.

(3) Trencher excavated rock material shall be screened so that the largest diameter material is less than 2". The screened rock material used for backfill shall have sufficient moisture added so that the backfill will bind with the fines. The rock material backfill shall be tamped or compacted in two (2) foot lifts. A sheeps foot roller shall not be used unless there is two (2) feet or more compacted backfill above the pipe bedding.

C. BACKFILL CONSTRUCTION

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety-five (95%) modified proctor densities by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench. The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90%-modified proctor will be deemed adequate.

3. BACKFILL OUTSIDE OF PUBLIC RIGHTS-OF-WAY WHERE SETTLEMENT IS NOT CRITICAL

A. In areas outside of public rights-of-way and in the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

B. Suitable material shall be defined as a mineral soil reasonably free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

C. The backfill material placed in this area shall be compacted by suitable means to a minimum density equal to the density of the undisturbed surrounding soil. City Engineer MUST approve water flooding as a means of compaction.

4. TRENCH BACKFILL BEHIND CURB AND GUTTER

A. When utilities are placed behind the curb in paved streets and other landscaped areas the backfill shall be the same as elsewhere in the right-of-way or other applicable location except that in grassed areas and in flower beds the top six (6") inches of backfill shall be good quality top soil. When utilities are placed behind the curb in grassed or landscaped areas where no sidewalk is to be constructed and the edge of the trench is a minimum of 2 feet from the back of curb or where sidewalk is to be constructed and the minimum distance from both the back of curb and the edge of the sidewalk to the edge of the trench is 2 feet the contractor may elect to use suitable native soil for backfill. The native soil backfill shall be compacted to 95% modified proctor density to within 6" of the top of curb height. The top 6" of backfill shall be good topsoil and shall be compacted to the density of the adjacent soil.

B. Sidewalks shall be repaired by removing and replacing the complete section or sections that have been damaged. Strip patching through sidewalks will not be permitted.

The replacement sidewalk shall be of the same design and section as the walk removed and shall be of equal or better workmanship.

C. When utilities are placed in paved areas behind curbs the pavement shall be repaired as specified for street pavement.

D. Grassed areas and flowerbeds shall be restored as nearly as possible to the original condition. Care shall be taken to avoid damage to sprinkler systems.

Mail boxes and other appurtenance in the construction area. Any damage to said items shall be repaired immediately.

E. All repairs made behind the curb shall be to the satisfaction of the property owner responsible for their maintenance and/or to the satisfaction to the City Engineer.

3.11 INLET STRUCTURES AND LEADS AND CLEANOUTS FOR STORM SEWERS

A. Corrugated Galvanized Steel Slotted Drains for Nuisance water inlets only.

(1) Slotted drains shall be the sizes and lengths as shown on the plans and constructed at the locations as shown on the plans or at locations to be established on the job site.

(2) Slotted drains shall not be installed under asphalt pavement but shall have a section of concrete gutter constructed around it as shown on the detail drawings.

Slotted drains shall be protected from the entrance of debris, concrete or HMAC by closing the slot with one or two layers of heavy duct tape or similar material. In addition, the slot for slotted drain shall have a 2-½ inch or ¾ inch board attached to use as a guide for placing and edging the concrete.

Unless otherwise approved or directed by the Engineer the removal of tape and planking from the slotted drain should be accomplished as part of the final clean up.

B. Curb inlets, grate inlets and combination inlets

(1) General

Curb inlets, grate inlets and combination inlets may be pre-cast or cast-in-place at the contractor's option unless specifically shown otherwise on the plans and bid proposal.

(2) Pre-cast inlet boxes

(a) Construction and finish for pre-cast inlet boxes shall conform to details shown on the plans and all applicable requirements for pre-cast manholes.

(b) Tops for curb inlets and combination inlets may be cast in place or pre-cast. Extra care will be required in setting pre-cast tops to assure curb and gutter match.

(c) Pipe connections, bedding, setting and backfill for pre-cast inlets shall be in accord with the applicable requirements for pre-cast manholes article 3.12 of these specifications.

(3) Cast in place inlets

(a) Cast in place inlets shall be constructed of class "C" reinforced concrete as specified in item 1-B "Concrete for Structure" in these specifications.

(b) Forms for cast in place inlets shall be straight, clean and in good condition. Forms shall be properly cleaned and oiled before concrete is placed.

(c) Construction joints may be placed in cast in place inlets at locations shown on the plans. When construction joints are used, extra care will be required to assure that the joints are watertight.

(d) Cast in place inlets may be cast without outside forms if the soil conditions are such that true vertical walls can be cut and will stand during construction without sloughing or otherwise incorporation foreign materials into the concrete.

(e) When inlets are cast without outside forms, a plastic sheet lining may be required to prevent excessive loss of moisture from the concrete and/or to prevent incorporation of foreign material into the concrete.

A. Inlet Leads

(1) Inlet leads shall be constructed of corrugated steel pipe, PVC pipe or other material as called for on the plans and in the bid proposal.

(2) Construction of inlet leads shall be in accord with the applicable requirements for the type of pipe used.

(3) Junctions where two or more inlet leads are joined shall be made at clean outs or manholes.

B. Cleanouts

(1) Clean outs shall be constructed in accord with the plans and detail drawings.

(2) Construction and connections shall be in accord with the applicable specifications for construction of corrugated steel pipe manholes.

3.12 SANITARY SEWER SERVICES AND PLUGGED STUBS

A. Sanitary Sewer Services:

(1) On new sewer main construction all sewer laterals shall be constructed as part of the initial installation. Sewer wye fittings for sewer laterals in new construction shall be molded or fabricated with all gasketed connections. Four (4”) inch laterals shall be installed at all single-family residences and duplex. Laterals installed for apartment complexes, commercial and industrial areas shall be a minimum of six (6”) inches. Depth of laterals will be determined by depth of sewer main and applicable building codes. Laterals shall be installed using tee wyes or wyes and bends so that they will be at 90 degrees to the sewer main. Laterals shall extend to 3’ minimum beyond the property line of the served lot or tract. The contractor shall install sewer laterals according to the typical sewer lateral detail and the most current revisions of the Plumbing Code.

(2) Taps into existing lines shall use a gasketed fitting in conjunction with a full circle repair sleeve coupling, except that taps into existing ductile iron sewer may be made using the Genco Model DF sewer pipe saddle (The General Engineering Co., Frederic, MD Drawing No. R-3220-D dated 12/29/82) or approved equal.

(3) Cemented mitered connections without socket reinforcement shall not be permitted. The contractor will be permitted to use fittings, which are prefabricated, using pipe sections, molded saddles and PVC solvent cement, provided the solvent cement used in fabrication has cured for at least 24 hours prior to the installation. All solvent cement fittings shall e manufactured in the shop under controlled conditions.

(4) All caps and plugs shall be braced, staked, anchored, wired on or otherwise secured to the pipe to prevent leakage under maximum anticipated thrust from internal abnormal operating conditions or test pressures from water or air.

(5) It shall be the duty of the Contractor to keep a record of sewer service wye locations with respect to the nearest downstream manhole, but the Engineer will record ties on the end of all sewer services at the property line. When installing sewer services the Contractor shall, before backfilling, contact the Engineer or his representatives, and assist him in making ties to the end of the service in the open trench. At least two ties shall be made for each service, and if backfilling proceeds before such ties are made, the Contractor shall dig up the end of all such services, with no additional compensation, for the purpose of making ties. During backfilling the Contractor shall furnish and place a vertical steel post or 2 inch by 2 inch wooden stake set flush with finished ground surface, and extending down to the end of the sewer service, a nail shall be placed in the top of the stake to allow location of the service by metal finder.

(6) The main sewer service connection shall consist of installing an in-line wye section in the main sewer line at designated locations. Saddle wye installations will be permitted only when specifically called for. Orientation of service connection fittings shall be as shown in the standard drawings unless otherwise directed by the Engineer.

(7) Where the depth of cover over the main sewer invert is greater than 8 feet (or such other maximum as may be indicated), the service connection shall be extended outward then upward by use of bends to prevent excess loading on the sewer main in accordance with the details shown in the drawings.

(8) The Contractor shall provide the necessary wyes, tees and bends to bring the service to the proper place at the property line.

(9) Wherever service line connections to the main sewer are permitted or required to be made by the open cutout method in the absence of a built-in tee or wye fitting, the connection shall be made by using an approved type coring machine or by other approved methods producing a uniform, smooth circular cut-out as required for proper fit. The cutout discs shall be retrieved and shall not be allowed to remain within the main sewer pipe. The saddle tee shall be securely fastened to the main sewer pipe by means of epoxy resin or other approved adhesive. The entire connection fitting shall be encased in concrete to a minimum thickness of six inches and as may be shown in the standard drawings.

(10)Wherever service line connections to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(11)Connections of service lines to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(12)The end of all service connections shall be plugged with PVC plug and sealed with plastic joint material.

(13)Crushed stone bedding and backfill material, concrete encasement and protection, etc., for service line installation shall be the same as for the sewer lines.

(14)No service connections or laterals shall be covered until they have been inspected and located by the Engineer.

B. INSTALLATION OF PLUGGED STUBS ON SANITARY SEWERS

Plugged pipe stubs for future connections to manholes and sewerage structures shall be installed where shown on the Drawings or directed by the Engineer. The pipe stubs shall be installed in accordance with the specifications and details shown on the Drawings for connecting the type of pipe used to manholes.

3.13 MANHOLES

1. General

The manholes shall be constructed at the locations shown on the plans or as directed by the Engineer and in accordance with the details shown on the plans and as specified herein. After the excavation has been completed, the subgrade for the manhole base shall be graded and leveled. A crushed stone foundation having a minimum thickness of 6 inches shall then be placed on the subgrade. The crushed stone foundation shall be leveled and consolidated before the section of the manhole is placed. Pre-cast base sections shall sit in place level and plumb and to the lines and grade as shown on the plans. Cast in place bases shall be placed around the existing sewer line in accord with the plans and detail sheet. When pre-cast manhole bases are used, riser construction may proceed when the base is set on line and grade. When cast in place manhole bases are used, riser construction may proceed when the base has set sufficiently to support the weight of the riser.

Manholes shall be of the type and material shown on the plans and called for in the bid proposal and shall conform to these specifications.

All lift holes shall be filled with approved non shrink grout and bituminous material before final acceptance. Use of bituminous material or other flowable material alone to plug lift holes will not be permitted. Voids in the invert around the sewer pipe on the

inside wall of the manhole shall be grouted with cement rich grout, to conform to the rest of the wash, in accordance with the standard manhole details.

The backfill around the manhole shall be done in accordance with the details shown on the plans and trench backfill specifications.

The Contractor shall take whatever precautions necessary to protect the manholes that are under construction. At the end of the day or at such time as the Contractor deems necessary, all manholes not completed shall be covered, sealed, plugged, etc. to prevent the inflow of storm water or other objectionable material, and to prevent animals and humans from getting into the manhole.

2. PRE-CAST CONCRETE

A. Pre-cast tub bottom sections of manholes shall be set on a crushed stone foundation or bedding according to the details shown on the plans. Care shall be exercised to assure true alignment and grade for the pipe openings.

The invert of the manhole shall be constructed of cement rich grout and shall be formed to true lines; grades and curvature to assure smooth flow through the manhole. The invert shall have a steel trowel finish.

Joints for pre-cast concrete manhole riser sections shall be made Watertight by use of bitumastic or rubber sealers or “O” ring gaskets. Both sides of the tongue and groove joint shall be painted with a bitumastic primer before assembly.

The bitumastic or rubber sealer shall be clean and pliable and shall deform under the pressure of joint closure to assure a complete water tight seal. Care shall be exercised to assure proper alignment of the joint. The walls of the completed manhole shall be straight and vertical.

B. Pre-cast eccentric cone sections and precast slab manhole tops with eccentrically located manway shall be set with the manway adjacent to the up stream side of the manhole. The joints between the cone or slab top and the manhole riser shall be sealed in the same manner as the joints between the riser section. Care shall be taken in placing the cone and or slab tops to assure the manhole ring and cover can be set to match the finished paving.

C. Pre-cast grade rings will be used, when required, to bring the manhole ring and cover up to the finished grade. Grade rings may be set using cement rich grout or bitumastic seal and such as Ram-Nek or approved equal. When cement rich grout is used, care shall be taken that the space between the cone or slab top and the first grade ring and between the grade rings are completely filled without voids.

When bitumastic sealer is used the joints shall be constructed in the same manner as the joints between the riser sections.

When pre-cast manholes with PVC or other approved polymer lining are called for on the plans and bid proposal and are furnished under this contract they shall be constructed as other pre-cast concrete manholes.

In addition the joints in the lining shall be sealed by hot air welding, use of epoxy coating, or other approved means.

3. CAST IN PLACE MANHOLE BASES

A. Cast in place manhole bases shall be used only where shown on the plans or as directed by the Engineer and shall be constructed in accord with the details shown on the plans.

B. Special care shall be taken in casting the surfaces that will mate with the first risersection to assure a smooth even fit and a watertight joint.

C. The first riser section to be used with cast in place manhole bases shall be castwithout tongue or groove. The joint between the riser section and the cast in place base shall be sealed with a bitumastic or rubber sealant in the same manner as the joints in the pre-cast riser sections.

D. Care shall be taken in forming the invert of the manhole around existing sewers to assure adequate opening for the insertion of a “go – no go” mandrel or other testing equipment and cleaning tools.

4. MANHOLE RING AND COVER

A. The tops of the manhole frame and cover (ring) shall be built to the grade shown on the plans. The cast iron frame shall be firmly embedded in mortar.

B. When pressure type manhole rings and cover are specified on storm sewer manholes they shall be bolted to the concrete slab top using the “L” bolts cast into the slab for this purpose. The joint between the ring and the concrete slab top shall be made watertight using a bitumastic or rubber seal and conforming to the requirements of these specifications.

5. CORRUGATED STEEL MANHOLES

A. Corrugated steel manholes shall be constructed in accord with the details shown on the plans and in accord with the applicable requirements for the construction of corrugated steel pipe sewers.

B. Care shall be taken during the placing of backfill around corrugated steel pipe manholes to maintain the horizontal and vertical alignment of the manhole.

C. Since full contact of the flat top slab with the cement stabilized backfill is critical the backfill shall be finished smooth and to the proper grade. A thin layer of cement rich grout shall be placed on the cement stabilized backfill immediately prior to placing the concrete slab top. The grout shall be sufficient t fill all voids between the backfill and the slab and of a consistency to be forced into the voids under the weight of the slab.

3.14 TESTING GRAVITY SEWER MAINS AND MANHOLES

A. Upon completion of the sewer construction including all wyes and service laterals and before any house drains or services are connected, all sewers shall be cleaned and lamped. All runs of sewer between manholes shall be straight and true. Leakage tests shall be made to determine the amount of ground water infiltration into the sewers. Infiltration tests shall be made when groundwater level is 18 inches or more above the top of the outside of the pipe. Measurement will be taken by means of a weir placed in the lines. The maximum allowable rate of leakage shall be 25 gallons per inch diameter per mile of pipe per 24 hours, for any section of pipe with a maximum total leakage of 200 gallons per mile per 24 hours for sanitary sewers with the exception that the maximum leakage for storm drains shall be 200 gallons per inch of diameter per mile per 24 hours with a total maximum leakage of 6,000 gallons per mile per 24 hours.

When the groundwater is not at sufficient height for infiltration testing the Contractor shall use exfiltration to test the sewer lines.

B. In lieu of the infiltration or exfiltration tests the Contractor may perform air tests on the sewers.

C. If the infiltration, exfiltration, or air tests fail to meet requirements specified herein, the Engineer reserves the right to request television work to be done to locate leaks. The Contractor shall furnish all materials and equipment necessary to accomplish all infiltration, exfiltration, air or television testing.

The Contractor shall receive no additional compensation for this testing or inspection work or for repairs of corrective work required to be done to the sewers. The exfiltration tests shall be used in areas where no ground water is present.

D. Test Procedure Hydrostatic (Exfiltration)

(1) The test section shall be bulk headed and the pipe subject to a hydrostatic pressure produced by a head of water at a depth of three (3) feet above the invert of the sewer at the upper manhole under test. In areas where ground water exists, this head of water shall be three feet above the existing water table.

(2) This head of water shall be maintained for a period of one hour during which it is presumed that full absorption of the concrete manhole body has taken place and thereafter for a further period of one (1) hour for the actual test of leakage. Fiber glass manholes are exempt from the one hour absorption requirement. During this one (1) hour test period, the measured maximum allowable rate of exfiltration for any section of sewer shall be the same as allowed for the infiltration test.

E. TEST PROCEDURE AIR

(1) Where the Contractor elects to air test, he shall perform these tests with equipment similar to Air-Loc equipment manufactured by Cherne Industrial, Inc. Hopkins, Minnesota.

(2) The air test shall be made when the sewer is clean. The line shall be plugged at each manhole with pneumatic balls. Low pressure air shall be introduced into the plugged line until the internal air pressure reaches 4.0 psig greater than the average

back pressure of any ground water pressure that may submerge the pipe. At least two (2) minutes shall be allowed for the air temperature to stabilize before readings are taken and the timing started.

(3) When testing pipes 14 inches and less in diameter between consecutive manholes, the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 4.0 to 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than listed as calculated from Table 1.

When testing pipes greater than 15 inches in diameter between consecutive manholes the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 3.5 psig 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than that shown in or calculated from Table II.

TABLE I
Specification Time Required for a 1.0 PSIG Pressure Drop for Size and Length of Pipe indicated for Q = 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	3:46	597	.380	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	.854	5:40	5:40	5:40	5:40	5:40	5:40	5:42	5:42
8	7:34	298	1.520	7:34	7:34	7:34	7:34:	7:36	8:52	10:08	11:24
10	9:26	239	2.374	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	25.852	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768	51:17	75:55	102.34	128:12	153:50	179:29	205:07	230:46

1. Pipe Diameter (in.)
Minimum Time (min:sec)
Length for Minimum Time (ft.)
Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals.

Table II
Specification Time Required for 0.5 PSIG Pressure Drop for Size and Length of Pipe Indicated for Q + 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	1:53	597	.190	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	.427	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187	4:43	4:43	4:43	4:57	5:56	6:55	7;54	8:54
12	5:40	199	1.709	5:40	5:40	5:40	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24	11:20	99	6.837	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653	14:25	21:38	28:51	36:04	43:16	50:30	57:42	46:54

30 33 36	14:10 15:35 17:00	80 72 66	10.683 12.926 15:384	17:48 21:33 25:39	26:43 32:19 38:28	35:37 43:56 51:17	44:31 53:52 64:06	53:25 64:38 75:55	62:19 75:24 89:44	71:13 86:10 102:34	80:07 96:57 115:23

1 Pipe Diameter (in.)
2 Minimum Time (min:sec)
3 Length for Minimum Time (ft.)
4 Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals. All service plugs shall be secured in place to prevent displacement during testing operation.

F: DEFLECTION TEST

Deflection tests shall be performed on all flexible pipe, the tests shall be conducted after the backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5 percent. The deflection tests shall be run using a Go-No-Go mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. The tests shall be performed without mechanical pulling device, any pipe not meeting the deflection test shall be excavated and re-bedded at no cost to the owner.

The Contractor at no additional cost to the owner shall furnish the Go-No-GO Mandrel.

Upon completion of all tests, the Contractor shall provide personnel to remove each manhole cover in the presence of the Engineer's representative for inspection and depth measurement.

G. TESTING SANITARY SEWER MANHOLES

All sanitary sewer manholes shall be tested for water tightness by one of the following methods.

Manholes, except those in streets scheduled for immediate paving, shall be complete, having all adjusting rings and cover rings in place and shall be backfilled prior to testing.

Manholes in streets scheduled for immediate paving shall be complete as described above except those acceptance tests shall be made at the top of the cone section.

(1.) Vacuum Test

a. General

This item will govern the testing of all sanitary sewer manholes. All connections to manholes including drop connections shall be in place before testing.

b. Equipment

Equipment for vacuum testing manholes shall be:
MANHOLE VACUUM TESTER as manufactured by:

P.A. Glazier, Inc.
P.O. Box 1002
Worcester, MA. 01613

Or

THE CHERNE AIR-LOC MANHOLE TESTER as manufactured by:

Cherne Industries, Inc.
5700 Lincoln Dr.
Minneapolis, MN 55436-1695

Or approved equal.

c. Preparation for Testing

All connections to the manhole; except plugged stubs for future line extensions, shall be plugged using suitable pneumatic plugs. Line plugs shall be placed at a point outside of the manhole wall (approximately 8" to 10" into the sewer pipe). Drop connections shall be plugged at a point up stream from the drop.
All plugs, pipe connections and plugged stub outs shall be adequately braced to prevent them being drawn into the manhole when vacuum is applied.

d. Testing

The contractor shall set the test equipment in place and operate it in accord with the manufacturer instructions. A copy of these instructions shall be kept on the job site and shall be available to the inspector when tests are performed. When equipment is properly set up a vacuum of 10" of mercury (Hg) shall be drawn and the vacuum line valve closed. After the vacuum pump is shut off the hose shall be disconnected before the test is started.

Note: Vacuum must be at 10" Hg when test is started. The contractor may wish to draw up to 10.5" Hg vacuum and then bleed back to 10" Hg before starting the test. The test shall pass when the minimum time for the vacuum to drop from 10" Hg to 9" Hg is greater than the time shown in the following table:

TABLE 1: Minimum test times for various manhole diameters.

	DIAMETER		
Depth Feet	48"	60"	72"
8'	0:20	0:26	0:33
10'	0:25	0:33	0:41
12'	0:30	0:39	0:49
14'	0:35	0:46	0:57
16'	0:40	0:52	1:05
18'	0:45	0:59	1:13
20'	0:50	1:05	1:21
* ADD	0:05	0:06.5	0:08

Any manhole that fails the test shall be repaired and retested until it passes the test.

e. Contractors Optional Test

The contractor, at his option may wish to test manholes before they are backfilled to assure himself that the manhole is sound.
Manholes that fail the test prior to being backfilled may be repaired under vacuum by coating the area of the leak with a liquid quick setting grout allowing the grout to be drawn into the opening until the leak is stopped.

Manholes will not be accepted on the bases of this test.

f. Fiberglass Manholes

Fiberglass manholes may be tested in the same manner as concrete manholes except that all repairs to the fiberglass body of the manhole shall be made using materials furnished by the manufacturer. Repairs shall be made in accord with the manufacturer instructions.

g. No separate payment will be made for vacuum testing of manholes, but the cost shall be considered incidental to furnishing and construction of manholes as bid in the bid proposal.

2. HYDROSTATIC TESTING

a. General

This item shall govern the hydrostatic testing of manholes and may be used as an alternative to vacuum testing by the contractor.

All connections to manholes including drop connections shall be in place prior to testing manholes.

b. Testing

All connections to the manhole, except plugged stubs installed for future line extensions, shall be plugged upstream from the drop.

Plugs in pipe connections must be placed outside the manhole wall (approximately 8” to 10” into the pipe).

The manhole shall then be filled to the top of the cast iron ring (or top of the cone section for manholes in streets scheduled for immediate paving) and allowed to stand for a minimum of one hour to allow for absorption by the components of the manhole. The inspector may extend the absorption period if it appears that the manhole has not reached a stable state.

The manhole shall then be refilled to the top of the ring (or cone) and allowed to stand for up to 24 hours.

The manhole shall be checked at the end of 4 hours and will be deemed to have passed if no perceptible loss has occurred – if loss has occurred the manhole will be checked after the 24 hour period and will be considered to have passed if loss does not exceed the following schedule

Depth Ft.	Loss Inches
0 - 10’	.2
10 – 20’	.4
20 - 30’	.6

c. No separate payment will be made for Hydrostatic Testing of manholes but the cost shall be considered as incidental to furnishing and constructing manholes as bid in the bid proposal.

H. TELEVISING NEW SEWER LINES

It is the city’s intention to televise all new sanitary sewer lines for record purposes.

Immediately after the contractor completes all testing of sanitary sewer lines and manholes he shall leave all manholes accessible for televising and make allowances for the city’s camera crews working on the project site.

The contractor at his own expense before final acceptance must correct any defects discovered during the televising of sanitary sewers.

3.15 RESTORATION

A. Whenever any surface improvements such as pavement, curbing, pedestrian walks, fencing, or turf have been removed, damaged or otherwise disturbed by the Contractor’s operations, they shall be repaired or replaced to the Engineers satisfaction, to restore the improvement in kind and structure to the pre-existing condition. Each item of restoration work shall be done as soon as practicable after completion of installation and backfilling operations on each section of pipeline.

B. In absence of specific payment provisions, as separate Contract Items, the restoration work shall be compensated for as part of the work required under those Contract Items, which necessitated the destruction and replacement or repair, and there will be no separate payment therefor. If separate pay items are provided for restoration work, only that portion of the repair or reconstruction, which was necessitated by the contract, will be measured for payment. Any improvements removed or damaged unnecessarily shall be replaced or repaired at the Contractor’s expense.

C. Turf restoration shall be accomplished by sod replacement except where seeding is specifically allowed or required.

Caliche or gravel surfaced streets and driveway shall be restored to their original condition by salvaging and replacing the pre-existing caliche or gravel. If the Contractor does not salvage sufficient material during excavation operation, he will be required to furnish material to restore the surface to the depth of the original section. This caliche or gravel restoration shall be considered a part of excavation and backfill and no extra compensation will be made.

E. Bituminous and concrete surfaced streets and driveways will be restored to equal or better condition than existed prior to sewer construction. Measurement will be made of the actual quantities required to be replaced by the sewer construction and paid for at the price bid in the appropriate bid items in the proposal.

No measurement or payment will be made for work done outside the lines considered necessary for sewer construction. The Contractor will be required to replace damage outside these lines at his own expense.

F. Reconstruction of caliche base courses and concrete or bituminous surface courses shall be in substantial compliance with all applicable City of Midland Specifications pertaining to the item being restored.

3.16 CLEANUP

After completing each section of the sewer line, the Contractor shall remove all debris, construction materials, and equipment from the site of the work, grade and smooth over the surface on both sides of the line and leave the entire right-of-way in a clean, neat, and serviceable condition. No separate compensation shall be made for clean up.

3.17 PAYMENT

A. General

Payment in accordance with the following items, at the unit price bid for the work, shall constitute full and complete payment for the entire project including all incidental terms necessary for the complete and successful prosecution of the work in accordance with the intent of the plans and specifications.

Materials and work required to complete the project for which there is no bid item in the bid proposal shall be considered as incidental and the cost shall be included in the prices bid for the various items in the bid proposal.

Where payment is to be made on a unit price basis, it shall be made on the actual measured quantities as constructed in the work.

B. Sewer Pipe in Place

Unit prices bid shall cover furnishing and installation of pipe and jointing materials, including tests and all other necessary work and material to install the pipe complete in place at the depth specified. The unit of work shall be the lineal foot of the various types and sizes as shown in the proposal form. The pipe installation shall be measured

along the centerline of the sewer from center to center of manholes with no deduction in footage for manholes, wye branches, riser bases or other structure.

C. Foundation Corrections Materials

Payment for foundation correction materials shall be made at the unit price bid per cubic yard for material furnished and placed to pro vide adequate pipe base in unstable soil. The unit price shall include extra excavation below pipe grade, the material, placing and tamping.

Additional material required to backfill excess depth of excavation caused by neglect or error on the part of the Contractor or wet conditions, shall be furnished and placed at his own expense.

Removal of Street Surfacing

The Contractor shall receive no extra compensation for the removal of street surfacing including cutting of a straight edge.

E. Trench Safety Systems, Sheeting and Shoring

Measurement: Trench Safety Systems shall be measured by the linear foot of "Trench Safety Systems": Payment for work prescribed under this item shall be full compensation for the Trench Safety Systems including any Engineering and/or consulting fees and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for de-watering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

F. Manholes

Payment will be made for the various types of manholes at the unit prices bid for the various types of manholes 0 to 6' deep which price shall include excavation, furnishing and installing all materials pumping where necessary, and backfilling and all incidentals for the complete manhole in place. Measurement for manholes over 6 feet in depth shall be made of the depth of manhole in excess of six (6) feet. Manholes will be measured from the invert to the top of the casting as set.

Payment will be made for the manhole depth in excess of 6 feet at the vertical foot price bid in the bid proposal for extra depth of manhole over 6 feet for each type of manhole furnished.

G. Drop Connections to Manholes

Payment shall be made for drop connections to manhole for each drop connection made as counted in the field at the price bid in the proposal.

Said payment shall be complete compensation for furnishing all materials and fittings and making all connections to the manhole including 2' of vertical depth as measured from the invert of the incoming line to the invert of the manhole.

H. Drop Section for Manholes

Drop sections shall be paid for on a vertical footage basis as measured from the invert of the incoming line to the invert of the manhole less 2 feet and shall be paid for at the price bid per vertical foot for the various size drop connections in the bid proposal.

The price bid per vertical foot includes all fittings, granular material, if used and concrete and shall be full compensation for the complete in service drop connection.

I. Service Lines

Service lines will be measured from centerline of the sewer main to the plug end and paid for at the unit price bid per linear foot of each type of pipe as specified and as shown on the typical details.

J. Barricading and Traffic Control

The lump sum price bid in the bid proposal shall be full compensation for furnishing flag persons when required and all barricades, signs and other barricading and traffic control devices and for furnishing barricading plans and erecting and maintaining all such devices and signs as required for the duration of the period.

Updated
08/07

MIDLAND
Engineering Services

ADDENDUM #01

Project Number BPU18-03

TO ALL BIDDERS ON THE SUBJECT BID: **A-Street Utility Improvements**

ADDENDUM #01

DATE: June 19, 2020

1. Q/A and Clarification
2. Non-Mandatory Pre-Bid Meeting Agenda
3. Non-Mandatory Pre-Bid Meeting Attendance

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Boler Equipment Service, Inc.
Company Name

G Boler
Bidder Authorized Signature

6-24-2020
Date

Greg Boler
Please Print Above Name

432.694.0660
Phone

A-Street Utility Improvements
Project Number BPU18-03

Q/A and Clarification

During the Pre-Bid Meeting, the following questions were raised by one or more bidders. Below is a list of the questions along with the answers and clarifications.

Clarification: All addendum acknowledgement forms must be included with the bid for the bid to be considered complete. Bidders have sole responsibility for making sure they have and acknowledge all addendums provided for this project bid.

Clarification: Contractor must be willing to sign contract as is.

Clarification: Check that all insurance forms are in order when submitting bids.

Clarification: Check that all conflict of interest forms are completed if applicable.

Clarification: Contractor must fill out all bid items in the Proposal for the bid to be considered complete.

Clarification: Contractor is responsible for all construction staking.

Clarification: All invoice submittals are to be itemized and are to match the Proposal item list.

Clarification: Utility covers matching City Details are now available. All utility covers and cover patterns are to match the City standard details.

Clarification: Contractor is responsible for all traffic control during this project.

Clarification: There is a one (1) calendar year warranty period on this project.

Clarification: One lane of travel in each direction, north and south, must be maintained at all times at a minimum on 'A' Street.

Clarification: Contractor is responsible for notifying all adjacent properties of any planned service interruptions no less than 4two (2) business days in advance of any such interruptions. Service interruptions are to be kept as short as is reasonably possible. This requirement does not apply in emergency situations.

Clarification: Contractor is responsible for maintaining access to all adjacent properties at all times, barring those times when actual construction activity necessary to complete the work is taking place in front of driveway approaches or similar points of access. When such work is not occurring then access must be restored by means of traffic rated steel plates or other equivalent means until such time as the work is completed.

Clarification: Contractor is to return all existing fire hydrants removed during this project to the City of Midland Utilities. Fire hydrant removal is considered subsidiary to the bid items listed in the Proposal.

Clarification: Saw-cutting is considered subsidiary to the bid items listed in the Proposal.

Clarification: Note for the storm drain that all concrete junction box walls on sides with no pipe connection are to be full thickness walls. This is noted on Sheets 30 and 31 of the plan set.

Question: When does the warranty period start?
Answer: The warranty period begins on the date the City of Midland formally accepts the installed improvements for the project. This also coincides with the releasing of retainage for the project.

Question: Is the tie-in for the 10" water connection at Indiana Avenue indicated by Keyed Note 160 a tee fitting or a tapping-sleeve?
Answer: Tee fitting. Tapping sleeves are usually more convenient for keeping active mains in service during construction, but a tee fitting is normally seen as the better connection when feasible. As this is a very large utility project that will hopefully ensure no maintenance work is needed after its completion for quite some time, the City would rather take the long view and have the tee fitting connection.

Question: Beginning at Page 10 the water main crosses under wastewater with 2.0' of separation and is encased, but this isn't the case on crossings on the south end of the project site. Is that correct?
Answer: Yes, the design as shown in the plan set is correct. City Details 306, 307, 308, and 309 on Sheets 35 and 36 of the plan set indicate the different requirements for the various utility crossing scenarios. Essentially the more risk there is for the water main to be contaminated if there is a leak, the more stringent the requirements are. Water crossing under wastewater is at a higher risk than water crossing over wastewater, and that is the main difference between the crossing designs on the north end of the project site versus the crossing designs further south. Oil and gas lines are also considered potential sources of contamination like wastewater is, but electric and fiber lines are not.

Question: On the demo section of the bid you have the flowable fill concrete quantity as Cubic Yards but on the paving section you have it as Square Yards. Was this intentional? If it is Square Yards, what depth is it based on?
Answer: Demolition Item 4 of the Proposal section is "Flowable Fill for Existing Utility Mains Abandoned In Place" and is correctly measured in cubic yards. This line item covers flowable fill used to fill up underground public utilities being abandoned in place rather than excavated and removed. Paving Item 7 of the Proposal section is for "Flowable Fill / 2-Sack Backfill" and is correctly measured in square yards. This line item covers flowable fill placed as part of pavement repairs, and the required depths for flowable fill backfill in these situations are shown in City Details 310(B), 311, 312, 316, 319, 608(A), and 610 found on Sheets 37, 38, 41, 48, and 49 of the plan set.

Question: Do you anticipate any of this work to take place at night? Some of the tie-ins appear to affect several businesses.

Answer: The City does not at this time anticipate any work occurring at night for this project.

A-Street Utility Improvements
Pre-Bid Meeting Agenda
Project No. BPU18-03
June 17, 2020

Discussion Items

1. Sign-In Sheet

2. Personnel Overview
   - Matt Carr – City Engineer
   - Mike Pacelli – Traffic Engineer
   - Cory Moose – Assistant Utilities Director
   - Josh Ferguson – Engineering Manager – CIP, project engineer
   - Bobby Wojciechowski – Construction Manager, construction management & inspections
   - Leroy Montez – Utilities Superintendent
   - Taha Sakrani – Associate Traffic Engineer
   - Troy Clabaugh – Sr. Transportation Technician
   - Gabe McClelland – Transportation Manager
   - Jesus Perez – Project Manager
   - Natalie Sawyer – Administrative Assistant, document processing
   - Erika Martinez – Purchasing Manager, conduct bid process and bid opening

3. Project Overview and Scope
   - This project will include the removal and installation of water improvements, wastewater improvements, storm drain improvements, sidewalk improvements, pavement improvements, and appurtenances as well as all equipment, labor, materials, etc. necessary to complete the work outlined in the Construction Drawings and Specifications, and to satisfactorily complete the work.

4. Bid Process
   - Pre-Bid Meeting attendance is non-mandatory to bid on this project.
   - Addendum to be distributed by email the Friday afternoon following the Pre-Bid Meeting.
     - The deadline to ask or send questions for the addendum is Friday, June 19, 2020 at Noon.
     - Questions asked after the Noon deadline will be directed to the information already provided in the bid documents or included in the Addendum.
   - Bid Opening is Wednesday, June 24, 2020 at 2:00 PM in the City Secretary office located on the 3rd Floor of Midland's City Hall.
     - No late bids will be accepted.
     - Bidders must be willing to sign the contract as is.
     - Bidders must complete the conflict of interest forms if applicable.
     - Bidders must have all insurance forms in order when submitting bids.
     - Bidders must fill out all bid items in the Proposal. If bid items are left blank then the bid will be considered non-responsive.
     - Bidders have sole responsibility for making sure they have and acknowledge all addendums provided. If all acknowledgement forms are not included with the bid packet submittal then the bid will be considered non-responsive.
     - Bidders must submit hard-copy bids per the instructions in the Bid Packet. Electronic submittals cannot be accepted by the City at this time.

5. Notice to Proceed
    - Date of Notice of Proceed to be determined at the Pre-Construction Meeting.
    - Pre-Construction Meeting date will be set after the project bid is awarded.

6. Payment
    - Invoices should be submitted on or before the 1st day of each month and cover work completed up to the 25th day of the preceding month.
    - Invoice submittals need to be itemized and match the bid items listed in the bid packet Proposal.
    - Payment based on the portion or work completed only. No payment for material delivery.
    - 5% retainage until project completion, acceptance, and final payment.

7. Project Schedule
    - City Inspector to be notified of all work occurring and be able to perform inspections on any construction or installation that occurs.
    - Typically Monday – Friday from 8:00 AM – 5:00 PM. No work earlier than 7:00 AM or later than 8:00 PM without City permission unless for emergency conditions.
    - Work will not occur on Sundays or legal holidays unless required for emergency situations.
    - Work will not occur on Saturdays unless requested by Contractor in writing at least 48-hours in advance and approved by the City Engineer.

8. Project Specifics
    - Midland High School is an active campus with a considerable amount of vehicle and pedestrian traffic including during off-campus lunch. Contractor is to take every precaution to protect the public and secure the project site when working in or around the Midland High School areas.
    - Wadley Barron Park is an active park with a considerable amount of pedestrian traffic. Contractor is to take every precaution to protect the public and secure the project site when working in or around the Midland High School areas.
    - East of 'A' Street there is ongoing work on the Concho development(s) from roughly Louisiana Avenue to Texas Avenue. The work for this development(s) should not directly impact the work on 'A' Street under this project, but Contractor is to be aware of the additional construction activity and construction traffic in the area and take precautions if needed for worker safety.
    - Comply with all OSHA and other applicable safety requirements and regulations at all times.
    - Construction staking is solely the responsibility of the Contractor.
    - Construction testing is solely the responsibility of the Contractor.
        - Contractor is responsible for CCTV of all wastewater and storm drain pipes installed, excluding laterals, per the Special Provisions section of the Bid Packet.
    - Contractor is responsible for Traffic Control for this project.
    - There is a one (1) calendar year warranty period on this project. This includes all infrastructure installed.

9. Additional Discussion Items
    - At least one travel lane in each direction must be maintained at all times on 'A' Street.
    - Bidders are directed to bid the item quantities listed in the Bid Packet's Proposal, not the quantities listed in the design drawings.
    - Survey shots for as-builts are required from the Contractor, not the City's Inspector, even if/when the City's Inspector takes their own survey shots.

10. Any Additional Questions?

Pre-Bid Meeting Attendance
BPU18-03
A-Street Utility Improvements
Date: 06-17-2020 - 3:00 PM

☑	Name *(Please Print)*	Company Name *(Please Print)*	Phone Number	Fax Number	Email
	Josh Ferguson	City of Midland	(432) 685-7290		jferguson@midlandtexas.gov
	IVAN Garcia	Salinas Const	432-557-8290		IGarcia@sctltd.com
	Everardo Rodriguez	ENTRENCH INC	915 4729715		ever@entrenchinc.com
	ALBERTO CARRILLO	ENTRENCH INC	575.492-1914		ALBERTO@ENTRENCHINC.COM
	DAVID WALDROP	SCOTT THANE DITCHING	(432) 352-5155		DAVID@STHANEINC.COM
	Trey Chandler	Red Deer Construction	432-556-9768		Trey@reddeerconstructiontx.com
	David Chandler	" "	432-466-9122		David@reddeerconstructiontx.com
	Mike Briggs	" "	512-293-4241		Mike@reddeerconstructiontx.com
	Emily Ford	Boler	432.694.0660		emily@boler.net
	Greg Boler	Boler			
	Erika Martinez	City of Midland			
	Nicole Mejia	"			
	Jesus Perez	COM	685-7471		jperez@midlandtexas.gov
	MATT CARR	COM	—		MCARR@...

RESOLUTION NO. 2019-260

RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE THE PLANS AND SPECIFICATIONS AND ADVERTISE FOR BIDS FOR PROJECTS THAT WILL PROVIDE ROAD, SIDEWALK, PEDESTRIAN RAMP, AND PUBLIC UTILITIES IMPROVEMENTS AT THE FOLLOWING LOCATIONS: (1) THOMASON DRIVE, FROM LOOP 250 TO WALL STREET; (2) GARFIELD STREET, FROM MICHIGAN AVENUE TO GOLF COURSE ROAD; (3) A STREET, FROM INDIANA AVENUE TO CUTHBERT AVENUE; (4) TARLETON STREET, FROM GOLF COURSE ROAD TO WADLEY AVENUE; (5) ANETTA DRIVE, FROM LOOP 250 TO MIDLAND DRIVE; (6) SINCLAIR AVENUE, FROM LOOP 250 TO MIDLAND DRIVE; (7) A STREET, FROM SCHARBAUER DRIVE TO WADLEY AVENUE; (8) WHITTLE WAY, FROM SUNSHINE PARKWAY TO WADLEY AVENUE; (9) MAIN STREET, FROM OHIO AVENUE TO WADLEY AVENUE; (10) SOLOMON LANE, FROM A STREET TO BIG SPRING STREET; (11) SUNGLO STREET, FROM MIDKIFF ROAD TO COTTON FLAT ROAD; (12) NEW YORK AVENUE, FROM CARVER STREET TO FAIRGROUNDS ROAD; AND (13) ILLINOIS AVENUE, FROM N STREET TO A STREET; SAID PROJECTS BEING YEARS THREE, FOUR AND FIVE BOND PROJECTS

WHEREAS, plans and specifications are being prepared by the City of Midland for projects that will provide road, sidewalk, pedestrian ramp, and public utilities improvements at the following locations: (1) Thomason Drive, from Loop 250 to Wall Street; (2) Garfield Street, from Michigan Avenue to Golf Course Road; (3) A Street, from Indiana Avenue to Cuthbert Avenue; (4) Tarleton Street, from Golf Course Road to Wadley Avenue; (5) Anetta Drive, from Loop 250 to Midland Drive; (6) Sinclair Avenue, from Loop 250 to Midland Drive; (7) A Street, from Scharbauer Drive to Wadley Avenue; (8) Whittle Way, from Sunshine Parkway to Wadley Avenue; (9) Main Street, from Ohio Avenue to Wadley Avenue; (10) Solomon Lane, from A Street to Big Spring Street; (11) Sunglo Street, from

City Council Meeting

Item Number: 10

Meeting Date: July 14, 2020

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A TWO YEAR CONTRACT FOR ENVIRONMENTAL COMPLIANCE TESTING TO HICKS & COMPANY ENVIRONMENTAL/ARCHEOLOGICAL CONSULTANTS FOR $41,400.73 FOR YEAR 2020 AND FOR $89,121.94 FOR YEAR 2021 FOR A PROJECTED TOTAL COST OF $130,522.67 (GENERAL SERVICES)

Purpose:

Approval of resolution awarding a contract for Environmental Compliance Sampling to Hicks & Company Environmental/Archeological Consultants for the Utilities Department.

Recommended City Council Action:

Approve

Fiscal Impact:

$41,400.73 for the first year and $89,121.94 for the second year for the projected total cost of $130,522.67 from the Environmental Compliance Fund.

Discussion:

The City Manager approved specifications and authorized advertisement for bids. Forty-one (41) bid requests were issued for Environmental Compliance Sampling. We received five (5) bids. Staff recommends awarding to the apparent low bidder, Hicks & Company Environmental/Archeological Consultants. Please see the attached memo from Cory Moose, Assistant Utilities Director, for additional information.

Therefore, please consider a resolution awarding a contract for Environmental Compliance Sampling for two (2) years with one (1) possible renewal to Hicks & Company Environmental/Archeological Consultants of Austin, Texas for $ $41,400.73 for the first year and $89,121.94 for the second year for the projected total cost of $130,522.67.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Munoz Martinez, Purchasing Manager

FROM: Cory Moose, Assistant Utilities Director

SUBJECT: Consider a Resolution Awarding a Contract for Environmental Compliance Sampling for the Utilities Department to Hicks Company Consultants, Bid 20003439.

DATE: June 23, 2020

The new TCEQ wastewater permit requires extensive sampling and testing of both the soil and groundwater of the land application areas at Spraberry and the Plant Farm. Annual soil sampling of 60 sites, 80 acres each in size, semi-annual groundwater sampling of 53 groundwater monitor wells are all included in this bid.

There were five (5) bidders for the Environmental Compliance Sampling. The City recommends award to the low bidder, Hicks Company Consultants, for $130,522.67. The funds will be provided out of the Environmental Compliance operating budget.

RESOLUTION NO. _____

RESOLUTION AWARDING A TWO YEAR CONTRACT FOR ENVIRONMENTAL COMPLIANCE TESTING TO HICKS & COMPANY ENVIRONMENTAL /ARCHEOLOGICAL CONSULTANTS FOR $41,400.73 FOR YEAR 2020 AND FOR $89,121.94 FOR YEAR 2021 FOR A PROJECTED TOTAL COST OF $130,522.67

WHEREAS, the City Manager approved specifications and authorized the advertisement for bids for environmental compliance sampling; and

WHEREAS, Bid No. 20003439 was opened on June 17, 2020, with the most advantageous bid being submitted by Hicks & Company Environmental/Archeological Consultants, as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the City Council finds the amount proposed by Hicks & Company Environmental/Archeological Consultants, to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to Hicks & Company Environmental/Archeological Consultants, for said environmental compliance sampling;

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 Hicks & Company Environmental/Archeological Consultants for said compliance sampling for a projected total cost of $130,522.67. Said contract to be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Hicks & Company Environmental/Archeological Consultants, pursuant to the terms of said contract from $41,400.73 available in the 2020 operating budget of the Environmental Compliance Division of the Water & Sewer Fund (300) and $89,121.94 available in the 2021

operating budget of the Environmental Compliance Division of the Water & Sewer Fund (300) 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., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

City of Midland - Bid Tabulation

BID # 20003439 Environmental Compliance Sampling OPENED June 17, 2020 EST COST			Aptim Environmental & Infrastructure, LLC 3107 Antelope Trail, Ste 10 Midland, TX 79706 Gabriel Irioyen (432) 681-2822		Ensolum, LLC 705 W Wadley, Ste 210 Midland, TX 79701 Elizabeth Scaggs 972-467-0838		Ensolum, LLC 705 W Wadley, Ste 210 Midland, TX 79701 Elizabeth Scaggs 972-467-0838		LT Environment, Inc. 3300 N A Street Bldg 1 Unit Midland, TX 79705 J Peterson (303) 550-8872		Hicks & Company 1504 W 5th St. Ausitn, TX 78703 P Vanzandt (512) 987-1148		Hicks & Company 1504 W 5th St. Ausitn, TX 78703 P Vanzandt (512) 987-1148		PK double C Environmental Consulting PO Box 778 Clarendon, TX 79226 Paul Reynolds (806) 205-3362	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL
					YEAR 2020		**YEAR 2021**				**YEAR 2020**		**YEAR 2021**			
1	1	Groundwater Monitoring Wells Sampling	$89,300.00	$89,300.00	$27,260.00	$27,260.00	$66,022.00	$66,022.00	$136,150.00	$136,150.00	$41,400.73	$41,400.73	$66,827.94	$66,827.94	$0.00	NO BID
					$327.50/MW		$327.50/MW									
					$96.00/WW		$96.00/WW									
2	1	Soil Sampling (Geoprobe, 600 holes)	$84,050.00	$84,050.00	$83,860.00	$83,860.00	$83,860.00	$83,860.00	$139,400.00	$139,400.00	NO BID	NO BID	$22,294.00	$22,294.00	$18,000.00	$18,000.00
3	1	Cash Discount	Not Stated				Not Stated		Not Stated		Not Stated		Not Stated		Not Stated	
4	1	Delivery:	Not Stated		Not Stated		Not Stated		Not Stated		Not Stated		Not Stated		Not Stated	
		TOTALS:		**$173,350.00**		$111,120.00		$149,882.00		**$275,550.00**		$41,400.73		$89,121.94		**$18,000.00**
						Two year Total:		**$261,002.00**				Two year Total:		**$130,522.67**		

Bidding Summary:

41 **Bid requests were issued.**

5 **Bids listed above**

0 **NO BIDS were received.**

36 **Bidders did not respond.**

Exhibit A

PACKET
10.459
July 14, 2020

City of Midland - Bid Tabulation

BID # 20003439 Environmental Compliance Sampling OPENED June 17, 2020 EST COST			Aptim Environmental & Infrastructure, LLC 3107 Antelope Trail, Ste 10 Midland, TX 79706 Gabriel Irioyen (432) 681-2822		Ensolum, LLC 705 W Wadley, Ste 210 Midland, TX 79701 Elizabeth Scaggs 972-467-0838		Ensolum, LLC 705 W Wadley, Ste 210 Midland, TX 79701 Elizabeth Scaggs 972-467-0838		LT Environment, Inc. 3300 N A Street Bldg 1 Unit Midland, TX 79705 J Peterson (303) 550-8872		Hicks & Company 1504 W 5th St. Ausitn, TX 78703 P Vanzandt (512) 987-1148		Hicks & Company 1504 W 5th St. Ausitn, TX 78703 P Vanzandt (512) 987-1148		PK double C Environmental Consulting PO Box 778 Clarendon, TX 79226 Paul Reynolds (806) 205-3362	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL
					YEAR 2020		**YEAR 2021**				**YEAR 2020**		**YEAR 2021**			
1	1	Groundwater Monitoring Wells Sampling	$89,300.00	$89,300.00	$27,260.00	$27,260.00	$66,022.00	$66,022.00	$136,150.00	$136,150.00	$41,400.73	$41,400.73	$66,827.94	$66,827.94	$0.00	NO BID
					$327.50/MW		$327.50/MW									
					$96.00/WW		$96.00/WW									
2	1	Soil Sampling (Geoprobe, 600 holes)	$84,050.00	$84,050.00	$83,860.00	$83,860.00	$83,860.00	$83,860.00	$139,400.00	$139,400.00	NO BID	NO BID	$22,294.00	$22,294.00	$18,000.00	$18,000.00
3	1	Cash Discount	Not Stated				Not Stated		Not Stated		Not Stated		Not Stated		Not Stated	
4	1	Delivery:	Not Stated		Not Stated		Not Stated		Not Stated		Not Stated		Not Stated		Not Stated	
		TOTALS:		**$173,350.00**		$111,120.00		$149,882.00		**$275,550.00**		$41,400.73		$89,121.94		**$18,000.00**
						Two year Total:		**$261,002.00**				Two year Total:		**$130,522.67**		

Bidding Summary:

41 **Bid requests were issued.**

5 **Bids listed above**

0 **NO BIDS were received.**

36 **Bidders did not respond.**

THE CITY OF MIDLAND

CONTRACT

20003439

THIS CONTRACT, effective the 15 day of July, 2020, by and between the City of Midland, hereinafter referred to as "City", and Hicks & Company Environmental/Archeological Consultants, hereinafter referred to as "Company", is made for the following considerations:

1. **Cost:** Total Proposal: $ 130,522.67 DOLLARS

2. **Scope of Work:** Company shall perform all work described for environmental compliance sampling of this Contract in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted.
EXHIBIT C..... Intentionally Omitted.
EXHIBIT D..... Intentionally Omitted.

3. **Term:** The term of this contract shall be for a period of 2 year(s). The City may at its option, renew this contract for a period of one (1) additional one-year periods. In order to exercise this option, the City must give Company notice of its intent to renew not less than 30 days prior to the expiration of this contract.

4. **City:** The words "City's Representative" or "representative" shall mean Carl Craigo or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by City to act in any particular capacity under this Contract.

5. **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.

6. **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.

6.1. 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.

6.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

7. **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.

7.1. 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.

8. **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.

9. **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.

9.1. **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.**

9.2. **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.

10. **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.

11. **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.

12. **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.

13. **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:

13.1. Defective work not remedied; or

13.2. Claims filed or reasonable evidence indicating possible filing of claims; or

13.3. 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

13.4. 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.

14. **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.

15. **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.

15.1. 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.

16. **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.

17. **Payment:** After all work is completed by Company, including all Change Orders altering the original scope and amount of said contract are completed, and City has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, City shall thereafter issue payment to Company in the amount of the contract and all Change Orders. City shall be the final judge of when the work is completed by Company. City, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to City's requirements. City may make periodic payments to Company, however such periodic payments may only be made pursuant to this paragraph, and only after all work and all Change Orders are completed by Company and approved by City. For contracts exceeding $25,000 and construction time exceeds ninety days, requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the Owner's Representative the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

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 OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

COMPANY AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

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 PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE**.

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. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Contract or the performance of this Contract shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Contract, without regard to conflict on laws and rules that would direct application of the laws of another jurisdiction.

25. **Independent Contractor:** It is expressly understood and agreed that Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Company shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between City and Company, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Company. No person performing any of the work and services described hereunder by Company shall be considered an officer, agent, servant or

employee of the City. Further, it is specifically understood and agreed that nothing in this Contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Company shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. 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 the 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 original and seven copies of notice attached to a copy of this Contract) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Company will settle, the physical and mailing addresses of Company at the time and date the claim was presented and the physical and mailing addresses of Company for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Company relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except City from any liability whatsoever. City is under no obligation to provide notice to Company that Company's notice is insufficient. City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Company's failure to comply with the requirements herein shall perpetually bar Company's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if 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.

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 Tex. Gov't Code section 2270.002 applies to this Contract, Company hereby verifies that Company does not boycott Israel and will not boycott Israel during the term of this Contract. If Tex. Gov't Code section 2270.002 does 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 is a contract described by Section 552.371 of the Texas Government Code, Company shall (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to City for the duration of the contract, (2) 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 (3) on completion of the Contract, either (i) provide at no cost to City all contracting information related to the Contract that is in the custody or possession of Company, or (ii) 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 the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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 Exhibit A, 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 Exhibit A.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Courtney B. Sharp, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §

§

COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Hicks & Company Environmental/Archeological Consultants, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____day of _____, 20____.

_____
Notary Public, State of Texas

1504 WEST 5TH STREET AUSTIN, TEXAS 78703 TEL: 512 / 478.0858 FAX: 512 / 474.1849

HICKS & COMPANY
ENVIRONMENTAL
ARCHEOLOGICAL
AND PLANNING
CONSULTANTS

June 15, 2020

City Secretary's Office
City of Midland
300 N. Loraine, Suite 330
Midland, TX 79701

Re: **Purchasing Division Bid Request No. 20003439 Environmental Compliance Sampling**

Dear Sir or Madam:

Hicks & Company Environmental/Archeological Consultants (Hicks & Company) is pleased to present our bid to perform Environmental Compliance Sampling for the City of Midland. Peter Van Zandt has direct experience overseeing compliance soil and groundwater sampling activities for the City of Midland and will act as the Project Manager for this project.

Mr. Van Zandt has an extensive knowledge of the layout of existing underground utilities at the irrigation sites to safely perform soil sampling activities, the locations of all monitoring wells to efficiently and safely complete groundwater sampling events, and the expectations of the Quality Assurance/Quality Control protocols of the City of Midland environmental compliance personnel and laboratories. Mr. Van Zandt will be supported by a team of environmental scientists with a strong background in conducting field investigation and sampling activities as specified in current State and Environmental Protection Agency (EPA) technical guidance documents in order to obtain soil and groundwater sampling results that are defensible and reproducible.

We appreciate the opportunity to submit our estimated cost to complete the requested scope of work and look forward to providing compliance sampling services to the City of Midland. Should you have any questions or require any additional information please feel free to contact me at (512) 987-1148 or via email at pvanzandt@hicksenv.com.

Sincerely,

Peter Van Zandt
Project Manager

CITY OF MIDLAND

PURCHASING DIVISION

BID REQUEST

DATE: 05/21/20

PAGE: 01

(THIS IS NOT AN ORDER) **BID NO: 20003439**

OPENING TIME: 2:00 PM **CLOSING DATE: 06-17-20**

CITY OF MIDLAND
300 NORTH LORAINE
P. O. BOX 1152
MIDLAND, TX 79702

BIDS WILL BE RECEIVED IN THE OFFICE OF THE City Secretary, Suite 330
UNTIL 2:00 P.M. 06/17/20 FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO:
Utilities, 300 N. Loraine, Ste 520, Midland, Texas

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1.	2020: 127 2021: 205	Sample	Labor, material, equipment and supervision necessary for Environmental Compliance Sampling in accordance with the attached detail sheet, specifications and contract.	2020: 1. $325.99 2. N/A 2021: 1. $325.99 2. $27.19	2020: 1. $41,400.73 2. N/A 2021: 1. $66,827.94 2. $22,294.00
2.	2020: N/A 2021: 820	Hole		TOTAL	2020: $41,400.73 2021: $89,121.94

NOTICE TO BIDDERS:

1. FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM.
2. BIDS SHALL BE DELIVERED TO THE CITY IN A SEALED PACKAGE (ENVELOPE, ETC) **UNLESS THE CITY STATES** THAT THE BID MAY BE FAXED OR E-MAILED, OTHERWISE, BIDS FAXED OR E-MAILED DIRECTLY TO THE CITY WILL BE REJECTED. A SEALED BID MAY BE FAXED TO A THIRD PARTY FOR SEALED DELIVERY TO THE CITY. PLEASE CALL FOR MORE INFORMATION.
3. IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED CONTRACT AND INSURANCE REQUIREMENTS ARE **NON-NEGOTIABLE.** MODIFICATIONS BY BIDDER/CONTRACTOR OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON-RESPONSIVE BIDS WILL BE REJECTED. BIDDER/CONTRACTOR MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS **WITHIN 21 DAYS** OF THE DATE OF THE TRANSMITTAL LETTER.
4. IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF PARAGRAPH 3, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER.
5. **IMPORTANT NOTICE** – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK.

FOR ADDITIONAL INFORMATION, CONTACT (432) 685-7234 OR 685-7233. FAX NO. (432) 685-0523

NOTE: EACH BIDDER IS TO INDICATE BRAND NAME PRODUCT NUMBER AND ATTACH DESCRIPTIVE LITERATURE CLEARLY MARKED TO SHOW EACH ITEM ON THIS BID.

THE UNDERSIGNED HEREBY OFFERS TO FURNISH AND DELIVER THE ARTICLES OR SERVICE AS SPECIFIED ABOVE AT THE PRICES AND TERMS HEREIN STATED AND IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND CONDITIONS OF BIDDING ALL WHICH ARE MADE A PART OF THIS OFFER. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL WITHOUT PERMISSION.

COMPANY NAME: Hicks & Company
ADDRESS 1504 W 5th St.
CITY Austin ST TX ZIP 78703
PHONE NO. 512-987-1148 FAX NO. 512-474-1849
EMAIL: pvanzandt@hicksenv.com

CASH DISCOUNT: _____ % _____ DAYS

DELIVERY CAN BE MADE _____

AUTHORIZED SIGNATURE _____

PLEASE READ CONDITIONS FOR BIDDING ON BACK BEFORE SUBMITTING

MIDLAND
Purchasing Division

On-line responses will not be allowed for this solicitation. Please print these documents and submit your bid in a sealed envelope to:

Mailing Address:

The City Secretary's Office
City of Midland
P. O. Box 1152
Midland, TX 79702

OR

Physical Address:

The City Secretary's Office
City of Midland
300 N. Loraine, Suite 330
Midland, TX 79701

ATTENTION: The public bid opening will be in the City Council Chambers in order to maintain social distancing due to COVID-19.

MIDLAND
Purchasing Division

THE CITY OF MIDLAND

DETAIL SHEET

FOR

20003439

Environmental Compliance Sampling

ITEM	DESCRIPTION	YEARLY COST 2020	2021
1	Groundwater Monitoring Wells Sampling	$ 41,400.73	$ 66,827.94
2	Soil Sampling (Geoprobe, 600 holes)	$ N/A	$ 22,294.00
	TOTAL	$ 41,400.73	$ 89,121.94

1. VENDOR CONTACT:

All potential vendors shall direct ALL questions, areas for bid clarification and specification verification to the Purchasing Agent IN WRITING, via mail or fax as follows:

The City Of Midland
Office of the Purchasing Agent
P.O. Box 1152
Midland, TX 79702

OR

FAX: (432) 685-0523
E-mail: purchasing@midlandtexas.gov

All vendors on the bid list will then be notified of the questions and presented an answer. Verbal responses shall not be considered binding.

Award:

The City may award a contract or purchase order to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. The City will be solely responsible for the determination of what constitutes best value in accordance with the applicable Section 252.043 of the Local Government Code.

BID WAIVERS:

A. <u>WAIVER OF ATTORNEY FEES</u>: BY SUBMITTING THIS BID, BIDDER AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE BID, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE BID DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION,

AWARD, OR BREACH OF THE CONTRACT. THE BIDDER SPECIFICALLY AGREES THAT IF THE BIDDER BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS BID, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE BID DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE BIDDER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH BIDDER MIGHT OTHERWISE BE ENTITLED.

BIDDER AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE BIDDER ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE BID DOCUMENTS INCLUDING BUT NOT LIMITED TO THE CONTRACT. THE BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE BIDDER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE BIDDER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THESE BID DOCUMENTS, INCLUDING THE CONTRACT, WITH COMPETENT LEGAL COUNSEL PRIOR TO SUBMISSION OF THE BID OR EXECUTION OF THE CONTRACT.

B. WAIVER: BY SUBMITTING A BID, THE BIDDER AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE BIDDER HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY OF MIDLAND, TEXAS, AND THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

1. THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY BID;
2. WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS;
3. ACCEPTANCE OR REJECTION OF ANY BIDS; OR
4. AWARD OF THE CONTRACT.

BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES THAT THE BIDDER UNDERSTANDS ALL OF THE TERMS OF THE BIDDING DOCUMENTS AND CONSENTS TO THE BIDDING PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE BIDDER AND THE CITY OF MIDLAND, TEXAS. THE BIDDER AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. BY SIGNING THE REQUEST FOR BID AND/OR BELOW, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S).

If this form is not signed and included with your bid documents your bid will be considered non-responsive and will be rejected.

Hicks & Company	June 15, 2020
Company Name	Date
Authorized Signature	512-478-0858
	Phone
Jason Buntz	512-474-1849
Print Above Name	Fax

CITY OF MIDLAND

ADDENDUM

BID # 20003439

Environmental Compliance Sampling

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: June 10, 2020

The following changes have been made to the specifications.

Please add the following document to the spec.

The following questions were raised by one or more of the proposers. The answers are provided as a matter of clarification for all proposers as follows:

Q1. pH analysis is requested, however, the holding time for pH is 15 minutes, so the sample will be out of hold by the time it is delivered at the lab. Would you prefer a field reading in addition to the laboratory analysis?

A1. The pH parameter is a field measurement that will be required to be done in the field and logged for field documentation.

Q2. On the detail sheet, the yearly cost for 1. Groundwater Monitoring Well Sampling and 2. Soil Sampling (Geoprobe, 600 holes) is requested. However, the number of wells to be sampled in 2020 and 2021 differ significantly. Do you want a 2020 and 2021 cost broken out, or just a total for the 2020/2021 sampling?

A2. The cost broken down for each year of 2020 and 2021 would be preferred. Cost should be per well.

Q3. Five additional (newly installed) monitoring wells are planned, should we go ahead and put those wells in our estimate? Also, on Figure 3, only 4 of the 5 wells are located on the figure.

A3. Yes include those its 4 new and one rehab.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Hicks & Company	
Company Name	
[signature]	6/15/2020
Bidder Authorized Signature	Date
Peter Van Zandt	512-987-1148
Please Print Above Name	Phone

CITY OF MIDLAND

ADDENDUM

BID # 20003439

Environmental Compliance Sampling

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 2

DATE: June 11, 2020

The following questions were raised by one or more of the proposers. The answers are provided as a matter of clarification for all proposers as follows:

Q1. The document states that the analytical results from the groundwater samples collected during the semiannual groundwater monitoring sampling events will be submitted to the Water Quality Assessment Team, TCEQ Region 7 and GCGCD by Feb 1st of each year. Can we assume that the consultant will be putting together the annual monitoring report for the City of Midland's final review prior to submittal?

A1. The contract lab setup with the city, will issue the results to be reviewed by Lab Administrator, QA Coordinator and the WPCP Superintendent. The WPCP Superintendent will then be responsible for submitting results and documentation to TCEQ per their permit requirements.

Q2. The soil sampling (Task 2) is easily understandable, but is the task just getting the samples and dropping off at the lab, or is there some sort of report (not lined out in the document) that will need to be put together for submittal?

A2. All that we ask, is that field logs and documentation of inspection to be filled out and completed at the time the soils are dropped off to the lab and given to the laboratory.

Q3. Will the City will contract directly with Xenco?

A3. City does contract with Xenco for this.

Q4. The RFB states 58 wells to be sampled etc. The plant Farm has 11 existing wells and anticipates 4 new wells and one replacement well. Should the Total well count be for 15 wells at the Plant Farm? And 42 wells at Sprayberry.

A4. Total of 47 wells after the drilling is completed at the Plant Farm? 15 + 42 = 57 if the old well is capped. We're not sure when this work will be completed. The scope states 58 wells to be sampled, bid 58 wells. Also, bid is to be per well per line item because we are unsure of the amount of private wells to be sampled-reference task I

Q5. The RFB states that there are 600 geoprobe holes (page 3) then states that there are 820 total on page 10. Please confirm the # of sites and geoprobe locations.

A5. Total is 820 geoprobe holes. 600 for Spraberry and 220 for plant farm.

Q6. In past events I have conducted the City of Midland EC Soil sampling and the 80 acre pivots were divided into 2- 40 acre sites (Total was 63 sites and 630 borings in 2017 – Sites = 40 acres). Please confirm the site #s and # of geoprobe locations per 80 acres/ pivot.

A6. Information is confirmed in table provided under task II in the RFB

Q7. What are the sampling protocols and sample requirements for the Private water well sampling? Protocol

A7. Protocol is similar to the groundwater monitoring plan protocol. The Com will reach out to the landowner and once permission to access the well is granted, sampling will commence. The City has not done this in past years so the procedure has not been established, there is flexibility to achieve this task.

Q8. Who will acquire access to the Private water wells?

A8. The City of Midland will reach out to the landowner for permission to access the land.

Q9. Does the City have a standard access agreement to be executed between the City and the Private land owner?

A9. The City of Midland will handle access.

Q10. Will duplicate QA/QC samples be required for the Private well sampling?

A10. Yes. All sampling requirements for private well sampling will be similar to the groundwater monitoring wells.

Q11. Who will provide follow up information to the private landowners about the results of the samples collected?

A11. The City of Midland will handle all interaction with the landowners.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Hicks & Company
Company Name

Bidder Authorized Signature — 6/15/2020 Date

Peter Van Zandt — 512-987-1148
Please Print Above Name — Phone

CITY OF MIDLAND

ADDENDUM

BID # 20003439

Environmental Compliance Sampling

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 3

DATE: June 12, 2020

The following questions were raised by one or more of the proposers. The answers are provided as a matter of clarification for all proposers as follows:

Q1. On page 1 of 3 of the Detail Sheet, Item 2 states "Soil Sampling (Geoprobe, 600 Holes)". Does this specify that only Geoprobe equipment can be utilized in performing the soil sampling tasks? Or is it stating that "Single Push Technology" is preferred, regardless of manufacturer/design? Single Push is a term to describe any equipment/technique utilized to gain multiple depths of sample with a single core to account for the total depth requirement.

A1. As long as you can take composite samples at the appropriate depths (0-6", 6-18" and 18-13") without comingling, you can use whatever device you choose.

Q2. Documents request that each line item include safety procedures. Specifically "Outline the Safety and Environmental protocols utilized for each event". Would an SOP, with included safety protocol, suffice for this purpose?

A2. Yes.

Q3. We request clarification on the narrative describing task II (page has no numerical designation) - Soil Sampling. The narrative states a total of 64 sites (48 for site #2 and 16 for site #1), but the table indicates a total of 82 sites. The 82 is based on a vertical summation of the tabular data listed as 60 and 22, respectively, for the corresponding sites. Which number is the correct accounting for the total budget in relation to the soil sampling portion of the bid?Will the City will contract directly with Xenco?

A3. It's a total of 82 sites.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Hicks & Company
Company Name

Peter Van Zandt
Bidder Authorized Signature

6/15/2020
Date

Peter Van Zandt
Please Print Above Name

512-987-1148
Phone

City Council Meeting

Item Number: 11

Meeting Date: July 14, 2020

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR THE DRILLING AND TESTING OF FOUR PLANT FARM MONITORING WELLS TO C&S LEASE SERVICE, L.C., FOR A TOTAL COST NOT TO EXCEED $110,514.95 (GENERAL SERVICES)

Purpose:

Approval of resolution awarding a contract for Utilities Plant Farm Monitoring Wells to C & S Lease Service L.C. for the Utilities Department.

Recommended City Council Action:

Approve

Fiscal Impact:

$110,514.95 from funds available in the Water & Sewer Fund.

Discussion:

The City Manager approved specifications and authorized advertisement for bids. Twenty-three (23) bid requests were issued for Utilities Plant Farm Monitoring Wells. We received five (5) bids. Staff recommends awarding to the apparent low bidder, C & S Lease Service L.C. Please see the attached memo from Cory Moose, Assistant Utilities Director, for additional information.

Therefore, please consider a resolution awarding a contract for Utilities Plant Farm Monitoring Wells to C & S Lease Service L.C. of Kilgore, Texas for $110,514.95.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Regina Stephenson, General Services Director

FROM: Cory Moose, Assistant Utilities Director

SUBJECT: Consider a Resolution Awarding a Contract for the Drilling and Testing of Additional Monitoring Wells at the Plant Farm, Bid 20003471

DATE: July 14, 2020

The new TCEQ wastewater permit requires the drilling and testing of 4 additional wells at the Plant Farm effluent application area surrounding the Water Pollution Control Plant. All existing and new wells are required by TCEQ to be sampled twice per year.

There were five (5) bidders for the work. The Utilities department recommends award to the low bid C&S Lease Service L.C., for $110,514.95. The funds will be provided out of Spraberry Farm FY20 operating budget

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE DRILLING AND TESTING OF FOUR PLANT FARM MONITORING WELLS TO C&S LEASE SERVICE, L.C., FOR A TOTAL COST NOT TO EXCEED $110,514.95

WHEREAS, the City Manager approved specifications and authorized the advertisement for bids for the drilling and testing of four (4) Plant Farm monitoring wells; and

WHEREAS, Bid No. 20003471 was opened on June 24, 2020, with the most advantageous bid being submitted by C&S Lease Service, L.C., as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the City Council finds the amount proposed by C&S Lease Service, L.C., to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to C&S Lease Service, L.C., for said drilling and testing of four (4) Plant Farm monitoring wells;

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 C&S Lease Service, L.C. for said drilling and testing of four (4) Plant Farm monitoring wells for a total cost not exceed $110,514.95. Said contract to be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay C&S Lease Service, L.C., pursuant to the terms of said contract from funds available in the 2020 operating budget of the Water & Sewer Fund (300) 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., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

C:\Users\kbailey\Desktop\Award Contract - Utilities Plant Farm Monitoring Wells.wpd

City of Midland - Bid Tabulation

BID # 20003471 **Plant Farm Monitoring Wells** **OPENED** June 24, 2020			Arcadis US, Inc 1004 North Big Spring St, Ste 121 Midland, TX 79701 Hugh B. Robotham 432-217-2117		C&S Lease Service L.C. 1873 FM 1252 E Kilgore, TX 75663 Buford E. Collier 903-988-8642		LT Environmental, Inc. North A Street Building 1, Unit 222 Midland, TX 79701 John D. Peterson 303-550-8872		Straub Corporation PO Box 192 Stanton, TX 79782 Raymond L. Straub, Jr. 432-756-3489		Terracon 10400 State Hwy 191 Midland, TX 79707 Rane Wilson 432-934-0053	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL
1		Labor, material, equipment and supervision necessary to complete Plant Farm Monitoring Wells		$115,500.00		$110,514.95		$141,761.00		$137,036.75		$122,492.00
								w/o taxes				
		Cash Discount:					N/A					
		Delivery:							As soon as necessary			
		TOTALS:		$115,500.00		$110,514.95		$141,761.00		$137,036.75		$122,492.00

Bidding Summary:

23 **Bid requests were issued.**

5 **Bids listed above**

8 **NO BIDS were received.**

10 **Bidders did not respond.**

City of Midland - Bid Tabulation

BID # 20003471 **Plant Farm Monitoring Wells** **OPENED** June 24, 2020			Arcadis US, Inc 1004 North Big Spring St, Ste 121 Midland, TX 79701 Hugh B. Robotham 432-217-2117		C&S Lease Service L.C. 1873 FM 1252 E Kilgore, TX 75663 Buford E. Collier 903-988-8642		LT Environmental, Inc. North A Street Building 1, Unit 222 Midland, TX 79701 John D. Peterson 303-550-8872		Straub Corporation PO Box 192 Stanton, TX 79782 Raymond L. Straub, Jr. 432-756-3489		Terracon 10400 State Hwy 191 Midland, TX 79707 Rane Wilson 432-934-0053	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL
1		Labor, material, equipment and supervision necessary to complete Plant Farm Monitoring Wells		$115,500.00		$110,514.95		$141,761.00		$137,036.75		$122,492.00
								w/o taxes				
		Cash Discount:					N/A					
		Delivery:							As soon as necessary			
		TOTALS:		$115,500.00		$110,514.95		$141,761.00		$137,036.75		$122,492.00

Bidding Summary:

23 **Bid requests were issued.**

5 **Bids listed above**

8 **NO BIDS were received.**

10 **Bidders did not respond.**

City Council Meeting

Item Number: 12

Meeting Date: July 14, 2020

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING THE PURCHASE OF DIESEL FREIGHTLINER SPRINTER CARGO VAN WITH ASSOCIATED SEWER EQUIPMENT FROM AUSTIN TRUCK & EQUIPMENT, LTD., DBA FREIGHTLINER OF AUSTIN, THROUGH BUYBOARD, AT A TOTAL COST OF $272,327.00; AND RESCINDING RESOLUTION 2020-056 (GENERAL SERVICES)

Purpose:

Approval of resolution rescinding the purchase of a Transit 350 Cargo Van with sewer equipment from Chastang Enterprises – Houston LLC. dba Chastang Ford (PO# 20201523) and awarding the purchase of a Diesel Freightliner Sprinter Cargo Van with sewer equipment to Freightliner of Austin through BuyBoard contract #601-19.

Recommended City Council Action:

Approve

Fiscal Impact:

$272,327.00 from Garage Fund.

Discussion:

Staff recommends rescinding the purchase of a Transit 350 Cargo Van with sewer equipment from Chastang Enterprises - Houston, LLC. dba Chastang Ford and award a purchase of a Diesel Freightliner Sprinter Cargo Van with sewer equipment to Freightliner of Austin through BuyBoard contract #601-19. Chastang Enterprises - Houston, LLC. was unable to fulfill the purchase due to Ford Motor Company cancelling production of the 2020 Transit with a diesel engine. 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. $303,000.00 was budgeted for the fiscal year 2020 for this replacement to the fleet. This van will be operated by the Water and Waste Water Division. Please see the attached memo from Manuel Salinas, Garage Superintendent, for additional information.

Therefore, please consider a resolution approving the purchase of a Transit 350 Cargo Van with sewer equipment from Freightliner of Austin through Buyboard contract #601-19 for a cost of $272,327.00.

Morris Williams Jr.

City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Requisition # 20003834

DATE: July 1, 2020

Fleet services is requesting the purchase of (1) one Diesel Freightliner Sprinter Cargo Van through BuyBoard # 601-19 and to include CLS Equipment Co sewer equipment through BuyBoard # 593-19 for the Utilities Dept. This unit will be a replacement for an existing unit that is much larger and has gone beyond its serviceable life, This Sprinter Cargo Van has a smaller foot print, therefore will be easier to maneuver through the narrow alley ways when doing repairs to the sewer lines. The budgeted amount for the FY 2020 is $ 42,000 for the Transit Cargo Van and $261,000 for the Sewer Equipment for a total of $303,000. The total purchasing amount for the Sprinter Van with the Sewer Equipment through Freightliner of Austin will be $272,327 .

Sincerely,

Manuel Eloy Salinas

City of Midland Garage Superintendent

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF DIESEL FREIGHTLINER SPRINTER CARGO VAN WITH ASSOCIATED SEWER EQUIPMENT FROM AUSTIN TRUCK & EQUIPMENT, LTD., DBA FREIGHTLINER OF AUSTIN, THROUGH BUYBOARD, AT A TOTAL COST OF $272,327.00; AND RESCINDING RESOLUTION 2020-056

WHEREAS, the Buyboard is a cooperative purchasing agency with which the City participates with on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, the City Council approved Resolution 2020-056, which authorized and directed the City Manager to purchase a Trasit Cargo Van with associated sewer equipment from Chanstang Enterprises - Houston, LLC; and

WHEREAS, Chanstang Enterprises - Houston, LLC, is unable to fulfill the purchase order; and

WHEREAS, Austin Truck & Equipment, Ltd., DBA Freightliner of Austin is able to fulfill a purchase order for a Diesel Freightliner Sprinter Cargo Van with associated sewer equipment for a total proposed cost of $272,327.00 to the City through Buyboard, as shown on the quote attached hereto as Exhibit A and incorporated herein for all legal purposes; and

WHEREAS, the Council finds the price proposed by Austin Truck & Equipment, Ltd., DBA Freightliner of Austin for said van and associated equipment to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to rescind Resolution No. 2020-056 for the purchase a Trasit Cargo Van with associated sewer equipment from Chanstang Enterprises - Houston, LLC, and approve the purchase of a Diesel Freightliner Sprinter Cargo Van with associated sewer equipment from Austin Truck & Equipment, Ltd., DBA Freightliner of Austin through Buyboard for a total cost of $272,327.00;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the recitals stated above are hereby adopted and Resolution 2020-056 is hereby rescinded.

SECTION TWO. That the City Manager is hereby authorized and directed to purchase a Diesel Freightliner Sprinter Cargo Van with associated sewer equipment from Austin Truck & Equipment, Ltd., DBA Freightliner of Austin through Buyboard for a total cost of $272,327.00.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay for van and associated sewer equipment from funds available in the 2020 Captial Asset Budget in the Garage Fund (750) 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., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

FREIGHTLINER OF AUSTIN

1701 Smith Rd.
Austin, Texas 78721

Bus: 512-389-0000
Fax: 512-389-2663

INV #:
DATE: 6/26/2020
INVOICE / BUYER'S ORDER

BUYER'S NAME				TELEPHONE	
City of Midland					
ADDRESS			CITY	STATE	ZIP CODE
			Midland	TX	
YEAR	MAKE	MODEL/BODY	VIN		LICENSE PLATE
2020	Freightliner	Sprinter FXCAE6	TBD		

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYER FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN CARGO DOCUMENTAL NO ES UN CARGO OFFICIAL. LALEYNO EXIGEQUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACION EN RELACION CON LE VENTA. UN CARGO DOCMENTAL NO PUEDI EXCEDER UNA CANIDAD PAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACION SE EXIGE POR LEY.

Disclaimer of Warranties

The above described vehicle sold by Freightliner of Austin is sold as is, without either express or implied warranties of any kind by Freightliner of Austin, including warranties of merchantability or fitness, and Buyer will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle, unless a written warranty by, or service contract with Freightliner of Austin covering the described vehicle is delivered to Buyer in conjunction with or within 90 days following the time of sale, but such vehicle or any of its component parts may be subject to warranty by the manufacturer thereof.

MILEAGE:	
Freightliner Sprinter Price	$66,740.00
170" WB, HR Sprinter 3500XD Cargo Van	
4x4	
Per provided Specs	
Buyboard Contract #601-19	
CLS Equipment Co. Inc. / CUES Price	$205,187.00
Per Provided Specs	
BuyBoard Contract #593-19	
BuyBoard Fee	$400.00
Sprinter pricing subject to change based on time of order and current model year availability	

MILEAGE:			
YEAR	MAKE	MODEL/BODY	VIN

TRADE-IN

MILEAGE:			
YEAR	MAKE	MODEL/BODY	VIN

PAYOFF TO:			
ADDRESS:			
TELEPHONE:	FAX:		
GOOD UNTIL:			
QUOTED BY:			
SHOW LIEN TO:		Body Type:	
ADDRESS:		License Wt.:	
		State Insp.:	
DATED:	LIEN AMOUNT $	License:	
DRAFT FOR $		Title:	
DRAFT THRU:		Transfer:	
ADDRESS:			

TOTAL	$272,327.00
(Trade Allowance)	($.00)
TRADING DIFFERENCE	$272,327.00
SALES TAX	$0.00
DEALER'S INVENTORY TAX	$0.00
LICENSE FEE	$0.00
DOCUMENTARY FEE	**$0.00**
FEDERAL EXCISE TAX	$0.00
TOTAL SALE PRICE	$272,327.00
PAYOFF ON TRADE	$0.00
EXT. WARRANTY	$0.00
LESS DEPOSIT	$0.00
Total Balance Due	$272,327.00

**The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions on the contract of sale.

La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La informacion contenida en el formulario de la ventanilla anula cualquier prevision que establezca contratio y quy aparezca en el contrato de venta. If a credit purchase, this is an offer to purchase only. Buyer offers to purchase vehicle on credit terms described herein and no contractual relationship is created. This order does not constitute an agreement for the extension of credit. Manufacturer/Distributor reserves the right to change the price of new vehicles to Seller without notice. In the event that the price to Seller of the new vehicle ordered hereunder is changed prior to delivery to Buyer, Buyer agrees and accepts that the cash delivered price will be changed accordingly. If the Buyer's used vehicle trade-in is not delivered to the Seller until delivery of the new vehicle, the trade-in will be reappraised at that time and Buyer agrees that such reappraised value shall determine the allowance, if any, made for the trade-in. Buyer agrees to deliver the original bill of sale and the title to a trade-in along with the delivery of the trade-in and further agrees to execute any and all documents necessary or required to transfer legal title and ownership to Seller or its assigns. Buyer warrants the trade-in to be his property and free and clear of all liens and encumbrances except as otherwise noted herein. Buyer further warrants that the trade-in has not been declared rebuilt salvage, reconditioned, nonrrpairable, or flood damaged and that the emission systems have not been tampered with and are in the condition as originally manufactured, except for ordinary wear, unless so disclosed. Seller makes no representations, concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by government agency, upon which Seller has relied.It is expressly agreed to and understood by Buyer and Seller that is the event of a non-credit transaction, Seller retains a security interest in the purchased vehicle until such time as Buyer has paid the Seller for the vehicle. Buyer agrees to all the above listed charges.

BUYER'S SIGNATURE: _____ **SELLER'S SIGNATURE:** _____ **DATE** _____

AUSTIN TRUCK & EQUIPMENT, LTD. DBA FREIGHTLINER OF AUSTIN

Exhibit A

SH9	Airbag, Driver/Passenger Window	
SK2	Seat Occpancy Reconition, Driver's Seat	
S22	Armrest for Driver Seat	
S25	Armrest for Passenger Seat	
T16	Sliding Door- Right Side (Standard)	
V94	Cable duct on side wall	
V95	Cable duct on rear portal	
W54	Rear doors, opening 270 degrees	
XC8	VIN visible from outside	
XQ1	VIN Encoded vehicle data with check digit	
XY0	Model Year 2020	
XZ0	RY CODE	
X64	LITERATURE ENGLISH	
Y43	Hydraulic Jack	
ZU8	Country Code - USA	
ZX9	Badging - FREIGHTLINER BRAND	
Z44	Registration of vehicle not possible in EU	

Options

CA2	CA2 - C02 in combination with C03	$656
	JB4 Active Lane Keeping Assist	
	FM3 Wet Wiper System	
	BA3 Active Brake Assist	
C0S	C0S - Comfort Package (Seats)	$368
	SB2 Comfort co-driver's seat	
	SB1 Comfort Driver's Seat	
C00	C00 - Basic Comfort Package	$262
	SK1 Comfort Headrest-Passenger's Seat	
	SK0 Comfort Headrest-Driver's Seat	
	SE5 Lumbar support, driver's seat	
	SE4 Lumbar support, co-driver's seat	
	LC4 Comfort overhead control panel	
C01	C01 - Driver Convenience Package	$994
	JW8 Attention Assist	
	JA7 Blind Spot Assist	
	F68 Exterior mirror heated and electr. adjustable	
	FZ9 Two additional master keys	
	FJ1 Hinged lid for storage compartment	
	E46 12V Power Outlet- Driver Seat Base	
	C6L Multifunction Steering Wheel	
C03	C03 - Premium Plus Package	$2,126
	XM4 ACOUSTIC PACKAGE	
	JK5 Instrument Cluster with Colourdisplay (Highline)	
	JA9 Traffic Sign Assist	
	H1I Front-to-Rear Outlet Instrument Panel	
	E4M MBUX Multimedia System with 10.25" Touchscreen	
	E1G Intelligent Navigation	
	E1B Tray for Smartphones incl. wireless charging	
	EX9 Free map data updates for 3yrs	
	ET4 Active Distance Assist DISTRONIC	
	CL3 Leather Steering Wheel	
F02	F02 - Windows All Around Package	$2,958
	W28 Window Right Rear Fixed	
	W27 Window Left Rear Fixed	
	W23 Window Right Center Fixed	
	W22 Window Left Center Fixed	
	W17 2nd row, fixed window, passenger side	
	W16 FIXED WINDOW, LEFT SIDE FRONT	
	W02 Windows All Around - Cargo van	
	VA7 Storage Net in Hinged RR Doors	
	H22 Defroster rear window	
	F43 Laminated Glass Rear	
X13	X13 - Exterior Lighting Package	$1,553
	L22 Partial LED Tail Lights	
	L13 FOG LAMP WITH CORNERING LIGHT FUNCTION	
	LG7 LED High Performance Headlamps	
	LA1 High Beam Assist	
X34	X34 - Dual Rear Wheel Tires	

MSRP

DAIMLER VANS USA LLC
ONE MERCEDES-BENZ DR
SANDY SPRINGS, GA 30328

FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Dealer Code: 75153 **Region:** SOUTHERN **VPC:** Brunswick

VIN: W2X8ED3Y1LT023063

Code	Description	Price
	MODEL: 2020 FXCAE6	$52,500
040	Jet Black	$1,035
VF6	Leatherette Black	$56

Standard Accessories

AR3	Axle Ratio 4.18
BH1	Hold Function
CB8	Stabilization Level II
CL1	Adjustable Steering Wheel
CN2	Radiator Grille Frame in Vehicle Color
D03	Roof - High
ED1	AGM Battery, 12 V 70 AH
EK1	Body Builder Connector
ES0	Battery Positive Contact
EY5	Emergency Call System
EY6	Breakdown Management
E07	Hill Start Assist
E1U	USB-C socket, 5 V
E3J	Pre Installation for Swith Panel
E30	Starter Battery Disconnect
E40	Trailer Hitch - Wire Harness w/7 Pin Connector
FF5	Shelf Above Windshield
FG8	Cupholder Centerstack
FI1	Remote Key Fob - 315 MHZ
FJ4	Stowage Compartment Cockpit
G42	Automatic transmission 7G-TRONIC
HH2	Heater- Aux. Electric HotAir
HH9	Air Condition, Front
H21	Windshield with Filter Band
IG4	Standard
IG5	Basic
IH7	Head Unit, North America
JA8	Crosswind Assist
JH3	Communication Module(LTE) Digital Servies
JI9	Starting Mileage Service Interval 20,000 Miles
J11	Speedometer, miles/km
J55	Seat belt reminder for co-driver
J58	Seat belt reminder for driver
J65	Outside Temperature Gauge
KB7	24.5 gallon fuel tank
KL5	Fuel Filter w/Water Separator
KP6	3rd Generation SCR Emission Control System
K56	Filler Cap, Diesel, in red
K60	Exhaust Straight to Rear
LA2	Headlight assistant
LB5	3rd LED Break Lamp Hi-Mounted
LX7	North and South America
L94	No Parking Lamps
MG5	Engine-3.0 Turbo Diesel BlueTEC
M46	Alternator 14 V/220 A
P47	Front Mud Flaps
P48	Rear Mudflaps
Q11	Longitudinal Member Reinforcement
SA5	Air Bag- Driver
SA6	Airbag, front passenger
SH1	Thorax-pelvis sidebag, driver
SH2	Thorax-pelvis sidebag, co-driver

	RS6 Steel Wheel 5.5 X 16	
	RH7 Tires LT215/85 R16	
X69	X69 - Swivel Seat Package	$514
	S88 Passenger's Seat Base, low	
	S87 Driver's Seat Frame, low	
	SR9 Seat - Swivel Base - Passenger	
	SR8 Seat - Swivel Base - Driver	
BE2	Parkingbrake lever,swivel seat	$53
D93	Deletion of Cargo Partition (Standard)	
ED8	Parametric Special Module (PSM) Preparation	
E1S	Satellite Radio	$247
FY7	3-Button Remote Control	$35
F61	Interior rear view mirror	$35
JB7	Parking Package with Back up Camera	$594
JF1	Rain sensor	$102
KL1	Aux.Fuel Sending Unit	
L65	Lamps - Cargo Compartment (Standard)	
Q24	Trailer cross-member,NAFTA,towing capacity 5000lbs	$142
RF1	Continental Tires	
RM0	All-season tires	
RM9	Specially Requested Tires	$98
R91	Spare Tire Delete CREDIT	$-110
R92	Spare tire carrier deletion	
T55	Electrical operation of sliding door, right	$803
V93	Without factory installed flooring	
W61	Windows in Tailgate/Rear Door	$90
W70	Tint for Rear Windows and Rear Side Windows	$134
Z4X	Production in Charleston	
Z5U	Incomplete Vehicle	
	SUBTOTAL	**$65,245**
	DESTINATION &DELIVERY	$1,495
	TOTAL	**$66,740**

*Pricing is subject to change. DVUSA reserves the right to make changes without notice.

Ed Miller
Commercial Sales Manager

Chastang Ford

Chastang Ford
6200 N Loop E
Houston, TX 77026
713-678-5007 office
281-961-9277 cell
emiller@chastangford.com

July 2, 2020

To: Judy Lopez
City of Midland

From : Ed Miller
Chastang Ford

Subject : PO 20201523

Chastang Ford had provided a bid to the City of Midland for a 2020 Ford Transit van with the 2.0L diesel engine which had been offered by Ford. A purchase order was issued and the vehicle was ordered.

Several weeks after the order was placed; Ford Motor Company cancelled production of the 2020 and 2021 transit with a diesel engine.

Due to the circumstances beyond our control; we are unable to fulfill this purchase order with the requested powertrain

Let me know if you have any questions

Thanks

Ed Miller
Commercial Sales Manager
Chastang Ford

FREIGHTLINER OF AUSTIN

1701 Smith Rd.
Austin, Texas 78721

Bus: 512-389-0000
Fax: 512-389-2663

INV #:
DATE: 6/26/2020
INVOICE / BUYER'S ORDER

BUYER'S NAME				TELEPHONE	
City of Midland					
ADDRESS			CITY	STATE	ZIP CODE
			Midland	TX	
YEAR	MAKE	MODEL/BODY	VIN		LICENSE PLATE
2020	Freightliner	Sprinter FXCAE6	TBD		

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYER FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

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4x4	
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Per Provided Specs	
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BuyBoard Fee	$400.00
Sprinter pricing subject to change based on time of order and current model year availability	

MILEAGE:			
YEAR	MAKE	MODEL/BODY	VIN

TRADE-IN

MILEAGE:			
YEAR	MAKE	MODEL/BODY	VIN

PAYOFF TO:		TOTAL	$272,327.00
ADDRESS:		(Trade Allowance)	($.00)
TELEPHONE: FAX:		TRADING DIFFERENCE	$272,327.00
GOOD UNTIL:		SALES TAX	$0.00
QUOTED BY:		DEALER'S INVENTORY TAX	$0.00
SHOW LIEN TO:	Body Type:	LICENSE FEE	$0.00
ADDRESS:	License Wt.:	DOCUMENTARY FEE	**$0.00**
	State Insp.:	FEDERAL EXCISE TAX	$0.00
DATED: LIEN AMOUNT $	License:	TOTAL SALE PRICE	$272,327.00
DRAFT FOR $	Title:	PAYOFF ON TRADE	$0.00
DRAFT THRU:	Transfer:	EXT. WARRANTY	$0.00
ADDRESS:		LESS DEPOSIT	$0.00
		Total Balance Due	$272,327.00

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AUSTIN TRUCK & EQUIPMENT, LTD. DBA FREIGHTLINER OF AUSTIN

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MSRP

DAIMLER VANS USA LLC
ONE MERCEDES-BENZ DR
SANDY SPRINGS, GA 30328

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	RS6 Steel Wheel 5.5 X 16	
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RM0	All-season tires	
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V93	Without factory installed flooring	
W61	Windows in Tailgate/Rear Door	$90
W70	Tint for Rear Windows and Rear Side Windows	$134
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Z5U	Incomplete Vehicle	
	SUBTOTAL	**$65,245**
	DESTINATION &DELIVERY	$1,495
	TOTAL	**$66,740**

*Pricing is subject to change. DVUSA reserves the right to make changes without notice.

Phone: 800.695.2919
Email:
info@buyboard.com

Vendor Contract Information

Back

Searches:

Search by Vendor

Browse Contracts

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
Freightliner of Austin[X]
Price Range
Show all prices
Category
None Selected
Contract
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor[X]

Additional Resources

Vendor Name:	Freightliner of Austin
Address:	1701 Smith Road Austin, TX 78721
Phone Number:	(512) 389-0000
Email:	carlton@ftl1.com
Website:	http://www.freightlinerofaustin.com
Federal ID:	26-1564219
Contact:	Carlton Hempel
Accepts RFQs:	Yes
Minority Owned:	No
Women Owned:	No
Service-Disabled Veteran Owned:	No
EDGAR Forms Received:	Yes
No Israel Boycott Certificate:	Yes
No Excluded Foreign Terrorist Orgs:	Yes
Contract Name:	Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
Contract#:	601-19
Effective Date:	12/01/2019
Expiration Date:	11/30/2022
Service Fee:	Vehicles purchase orders are subject to a $400 service fee
Payment Terms:	Net 30 days
Delivery Days:	90
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	Texas
Quote Reference Number:	BuyBoard Trucks
Return Policy:	No Returns

Contract Documents

EDGAR Notice:	**Click to view EDGAR Notice**
Proposal Documents:	**Click to view BuyBoard Proposal Documents**
Regulatory Notice:	**Click to view Bonding Regulatory Notice**
Proposal Files:	**Click to view Vendor Proposal Files Documents**

Contact us 800.695.2919

City Council Meeting

Item Number: 13

Meeting Date: July 14, 2020

To: City Council / City Manager

From: Justine Ruff, Director of Airports

Subject: motion authorizing the Director of Airports to advertise a request for bids for the Gate 6 – Passenger Boarding Bridge Infrastructure Project at Midland International Air & Space Port (AIRPORTS)

Purpose:

Consider a motion authorizing the Director of Airports to advertise a request for bids for the Add Passenger Boarding Bridge and Elevated Walkway to new Gate #6 Project at Midland International Air & Space Port.

Recommended City Council Action:

Approve

Fiscal Impact:

To be Determined

Discussion:

The City of Midland, Texas and Parkhill, Smith & Cooper, Inc. entered into an Agreement for Professional Services dated April 12, 2016, for improvements contained in the Airport's 5-year Airport Capital Improvement Program (ACIP). Amendment #13 to the Professional Service Agreement with Parkhill, Smith & Cooper incorporated the project known as Add Passenger Boarding Bridge and Elevated Walkway to new Gate #6. This project will help meet the capacity needs of future flights into Midland International Air & Space Port, and will include the construction of structural foundations and engineered systems to support the addition of an elevated enclosed walkway that will extend from the south end of the Terminal Concourse to the rotunda of the new Gate 6 Passenger Boarding Bridge.

City Manager's Office

City Council Meeting

Item Number: 14

Meeting Date: July 14, 2020

To: City Council / City Manager

From: Courtney Sharp, City Manager

Subject: RESOLUTION APPOINTING SHARLA HOTCHKISS TO THE MIDLAND DOWNTOWN PARK CONSERVANCY BOARD OF DIRECTORS; AND DIRECTING THE CITY MANAGER TO DELIVER A COPY OF THIS RESOLUTION TO THE MIDLAND DOWNTOWN PARK CONSERVANCY (COMMUNITY SERVICES)

Purpose:
Consider a resolution appointing Sharla Hotchkiss to the Midland Downtown Park Conservancy Board of Directors.

Recommended City Council Action:
Approve

Fiscal Impact:
None.

Discussion:
In August of 2018, the Midland City Council appointed three (3) directors to the Midland Downtown Park Conservancy Board of Directors. The three directors all have staggered terms.

In September of 2019, the City Council reappointed Tommy Hudson to serve another term. Mr. Hudson recently resigned from the board. Sharla Hotchkiss expressed an interest in filling his unexpired term. As a Council Member, Mrs. Hotchkiss was instrumental in the redevelopment of Centennial Park.

When the city entered into a Downtown Open Space Development Agreement, part of the agreement references a Conservancy Board of Directors to oversee the operations and maintenance of the downtown park.

The Board of Directors includes a total of seven (7) members. Three appointed by the city, one

by the Scharbauer Foundation, one by Concho, one by the Downtown Midland Management District, and one at-large.

If approved, Mrs. Hotchkiss will join David Byrd and Barry Beal, Jr. as city appointees.

Robert Patrick

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPOINTING SHARLA HOTCHKISS TO THE MIDLAND DOWNTOWN PARK CONSERVANCY BOARD OF DIRECTORS; AND DIRECTING THE CITY MANAGER TO DELIVER A COPY OF THIS RESOLUTION TO THE MIDLAND DOWNTOWN PARK CONSERVANCY

WHEREAS, the City of Midland, Texas and the Midland Downtown Park Conservancy (the "*Conservancy*") entered into that certain Downtown Open Space Development Agreement for the purpose of developing Lot 1A, Block 54, and Lot 1A, Block 55, Original Town Addition, Section 14, City and County of Midland, Texas, as a high quality urban park and open space, with related facilities and amenities for the use and enjoyment of residents and visitors of the City for recreational and educational purposes, and for the beautification of and to attract business and business patrons to downtown Midland; and

WHEREAS, the bylaws of the Conservancy provide that three (3) positions on the Conservancy's Board of Directors shall be filled by a duly-approved resolution of the City Council of the City of Midland, Texas; and

WHEREAS, the one of the three positions on the Conservancy's Board of Directors is currently vacant; and

WHEREAS, the City Council of the City of Midland, Texas, finds it to be in the public interest to appoint Sharla Hotchkiss to the Conservancy's Board of Directors;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS;

SECTION ONE. That Sharla Hotchkiss is hereby appointed to the Board of Directors of the Midland Downtown Park Conservancy.

SECTION TWO. That the City Manager is hereby directed to deliver a copy of this Resolution to the Midland Downtown Park Conservancy.

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., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

Tina Jauz

From: Tommy Hudson <hud5@suddenlink.net>
Sent: Monday, June 29, 2020 11:09 PM
To: Tina Jauz
Cc: 'Stephanie Martin'; Courtney Sharp
Subject: Board Resignation

Tina-
It is with regret that I send you this email to inform you of my decision to resign my seat as a board member (City representative) of Centennial Park Midland, effective immediately. Due to my relocating to the DFW area, I will not be able to fulfill my duties as a board member. It has been a pleasure to serve on the board. I am so proud of what we have accomplished in such a short period of time and I have no doubt that the board will continue to have tremendous success in the future. If I can be of any assistance during the time it takes to fill the position, please do not hesitate to call. I appreciate the opportunity to serve and pray the best for all. Thank you!!

Tommy T.

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

City Council Meeting

Item Number: 15

Meeting Date: July 14, 2020

To: City Council / City Manager

From: Tina Jauz, Director

Subject: Resolution adopting the 2020 Parks, Recreation, and Open Space Master Plan (COMMUNITY SERVICES)

Purpose:

Consider a resolution adopting the 2020 Parks, Recreation, and Open Space Master Plan

Recommended City Council Action:

Approve

Fiscal Impact:

None

Discussion:

A new Parks, Recreation and Open Space Master Plan has been completed by Halff Associates. This study, which included public meetings, surveys, and site analysis was on-going for over a year. The consultants participated in the Priority Midland initiative to gain additional insight into the community's quality of place discussions. The Parks and Recreation Advisory Commission voted at their June meeting to recommend approval of the new plan.

The city's most recent Parks, Recreation, and Open Space Master Plan was completed in 2006, with an update adopted in 2012. The Plan helps the City of Midland keep in good standing with Texas Parks & Wildlife (TPWD) regarding future applications for grant funds.

When TPWD scores a grant application, priority is given to projects that meet the needs identified in a Master Plan study. If the study is over 5 years old, the Master Plan Update must be completed. To validate the plan, the applicable governing body (City Council) must pass a formal resolution adopting the plan and any updates, which includes a list of prioritized needs.

A new Master Plan should be submitted to the state every 10 years.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION ADOPTING THE 2020 PARKS, RECREATION, AND OPEN SPACE MASTER PLAN

WHEREAS, Halff Associates, Inc., in conjunction with the Community Services Department, has prepared the 2020 Parks, Recreation, and Open Space Master Plan; and

WHEREAS, the 2020 Parks, Recreation, and Open Space Master Plan will serve the community by providing a tool to guide the future development and maintenance of parks and other public facilities within the City of Midland; and

WHEREAS, the 2020 Parks, Recreation, and Open Space Master Plan is a vital tool when applying for grant funding; and

WHEREAS, the City Council of the City of Midland, Texas, finds it to be in the public interest to adopt the 2020 Parks, Recreation, and Open Space Master Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

THAT the 2020 Parks, Recreation, and Open Space Master Plan is hereby adopted. A copy of said plan shall be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Tina Jauz, Director of Community Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney



MIDLAND

PARKS, RECREATION AND OPEN SPACE

MASTER PLAN

HALFF

DRAFT MARCH 19, 2020

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In 2006, the Midland Parks, Recreation, and Open Space Master Plan (hereafter, Parks Master Plan) was completed. In 2012, an update to that plan was developed. Since 2012, Midland has been growing at a rapid rate due to the booming oil and gas industry. During this time, the City has developed two plans, the ***Midland Hike and Bike Trails Master Plan,*** in 2015, and ***The Tall City Tomorrow Comprehensive Plan,*** in 2016. And now, in 2019, the City is undertaking an update to the 2012 Parks Master Plan in order to reassess the goals of the park system, develop new strategies and ensure adequate distribution of parks and open space.

Midland has a number of excellent parks but park expansion has been slow over the years. During times of fast growth the City has not had the tools in place to make sure that the park system grew with the population. New neighborhoods have often been left without a park within walking distance.

~The Tall City Tomorrow (2016)

WHY ARE PARKS IMPORTANT?

Parks, recreation, and open space play a significant role in enhancing the quality of life for residents and visitors in any city. A great parks and recreation system will provide a healthier environment, improve the well-being of adults and children, and remind residents of the beauty and fun in their community (see ***Benefits of Parks and Recreation*** sidebar on next page). The creation and adoption of a parks master plan ultimately helps the City control its future. Through the master planning process, the characteristics and factors shaping the community are identified and analyzed. By taking a step back from the day-to-day decision-making, the City can pause, and assess the community's preferences for the future. This will ensure that current and future residents of the city are provided with a high quality-of-life with opportunities and amenities tailored to their wants and needs. A parks master plan helps to build consensus and commitment between elected and appointed officials, City staff, and residents, and provides Midland with a list of prioritized implementation actions to be phased-in over time, as funding becomes available.

BENEFITS OF PARKS AND RECREATION

Individual and Community

- Helps ensure an overall higher quality of life
- Provides refuges of safety for at-risk youth, which can result in reduced juvenile delinquency
- Provides opportunities for people of all ages to be physically active, socially engaged, and cognitively stimulated

Economic

- Increases property value of homes in proximity to parks
- Can help attract new businesses to the community by improving the standard of living

Environmental

- Protects and preserves vital green spaces and critical wildlife habitat
- Educates visitors regarding the appropriate use of natural areas as recreational areas
- Contributes to clean air and water

Personal Health

- Access to parks and nature increases the frequency of exercise and improves psychological and social health
- Play is critical for child development
- Staying active can help reduce the risk of heart disease, diabetes, obesity, depression, and other health problems

PURPOSE OF THE PARKS MASTER PLAN

The Midland Parks, Recreation and Open Space Master Plan plays an important role in the future of the City. The Plan will create a "snapshot" of the current parks system and provide a forum for residents to express their desires for the future. The Parks Master Plan will provide guidance over the next five to ten years through creating a series of prioritized recommendations for parks, trails, open space, and recreational facilities and programs. The Plan will also be compliant with Texas Parks and Wildlife Department (TPWD) guidelines and thus support City efforts in applying for indoor and outdoor park facility and trails development grants; and will help to maximize the potential of the City's parks and recreation system.

This Parks Master Plan serves a variety of purposes. The primary functions are to analyze the current state of the City's parks, recreation, and open spaces; identify needs and deficiencies in the system; and determine a series of goals, recommendations, and priorities for improving the system. Above and beyond these primary functions, this Plan will also:

- Identify the opinions and needs of the residents and park system users.
- Analyze the potential for growth of the City over the next 10 years and identify associated facility needs in terms of types, locations, and priorities.
- Identify opportunities and recommend alternatives to enhance the parks system.
- Analyze the distribution of existing parkland, identify "gaps" in the provision of parks, and determine how the City can best manage its resources.
- Provide clearly prioritized recommendations so that the community's greatest deficiencies are addressed as quickly as possible.
- Guide City staff and leaders in determining how and where parks funding should be allocated over the next five to 10 years.

By identifying and recognizing the community's needs and desires, and providing realistic, prioritized implementation actions, this Plan will help guide Midland towards a sustainable, positive future as a great place to live, work, play, and visit.

TEXAS PARKS AND WILDLIFE DEPARTMENT GRANT PROGRAM

The following is a summary of TPWD guidelines to help local governments prepare park, recreation, and open space master plans in accordance with the Local Park Grant Programs Manual (July 2011).

At a minimum, all master plans and/or updates must meet the requirements below for approval:

- Once plans are complete, the applicable governing body (city council, county commissioner's court, district or authority board) must pass a formal resolution (or ordinance) adopting the plan and list of prioritized needs.
- Plans must be comprehensive and include the sponsor's entire area of jurisdiction
- Plans must address the present and future needs of the community or area.
- Plans must cover at least a ten-year period. Plans must be updated every five years to remain eligible.
- Plan Contents:
  - Introduction (demographic and socioeconomic data; projected population data; and role of the city).
  - Goals and Objectives
  - Planning Process
  - Area and Facility Concepts and Standards
  - Inventory of Areas and Facilities
  - Needs Assessment and Identification
  - Plan Implementation and Prioritization of Needs
  - Associated Maps, Illustrations and Surveys

It is important to note, a master plan is not required to participate in the grant program, nor does the TPWD approval of a plan guarantee that points will be awarded for any project.

ROLE OF CITY IN PROVIDING PARKS AND RECREATION

The role of Texas cities in the provision of parks and recreational facilities varies considerably, from centralized control and management of these facilities to almost no city involvement. Midland is one such city that provides parks and recreation facilities. Currently Midland's parks are operated and maintained by the Parks and Recreation Division.

The City recognizes the need to develop a coordinated parks and recreation system that will meet the varying needs of their community. This includes enhancing and maintaining existing facilities and increasing the quantity (in real and functional terms) of developed recreation areas. The City must also address the means by which to acquire park and open space, trails and linkages through public and private partnerships, land donation and dedication, monies in lieu of land, leases and land acquisition. In addition to providing the needed parks and programs, the City should encourage direct volunteer and non-profit groups' support in initiating and developing both long- and short-term park-related projects that have significant and visible results. Joint-use or lease agreements could be established with other governmental entities, individuals, civic groups, developers, sports associations, independent school districts, state agencies, railroads, and special districts to maximize recreational use of land.

PLANNING PROCESS AND TIMELINE

In November 2018, the City of Midland commissioned Halff Associates, Inc. to prepare an updated Parks, Recreation, and Open Space Master Plan. The planning process involved a series of steps that allowed for the development of a successful planning document to guide decision-making regarding the future of parks, recreation, and open space in the city (refer to **Figure 1.1, *Parks Planning Process***).

Figure 1.1, Parks Planning Process



These steps included evaluating and understanding existing conditions and developing appropriate goals for the parks and recreation system; identifying local resources and opportunities; analyzing parkland, facility, and recreational needs based on population growth and community input; developing recommendations and priorities; and identifying potential implementation strategies. Through a series of meetings held throughout the planning process, the community provided valuable input regarding their opinions, wants, and needs for the City's parks and recreation system.

This Plan is formulated to address the time frame from 2019 to 2035. Many of the recommendations of this Plan are valid for a period of up to 10 years, but should be evaluated periodically. Local planning requirements issued by the TPWD recommend that the Plan be updated after a five-year period, or before any major developments occur that significantly alter the parks and recreation needs of the community.

PREVIOUS PARKS AND RECREATION PLANNING EFFORTS

2012 PARKS, RECREATION, AND OPEN SPACE MASTER PLAN UPDATE

The ***2012 Parks, Recreation, and Open Space Master Plan Update*** assessed the needs of the community by evaluating the current conditions of Midland; conducting an inventory of existing parks; gathering demand-based information from citizen input through community surveys. The update included an implementation plan with action plan goals (refer to **Table 1.1a-b** on page 1.8-1.9); challenges with recommendations; and potential funding sources necessary to support the City's need for desirable parks, recreation facilities, and open spaces—many of which are still relevant today.



2012 Parks Plan Update Challenges and Recommendations

1. **The shortage of available labor.**
   Recommendation: Outsource all construction projects and the majority of maintenance operations within the Parks and Recreation Division.
2. **Continued renovation of the neighborhood parks system.**
   Recommendation: Systematically renovate all neighborhood parks in the city of Midland to emphasize playground opportunities and safety; develop concrete interior walking trails, adequate tree cover, efficient irrigation, and quality amenities.
3. **Focus on water conservation.**
   Recommendation: Purchase and install a central irrigation control system; create a permanent staffed position of "Irrigation Manager" within the Parks Division; encourage water conservation through public service announcements; develop a tiered maintenance program for irrigation improvements.
4. **Plan for the growth of the City and future needs of large park space located in extreme northwest Midland.**
   Recommendation: Purchase 85 to 150 acres of land for the future development of a large community park.
5. **The insufficient number of neighborhood parks outside of Loop 250 in north and west Midland.**
   Recommendation: Fully develop three to four additional neighborhood parks north and west of SL 250, and pursue agreements with developers to allocate adequate park space within new residential housing developments.
6. **Meet the needs of the public for additional walking and jogging trails within the city.**
   Recommendation: Develop a minimum of 10 miles of soft-surface walking and jogging trails within Midland over the next 10 years.
7. **Increase public awareness of park and recreation facilities and opportunities.**
   Recommendation: Promote a structured and aggressive marketing campaign to inform the citizens of Midland about the various park and recreation opportunities which the City currently offers, as well as opportunities which the City is considering.
8. **Develop distinct advantages to continue Midland's ability to attract large-scale regional and national tournaments.**
   Recommendation: Consolidate tournament quality facilities at key large parks, or completely renovate Hogan Park to accommodate all tournament field requirements of each sports association in Midland.
9. **Continue to establish a structure of identical park and recreational facilities in all geographic areas of Midland.**
   Recommendation: Systematically renovate all park facilities so as to provide the same quality of recreation opportunities regardless of geographic location in Midland.
10. **Meet the growing demand for organized indoor recreation opportunities.**
    Recommendation: Begin the planning process for new community centers.

Table 1.1a, 2012 Parks, Recreation, and Open Space Master Plan Ten-Year Action Plan Goals and Accomplishments To Date

In the 2012 Update, the Parks and Recreation Division outlined the implementation of projects through the year 2017. The table below lists these "action plan goals" with "accomplishments to date" and whether or not those goals are still applicable in 2019. ✓ = completed ✓ = ongoing

2012 UPDATE TEN-YEAR ACTION PLAN GOALS		ACCOMPLISHMENTS TO DATE	Relevant?
Purchase or acquire land and develop three to four additional neighborhood parks outside of Texas State Loop 250 (SL 250).	✓	— Greathouse Park was developed in 2016.	Yes
Add minimum of 10 miles of hike and bike trails along key linkage points within the city.			Yes
Actively pursue the complete development of Beal Park and assist the MSA with turning the park into a major regional tournament soccer facility.			
Install pavilion and renovate restrooms at Windlands Park.	✓	— Renovations complete in 2016.	
Renovate neighborhood parks.	✓	— 23 Neighborhood Park playground renovations completed (16 remaining, 4 of which are planned for 2019). ▪ New playground added to Cowden Park (2014). ▪ Swings added to MLK, Jr. (2016), Pioneer (2014), and Sparks (2016) Parks. ▪ Playground replaced in Fasken (2016), Garrett-Brown (2014), Grafa (2012), Hidalgo (2012), Hill (2016), House (2012, swings 2014), C.J. Kelly (2014), Sparks (2012), and Ulmer (2012 and 2016) Parks. — Trail added to Halff Park (2012). — Solar lighting installed in Ratliff, Sparks, House, Fasken, and Washington Parks. — Basketball court added to Essex Park in 2016. — Baseball fence and dugouts removed from Henderson Park. — Washington Park Pool Renovations completed in 2018.	Yes
Shade structure replacement.	✓	— Shade structure added to playground at Hidalgo (2012), House (2012), Sidwell (2018), and Washington (2016) Parks. — Shade replacement in MLK, Jr. Park (2016).	Yes
Irrigation renovations.	✓	— Hogan Park irrigation on going.	Yes
Tree replacement and new shade trees in parks.	✓	— A number of trees planted through ***Keep Midland Beautiful*** in Dunagan, Henderson, Trinity, Washington, and Windlands Parks.	Yes

PACKET 15.530 July 14, 2020

Table 1.1b, 2012 Parks, Recreation, and Open Space Master Plan Ten-Year Action Plan Goals and Accomplishments To Date

In the 2012 Update, the Parks and Recreation Division outlined the implementation of projects through the year 2017. The table below lists these "action plan goals" with "accomplishments to date" and whether or not those goals are still applicable in 2019. ✓ = completed ✓ = ongoing

2012 UPDATE TEN-YEAR ACTION PLAN GOALS		ACCOMPLISHMENTS TO DATE	Relevant?
Renovate athletic complexes to uniform standards.	✓	— Four turf football fields added to Scharbauer Sports Complex (2016)	Yes
Ball field lighting improvements.	✓		Yes
HVAC in training room and gym at MLK, Jr. Community Center.	✓	— Complete	
Install video board at the MLK, Jr. Community Center.	✓	— Complete	
Conduct a study/design for a new community/senior center.	✓	— A study was done in 2016 for a Multi-Purpose Indoor Sports Facility.	Yes
Renovate one specialty park.	✓	— Dennis the Menace Park renovated, to open early 2019. — Private Parks: ▪ Centennial Plaza renovated, to open in 2020. ▪ Bush Tennis Center opened in 2012.	
Renovate Doug Russell Pool and replace bath house.	✓	— Pool renovations completed 2016.	Yes
New dog park in west Midland.	✓	— Dog park added to Beal Park in 2016.	
Acquire sufficient land (36 acres) for a future community park outside of Loop 250.			Yes
Continue outsourcing the maintenance of all park and open space.	✓		
Create a maintenance standard for park and city-owned facilities which emphasizes water conservation.	✓		
Bring minimum park and recreation personnel salaries to meet or exceed competitive standards of comparison communities.	✓		
Outsource most construction projects.	✓		
Market the Parks Foundation (Permian Basin Area Foundation).			Yes
Consider funding sources such as requiring a small annual fee from organized sports entities to contribute to park improvements.			Yes
Pursue all available grant opportunities.			Yes

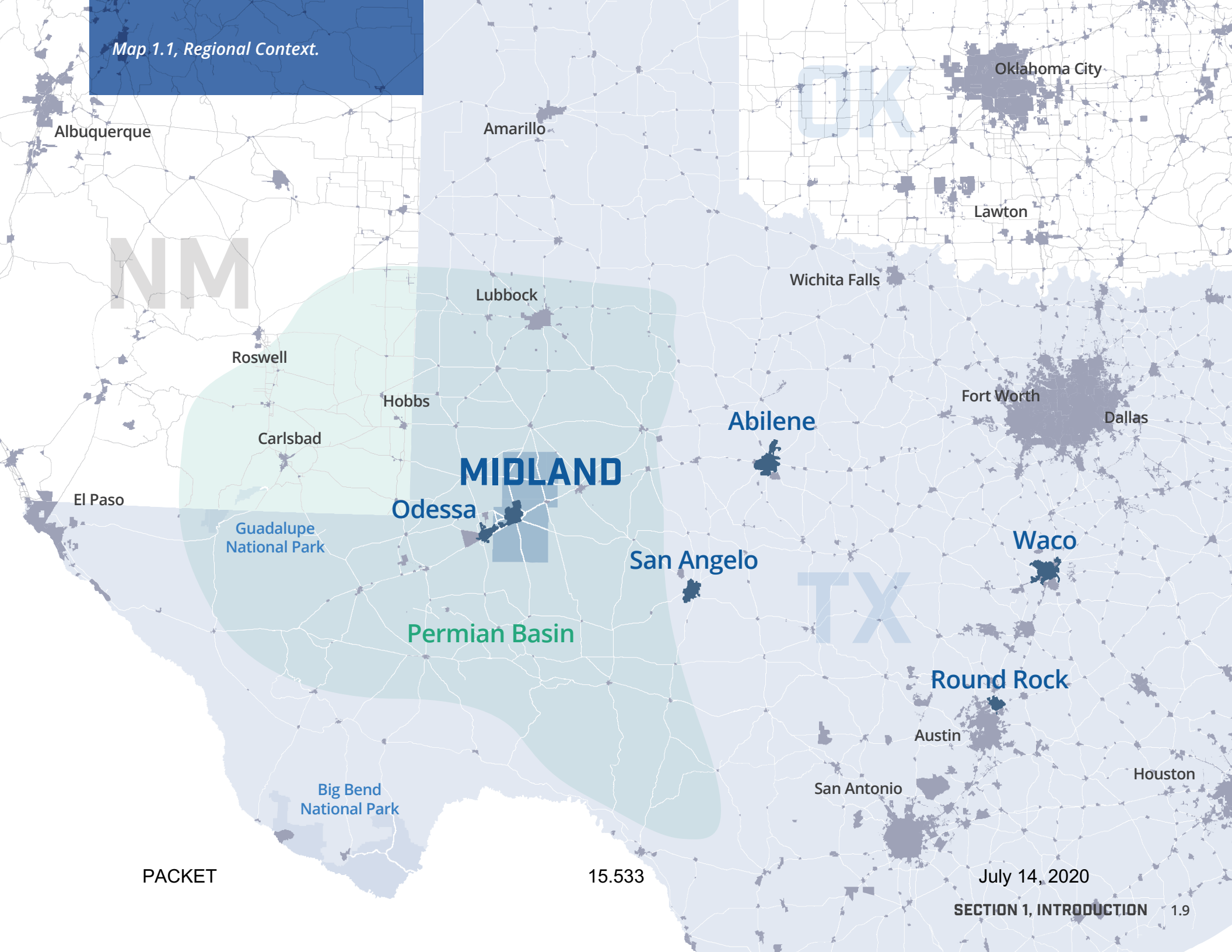
CONNECTING MIDLAND
2015 HIKE AND BIKE TRAILS MASTER PLAN



The ***Connecting Midland Hike and Bike Trails Master Plan*** was completed in 2015. The master plan sets the framework by which the City of Midland and the private sector can work together to jointly create beautiful and meaningful trail corridors and make informed decisions as to how to fund trail development. In partnership with both the public and private sectors, the City will strive to achieve its objective of creating a system of trails to connect all of Midland. The report sets forth several recommendations in this effort including establishing a variety of recreational facility types to accommodate all facets of the community, promoting security by creating vehicular separation, ensuring access to the trail system is readily available and focusing on city-wide connectivity when designing and constructing new trails.

CONTEXT

Midland is the largest city in Midland County and its extraterritorial jurisdiction (ETJ) extends north into Martin County. Midland is directly adjacent to Odessa and the two cities, "Midessa," compose the heart of the Permian Basin - one of the world's thickest deposits of rocks from the Permian geologic period - a major producer of oil and gas. As discussed in the Environmental Character section of ***The Tall City Tomorrow (2016)***, Midland lies within a large flat region or high plain that is intermittently broken by draws and covered by sparse vegetation. These draws and the oil resources that lie below the surface are the region's biggest environmental features. Identifying these features and acknowledging their impact on the direction of development is important to creating a comprehensive plan and land use vision that meets Midland's future needs. **Map 1.1, *Regional Context***, on the facing page, shows Midland in the context of the State of Texas and the Permian Basin. Midland, with Odessa, is the major center of the West Texas region and is a short drive to the State's biggest parks, including Big Ben National Park. This map also illustrates Midland in relation to the report's Comparison Communities (bold blue), which are discussed in more detail on pages 1.12, and 1.14-1.15.


Map 1.1, Regional Context.
Albuquerque
Amarillo
Oklahoma City
OK
Lawton
NM
Wichita Falls
Lubbock
Roswell
Hobbs
Carlsbad
Fort Worth
Dallas
Abilene
MIDLAND
El Paso
Odessa
Guadalupe
National Park
San Angelo
Waco
TX
Permian Basin
Round Rock
Austin
Houston
San Antonio
Big Bend
National Park

PLANNING AREA

Midland is approximately 75 square miles or 47,934 acres with a population of 136,089 according to the most recent U.S. Census. The focus area of this plan is Midland city limits and those areas surrounding the city where development is anticipated in the coming years. This park planning effort considers the entire extent of the area that is under the jurisdictional influence of the municipality, refer to **Map 1.2**, ***Planning Area***. This ensures that the City approaches the development of its park system to serve all neighborhoods and their corresponding residents. Specifically this plan will look at areas north and west of the city limits where development is most anticipated to be in the coming years, refer to the Demographics section, **Map 1.3, *Population Change*** on page 1.17. Looking outside the current city limits for parks and recreation opportunities will allow Midland to take advantage of unique natural resources or to adequately be able to accommodate future growth.



Source: Halff Associates

COMPARISON COMMUNITIES

A common element of successful communities is that they consistently look to similarly situated communities to understand opportunities and challenges but also to use other communities as a barometer with which to evaluate how their own community is changing. The study identifies five peer communities that may potentially shed light on "best practices" for Midland. The communities include, Abilene in Taylor County, Odessa in Ector County, Round Rock in Williamson County, San Angelo in Tom Green County, and Waco in McLennan County, refer to **Map 1.1, *Regional Context*** on page 1.11. **Table 1.2a-b**, ***Comparison Communities Statistics and Features***, on pages 1.14-1.15, compares park criteria which will be used to further analyze Midland. It should be noted however, that while each of these communities is similar to Midland in one way or another, every community is conditioned by a unique set of circumstances that set each apart from the other communities.

Some key takeaways from the Comparison Communities analysis include:

— Abilene and Odessa have a funding program or a foundation where citizens may donate funds specifically earmarked for improvements to the City's Parks and Recreation Centers. And San Angelo has an Adopt-a-Spot program.

— Abilene and Round Rock offer program guides for Parks and Recreation opportunities in the city.

— Round Rock has placed athletic facilities into its own department, the Sports Management and Tourism Department, that programs, schedules and maintains the City's sports facility assets as well as implements the City's Tourism Plan.

— Some Comparison Communities offer "one-of-kind" attractions that draws visitors to that city and park, e.g. Abilene is Storybook Capital of America; San Angelo has the International Water Lily Collection and Fort Concho, a National Historic Landmark; and Waco has the Texas Ranger Hall of Fame and the Mammoth National Monument.

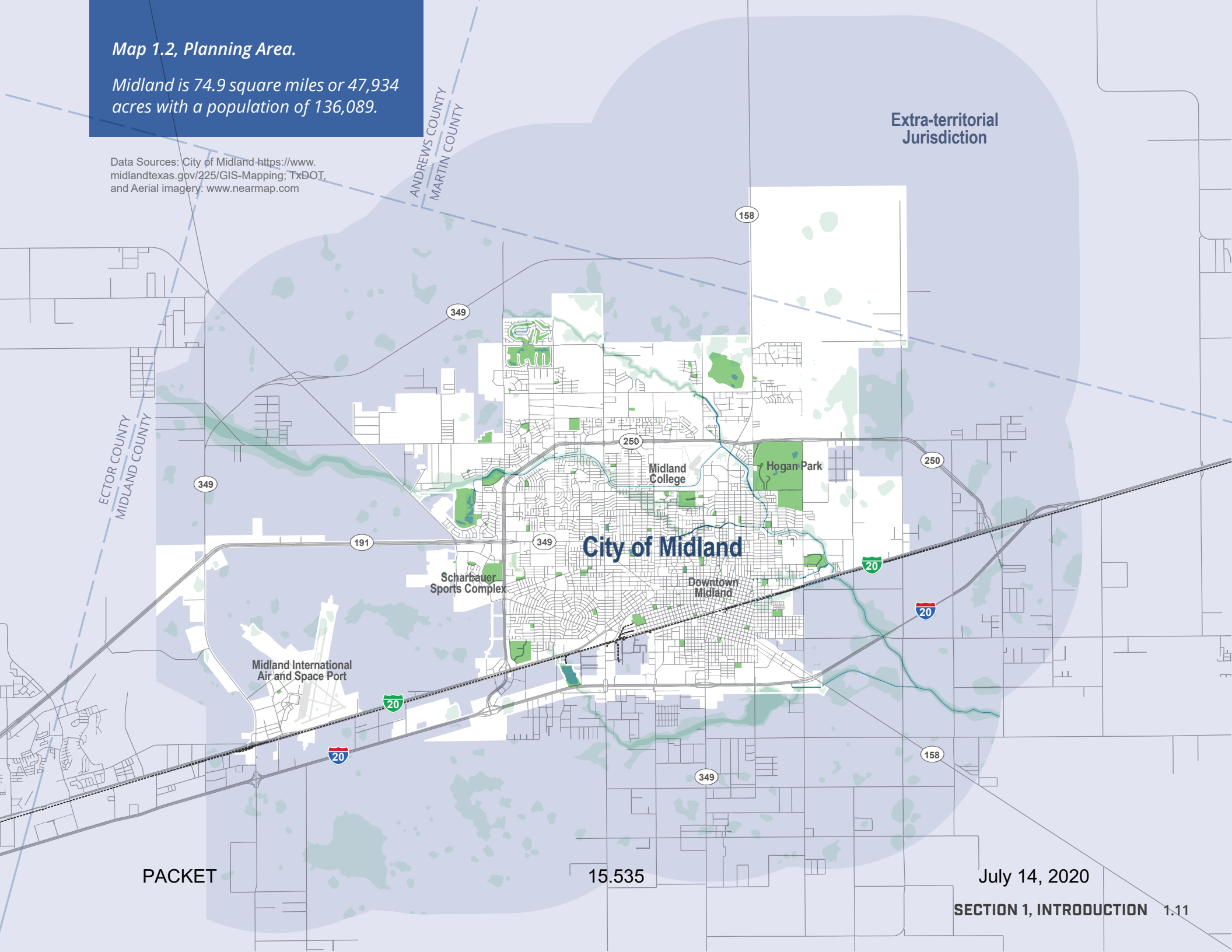
— Midland has the highest number of parks, the lowest number of recreation centers, and falls in middle regarding the number of staff. To note, Midland and Waco have similar populations, number of parks, and park areas, but Waco's expenditures far exceeds Midland's.

PACKET 15.534 July 14, 2020

Map 1.2, Planning Area.

Midland is 74.9 square miles or 47,934 acres with a population of 136,089.

Data Sources: City of Midland https://www.midlandtexas.gov/225/GIS-Mapping; TxDOT, and Aerial imagery: www.nearmap.com



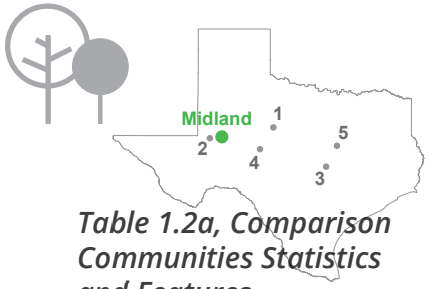


Table 1.2a, Comparison Communities Statistics and Features







	MIDLAND	ABILENE 1 Source: City of Abilene, TX	ODESSA 2 Source: City of Odessa, TX
Population (2017)	136,089 people	121,885 people	116,861 people
Land Area (square miles)	71.5 (1,903 people per square mile)	112.2 (1,086 people per square mile)	44.0 (2,655 people per square mile)
Total Park Acreage (Acres per 1,000 residents)	1,364.1 acres | 3.0% of land area (10.0 parks acres per 1,000 residents)	1,077.0 acres | 1.5% of land area (8.8 parks acres per 1,000 residents)	548.8 acres | 1.9% of land area (4.6 parks acres per 1,000 residents)
# of Parks # of Centers # of Pools / Splash Pads	50 Parks 1 Recreation Center	26 Parks 4 Recreation Centers (2 YMCAs) 1 Aquatic Center and 5 Splashpads	36 Parks 5 Community Centers, 1 Gym 2 Aquatic Centers, 1 Pool, 1 Sprayground
Number of Staff (2017-18) Parkland acres per staff	39 1 Parks Staff per 35 parkland acres	32 (parks) + 19 (recreation) = 51 1 Parks Staff per 29 parkland acres	54 1 Parks Staff per 10 parkland acres
Parks and Recreation 2018-2019 Budget	$10,273,027 ($75.49 per capita expenditure)	$5,308,180 ($43.55 per capita expenditure)	$6,360,377 ($54.42 per capita expenditure)
Parkland Dedication Ordinance	No	No	No
CAPRA Accredited	No	No	No
Notable features		— Motorcross Park — Adventure Guide — Park Bucks Program for improvements to City's parks. — Keep Abilene Beautiful Memorial Tree Program — Storybook Capital of America with storybook sculptures throughout parks — Abilene Cultural Affairs Council — The Parks Division provides landscape management services to City properties including municipal buildings, boulevards, vacant lots, and the Municipal Cemetery.	— The Odessa Parks Foundation is a 501(c)(3) non-profit which began in 2007 to aid the Parks Department in improving City parks with playgrounds, statues, memorials and outdoor movie showings, just to name a few. The foundation is funded by the Dollar Donation Program. — Odessa Arts (former Cultural Council)

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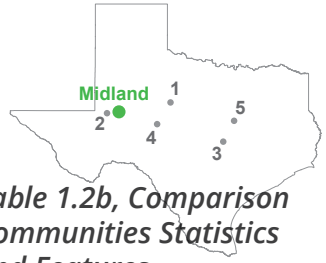
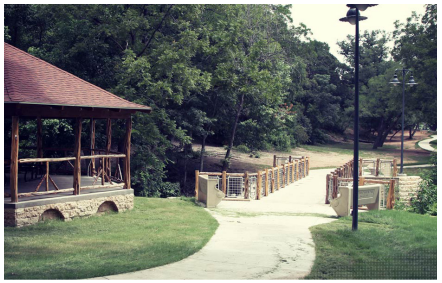


Table 1.2b, Comparison Communities Statistics and Features







	ROUND ROCK Source: City of Round Rock, TX	SAN ANGELO Source: City of San Angelo, TX	WACO Source: City of Waco, TX
Population (2017)	123,678 people	100,119 people	136,436 people
Land Area	35.9 (3,445 people per square mile)	58.2 (1,720 people per square mile)	95.5 (1,428 people per square mile)
Total Park Acreage **(Acres per 1,000 residents)**	2,285.0 acres | 9.9% of land area (18.4 parks acres per 1,000 residents)	672.0 acres | 1.8% of land area (6.7 parks acres per 1,000 residents)	1,666.0 acres | 2.7% of land area (12.2 parks acres per 1,000 residents)
# of Parks **# of Centers** **# of Pools / Splash Pads**	37 Parks 2 Recreation Centers 1 Aquatic Center, 3 Pools (including 1 indoor)	47 Parks 2 Recreation Center 1 Pool	46 Parks 5 Community Centers (2 YMCAs) 5 Spray Pads Hawaiian Falls Water Park
Number of Staff (2017-18) **Parkland acres per staff**	45 1 Parks Staff per 50 parkland acres	49 1 Parks Staff per 13 parkland acres	36 1 Parks Staff per 46 parkland acres
Parks and Recreation 2018-2019 Budget	$12,135,832 ($98.12 per capita expenditure)	$4,716,370 ($47.10 per capita expenditure)	$ 11,605,176 ($85.06 per capita expenditure)
Parkland Dedication Ordinance	Yes	No	No
CAPRA Accredited	Yes	No	No
Notable features	— Play for All Abilities Park — Program Guide — Sports Management and Tourism Department — Forestry Division manages the City's urban forest — Parks Department is responsible for the administration and operation, respectively, of the parks around Twin Butte Reservoir and Lake Nasworthy.	— The Bosque Park / Concho River Walk — Sculpture Garden — San Angelo Nature Center — Home to the International Water Lily Collection — Texas Bank Sports Complex — Adopt-a-Spot Program — Santa Fe Park Commission oversees Santa Fe golf course, Kids' Kingdom and parkland east of the North Concho River. — San Angelo State Park, home to the Official State of Texas Longhorn herd. — National Historic Landmark: Fort Concho	— 15 Museums, including the Texas Ranger Hall of Fame and Museum, official State museum of the Texas Rangers — QR Fit Trail System — Bosque Bluffs and Brazos Bridges paddling trails — Cameron Park and Zoo — Lake Waco is an additional 1,020 acres of parkland managed by USACE — Waco Mammoth National Monument — The Parks Department care for a significant number of additional public properties that do not directly support traditional recreation.

DEMOGRAPHICS

The following is a summary of Midland's demographic and socioeconomic data. These projections and trends pertain to population, age, race and ethnicity, employment, and households. Although this summary is only a snapshot in time, it provides insights into the current issues and confirms many community perceptions. The source of data in this section is from the U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates.

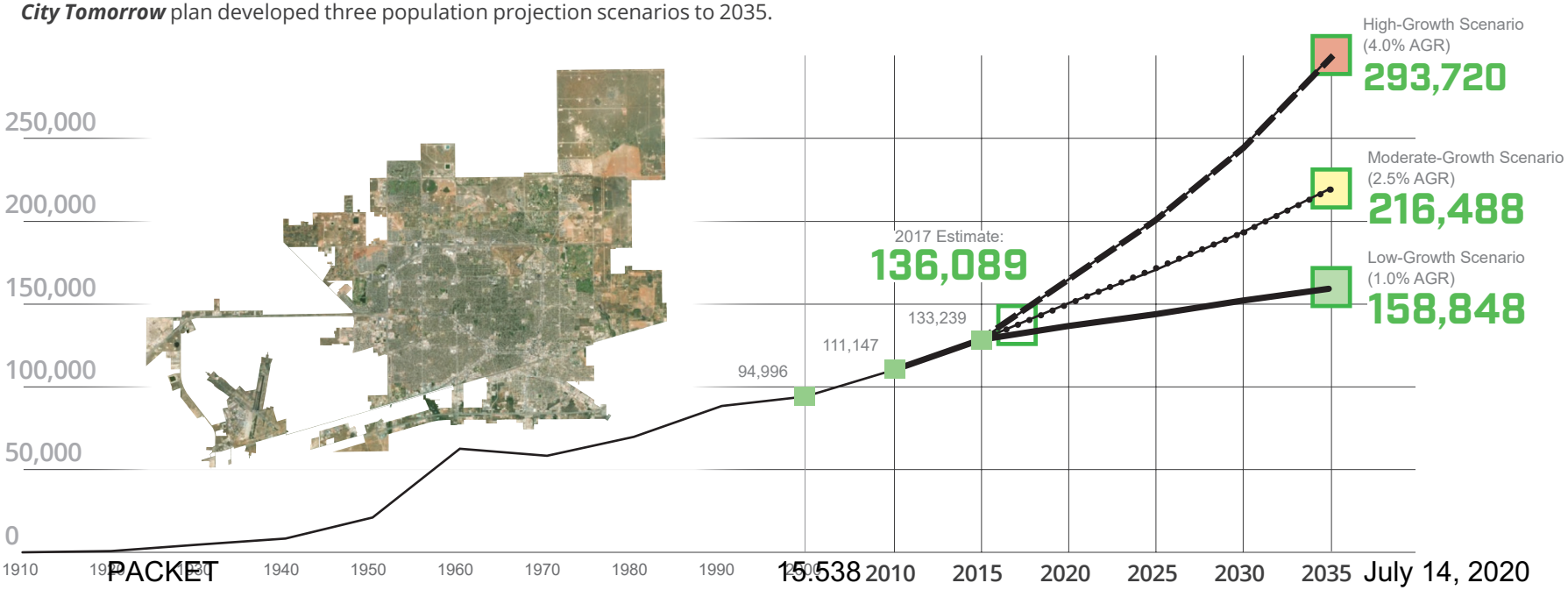
POPULATION

Midland is a regional city that has experienced strong, stable growth throughout the decades due to the oil and gas industry. According to the most recent U.S. Census, Midland's 2017 estimated population is 136,089, up nearly 25,000 people from the 2010 total population of 111,147. Midland is now the 24th most populous city in Texas. According to population projections recently developed in Midland's Comprehensive Plan, ***The Tall City Tomorrow***, Midland population will continue to grow due to the expanding oil industry. ***The Tall City Tomorrow*** plan developed three population projection scenarios to 2035.

The "high growth scenario projected 293,720 people in 2035 (4.0% Annual Growth Rate, AGR), the "moderate" growth scenario projected 216,488 people (2.5% AGR), and the "low" growth scenario projected 158,848 (1.0% AGR).

The City's population remains young and will continue to look for quality education, housing, and recreation opportunities. Growth within the energy industry has attracted young professionals and young Baby Boomers, both groups tend to be very mobile and look for vibrant places to work and play. These populations will likely look for continued investments in the schools and recreation offerings like trails and parks. They will continue to attract commercial developments that are family friendly and vibrant with activity.

~The Tall City Tomorrow (2016)



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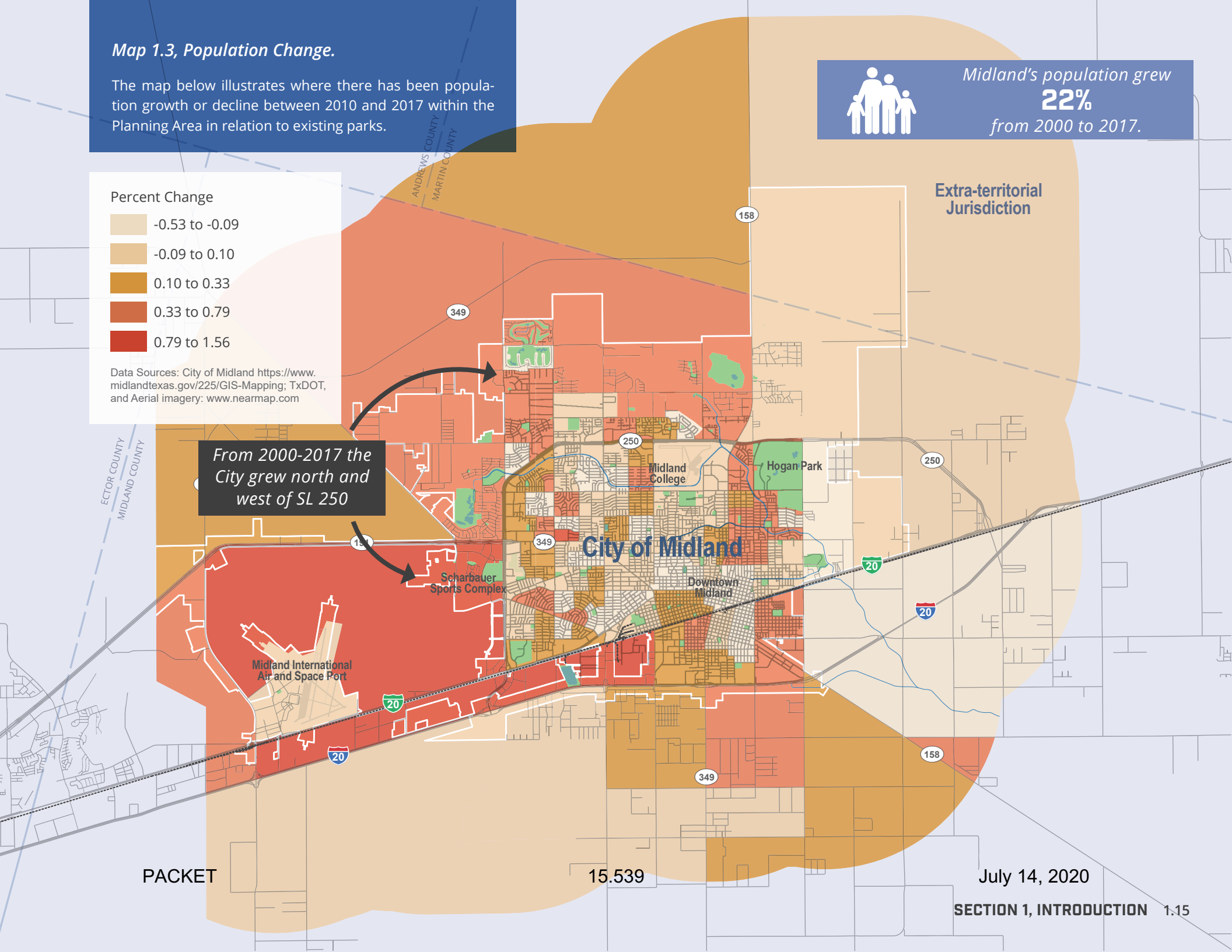
Map 1.3, Population Change.

The map below illustrates where there has been population growth or decline between 2010 and 2017 within the Planning Area in relation to existing parks.

Midland's population grew
22%
from 2000 to 2017.



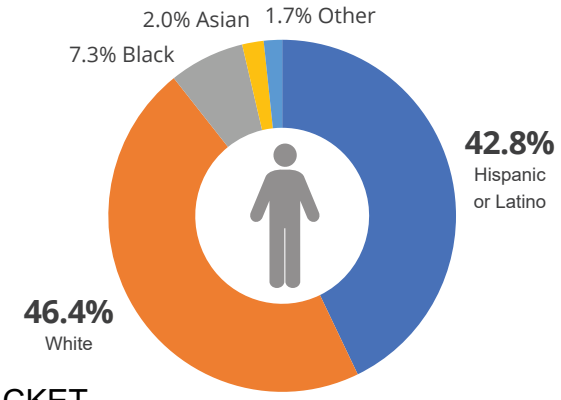
AGE

Understanding age distribution in a community helps to determine recreation needs based on age group, even as its residents grow older. Identifying the age-appropriate recreational opportunities needed in Midland allows the City to allocate resources towards amenities and programs that can best serve the community.

The analysis of Midland's age distribution to the right uses the Physical Activity Council (PAC) Overview Report which tracks sports, fitness, and recreation participation in the U.S. The PAC breaks down participation by generations. The chart at right uses the 2017 U.S. Census' American Community Survey Estimates for the Age Distribution of the city of Midland with PAC generational descriptions of activities. The Gen Z group is the largest in Midland, and comprises 29.8 percent of the population. And Millennials and Generation X, ages 20 to 54, make up almost half of the population.

RACE

Similar to the City's age distribution, the City's racial composition is important when planning for parkland. Different groups use parks in a variety of ways. Some may see more need for connectivity and other's for safety. Midland is fairly evenly split between White and Hispanic, with small percentages of Black, Asian and Other Races.



Gen Z (Pre-K to 19 years old) 29.8%





The most active group, the majority of Gen Z are engaged in a high calorie activities (e.g. basketball, bicycling, dance, football, martial arts, soccer, swimming, etc.) equally spread across team sports, outdoor sports, individual sports and fitness sports. Gen Z dominates the generations in team sports though participation is has been declining with the focus turning to fitness sports.

Millennials (20 to 34 years old) 24.6%





The majority of Millennials are involved in some form of high calorie activity (e.g. basketball, bicycling, dance, football, martial arts, soccer, swimming, etc.). This group tend to participate in more diverse activities in fitness, individual, and outdoor sports while restraining from core engagement (group activities / team sports).

Gen X (35 to 54 years old) 24.1%





Due to time constraints from work and family responsibilities, Gen X has increased the most in inactivity. When active they participate in fitness sports and outdoor sports

Boomers (55 to 74 years old) 16.4%

With an aging population Boomers tend to focus on low impact, minimal calorie burning activities such as walking for fitness and golf. The 65 and over population showed the largest gain in inactivity.

Fitness Sports: barre classes, boot camp training, cardio kickboxing, cross-training, dance, elliptical trainer, free weights, gym equipment (elliptical, rowing, stair-climbing, stationary cycle, treadmill, weight machines, etc.), high impact/intensity training, pilates, running/jogging, swimming, tai chi, walking, yoga, etc.

Individual Sports: archery, bowling, boxing, golfing, horseback riding, hunting, martial arts, roller skating, shooting, skateboarding, triathlon, etc.

Outdoor Sports: backpacking, bicycling, birdwatching, camping, climbing, fishing, hiking, hunting, running/jogging, skateboarding, trail running, triathlon, wildlife viewing, etc.

Team Sports: baseball, basketball, cheerleading, football, gymnastics, paintball, soccer, softball, swimming, track, volleyball, wrestling, etc.

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EMPLOYMENT

Understanding the employee types and employment of a community helps paint a picture of who the residents are and how they spend a large majority of their time. Knowing this information can assist the City in providing appropriate recreation offerings that reflect how employees might like to use their park system and programming during work hours or their free time. The main ***Industries for the Civilian Employed Population 16 years ond over*** in Midland are Mining, Oil and Gas Extraction; Education, Healthcare, and Social Assistance; and Retail, see pie chart top right.

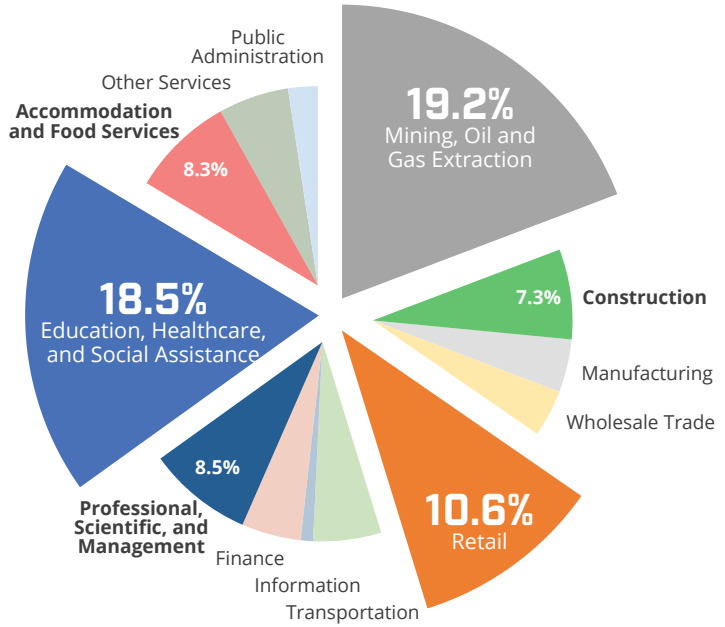
Employment Location

The Inflow / Outflow Job Counts (2015) diagram, bottom right, shows the worker flow dynamics in the city of Midland. The dark green arrow entering the city represents the workers employed in Midland but living outside the city and the light green arrow leaving the city is the workers employed outside the city but living in Midland. Of the 66,895 total employees, 51.4% (34,394) live outside the city limits and work in Midland, and 48.6% (32,501) live in Midland and work there.

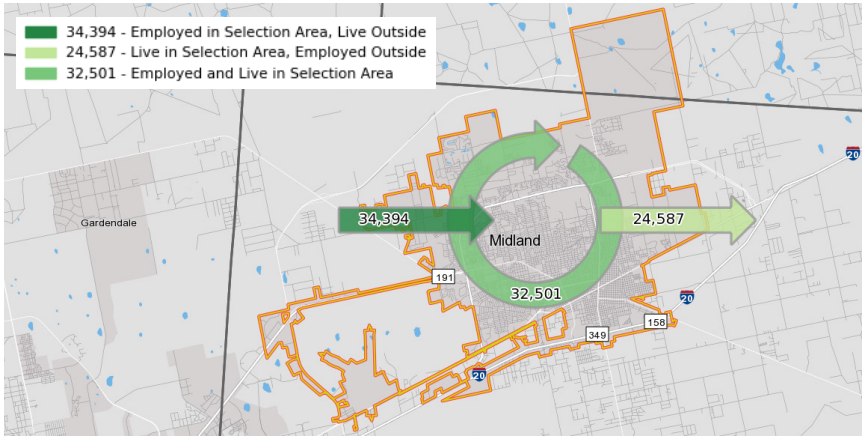
The oil and gas industry understands that growth equates to more employees moving to Midland, therefore, they need to be involved in Midland's future development and quality of life. See quote below from Tim Leach, Chairman and CEO of Concho Resources and the State of Oil and Gas Address in January 2019:

"Permian Basin crude production is expected to climb from 4 million barrels a day to 6 million barrels a day in just 6 years. The Permian Basin could see 45,000 new high-paying technical jobs on top of the 50,000 jobs that have been created since 2000. When he and other leaders of local oil companies review their business plans and consider their greatest concerns, he said it's not sand or pipeline capacity or technology. "Collectively, they say it's schools, roads, doctors and housing."

Industries for the Civilian Employed Population 16 years and over.



Inflow / Outflow Job Counts in 2015

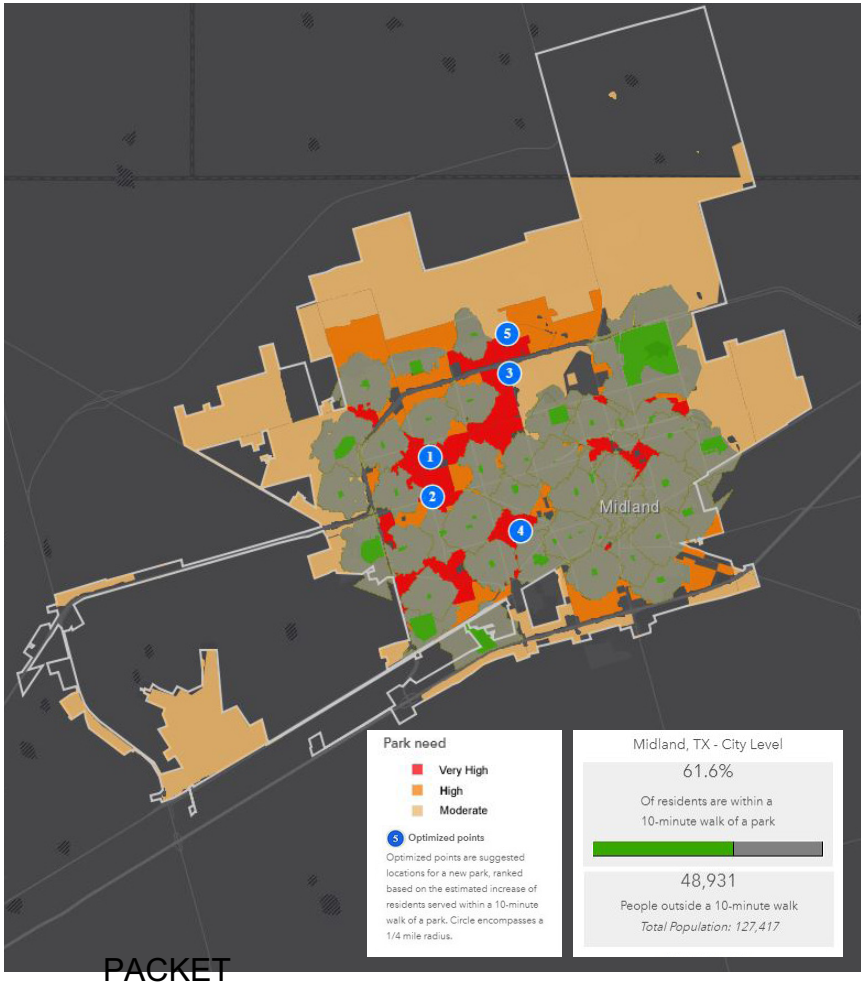


Source: U.S. Census Bureau, Center for Economic Studies

WALK DISTANCE

The ParkServe® platform provides The Trust for Public Land and its partners with the requisite tools to determine where to site future parks with an emphasis on focusing resources in under-served neighborhoods. The platform provides information about park systems and the associated percentage of city, town and community residents within a 10-minute walk of a park.

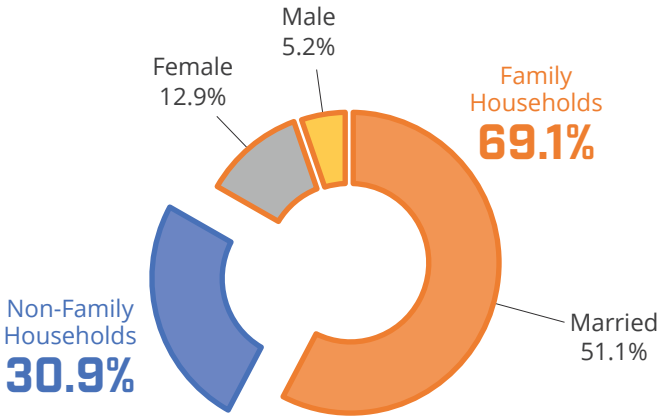
ParkServe® analysis of current access to parks in the city of Midland.



HOUSEHOLD TYPES AND INCOME

The City is in a unique position in which during periods of "boom" there is a population increase from in-migration of residents drawn by the abundance of jobs and the strong local economy. Recognizing this, the City may determine an appropriate approach to parks and recreation that meets the needs of the existing population as well as large number moving into town, many of which are young professionals with children.

Household Income discussion is on the following page.





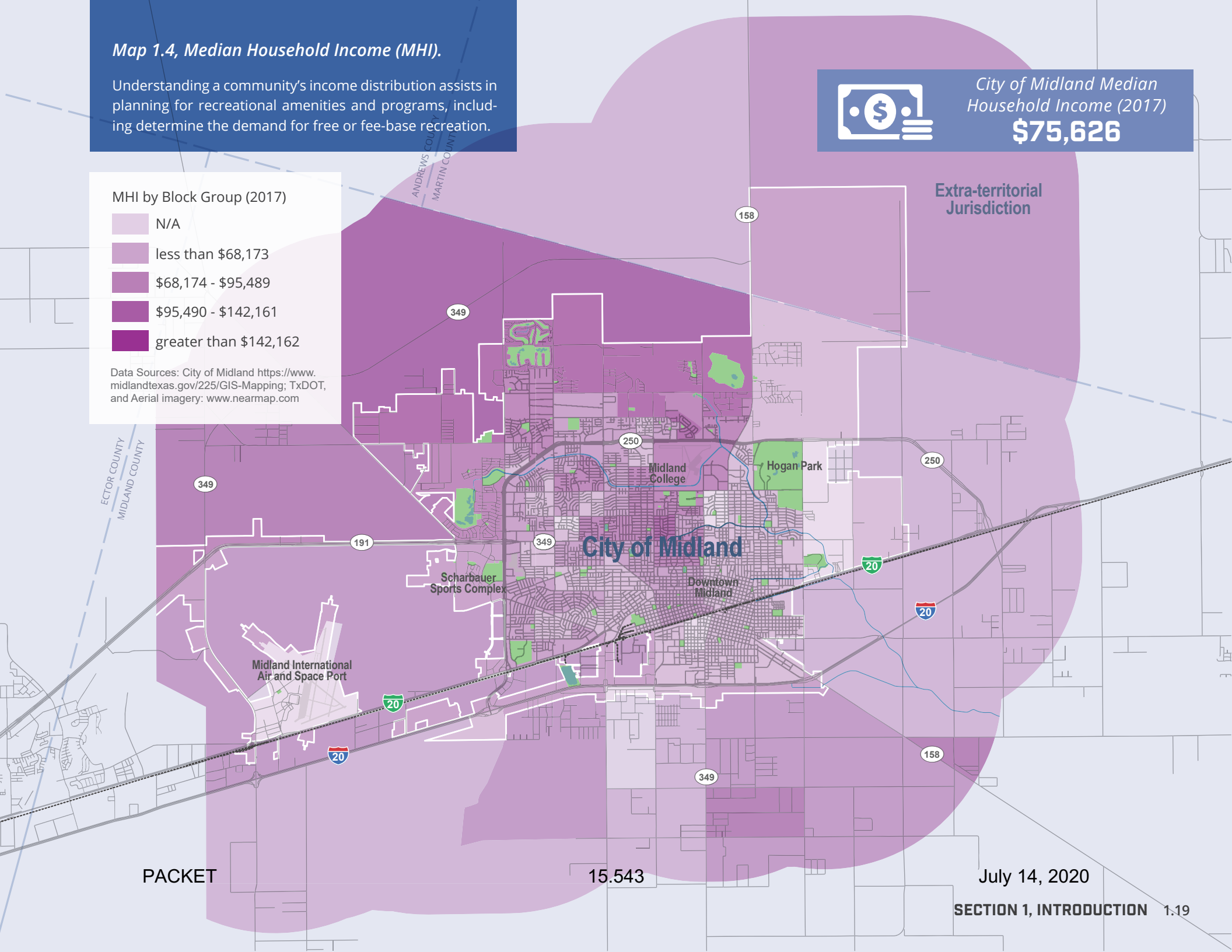
Average Household Size
2.84



Average Family Size
3.42

Map 1.4, Median Household Income (MHI).

Understanding a community's income distribution assists in planning for recreational amenities and programs, including determine the demand for free or fee-base recreation.



PUBLIC ENGAGEMENT

One of the most important aspects of any planning process is to engage the general public and ensure the plan reflects and addresses their wants, needs, and concerns. This Parks, Recreation, and Open Space Master Plan Update is intended to guide City investments in parks and recreation to ultimately best serve the community. A series of public engagement strategies were used throughout this planning process to gain an understanding of the wants, needs, and priorities of the community. Engagement strategies included stakeholder listening sessions, Parks Advisory Committee meetings, a public survey, a public open house workshop, and a City Council public hearing. Public Engagement major findings are summarized in **Section 3**, ***Needs Assessment***.

STAKEHOLDER LISTENING SESSIONS

Over the course of a few days at the beginning of the project, stakeholder meetings and key person interviews were held to identify opportunities and challenges faced by the community. Attendees included the Mayor and council member; key City staff; the Parks and Recreation Commission; local sport associations; Keep Midland Beautiful; and residents. At the stakeholder meetings, attendees were asked their opinion on the current park system, what they felt the community was lacking, and what the highest priority needs were.

PARKS ADVISORY COMMITTEE

Development of this Plan was guided by the Midland Parks and Recreation Commission, which served as the Parks Advisory Committee (PAC). A series of meetings will be held over the course of the planning process to provide guidance and feedback at key intervals. The PAC's responsibilities will include ensuring that the Plan provided a balance of opinions on important City issues, making sure the Plan had comprehensive input towards its vision, and to review and provide comments on the draft Plan during its development.

PUBLIC SURVEY

In order to gain a better understanding of the parks and recreation needs of Midland residents, a citywide survey (a questionnaire that is not statistically valid) was conducted as online through SurveyMonkey. The survey ran for several months and a total of 664 responses were received.



Source: Halff Associates

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MIDLAND PARKS TODAY

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INTRODUCTION

In order to plan for a parks and recreation system that addresses the needs and desires of Midland residents, it is important to gain an understanding of the existing park and recreation facilities. Through an analysis of the current inventory that includes types of use, condition of facilities, accessibility, context and existing conditions, this Parks Master Plan will develop a better understanding of the opportunities and constraints of the overall system and becomes the foundation of the needs analysis and plan recommendations found in subsequent sections of this Plan.

PARK CLASSIFICATIONS

Different parks types serve different purposes, areas, and intended users. Understanding this helps to identify gaps and overlap in the overall system and whether or not existing facilities are addressing the current park, recreation, and open space needs of the city. This Plan acknowledges that the Midland parks and recreation system is comprised of a variety of different types of parks, including:

— Regional Parks;

— Community Parks;

— Neighborhood Parks;

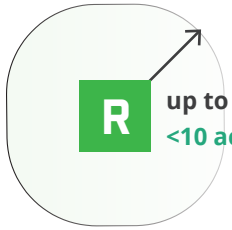
— Pocket Parks;

— Linear Parks (no current examples in Midland); and

— Special Use Parks.

While some parks in the system could meet the criteria of multiple park classifications, it is generally helpful to understand the inherent different purposes intended for various park types. At a minimum, it helps to provide context regarding park distribution and accessibility.

REGIONAL PARKS



up to a 50 mile radius
<10 acres to 1,000+ acres

Description

With the intentions of serving the entire city and beyond, a regional park often becomes the premier park in that area due to its broad range of facilities and activities. These parks often include regionally significant natural resources.

Site Characteristics

These parks are frequently planned to accommodate large numbers of visitors for events such as fairs, festivals, and exhibitions. Regional parks should be located near highways or major arterials to provide easy access from different parts of the city.

Service Area

Up to 50 mile radius, depending on site features.

Typical Size

Depending on the purpose and character of the site, regional parks may vary in size from less than 10 acres to several thousand acres.

Local Example



Hogan Park and Golf Course

620.0 acres

Source: Halff Associates

COMMUNITY PARKS

C
1 to 2 mile radius
10 to 50 acres

Description

Community parks provide a variety of recreational activities which may include athletic fields and courts, swimming pools, hike and bike trails, or exercise stations. These parks may also provide a venue for community festivals and, therefore, must have sufficient parking for participants, spectators, and other park users.

Site Characteristics

These parks should be located near a major thoroughfare to provide easy access from different parts of the city. Vegetative buffering may be required to minimize the impact of light and sound pollution on adjacent residential areas.

Service Area

Primarily serves a one to two-mile radius, but available for persons throughout the community.

Typical Size

These parks should be large enough to accommodate a variety of facilities while leaving sufficient space for unstructured recreation, natural areas, and possible expansion. This can vary the size from 10 acres to over 50 acres.

Local Example



Beal Park

112.0 acres

Source: Halff Associates

SPECIAL USE PARKS AND FACILITIES

S
Variable
Vary in size

Description

These parks and facilities are used for specialized or single-purpose recreational activities such as a golf course, skate park, aquatic facility, historic site, tennis complex, or nature center.

Site Characteristics

Varies according to the overall functionality of the site - often operated by a private enterprise.

Service Area

Variable.

Typical Size

Having no minimum, these parks vary in size according to their specific functions.

Local Example



Scharbauer Sports Complex

94.0 acres

Source: Halff Associates

NEIGHBORHOOD PARKS

N

0.25 to 0.50 mile radius
3 to 10 acres

Description

These parks provide both active and passive recreational opportunities within walking distance of residential neighborhoods, thus creating accessible family-friendly destinations. Amenities may include athletic fields, courts, playground equipment, walking trails, park benches, etc.

Site Characteristics

Evenly distributed throughout the city, these parks are centrally located in various neighborhoods, providing safe and easy pedestrian access for nearby residents.

Service Area

Serves a one-quarter to one-half-mile radius.

Typical Size

Existing physical conditions and availability of land can determine the size of neighborhood parks. Ideally these parks range from three to 10 acres, however, sizes can vary.

Local Example



Fasken Park

3.4 acres

Source: Halff Associates

POCKET PARKS

P

Immediate neighborhood
0.25 to 1.0 acres

Description

Pocket parks provide passive recreational opportunities to a concentrated population within an immediate proximity. An example of a pocket park would be a playground near a multi-family housing complex or a small lot that has been developed to include sidewalks and benches.

Site Characteristics

Located within a close proximity to medium/high density residential areas.

Service Area

Immediate neighborhoods.

Typical Size

Typically range from one-quarter acre to one acre in size.

Local Example

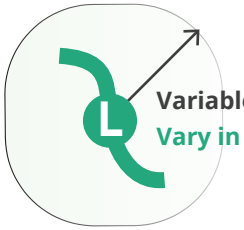


Jacotte Park

0.8 acres

Source: Halff Associates

LINEAR PARKS



Variable
Vary in size and length

Description

A linear park, or greenway, is a park that is longer than it is wide. Rail, stream, highway, etc. corridors are developed for bicycling, hiking, walking, and jogging, linear parks are commonly used as a link between two or more park and recreation areas.

Site Characteristics

Typically follows a linear man-made or natural feature such as a stream, creek, abandoned rail line, or road.

Service Area

Variable.

Typical Size

These parks vary in size depending on existing site constraints and proximity to other parks.

Local Example

Although there are no current examples of "linear parks" in Midland the City is beginning to build their hike and bike trail system. An example is the TXU Energy® Trail that runs from SL 250 Frontrage Road to Lancaster Park at W Kansas Avenue and Godfrey Street. Refer to **Map 2.3, *Existing Trails*** on page 2.15**.**



Elkin Park
Source: Halff Associates

PARK INVENTORY

Midland has a network of 50 parks, including a recreation facility and several neighborhood parks, distributed throughout the city. These parks offer over 1,364 acres of parkland with recreational opportunities that serve local needs (i.e., playgrounds and multi-use paths) and the greater region (i.e. sports complexes and tournament facilities). Midland's park system is supported by Homeowner's Association (HOA) parks (242 acres) and other private facilities. See **Map 2.1**, ***Existing Parks***, facing page, for the existing distribution of public and private parks and schools and **Table 2.1a-d**, ***Park Inventory*** (pages 2.8-2.11) for the number and types of facilities each park contains.

R The City's **Regional Parks** encompass 720 acres and include I-20 Wildlife Preserve and Hogan Park and Golf Course. These two parks on are on opposite ends of the city and serve different purposes. I-20 Wildlife Preserve is more passive recreation and Hogan Park is mainly athletic fields with a dog park and two golf courses. Sibley Nature Center is also located within Hogan Park.

C The City's **Community Parks** encompass over 396 acres and include sports related parks like Beal, Butler, C.J. Kelly, Reyes-Mashburn-Nelms, Ulmer and Windlands Parks. Other community parks offer unique programs that are destinations for the entire city, including, Dennis the Menace Park, MLK, Jr. Park and Community Center, Wadley Barron Park, Doug Russell Pool, and Washington Park and Aquatics Center.

S One park that is classified as a **Special Use Facility**, Scharbauer Sports Complex. This 94-acre park is home to minor league baseball and football teams and offers four multi-use fields.

N The classification with the highest number of parks in Midland is **Neighborhood Parks** at approximately 144 acres. These parks are scattered evenly throughout the city inside SL 250. These 27 parks are intended to serve nearby residential neighborhoods providing playgrounds, multi-use paths, and open space.

P There are nine **Pocket Parks** that provide minimal amenities within the neighborhoods they serve.

OTHER FACILITIES

Schools

Schools are generally evenly distributed throughout the city except for north of SL 250 and east of SH 158. Some of the school properties are located adjacent to City parks. One advantage of having these next to each other is the ability for the schools and public parks to share facilities. Some of the park and recreation amenities that are located on school property are available to the public during non school hours. This availability needs to be considered in the planning of new park locations. In some instances, there is currently overlap between amenities provided on school property and in nearby parks. The total area of school properties in Midland is 847 acres. Included in this total is the entire school property, not only the park and recreation facilities.

Private

There are six private facilities or clubs in the city of Midland:

— Nueva Vista Golf Club is a 18-hole golf course and golf shop in the west side of the city in the Grasslands subdivision.

— Midland Country Club in the north side of the city off SH 158 is a private club offering a clubhouse with restaurant and meeting facilities, a fitness center, aquatics center, tennis facility, a 18-hole golf course, golf shop, and family programs.

— Ranchland Hills Golf Club is a semi-private club with a restaurant, event space, and golf shop. The golf course is 18 holes.

— Bush Tennis Center in the northwest corner of the city currently has 19 courts and when completed will be the second largest tennis center in the world with 60 courts including covered courts and indoor clay courts.

— The new Chris Davidson Opportunity Park at the Bush Tennis Center is currently under construction and will address the needs of the whole child including physical, social/emotional, sensory, cognitive, and communication.

— COM Aquatics is an aquatics, diving, and fitness center in north central Midland. A number of programs are offered including water aerobics and therapy.

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Map 2.1, Existing Parks.

Midland has 50 parks totaling over 1,364 acres.

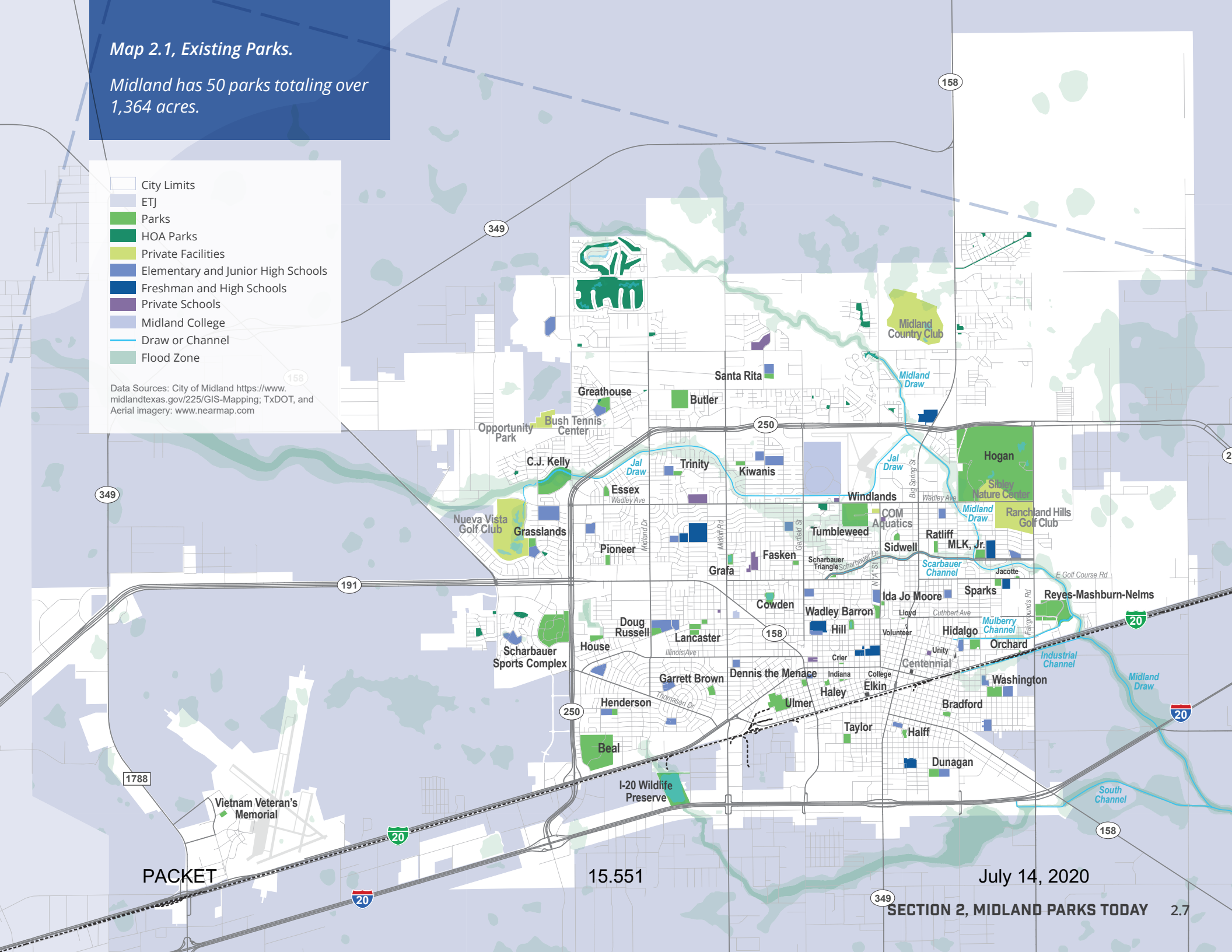

Table 2.1a, Park Inventory.

				ACTIVE FACILITIES																				
			Acres	Baseball Field	Softball Field	Little League Field	T-ball Field	Soccer Field	Cricket Field	Football Field	Flag Football Field	Multi-purpose Field	Concession Stand	Exercise Equipment	Basketball Court	Basketball Nets	Volleyball Court (Sand)	Skate Park	BMX Park	Golf Course	Disc Golf Course	Dog Park	Recreation Center	Unprogrammed Field
Regional Parks																								
1	*p. 16*	I-20 Wildlife Preserve	100.0																					
2	*p. 17*	Hogan Park and Golf Course	620.0	1	6	6	2	4					3							36-h		Y		
Community Parks																								
3	*p. 18*	Beal Park	112.0			8		3	1				2		1	2		Y				Y		Y
4	*p. 19*	Butler Youth Sports Complex	33.0			4	7	26					2											Y
5	*p. 19*	C.J. Kelly Park	66.0			5				2			2											
6	*p. 20*	Dennis the Menace Park	3.9																					Y
7	*p. 21*	Reyes-Mashburn-Nelms Park	63.0	2		4	4	5					2						1		9-h			Y
8	*p. 20*	Ulmer Park	26.0		9		3						2				4							
9	*p. 22*	Washington Pool and Park	15.5	1									1		1	2								
10	*p. 22*	Windlands Park	55.0			4		13						Y										
Special Use Facility																								
11	*p. 23*	Doug Russell Pool	5.7										1											
12	*p. 23*	Scharbauer Sports Complex	94.0	1								4	Y		1	1								
Neighborhood Parks																								
13	*p. 24*	Bradford Park	3.0												1	6	2							
14	*p. 24*	Cowden Park	10.0	1				1													8-h			Y
15	*p. 25*	Dunagan Park	8.0					3																Y
16	*p. 26*	Elkin Park	1.7					1																Y
17	*p. 26*	Essex Park	4.0					1							1	2								Y
18	*p. 26*	Fasken Park	3.4	1				1						Y	1	2								
19	*p. 27*	Garrett Brown Park	7.2	5											2	4								Y
20	*p. 27*	Grafa Park	5.9																					Y
21	*p. 28*	Grasslands Park	5.1																					Y
22	*p. 28*	Greathouse Park	3.0																					Y
23	*p. 29*	Haley Park	3.0																					Y
24	*p. 29*	Halff Park	2.4												1	6								
25	*p. 30*	Henderson Park	3.8												2	4								Y
26	*p. 30*	Hidalgo Park	10.0	1													2							

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Table 2.1b, Park Inventory.

		TRAIL	WATER			PASSIVE FACILITIES							OTHER			LIGHTS				
		Trail within Park	Fishing Pond	Swimming Pool	Splash Pad	Amphitheater	Playa or Pond	Playground	Picnic Table	Benches	BBQ Grill	Picnic Shelter / Pavilion	Gazebo	Restroom	Parking** (Number of Spaces)	Special Event Venue	Lighting on Path	Lighting on Playground	Solar Lighting	Lighting on Field	Lighting on Courts
Regional Parks																					
1	I-20 Wildlife Preserve	3.4 mi										1		1	60		N				
2	Hogan Park	1.0 mi						2	54		12	1		9	1,590	Y	N	N		Y	
Community Parks																					
3	Beal Park	0.7 mi	Y			Y*		1	10		6	3	1	2	380	Y	N	N		Y	N
4	Butler Youth Sports Complex	0.8 mi						2	4		3	1		3	520		N	N		Y	
5	C.J. Kelly Park	0.5 mi	Y					1	5	5	5			2	320	Y	N	N		Y	
6	Dennis the Menace Park	0.3 mi			1			4	3			1		1	50		Y	Y			
7	Reyes-Mashburn-Nelms Park	0.5 mi						1	27	8	7	3		3	385		N	N		Y	
8	Ulmer Park							2	13		2	2		1	395		N	N		Y	N
9	Washington Pool and Park	0.5 mi		1				1	18	5	10	3		2	85	Y	N	N	Y	N	Y
10	Windlands Park	1.0 mi						1	13	28	1	2		3	370		N	N		Y	
Special Use Facility																					
11	Doug Russell Pool			1					12	9		2		1	138		N			N	
12	Scharbauer Sports Complex	1.8 mi			1			2	60			3		Y	3,500	Y	N			Y	
Neighborhood Parks																					
13	Bradford Park	0.4 mi						1	4	11		4					Y	Y			Y
14	Cowden Park	0.2 mi					Y	1		7					2		N	N		N	
15	Dunagan Park	0.2 mi						1	2	3				1			N			N	
16	Elkin Park	0.2 mi						1	3	3							N	N			
17	Essex Park	0.3 mi						1	4	6		1					N	N		N	
18	Fasken Park	0.2 mi						1	3	10		1					Y	N	Y	N	
19	Garrett Brown Park	0.2 mi						1	3	2		1					N	N		N	N
20	Grafa Park	0.3 mi					Y	1	3	7							N	N		N	
21	Grasslands Park	0.3 mi							2		1	1					N	N			
22	Greathouse Park	0.3 mi						1	2	8		1					N	N			
23	Haley Park							1	1	1	1					Y		N			
24	Halff Park	0.2 mi						1	2	9							N	N		N	N
25	Henderson Park							1	1	1							N	N		N	N
26	Hidalgo Park							2	14		1	1		1			N	N		Y	

Table 2.1c, Park Inventory.

				ACTIVE FACILITIES																				
			Acres	Baseball Field	Softball Field	Little League Field	T-ball/Practice Field	Soccer Field	Cricket Field	Football Field	Flag Football Field	Multi-purpose Field	Concession Stand	Exercise Equipment	Basketball Court	Basketball Nets	Volleyball Court (Sand)	Skate Park	BMX Park	Golf Course	Disc Golf Course	Dog Park	Recreation Center	Unprogrammed Field
Neighborhood Parks																								
27	*p. 31*	Hill Park	5.5																					Y
28	*p. 31*	House Park	6.4					1						Y										Y
29	*p. 32*	Ida Jo Moore Park	1.4																					Y
30	*p. 32*	Kiwanis Park	3.8					1																
31	*p. 33*	Lancaster Park	12.0				4	1																Y
32	*p. 34*	MLK, Jr. Park and Center	8.7												1	2	1						Y	Y
33	*p. 34*	Pioneer Park	5.0											Y										Y
34	*p. 35*	Ratliff Park	5.0	1				2																
35	*p. 35*	Santa Rita Park	5.0																					Y
36	*p. 36*	Sidwell Park	5.3					1																Y
37	*p. 36*	Sparks Park	4.9	1											1	2								Y
38	*p. 37*	Taylor Park	7.7	1				1										Y						Y
39	*p. 37*	Trinity Park	4.0	1				1																Y
40	*p. 38*	Tumbleweed Park	8.0																		8-h			
41	*p. 38*	Wadley Barron Park	7.3																					
Pocket Parks																								
42		College Ave Triangle	0.1																					
43		Crier Park	2.0																					
44		Indiana Ave Triangle	1.3																					
45		Jacotte Park	0.8																					Y
46	*p. 39*	Lloyd Park	0.4																					
47		Scharbauer Drive Triangle	0.8																					
48		Unity Park	1.0																					
49		Vietnam Veterans Memorial	2.6																					Y
50		Volunteer Park	0.5																					
TOTALS			**1,364.1** **Acres of Parkland**	**17**	**15**	**31**	**20**	**66**	**1**	**2**	**0**	**4**	**16**	**4**	**13**	**33**	**9**	**2**	**1**	**2**	**3**	**2**	**1**	**26**

4 parks are programmed with exercise equipment.

26 parks with an unprogrammed field/open space.

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Table 2.1d, Park Inventory.

		TRAIL	WATER			PASSIVE FACILITIES								OTHER			LIGHTS				
		Trail within Park	Fishing Pond	Swimming Pool	Splash Pad	Amphitheater	Playa	Playground	Picnic Table	Benches	BBQ Grill	Picnic Shelter / Pavilion	Gazebo	Restroom	Parking** (Number of Spaces)	Special Event Venue	Lighting on Path	Lighting on Playground	Solar Lighting	Lighting on Field	Lighting on Courts
Neighborhood Parks																					
27	Hill Park	0.3 mi					Y	1	3	5						Y	N	N			
28	House Park	0.3 mi						1	2	1							Y	N	Y		
29	Ida Jo Moore Park	0.1 mi						1	2	3							Y	Y			
30	Kiwanis Park	0.3 mi						1	2	2		1					N	N		N	
31	Lancaster Park							1	1	1							N	N		N	
32	MLK, Jr. Park and Center	0.4 mi						1	3	7		1		1	140		N	N		N	
33	Pioneer Park	0.2 mi						1	4	5							N	N		N	
34	Ratliff Park	0.4 mi						1	9	5	1	1					N	N	Y	N	
35	Santa Rita Park							1		4							N	N		N	
36	Sidwell Park	0.3 mi						1	1								N	N			
37	Sparks Park	0.3 mi						1	9	1	2	1					N	N	Y	N	N
38	Taylor Park	0.4 mi						1	4	8							N	N		N	N
39	Trinity Park	0.3 mi						1	1	3							N	N		N	
40	Tumbleweed Park	0.6 mi							7	5	4	1					N	N			
41	Wadley Barron Park	0.3 mi					Y			6			1				N				
Pocket Parks																					
42	College Ave Triangle																N				
43	Crier Park									6							N				
44	Indiana Ave Triangle																				
45	Jacotte Park																N				
46	Lloyd Park								2								N				
47	Scharbauer Drive Triangle																				
48	Unity Park									3											
49	Vietnam Veterans Memorial	0.2 mi						1	5	4		3			16		N	N			
50	Volunteer Park									3											
TOTALS		**17.5 mi**	**2**	**2**	**2**	**1**	**4**	**45**	**318**	**195**	**56**	**41**	**2**	**32**	**7,950**	**7**	**5**	**3**	**5**	**9**	**2**

17.5 miles of internal looped trails in parks.

2 parks have a stocked fishing ponds.

***Amphitheater** in Beal Park is under construction.

4 parks have playas or ponds that hold water during flooding.

****Parking spaces** based on a calculation of area of parking lot divided by a 350 square foot park space.

7 parks hold special events for the city.

5 parks have lighting on paths
3 parks have lighting on the playground
5 parks have new solar lighting
9 parks have lighting on athletic fields
2 parks have lighting on play courts

HOA PARK INVENTORY

The City of Midland has a number of HOA park facilities which are privately owned and can only be used by members of the Homeowners Association (HOA). These parks are located within the neighborhoods under the management of specific HOAs. In general, the HOA parks tend to provide tennis courts, swimming pools, playgrounds, and community buildings. Through the details gathered in **Table 2.2** and **Map 2.2, *Existing HOA Park Facilities***, facing page, the needs for City park facilities can be determined for the future. Amenities that are widely available in the HOA parks will not need to be duplicated in public park facilities.

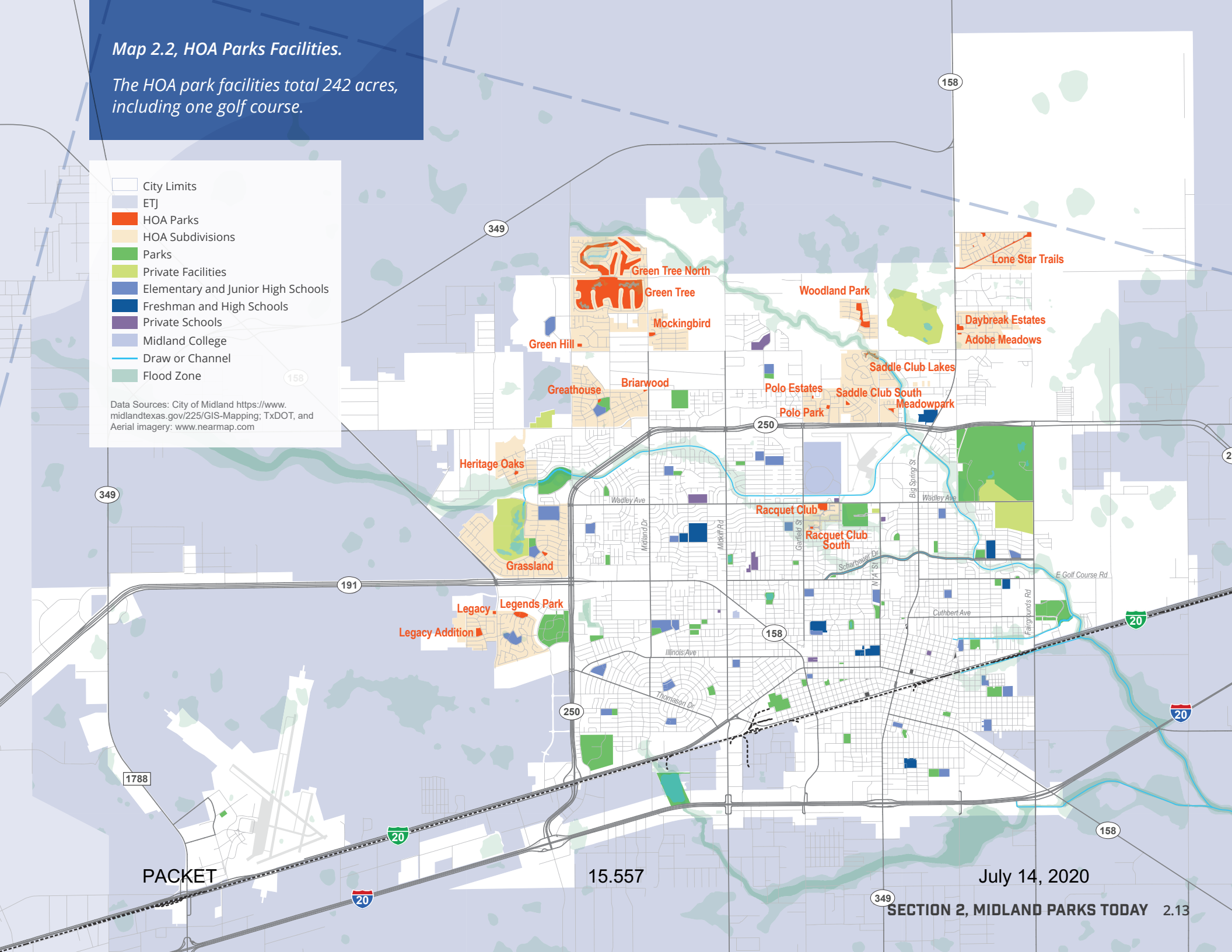
Table 2.2, HOA Park Inventory.

	Subdivisions with HOA Parks	Acres	Baseball Field	Soccer Field	Multi-purpose Field	Basketball Court	Tennis Court	Golf Course	Trail	Fishing Pond	Swimming Pool	Splash Pad	Playground	Picnic Table	Picnic Shelter / Pavilion	Benches	Gazebo	Parking	Community Building / Pool House	Clubhouse / Restaurant	Fitness Center
1	Adobe Meadows	0.7									1		1	4		1		Y	1		
2	Briarwood	0.6									1		1	6	4		1	Y	1		
3	Daybreak	3.5	1	1								1	1	2		5					
4	Grassland	1.5									2							Y	1		
5	Greathouse	1.0									1							Y	1		
6	Green Hill	1.5									1								1		
7	Green Tree	176.0						27-h			1							Y		1	
8	Heritage Oaks	1.3									1							Y	1		
9	Legacy	1.1									1		1					Y	1		
10	Legacy Addition (Victory Park)	5.0			1								1								
11	Legends Park (Noland Ryan Park)	6.9		1		1							1	3	3						
12	Lone Star Trails	11.0			2				Y				2			8					
13	Meadowpark	2.6					2				1		1			1	1	Y	1		
15	Mockingbird	2.3					2				1		1					Y	1		
16	Polo Estates	0.5											1								
17	Polo Park	1.3					1				1							Y	1		
18	Racquet Club	6.1					11				1		1					Y	1	1	
19	Racquet Club South	0.9																			
20	Saddle Club Lakes	5.1							Y												
21	Saddle Club South	1.2					2				1		1					Y	1		
22	Woodland Park	12.0							Y	2	1	1	1					Y	1		
	TOTALS	**242.1 Acres of HOA Park Facilities**																			

PACKET 15.556 July 14, 2020

Map 2.2, HOA Parks Facilities.

The HOA park facilities total 242 acres, including one golf course.



EXISTING TRAIL FACILITIES

The majority of existing trails within the city of Midland are looped trails within parks, noted in dark green on **Map 2.3**, ***Existing Trails,*** facing page, and their mileage is listed in **Table 2.1a-d**, ***Park Inventory*** on pages 2.8-2.11. Hike and bike trails outside of City parks (shown in purple in **Map 2.3** on facing page) from west to east include:

— a sidepath (0.3 miles) within a 25 foot setback on the west side of Avalon Drive in the Legacy Addition subdivision;

— a trail in the TXU Energy® utility corridor (1.8 miles) in the southwest portion of the city extending from SL 250 Frontage Road to Lancaster Park;

— Midland College has sidepaths (1.3 miles total) along the interior loop road, Chaparral Creek, of the college campus;

— Woodland Park subdivision has a trail (0.9 miles) around the interior ponds and a sidepath (0.3 miles) within a 30 foot setback along the eastern edge of the subdivision, N "A" Street; and

— the eastern edge of Hogan Park along Fairgrounds Road is a hike and bike trail (one mile) in the northeast corner of the city. (Note: this trail is include in the Hogan Park inventory in **Table 2.1b** on page 2.9.)

— Lone Star Trails subdivision has a one mile, dirt path trail that parallels Long Star Lane. This trail is a part of a 6.5-acre linear park that is 70 feet wide and runs from SH 349 to Lone Star Trails HOA park on Burnett Lane.

The total miles of existing trails are approximately 24.1 miles; which equates to approximately one mile of trail for every 5,646 residents in the city.

Grafa Park
Source: Halff Associates



I-20 Wildlife Preserve
Source: Halff Associates



TXU Energy® Hike and Bike Trail
Source: Halff Associates

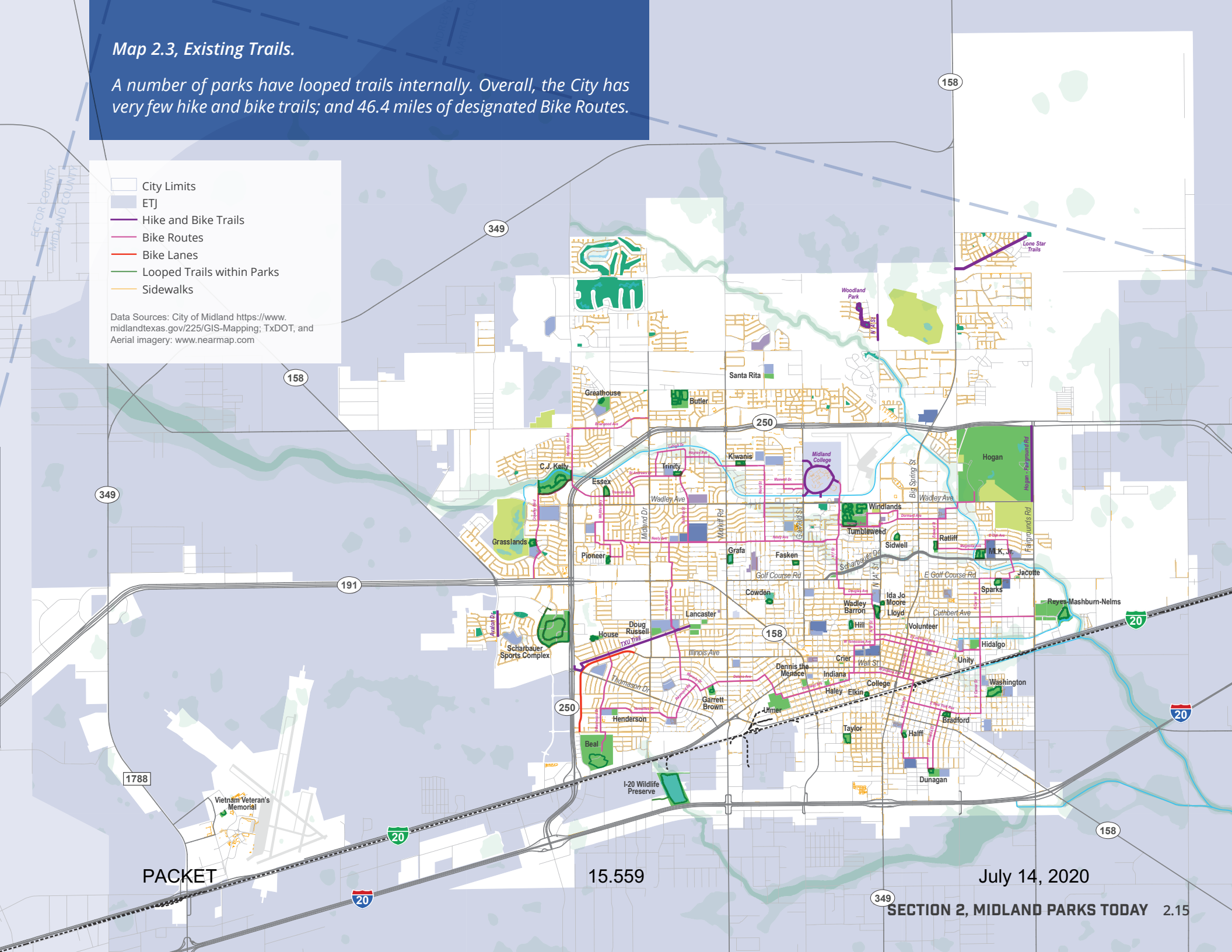


Beal Parkway Bike Lane
Source: City of Midland



Map 2.3, Existing Trails.

A number of parks have looped trails internally. Overall, the City has very few hike and bike trails; and 46.4 miles of designated Bike Routes.



PARK PROFILES

The following pages present a "Park Profile" for each of Midland's 50 parks. The Park Profiles breakdown the existing conditions and help determine priorities within the park system and give a thorough understanding of issues and opportunities at each park. Some parks were chosen to have a more in-depth analysis of the existing conditions, issues, and opportunities. These parks include Hogan, Beal, Reyes-Mashburn-Nelms, and Lancaster Parks. They were selected based on current demand to update each facility and/or the opportunities which exist for improvement and further development. While some of the issues identified in the four parks are a result of unique circumstances, there are a variety of issues which are a common trend among the City's parks.

R I-20 WILDLIFE PRESERVE

Source: Nearmap



I-20 Wildlife Preserve and Jenna Welch Nature Study Center (under development) is located off S Midland Drive between BI-20 and I-20. The 100-acre riparian forest campus is a preserved area within a heavily industrial area. The Preserve is a managed by a non-profit organization and depends on donations and volunteers to manage the urban playa, wetlands, floodplain thickets, prairie grasslands, and a diversity of wildlife. Seasonal educational programs and curricula are available for youth. Currently, the Preserve has a small parking area, demonstration garden, the Merritt Pavilion, and restrooms.

Opportunities for Improvement

— Expand the Jenna Welch Nature Study Center to include administrative office suites, citizen science and curriculum-based classrooms for citizens, research laboratories, the Playa Wetlands Research Institute, and vibrant community spaces.

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R HOGAN PARK

Surrounding Land Uses

— Northeast corner of Midland at SL 250 and N Fairgrounds Avenue.
— SL 250 on the north edge.
— On the east side along N Fairgrounds Avenue is vacant land and oil fields and a nursery opposite the southeast corner of the park.
— At the south end of the park is Sibley Nature Center and the Hispanic Cultural Center of Midland. Also south of the park, opposite E Wadley Avenue, is Ranchland Hills Golf Club and single family and multi-family neighborhoods.
— On the west side opposite N Lamesa Road is a part of the Midland Draw and single family neighborhoods.

Accessibility

The entrances to the park are off N Lamesa Road on the west, E Wadley Avenue on the south, and N Fairgrounds Avenue on the east side (entrance to the golf course). Because of the scale of this park and location within the city, access to the park is mainly vehicular.

Current Inventory

— Two 18-hole golf courses (36-holes total), Quail and Roadrunner
— Bill Williams Softball Complex: 6 softball fields, lighted
— Christensen Stadium JT: 1 baseball field, lighted
— 3 youth baseball fields, lighted
— 4 junior baseball fields, lighted
— 4 soccer fields (size U11 and up), lighted
— 2 multi-purpose fields Hogan's Run Dog Park
— 2 playgrounds
— Picnic facilities and 1 pavilion
— 9 restrooms
— Parking

Opportunities for Improvement

— Additional landscape enhancements (trees)
— Reconfigure the organization and orientation of fields to make up five U13 size soccer fields, ten baseball fields, four Little League fields, batting cages, additional pavilions, and maintenance buildings.
— Irrigation improvements.
— New splashpad.
— Internal trail.
— Resurfaced and additional parking.
— Future trailhead and trail connection to Midland Draw Trail.



Source: Nearmap



Source: Nearmap

C BEAL PARK

Surrounding Land Uses

- Southwest corner of Midland at the intersection of SL 250 and BI-20.
- On the west side Townhome units are under construction between SL 250 Frontage Road and Beal Parkway.
- Single family homes with an alley back on to the park along the north edge.
- Single family homes on the east side.
- Highway commercial along the south side.

Accessibility

There is pedestrian and vehicular access at the south entrance at Beal Parkway and vehicular access at the north entrance at Anetta Drive. An internal road, Beal Parkway, provides vehicular access to a parking lot in the north end next to the soccer fields and a parking lot in the south end next to the fishing pond and ballfields. The park is a location for the Parks and Recreational Division's (PARD) summer event Movies in the Park.

Current Inventory

- 8 little league fields, 4 lighted
- 3 soccer fields, lighted
- 1 cricket field
- 1 basketball court with 2 nets
- 2 concession stands
- In-ground skate park, lighted
- Waggin' Trail Dog Park
- 0.7 mile internal multi-use path
- Fishing Pond
- Ranch House meeting facility
- A playground
- Picnic facilities
- 2 restrooms
- Parking

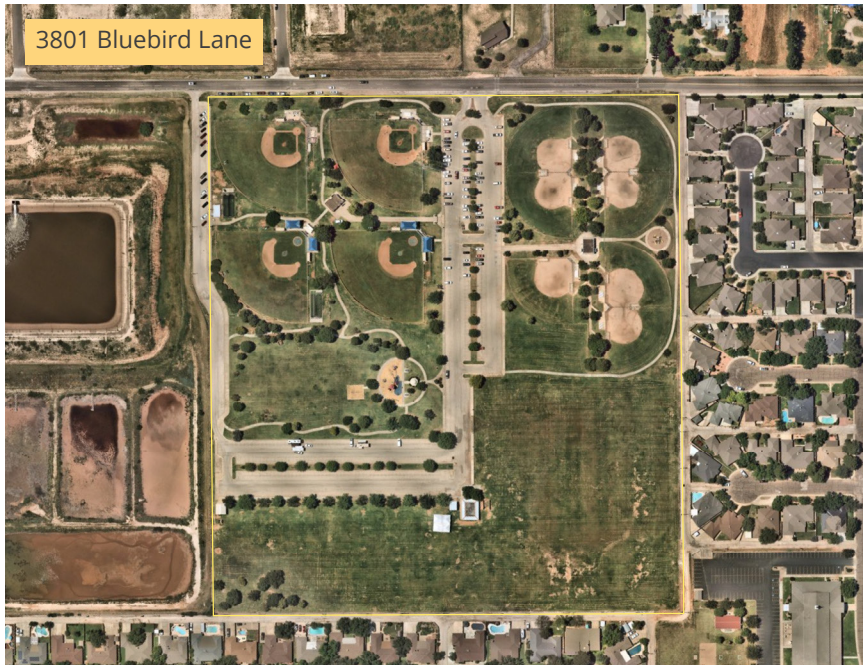
Opportunities for Improvement

- Additional landscape enhancements (trees) and shade structures.
- Solar lighting on paths and playground.
- Complete the Beal Park Amphitheater.
- Fill out the park with additional soccer fields and establish Beal Park as a regional soccer tournament facility.
- Additional parking and restrooms.
- Future trailhead and trail connection to Beal Parkway Trail (north) and BI-20 frontage road Trail (south).

PACKET 15.562 July 14, 2020

C BUTLER YOUTH SPORTS COMPLEX

Source: Nearmap



Butler Youth Sports Complex is located just outside SL 250 adjacent to the Water Purification Plant and Crestgate single family subdivision. The vehicular entrances to the park are off Bluebird Lane with parking in the center of the park.

The park is made up of Little League fields with lights, T-Ball fields, U4-U8 size soccer fields, concessions, restrooms, playgrounds, small unprogrammed open space, and a multi-use path. The soccer fields are programmed by Midland Soccer Association (MSA). The park is a location for the PARD's summer event Movies in the Park. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

— Additional landscape enhancements (trees)
— Future trail connection to Blue Bird Lane Trail.

C C.J. KELLY PARK

Source: Nearmap



C.J. Kelly Park is located in northwest Midland just outside SL 250 in the Grand Ridge subdivision. The park has single family residential on its north and south sides. Stonegate Fellowship church is on the west side and major commercial that fronts SL 250 along the southeast side. Three separate vehicular entrances to the park are off League Drive.

The northern part of the park is in the floodway of Jal Draw. The west side of the park is flag football fields, the east side is Little League fields, and in the middle there is a stocked fishing pond and playground. The park is a location for the PARD's summer event Movies in the Park and Fishing in the Park fishing competition. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

— Additional landscape enhancements (trees)
— The open space in the floodway could be programmed with a bicycle pump track.
— Future trail connection to Jal Draw Trail.

PACKET 15.563 July 14, 2020

C DENNIS THE MENACE PARK

Source: Nearmap



Dennis the Menace Park is an urban park just west of downtown in the Southern subdivision. The park fronts S Garfield Street and is adjacent to urban single family homes and some commercial and public land uses. A large parking area is available as the park is a citywide attraction but is also within walking distance for the local neighborhood.

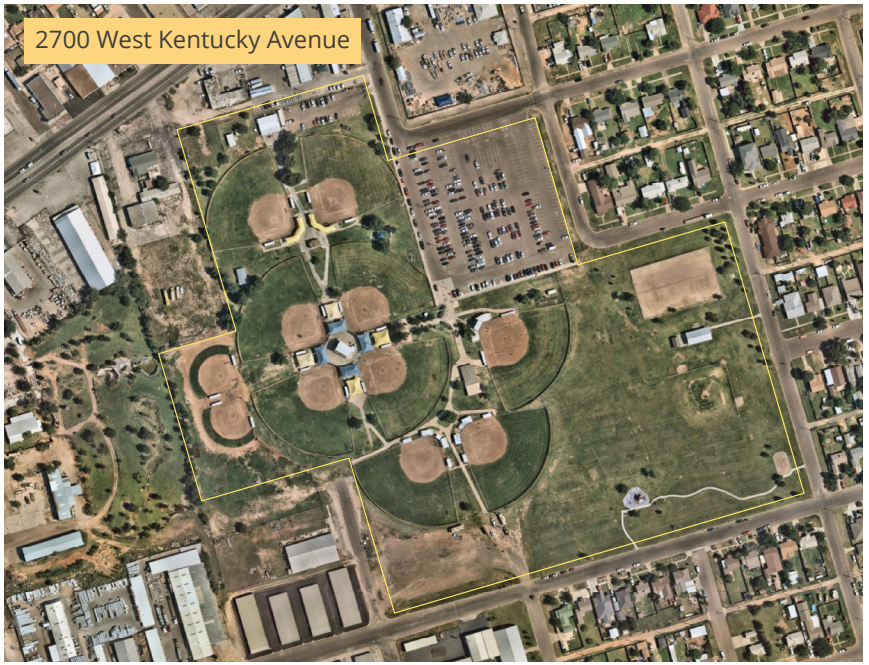
The park is nearly four acres and celebrated a grand re-opening in May 2019. The park has been updated with a new baseball field, a treehouse, playgrounds, an ADA-accessible adventure are, and splash pad. Some original features of the historic park have been preserved including the original lion water fountain. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

— Note, the park is still under construction.

C ULMER PARK

Source: Nearmap



Ulmer park is located in the College Heights subdivision in south central Midland. The park is in an urban area at the intersection of W Wall Street and W Front Street (BI-20). There is highway commercial to the west and south sides and urban single family residential to the east. The Parks and Recreation Division maintenance facility is at the entrance to the park at Mann Street and Brunson Avenue.

The west side of the park contains nine softball fields and two T-Ball fields. The fields are for Midland United Girls Softball (MUGS) sport association only. The east side of the park is more general and includes sand volleyball courts, playgrounds, and picnic facilities. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

— Additional restrooms to meet the needs of major softball tournaments.

— Additional landscape enhancements (trees).

— Future trail connection to Wall Street Trail and Holloway Avenue Trail.

PACKET 15.564 July 14, 2020

C REYES-MASHBURN-NELMS PARK

Surrounding Land Uses

— Southeast side of the city at N Fairgrounds and Cuthbert Avenues in the Fairground subdivision.
— To the south is highway commercial along BI-20.
— The edge is the Midland Draw.
— The north is mobile homes.
— Highway commercial along the south side.

Accessibility

Access is vehicular. Main entrances include Park Road off N Fairgrounds Avenue, Cuthbert Avenue, and San Andres Drive off of BI-20 Frontage Road. There are four parking areas with 380+ spaces.

Current Inventory

— 2 baseball fields with lights
— 4 Little League fields with lights
— 4 T-Ball fields
— 5 soccer fields with lights
— 2 concession stands
— West Texas BMX Park
— 9-hole disc golf course
— 0.5 mile internal trail
— 2 playgrounds
— Extensive picnic facilities with 3 pavilions
— 3 restrooms

Opportunities for Improvement

— Field renovations and new layout to fit four baseball fields, four Little League fields, four T-Ball fields, and three soccer fields (U13 size field).
— Repaired score boards.
— Additional landscape enhancements (trees).
— Extend the length of the internal trail.
— Resurfaced parking lots and additional parking.
— Expanded BMX track with new restroom.
— Future trail connection to Midland Draw Trail.



Source: Nearmap

C WASHINGTON AQUATIC CENTER AND PARK

Source: Nearmap



Washington Aquatic Center and Park is in southeast Midland adjacent to the Moody and Greenwood single family residential subdivisions. To the northwest, across E Wall Street is the Carver Center, and to the east is Washington Math/Science Institute. In the southeast corner of the park is the Southeast Senior Center. The park is within walking distance for the local neighborhood. There are three parking areas for vehicular access.

The park is 15.5 acres total. The pool and poolhouse were updated in 2017 and include slides, play structure, swimming lagoon, and lazy river. The park includes a baseball field, a multi-use path, basketball court, playground, restrooms, picnic facilities, and pavilions. The park is the location of the annual Juneteenth city event. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

— Possible location for additional Community Center.
— Solar lighting.
— Additional landscape enhancements (trees).
— Shade structure over playground.

C WINDLANDS PARK

Source: Nearmap



Windlands Park is in northeast Midland just south of Midland Airpark. West of the park are single family residential subdivisions and Highland Park townhomes are to the south. On the east side of the park is Young Life, Junior League of Midland, Girl Scouts, and Midland Children's Rehabilitation Center. The parking lot is accessible at W Dengar Avenue and Cumberland Drive. The west side of the park is passive recreation with a number of multi-use paths. A reclaimed water treatment facility is in the middle of the park as well as a xeriscape garden demonstration and pavilion. The east side of the park is little league fields and soccer fields (size U9 and up). The park is a location for the PARD's summer event Movies in the Park. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

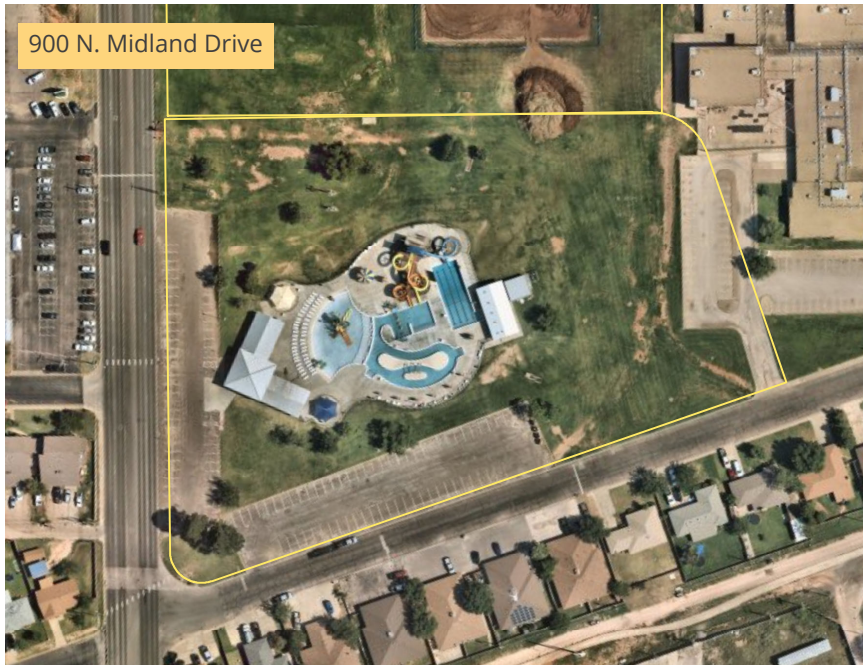
Opportunities for Improvement

— Future trail connection to Jal Draw Trail and north-south N "I" Street Trail.
— Xeriscape demonstration as a wedding / special event facility.
— Move cricket field from Beal Park to Windlands.
— Shade structures over exercise equipment.
— Solar lighting.

PACKET 15.566 July 14, 2020

S DOUG RUSSELL POOL

Source: Nearmap



Doug Russell Pool and Park is located at Cuthbert Avenue and Midland Drive adjacent to Alamo Junior High School in west Midland. The park is surrounded by single family subdivisions and the Wilshire Shopping Center just south of the park on Midland Drive. Because of the heavy traffic in the area, the park is mainly accessed by car with a large parking lot provided at the corner.

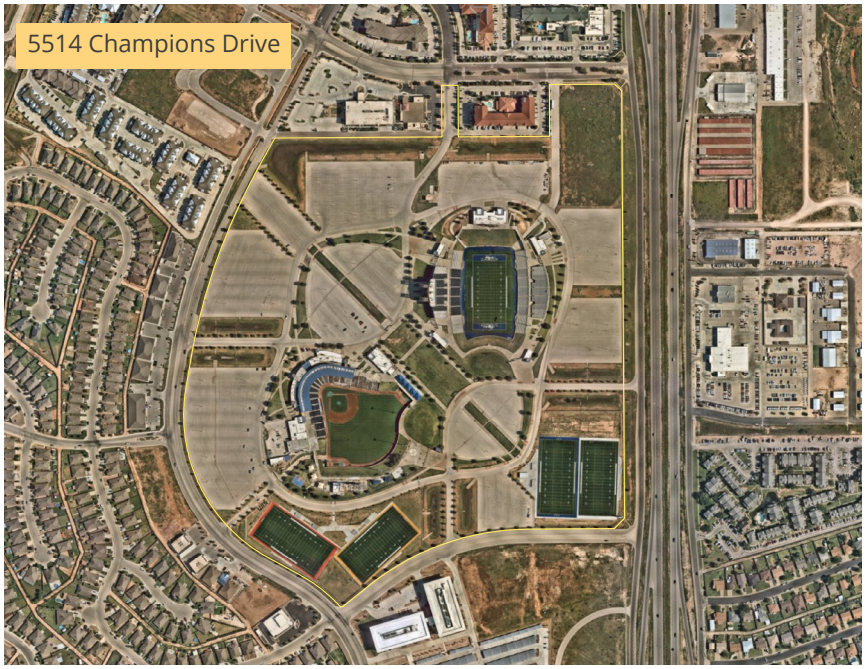
The pool was renovated in 2016, and includes concessions, a shallow zero entry pool, lazy river, lap pool, shelters, slides, and a climbing wall. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

— New / updated pool bath house and restrooms. Bath house last renovated in the 1980s and has maintenance issues.
— Additional landscape enhancements (trees).

S SCHARBAUER SPORTS COMPLEX

Source: Nearmap



Scharbauer Sports Complex (SSC) is on the west of the city at SL 250 and SH 191 in the Westridge Park subdivision. The SSC fronts SL 250 frontage road with other highway commercial land uses. To the west of SSC is single family residential. Access to SCC is mainly vehicular.

SSC includes two stadiums the Grande Communications Stadium is a football and soccer stadium where local high schools, the Midland-Odessa FC franchise, the West Texas Drillers (Minor Professional Football League), and the West Texas Pride Minor League Football teams play. Also the Security Bank Ballpark is where the Midland RockHounds minor league baseball team play. There are four multi-use, flag football fields in the southern part of the SCC. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

— Lights and restrooms needed for the flag football fields.
— Future trail connection to Deauville Boulevard Trail.

N BRADFORD PARK

Source: Nearmap



Bradford Park is an urban park southeast of Downtown in the Southern subdivision. The park is bounded by New York Avenue (north), S Jefferson Street (east), and Pennsylvania Avenue (south), and is surround by urban single family residential. Only on-street parking is available. As a neighborhood park, it is within walking distance for the local neighborhood.

The park is three acres and includes basketball, sand volleyball, a multi-use path, some picnic facilities, and a playground. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

— Solar lighting.
— Additional landscape enhancements (trees).
— Shade structure over playground.

N COWDEN PARK

Source: Nearmap



Cowden Park is an urban park in central Midland in the McCall Place subdivision. The park is bounded by Ward Street (west), Harvard Avenue (south), and Maberry Street (east), and is surround by single family residential. A handicapped parking space is available, there is on-street parking, and it is within walking distance for local neighborhood.

The park is ten acres and includes a multi-use path, disc golf course, and a playground. The majority of the park is an old playa lake with practice baseball and soccer fields. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

— Solar lighting.
— Additional landscape enhancements (trees).

N DUNAGAN PARK

Source: Nearmap



Dunagan Park is the most southeast park in the city of Midland and is adjacent to the Bizzell-Kiser and South Park single family subdivisions. Travis Elementary and the park on are the same block on E Gist Avenue. Only on-street parking is available. As a neighborhood park, it is within walking distance for the local neighborhood.

The park is eight acres and holds three practice soccer fields. There is a multi-use path, playground, restroom, and some picnic facilities. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

— Solar lighting.
— Additional landscape enhancements (trees).
— Upgrade athletic fields with additional assets like benches, lighting, etc.
— Future trail connection to S Main Street Trail.

N ELKIN PARK

Source: Nearmap



Elkin park is just southwest of Downtown in an urban single family residential neighborhood fronting BI-20. The west and east sides of the park are opposite highway commercial. Only on-street parking is available. As a neighborhood park, it is within walking distance for the local neighborhood.

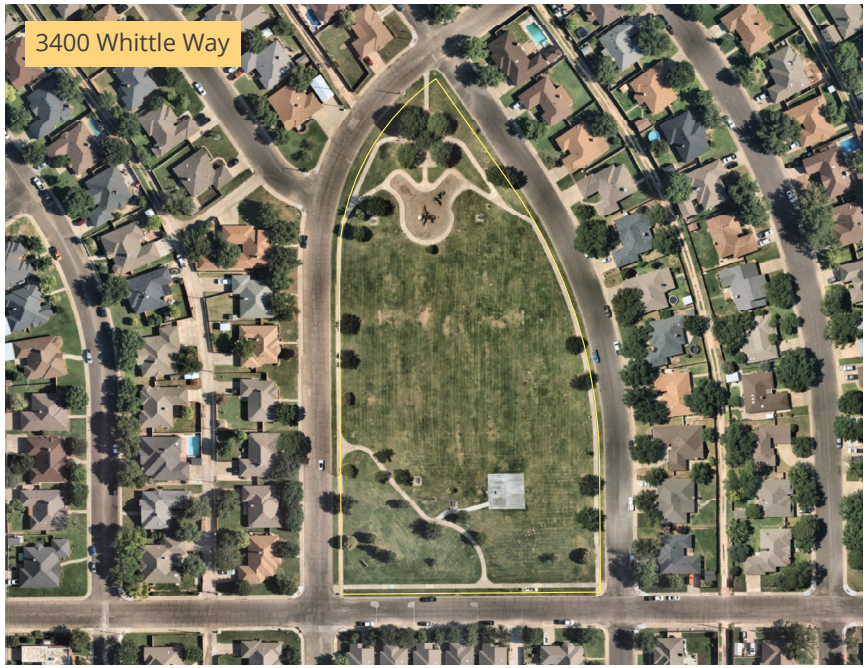
The park is nearly two acres and includes a small unprogrammed open space, a multi-use path, some picnic facilities, and a playground. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

— New playground.
— Solar lighting.
— Additional landscape enhancements (trees).
— Shade structure over playground.

N ESSEX PARK

Source: Nearmap



Essex Park is in northwest Midland, just inside SL 250 in the Fairmont Park single family subdivision. The park is bounded by Whittle Way (west), Oakmont Drive (east), and Tremont Avenue (south). Only on-street parking is available. As a neighborhood park, it is within walking distance for the local neighborhood.

The park is four acres with one practice soccer field and the rest unprogrammed open space. There is a multi-use path around the park, a basketball court, a playground, and some picnic facilities. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

- Solar lighting.
- Additional landscape enhancements (trees).
- Shade structure over playground.
- Picnic pavilion.
- Future trail connection to Whittle Way Trail (south) and Jal Draw Trail (north).

N FASKEN PARK

Source: Nearmap



Fasken Park is in central Midland surrounded by single family subdivisions. The park is bounded by Humble Avenue (north), Sparks Street (east), Shell Avenue (south), and Mogford Street (west). Only on-street parking is available. As a neighborhood park, it is within walking distance for the local neighborhood.

The park is just over three acres and includes practice baseball and soccer fields, basketball, and exercise equipment along a multi-use path circles the park. There is playground and some picnic facilities. The park is a location for the PARD's summer event Movies in the Park. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

- Solar lighting.
- Additional landscape enhancements (trees).
- Shade structure over playground.

N GARRETT BROWN PARK

Source: Nearmap



Garrett Brown Park is in southwest Midland in the Permian Estates subdivision. The park is adjacent to all single family homes and a church. The park is bounded by Delano Avenue (north), Holly Drive (east), and Park Lane (south). Only on-street parking is available. As a neighborhood park, it is within walking distance for the local neighborhood.

The park is a little over seven acres and includes one practice baseball field but is mainly unprogrammed field space. There are fenced basketball courts, a multi-use path, playground, and picnic facilities with a pavilion. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

- Solar lighting.
- Additional landscape enhancements (trees).
- Shade structure over playground.
- Upgrade athletic fields with additional assets like benches, lighting, etc.

N GRAFA PARK

Source: Nearmap



Grafa Park is off N Midkiff Road in central Midland in the Ma-Mar subdivision. The park is off a busy road in a single family residential neighborhood. Only on-street parking is available. As a neighborhood park, it is within walking distance for the local neighborhood.

The park is nearly six acres and is a old playa lake / drainage basin. A multi-use path surrounds the basin and there are picnic facilities and a playground in the southeast corner of the park. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

- Solar lighting.
- Additional landscape enhancements (trees).
- Shade structure over playground.
- Program the basin with an athletic field.

N GRASSLANDS PARK

Source: Nearmap



Grasslands Park is in west Midland just outside SL 250 in the Grassland Estates subdivision. The park is adjacent to Scharbauer Elementary and Nueva Vista Golf Club. Only on-street parking is available. As a neighborhood park, it is within walking distance for the local neighborhood.

The park is five acres of mainly unprogrammed open space. There is a multi-use path around the park with a picnic pavilion. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

— Solar lighting.
— Additional landscape enhancements (trees).
— Playground with shade structure.
— Additional programming and/or landscaping to activate the park.

N GREATHOUSE PARK

Source: Nearmap



Greathouse Park is the newest park in Midland located outside SL 250 in the Greathouse subdivision. It is in the same block as the Greathouse HOA pool and Greathouse Elementary school. Only on-street parking is available. As a neighborhood park, it is within walking distance for the local neighborhood.

The park is three acres and includes unprogrammed open space, a walking path, playground, and a picnic shelter. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

— Solar lighting.
— Additional landscape enhancements (trees).
— Shade structure over playground.

PACKET 15.572 July 14, 2020

N HALEY PARK

Source: Nearmap



Haley Park is just west of Downtown in the West End subdivision. The park is in the same block as the Museum of the Southwest, Haley Memorial Library, Blakemore Planetarium, and Durham Children's Museum. The park is at S "L" Street and Holloway Avenue. Only on-street parking is available. As a neighborhood park, it is within walking distance for the local neighborhood.

The park is three acres is unprogrammed open space with a swing set, picnic table, grill and bench The park holds the annual Septemberfest city event. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

- Solar lighting.
- Additional landscape enhancements (trees).
- Permanent shelters (i.e. market booths) installed for festivals and events
- Additional programming and/or landscaping to activate the park.
- Future trail connection to Holloway Avenue Trail.

N HALFF PARK

Source: Nearmap



Halff Park is in southwest Midland in the Southern subdivision near the intersection of W Florida Avenue and S Big Spring Street. The park is one of two Boys and Girls Club facility locations. The park is surrounded by single family residential, adjacent to Midtown Soldiers Boxing Club, and kitty-corner to South School. Only on-street parking is available. As a neighborhood park, it is within walking distance for the local neighborhood.

The park is just over two acres and has a practice soccer field and basketball courts , both heavily used by the Boys and Girls Club. There is a dirt multi-use path, a playground, picnic tables, and a swing set. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

- Solar lighting.
- Additional landscape enhancements (trees).
- Upgrade athletic fields with additional assets like benches, lighting, etc.
- Shade structure over playground.
- Picnic facilities and pavilion.

N HENDERSON PARK

Source: Nearmap



Henderson Park is in southwest Midland in between the Wilshire and Western Hills subdivisions at the intersection of Graceland Drive and S Eisenhower Drive. The park is within a block that includes residential, a church, and Henderson Elementary school. Only on-street parking is available. As a neighborhood park, it is within walking distance for the local neighborhood.

The park is nearly four acres and includes unprogrammed field space and two basketball courts. There is small, dirt multi-use path around a playground, swing set, and a picnic table. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

- Solar lighting.
- Additional landscape enhancements (trees).
- Shade structure over playground and picnic tables.
- Additional programming and/or landscaping to activate the park.
  - Athletic fields
  - Possible location for a Community Center

N HIDALGO PARK

Source: Nearmap



Hidalgo Park is just east of downtown Midland in the East Midland subdivision. The park has single family residential on the north, west and south sides and Midland Fleet Services is on the east side. Midland Soup Kitchen is in the southeast corner of the park. De Zavala Elementary school is one block to the west. Only on-street parking is available. As a neighborhood park, it is within walking distance for the local neighborhood.

The park is ten acres that includes a baseball field (lighted), unprogrammed open space, picnic pavilion and smoker grill, two playgrounds, a swing set, and restrooms. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

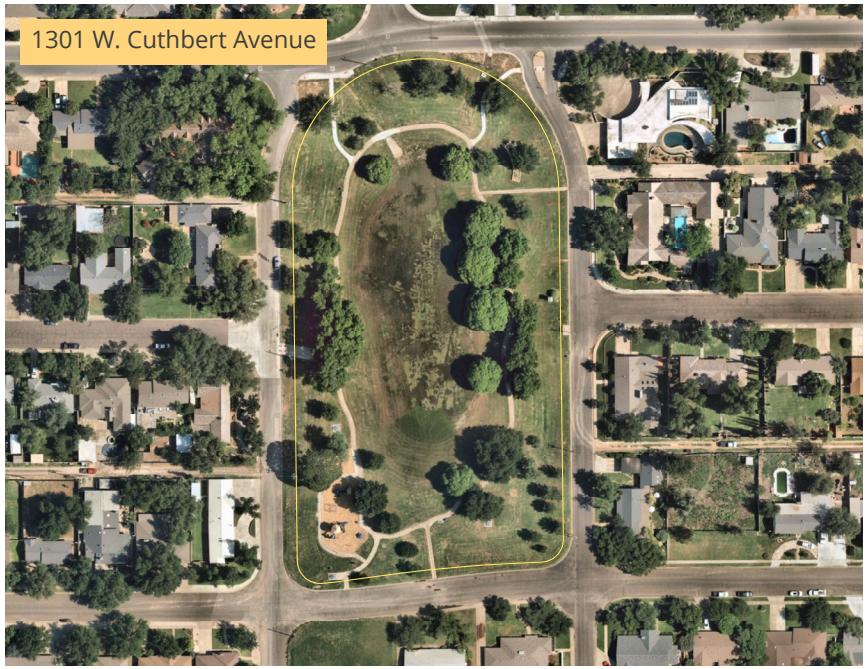
Opportunities for Improvement

- Solar lighting.
- Additional landscape enhancements (trees).
- Future trail connection to N Carver Street Trail.
- Upgrade athletic fields with additional assets like benches, etc.

PACKET 15.574 July 14, 2020

N HILL PARK

Source: Nearmap



Hill Park is in the North Hill Park subdivision in central Midland. The park is adjacent to single family residential and bounded by N "G" Street, N "F" Street, and W Kansas Avenue. Only on-street parking is available. As a neighborhood park, it is within walking distance for the local neighborhood.

The park is five and a half acres of unprogrammed open space (an old playa) with multi-use path that circles it. There is a playground and picnic facilities in the southwest corner of the park. Hill Park is one of the location of PARD's summer events, Movies in the Park. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

- Solar lighting.
- Additional landscape enhancements (trees).
- Shade structure over playground.

N HOUSE PARK

Source: Nearmap



House Park is in west Midland near SL 250 across from Scharbauer Sports Complex. The park has single family subdivisions to the south and east, and Waterford Lakes Apartments are to the west. North of the park is vacant land. Only on-street parking is available. As a neighborhood park, it is within walking distance for the local neighborhood.

The park is just over six acres with a practice soccer field, a multi-use path with exercise equipment, additional unprogrammed field space, a playground, swing set, and picnic facilities. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

- Additional landscape enhancements (trees).
- Shade structure over playground and picnic tables.
- Picnic facilities and pavilion.
- Upgrade athletic fields with additional assets like benches, lighting, etc.

N IDA JO MOORE PARK

Source: Nearmap



Ida Jo Moore Park is just north of Downtown Midland on N "A" Street in the Ridgelea subdivision. The park is opposite Wadley-Barron Park. Only on-street parking is available. As a neighborhood park, it is within walking distance for the local neighborhood.

The park is small, just over one acre with a multi-use granite path surrounding a small unprogrammed open space. There is vintage playground equipment that the neighborhood requested to keep and benches along the path. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

— Additional landscape enhancements (trees).

N KIWANIS PARK

Source: Nearmap



Kiwanis Park is in north central Midland inside SL 250 adjacent to the Emerson Heights, Westhaven, and Kimber-Lea subdivisions. The park has streets on three sides, Moss Avenue (north), Whitney Drive (east), and Haynes Drive (south). Only on-street parking is available. As a neighborhood park, it is within walking distance for the local neighborhood.

The park is nearly four acres with space for a practice soccer field in the middle. There is a multi-use path throughout the park and a perimeter sidewalk. In the east side of the park is a playground and picnic tables under a shade structure. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

— Solar lighting.
— Additional landscape enhancements (trees).
— Shade structure over playground.

PACKET 15.576 July 14, 2020

N LANCASTER PARK

Surrounding Land Uses

— Central Midland off Cuthbert Avenue between Godfrey and Tartleton Streets.
— Adjacent to all single family residential
— Oncor transmission line power station at the north end of the park along Cuthbert Avenue.
— Park separated by streets into three sections.

Accessibility

The park is a blank canvas with no sidewalks, crosswalks, driveways or parking areas. The TXU Energy® Trail ends at the park on the west side at Godfrey Street. The park is within walking distance of the local neighborhood, but access is limited and unsafe.

Current Inventory

— 4 practice baseball fields
— 1 practice soccer field
— Unprogrammed open space
— 1 playground and 2 swing sets
— 1 picnic table
— 1 bench

Opportunities for Improvement

— Park needs programming, possibilities include:
  ▪ A Community Center.
  ▪ A splash pad.
  ▪ Athletic fields with bleachers, dugouts, benches, lighting, etc.
  ▪ Adventure playground.
— Future trailhead for TXU Energy® Trail and future trail connection to Cuthbert Avenue Trail to W Kansas Avenue Trail back to Cuthbert Avenue Trail up to Ward Street Trail to Cowden Park.
— Solar lighting.
— Additional landscape enhancements (trees).
— Picnic facilities and pavilion.



Source: Nearmap

N MLK JR. CENTER AND PARK

Source: Nearmap



MLK, Jr. Center and Park is on the east side of Midland off E Scharbauer Drive in Davis Heights subdivision. MLK, Jr. Center is the main offices of the Park and Recreation Division. The park is off a busy thoroughfare and has single family residential to the north, west and south. Adjacent to the park and center on the east side is Lee Freshman High School campus. There is parking for the park and the center. The park and center together is nearly nine acres. The park has a basketball court and sand volleyball, a playground, multi-use path, and picnic facilities. The center is made up of an activity room, gymnasium, auditorium, training room, restrooms, and Parks and Recreation Division offices. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

— Solar lighting.
— Additional landscape enhancements (trees).
— Future trailhead and future trail connection to Scharbauer Channel Trail and Midland Draw Trail.

N PIONEER PARK

Source: Nearmap



Pioneer Park is in west Midland just inside SL 250 in the Trinity Towers Manor subdivision. The park is off Sinclair Avenue and Lindora Way. Single family residential backs on to the park on the west and north sides, and there is single family residential across Lindora Way on the east side. To the south is vacant land. Only on-street parking is available. As a neighborhood park, it is within walking distance for the local neighborhood.

The park is five acres that is mainly unprogrammed open space. In the middle of the park is outdoor exercise equipment, a playground, swing set, picnic tables, and benches. A small multi-use path loops through the park. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

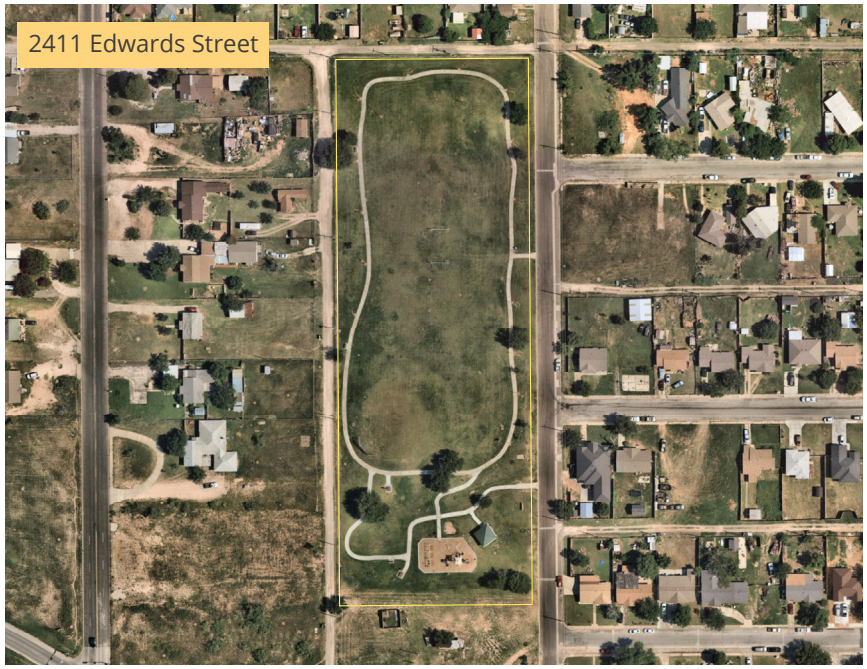
Opportunities for Improvement

— Solar lighting.
— Additional landscape enhancements (trees).
— Shade structure over playground and exercise equipment.

PACKET 15.578 July 14, 2020

N RATLIFF PARK

Source: Nearmap



Ratliff Park is in east Midland off E Scharbauer Drive and Edwards Street in the Morningside subdivision. There is single family residential on all sides of the park. Only on-street parking is available. As a neighborhood park, it is within walking distance for the local neighborhood.

The park is five acres that includes a practice baseball field and two practice soccer fields. There is a multi-use path that circles the park with a playground, picnic tables, and a pavilion at the south end of the park. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

— Solar lighting.
— Additional landscape enhancements (trees).
— Shade structure over playground and picnic tables.
— Upgrade athletic fields with additional assets like benches, lighting, etc.

N SANTA RITA PARK

Source: Nearmap



Santa Rita Park is in north central Midland outside of SL 250. The park is adjacent to Santa Rita Elementary School off Whitman Drive. The park is surrounding by large lot, estate residential. Only on-street parking is available. The park is within walking distance of the local neighborhood, but access is limited and unsafe.

The park is five acres and is mainly unprogrammed open space. There is a playground and four benches at the center of the park. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

— Solar lighting.
— Additional landscape enhancements (trees).
— Shade structure over playground.
— Picnic facilities and pavilion.
— Additional programming and/or landscaping to activate the park.

N SIDWELL PARK

Source: Nearmap



Sidwell Park is in northeastern Midland in Thunderbird Heights subdivision The park is bounded by Neely Avenue (south) and N Pecos Street (east). There is single family residential to the west, north, and east, and multi-family residential to the south. Only on-street parking is available. As a neighborhood park, it is within walking distance for the local neighborhood.

The park is just over five acres and includes a practice soccer field and unprogrammed open space surrounded by a crushed granite multi-use path. There is a playground and picnic table at the west end of the park. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

— Additional landscape enhancements (trees).
— Shade structure over picnic table.
— Picnic facilities and pavilion.
— Upgrade athletic fields with additional assets like benches, lighting, etc.
— Additional programming and/or landscaping to activate the park.

N SPARKS PARK

Source: Nearmap



Sparks Park is in east Midland in the Trueland subdivision off E Golf Course Road. The park has single family residential on the north, west, and south sides of the park. Coleman High School is on the east side across N Tilden Street. Only on-street parking is available. As a neighborhood park, it is within walking distance for the local neighborhood.

The park is nearly five acres and has a practice baseball field circled by a multi-use path. In the northeast corner of the park is a basketball court, playground, picnic tables, and pavilion. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

— Solar lighting.
— Additional landscape enhancements (trees).
— Upgrade athletic fields with additional assets like benches, lighting, etc.
— Future trail connection to E Golf Course Road Trail connecting to N Carver Street Trail and Midland Draw Trail

PACKET 15.580 July 14, 2020

N TAYLOR PARK

Source: Nearmap



Taylor Park is south central Midland between BI-20 and I-20. The park is bounded by W Carter Avenue (north), Johnston Street (east), W Griffin Avenue (south), and S Goode Street (west). Single family residential is on the east, south, and west sides, and highway commercial is to the north. Only on-street parking is available. As a neighborhood park, it is within walking distance for the local neighborhood. The park is nearly eight acres and is a Boys and Girls Club location in Midland. The park includes practice baseball and soccer fields. There is a skatepark in the northwest corner, a playground in the southeast corner, and a multi-use path that connects them. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

— Solar lighting.
— Additional landscape enhancements (trees).
— Shade structure over playground and picnic tables, and a pavilion
— Upgrade athletic fields with additional assets like benches, lighting, etc.

N TRINITY PARK

Source: Nearmap



Trinity Park is in northwest Midland inside SL 250 in the Trinity subdivision. The park is adjacent to Parker Elementary School and there is single family residential on the north, east, and south sides. Only on-street parking is available. As a neighborhood park, it is within walking distance for the local neighborhood.

The park is four acres and is made up of a practice baseball and soccer field surrounded by a multi-use path. There is a playground and a picnic table in the southwest corner. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

— Solar lighting.
— Additional landscape enhancements (trees).
— Shade structure over playground.
— Picnic facilities and pavilion.
— Future trail connection to Godfrey Street Trail.

PACKET 15.581 July 14, 2020

N TUMBLEWEED PARK

Source: Nearmap



Tumbleweek Park is north central Midland directly adjacent and in the same block as Windlands Park. Tumbleweek Park fronts onto Ventura Avenue. The park has single family residential on its west and south sides. Only on-street parking is available. As a neighborhood park, it is within walking distance for the local neighborhood.

The park is eight acres and includes a 8-hole disc golf course as well as a multi-use path, playground, picnic facilities and a pavilion. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

- Additional landscape enhancements (trees).
- Shade structure over picnic tables.
- Additional programming and/or landscaping to activate the park.
- Future trailhead and trail connection to N "I" Street Trail.

N WADLEY-BARRON PARK

Source: Nearmap



Wadley-Barron Park is just northwest of downtown Midland at the intersection of N "A" Street and W Cuthbert Avenue. The park is surrounded by single family subdivisions. Only on-street parking is available. The park is within walking distance for the local neighborhood.

The park is a little over seven acres and is a duck pond that functions as a retention pond. The pond has a multi-use path around it with benches. The park is famous of the view from the north side of the park looking south to the Downtown Midland skyline. There is a gazebo in the southeast corner used for weddings. Refer to full inventory in ***Table 2.1a-b,*** pages 2.8-2.11.

Opportunities for Improvement

- Solar lighting.
- Future trailhead and trail connection to N "B" Street Trail.

PACKET 15.582 July 14, 2020

P POCKET PARKS

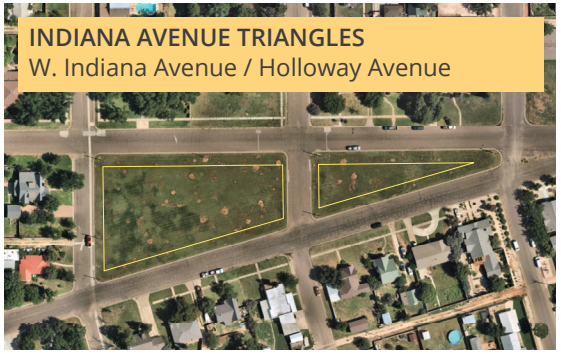
There are nine pocket parks in Midland mainly located centrally around downtown. The parks range from 0.4 to two acres. A few of the parks are open spaces with no programming. Crier, Unity and Volunteer Parks are plazas with landscaping, paths, ledges and benches. The Vietnam Veterans Memorial (VVM) located near the Midland International Air and Space Port is the best maintained and programmed of all the pocket parks. The VVM has a memorial wall, sculptures, and helicopter on display with landscaping. The park also includes open space with trees, a playground, and a picnic pavilion.



COLLEGE AVENUE TRIANGLE
College Avenue / W. Indiana Avenue



CRIER PARK
1500 W. Wall Street



INDIANA AVENUE TRIANGLES
W. Indiana Avenue / Holloway Avenue



JACOTTE PARK
Jacotte circle and E. Golf Course Road



LLOYD PARK
W. Cuthbert Avenue / N. Marienfeld Street



SCHARBAUER TRIANGLE
W Scharbauer Drive at W Golf Course Road



UNITY PARK
Louisiana Avenue / Lamesa Road



VIETNAM VETERANS MEMORIAL
9915 Wright Drive



VOLUNTEER PARK
900 N. Big Spring Street

Source: Nearmap

PACKET 15.583 July 14, 2020

RECREATION AND EVENTS

Midland offers a variety of recreational programs and events that provide year-round activities for residents of all ages. Although the majority of the programs are offered by third-party providers, many of these programs take place at City parks or facilities.

As listed in, **Table 2.3**, ***City of Midland Recreational Programming***, the City offers organized recreation year-round for adults including volleyball, Zumba classes, and a women's self defense class (Midland Police Department). City recreational programs for youth include basketball, swim lessons, cooking class, and baseball/basketball/football competitions. Third-party associations provide organized athletics throughout the year for children, youth, and adults, such as baseball, softball, basketball, football, soccer, swimming, cheerleading, and tennis (refer to **Table 2.4**, ***Third-Party Recreational Programming***, on facing page).

Important for recreational and sports programs in Midland is to increase program awareness, improve the quality of facilities, and provide more programs. This will encourage residents to use the City's parks system and help to attract more visitors.

The City, along with third party associations, also sponsor festivals and events throughout the year (refer **Table 2.5**, ***City of Midland Events and Table 2.6, Third-Party Events*** on pages 2.42 and 2.43). Some of these events include Fishing in the Park, Easter Egg Eggstravaganza, Christmas Parade and Tree Lighting, Movies in the Park, Star-Spangled Salute, and a Wellness Tour.

Table 2.3, City of Midland Recreational Programming

PROGRAM	AGE GROUP	SEASON	LOCATION
Jr. NBA Skills Challenge	13 years and younger	Winter	MLK Jr. Community Center
Pitch, Hit & Run	7 to 14 years	Spring	Security Bank Ball Park
Punt, Pass, and Kick Competition	6 to 15 years	Fall	C.J. Kelly Park
Swim Lessons	All ages	Summer	Doug Russell and Washington pools
Pee Wee Basketball League	4-6 years	All year	MLK, Jr. Community Center
Adult Volleyball	Adults	All year	MLK, Jr. Community Center
Zumba	Adults	All year	MLK, Jr. Community Center
Lil Chefs Cooking Class	Youth	All year	MLK, Jr. Community Center
Arts and Crafts Class	6-12 years	All year	MLK Jr. Community Center
Spring Break Camp	6-12 years	March	MLK Jr. Community Center
Holiday Camp	6-12 years	December	MLK Jr. Community Center
Women's Self Defense Class, R.A.D.	Adults	All year	



Source: City of Midland

PACKET 15.584 July 14, 2020

Table 2.4, Third-Party Recreational Programming

	PROGRAM	AGE GROUP	SEASON	LOCATION
Boys and Girls Club	Volleyball	1st to 6th grade	Spring	Halff and Taylor Park Clubs
	Basketball	4 years to 8th grade	Summer and Winter	Halff and Taylor Park Clubs
	Flag Football Co-Ed	4 years to 6th grade	Spring and Fall	Taylor Park Club
	Boxing	8 to 18 years	All Year	Halff Park Club
YMCA	Flag Football Cheerleading Soccer Volleyball Tumbling Basketball T-Ball Dance	Youth	All year	Midland YMCA
	Volleyball Kickball	Adults	Spring	Midland YMCA
	Swim Lessons	Youth to Adults	All year	Midland YMCA
COM Aquatics Inc.	Swim and Dive Teams	All ages	All year	COM Aquatics Center
Permian Basin Youth Football League	Football	4 to 11 years	Spring	Scharbauer Sports Complex
	Cheer	4 to 11 years	Spring	
Greater Midland Football League	Football	2nd to 6th grade	Fall	C.J. Kelly Park
	Cheer	2nd to 6th grade	Fall	
Stonegate Flag Football	Flag Football	Adults	All year	
Under the Lights	Flag Football	Pre-K to 7th grade	All year	
West Texas Pride	Semi-Pro Football CRAFL League	Adults	Spring	Grande Communications Stadium
Mad Dog Rugby Football Club	Rugby	Adults	All year	Windlands Park
Midland Junior Baseball Association	Little League Baseball	8 to 16 years	Spring and Fall	Butler Sports Complex
	T Ball	5 to 7 years	Spring and Fall	
Midland Softball Association	Softball	17 years and older	Spring and Fall	
Midland United Girls Softball Association	Softball	5 to 18 years	Spring and Fall	Ulmer Park
Midland Soccer Association	Soccer	4 to 17 years League 9 to 19 years League 19+ years League 30+ years League Women's Adult League Co-Ed League	Summer and Fall	Butler Sports Complex and Windlands Park
Texas Cricket Club	Cricket	Adults	All year	Beal Park
Midland Polo Club	Polo	Adults	All year	Midland Polo Club
Bush Tennis Center	Tennis Leagues and Clinics	Youth and Adult	All year	Bush Tennis Center
Racquet Club	Tennis Camp	Youth	All year	Racquet Club
	Swim Camp	Youth	All year	Racquet Club

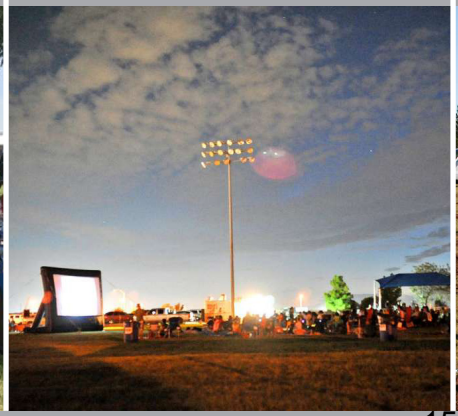
Table 2.5, City of Midland Events

EVENT	SEASON	LOCATION
Spring Break Camp	March	MLK, Jr. Community Center
Fishing in the Park	April	C.J. Kelly
Easter Egg Eggstravaganza	April	MLK, Jr. Park
National Night Out Block Parties	October	
Truck or Treat	October	Central Fire Station
Halloween Trick and Treat	October	MLK, Jr. Community Center
Christmas in Boomtown Parade	December	"A" Street from Ventura Ave to Illinois Ave
Christmas in Boomtown Tree Lighting	December	Wadley Barron Park
City of Midland Career Fair	Throughout the year	MLK, Jr. Community Center
Star Spangled Salute	July	Hogan Park
Summer Pool Season	Summer	Doug Russell Washington Pool
Movies in the Park	Summer	Beal Park Butler Park C.J. Kelly Park Fasken Park Hill Park Hogan Park Windlands Park
Wellness Tour	August	

Juneteenth Celebration
Source: Newswest 9



Summer Movies in the Park
Source: Midland Reporter-Telegram



Keep Midland Beautiful Events
Source: City of Midland



Tall City Blues Fest
Source: Midland Reporter-Telegram



PACKET 15.586 July 14, 2020

Table 2.6, Third-Party Events and Programs

ORGANIZATION	PROGRAM
Arts Council of Midland	Celebration of the Arts Festival! Music in the City
Midland County Historical Museum	Historical Society Program
Downtown Lions Club	Permian Basin Dance Club
Boys and Girls Club	Art program Gardening Game Room Seasonal Festivals and events
Downtown Midland Management District	Tall City Blues Fest Very Merry Midland 9/11 Memorial Weekend Oktoberfest
Museum of the Southwest	Summer Sunday Lawn Concerts SeptemberFest (Arts and Crafts) Christmas at the Mansion
Haley Memorial Library and History Center	Annual Western Art Show Fall Gathering
Rock the Desert	Rock the Desert Outdoor Festival
Keep Midland Beautiful	Earth Day Festival Spring / Fall Annual Community Cleanup Texas Recycles Day
Permian Basin Petroleum Museum	Movie Night Lectures FunLab Science Camps Family Science Night
Midland County Horseshoe Arena, Pavilion, and Amphitheater	
I-20 Wildlife Preserve	Hands-On Learning Experience
Hispanic Cultural Center of Midland	Cinco de Mayo Our Legacy Recital Mariachi Concert Mariachi Competition Mariachi Workshop Diez Y Seis (16th of September) Parade Presidents Cup Golf Classic
Sibley Nature Center	Sibley Nature Festival Camera Club Lectures
Midland Downtown Farmer's Market	Farmer's Market
CAF High Sky Wing	AIRSHO



Star Spangled Salute

Source: Midland Reporter-Telegram

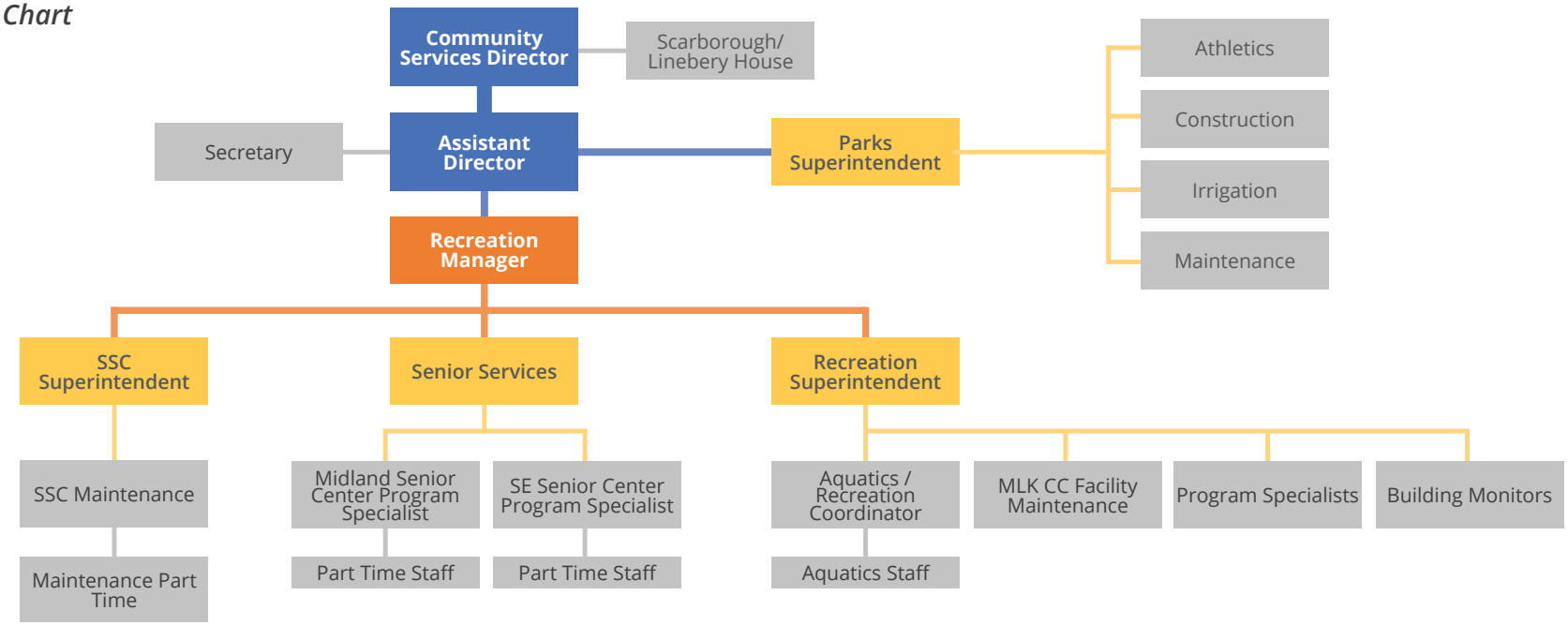
PARKS AND RECREATION DIVISION

Community Services is made up the Parks and Recreation Division, Animal Services, Health and Senior Services, the Golf Course and Pro Shop. Community Services currently staffs a total of 97 full time employees within that the Parks and Recreation Division has 39 full time and a 100 seasonal employees. Seasonal staff are lifeguards and recreational programs part-time staff. **Figure 2.1**, ***Parks and Recreation Division Organizational Chart***, lays out the organization of and positions within the division.

The Parks and Recreation Division (PARD) is currently responsible for the maintenance of over 1,364 acres of parkland. The City has a maintenance contract for landscaping for all parks including mowing, weed control, ballfields upkeep, trash pick up, and maintain detention ponds. The maintenance contract does not include tree trimming. PARD is low staff across all crews and this is evident in the need for improved park maintenance throughout the city. The community and PARD have expressed need for additional staff. Considering the resource demands on the PARD, additional staffing needs have been identified. This includes two Construction crew staff, two Maintenance crew staff, and three Athletics crew staff.

While the City does have informal agreements with local athletic leagues for the maintenance and operation of some parks and facilities throughout the community, the agreements may not be adequately addressing the maintenance requirements at each site. Review of the agreements should be considered.

Figure 2.1, Parks and Recreation Division Organizational Chart



PACKET 15.588 July 14, 2020

VOLUNTEERISM

While parks are well known as gathering places for active and passive recreation activities and programs, they are also social gathering places for residents. In this regard, parks provide significant opportunities for social interaction and community building and enhancement. One of the ways this occurs is through City sponsored volunteering events. Some of the more prominent volunteer projects in Midland include:

— **Keep Midland Beautiful (KMB).** KMB is a 501(c)(3) non-profit organization, that strives to educate and engage Midlanders in litter prevention, beautification, and waste management. We work with the City of Midland to continue to improve our community. In addition to being partnered with KAB, KMB is also an affiliate of Keep Texas Beautiful.

— **Oil and Gas Industry.** Various oil and gas companies in the Permian Basin have community initiatives in which they give back to the community. Examples include sponsoring tree planting events, beautification projects, adopting a park, etc.



Tree Planting Volunteers

Source: City of Midland

NEEDS ASSESSMENT

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Figure 3.1, Assessment Methods 3.2
Demand-Based Assessment **3.3**
Sidebar: Listening Session Feedback 3.3
Resource-Based Assessment **3.10**
Map 3.1, City of Midland Resources 3.11
Access-Based Assessment **3.14**
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Table 3.2, Target Level of Service for Park Facilities 3.27

INTRODUCTION

A needs assessment is the most critical component of the parks planning process. It includes a comprehensive analysis of the existing parks and recreation system in the city of Midland and compares it to the needs of today and the future. It evaluates the demand, diversity, distribution, and quality of parks and recreation to identify deficiencies within the existing system. This, in turn, helps to guide development of recommendations to address the identified needs.

It is important to recognize that the criteria and standards set forth in this section primarily serve to establish a baseline for parks and recreation facilities and to help the City see whether it is providing an adequate number and distribution of facilities. These levels of service can, and should be adjusted periodically to meet changing demographic conditions in the city.

This Parks Master Plan uses three techniques to evaluate Midland's current and future park and recreation needs. These techniques follow general methodologies accepted by the Texas Parks and Wildlife Department (TPWD) for local park master plans and are described in **Figure 3.1, *Assessment Methods,*** below.

While each assessment method is important in its own regard, it does not represent the entire picture. This assessment, and the recommendations resulting from it, use findings from all three methods to determine what types of park and recreation facilities and programs are needed in Midland.

Decades ago, a series of national guidelines and standards for the provision of parks and were developed based on nationwide demographic trends rather than local desires. In recognition that one size does not fit all, the national guidelines now serve as a starting point for park planning. After analyzing the existing conditions of the parks system and gaining an understanding of the community (refer to **Section 1**, ***Introduction***, and **Section 2, *Midland Parks Today***), the standards are specifically tailored to meet local conditions.

Figure 3.1, Assessment Methods



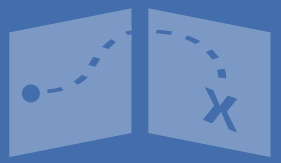
DEMAND-BASED ASSESSMENT

The demand-based assessment uses resident and stakeholder input to determine actual and anticipated parks system usage, and to recommend suitable park types, recreational facilities, and programs to meet existing and latent demand.



RESOURCE-BASED ASSESSMENT

The resource-based assessment considers unique or prominent physical features and natural resources, and pre-existing local or regional initiatives, that may be leveraged to provide enhanced recreational opportunities.



ACCESS-BASED ASSESSMENT

The access-based assessment analyzes the current quantity and location of parkland and facilities to determine if the needs of the population are being met. This technique uses locally developed level-of-service ratios of facilities to population (typically expressed as quantity of acreage or facilities to every 1,000 residents) to determine what is available for residents today to project future needs as the population grows.

PACKET 15.592 July 14, 2020

DEMAND-BASED ASSESSMENT

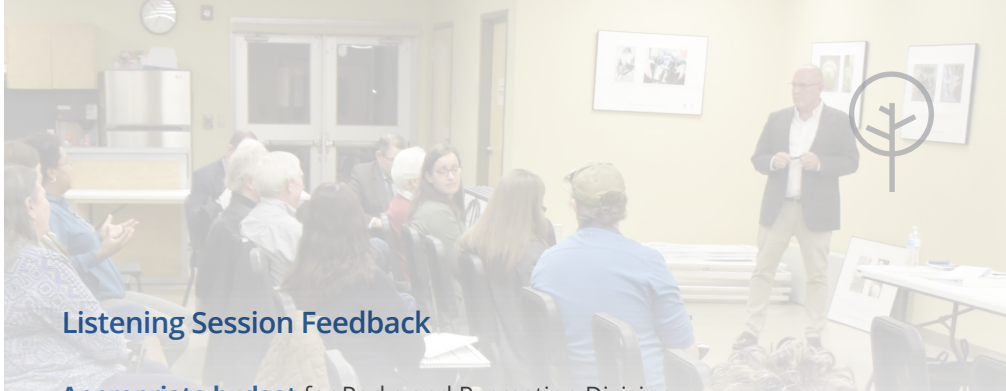
During the planning process, it is essential to identify public demand for park facilities and/or programming. Derived directly from public input, a preliminary evaluation is done to determine the types of parks and recreation opportunities that may be considered valuable assets in Midland. The Demand-Based Assessment is based on preferences expressed by the community during stakeholder listening sessions, key person interviews, a public survey, and a public open house. Highlights from the different engagement strategies are described below and are presented as they were voiced by the public during each engagement method.

STAKEHOLDER LISTENING SESSIONS

A series of stakeholder listening sessions and key person interviews were conducted at the onset of the planning process. These meetings helped to identify a variety of desires and concerns in the community. Some of the key elements, wants, and needs identified in these meetings are summarized in the sidebar on this page.



Source: City of Midland



Listening Session Feedback

Appropriate budget for Parks and Recreation Division.

Staffing shortages – high turnover, not competitive and unable to hire.

More **indoor recreation** facility space and indoor pool.

Connectivity between parks is poor. Park internal loop trails are not connected to the City's sidewalk system or hike and bike trails.

More **hike and bike trails** and linear parks.

Safety in parks after dark.

Bank **parkland money** until resources are available to develop and maintain a park.

Improve **quality of life** for families, retain population.

Tree and tree canopy improvements:

- Maintenance and care
- Plant more
- Need for shade

Maintenance: inadequate irrigation, prairie dogs, weeds and stickers, athletic fields tournament ready, rotate fields so grass can rest, etc.

Sports and athletic field needs:

- lighting improvements
- irrigation renovations
- reorganize layout of fields
- consider turf options
- practice facilities
- improve parking lots

Create **partnerships** between sports teams/leagues and the City to fund lighting, maintenance, irrigation, and adequate restrooms to host tournaments.

RV park for families traveling for sports tournaments.

Cultural / family activities in parks, community centers, and museums.

PACKET 15.593 July 14, 2020

PUBLIC SURVEY

A public survey, provided online through **SurveyMonkey®**, was used as an inclusive way to solicit feedback on park preferences, recreation programs, maintenance, and future implementation from residents of Midland and park users from the region. The survey was advertised through the City's Facebook page as well as emailed to key stakeholders. The survey was open for several months at the beginning of the Parks Master Plan process and received a total of 664 respondents, 98 percent currently reside within Midland. Summarized results are presented on pages 3.4-3.9 while full results are located in the Appendix.

Survey Facebook Post



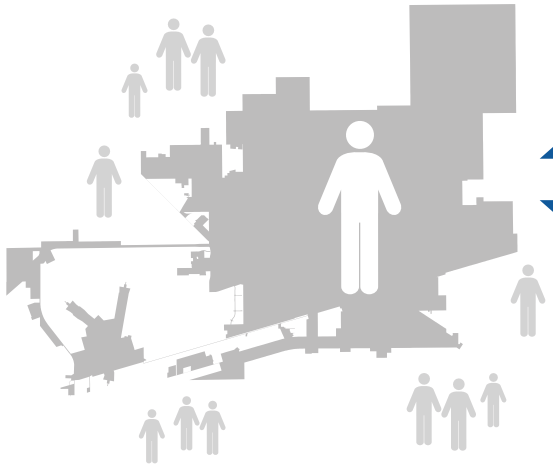
Source: City of Midland

Survey Respondent Summary Demographics

- 88 percent of respondents were ages 20 to 54;
- The majority of respondents lived in a four person household; and
- 44 percent of respondents at children five years and younger.

664 PARTICIPANTS

650 full-time residents
2 seasonal residents
12 are not residents



72% of respondents have visited Midland Parks and Recreation facilities ***more than 6 times within the last year***.

Within the last year:
- 27% used a hike and bike trail once or twice;
- 19% 3 - 6 times;
- 28 more than 6 times; and
- 25% have never used a trail

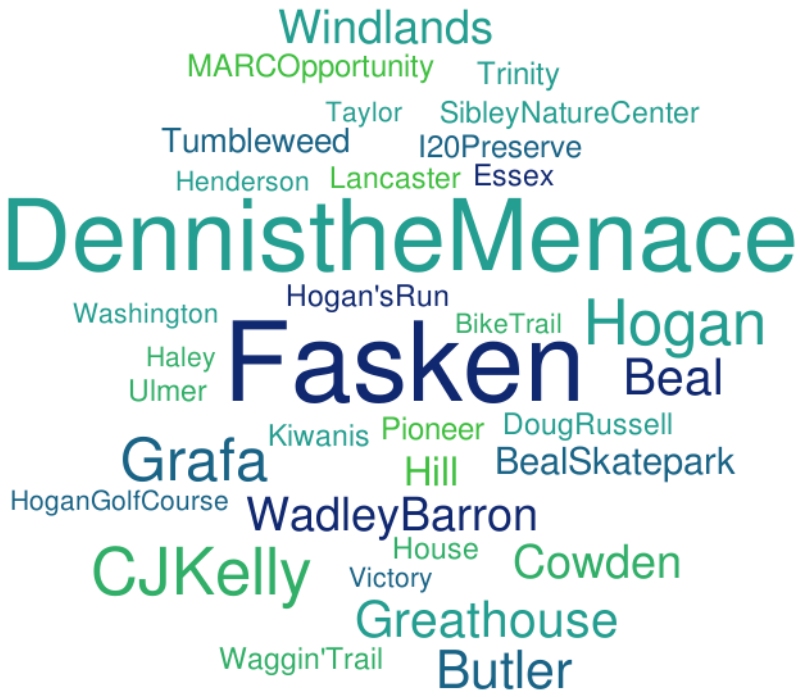
Favorite Midland Park(s)

#1 FASKEN

A quality neighborhood park surrounded by streets. Includes a walking path and exercise equipment with a playground. Also a special events venue for PARD.



Source: Halff Associates



#2 DENNIS THE MENACE

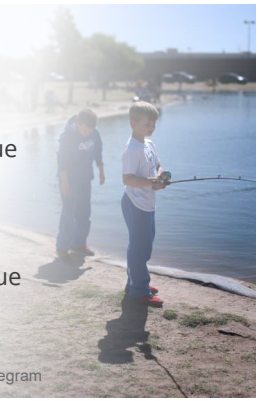
A Midland kid and family institution with renovations completed in 2019. Includes themed playgrounds and a splash pad with field space.



Source: City of Midland

#3 C.J. KELLY

A community park that offers flag football, little league baseball fields, a fishing pond and a playground. Also a special events venue for PARD.



Source: Midland Reporter-Telegram

#4 HOGAN

A regional park that offers athletic fields, picnic facilities, playgrounds, a dog park, and adjacent to Sibley Nature Center. Also a special events venue for PARD.



Source: Midland Reporter-Telegram

#5 GRAFA

A scenic neighborhood park with old growth trees and a playa that fills in rain events. A path wraps around the park with a playground in the corner.



Source: Halff Associates

#6 BUTLER

A community park filled with little league baseball fields and youth soccer fields. A sport association park that also hosts special events for PARD.



Source: Halff Associates

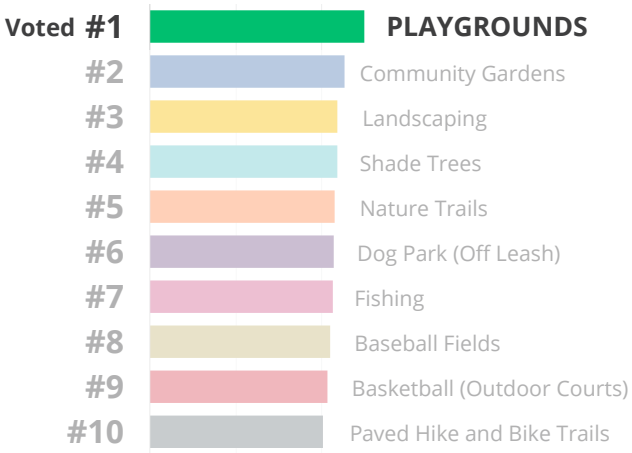
#7 BEAL

#8 GREATHOUSE

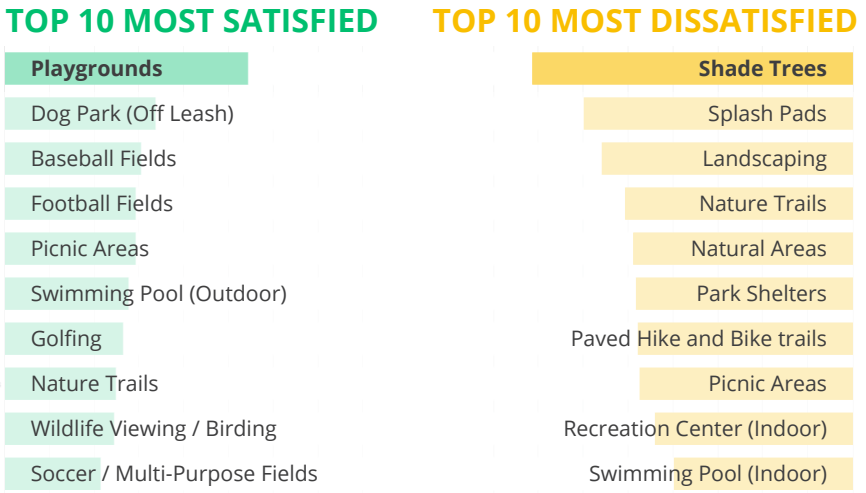
#9 WADLEY BARRON

#10 COWDEN

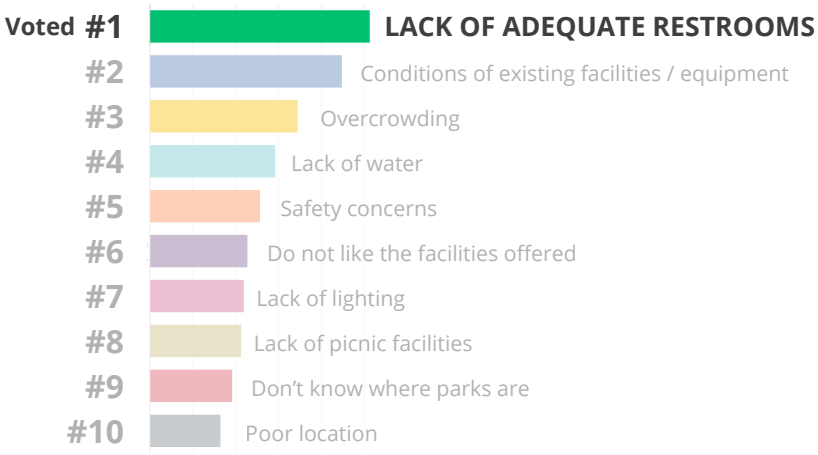
The park facility/element that you most want to see in Midland:



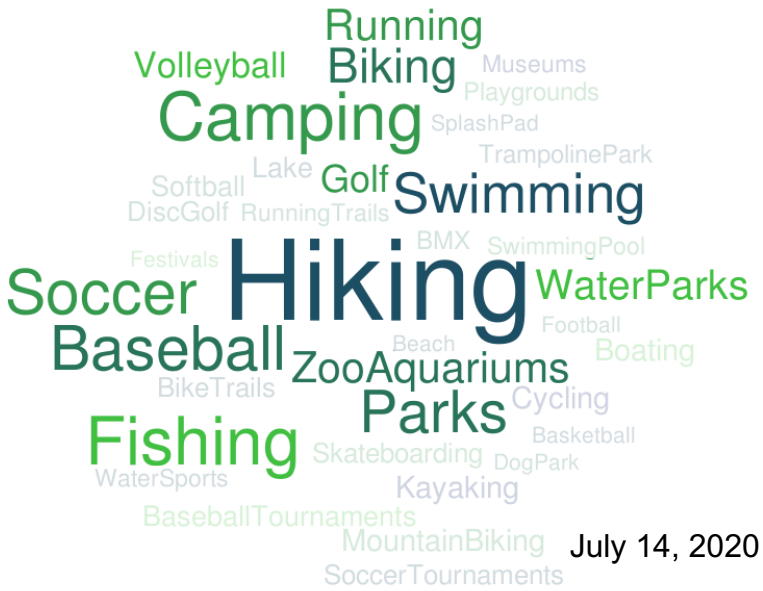
How did Midland perform in providing the following park facilities:



Top 10 reasons you do <u>not</u> use Midland's parks:



The activity that you travel outside of Midland to participate in:



Your park, recreation, or cultural activity wishlist:



WATER FEATURES (i.e. splash pads, pools, water parks) and **WATER ACTIVITIES** (i.e. fishing, boating, etc.) were the most common wants and needs.

SAFE places to walk, run, and bike was a major concern among respondents.

Your overall satisfaction with athletic and recreational programming:



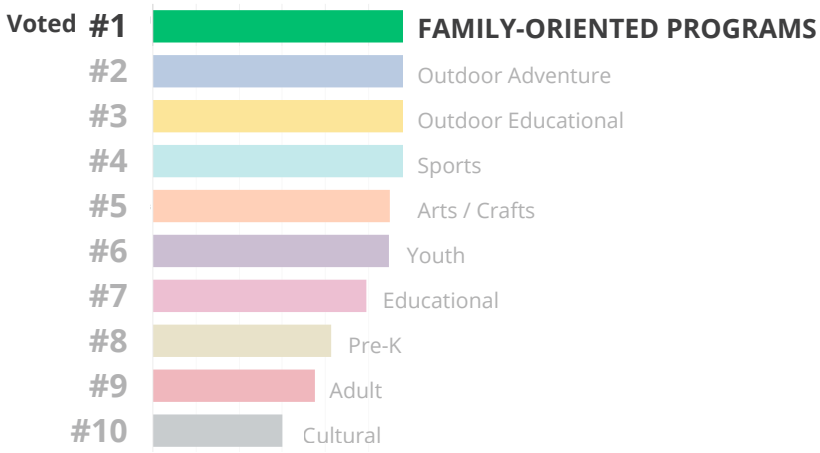
17% rated the programming "0-10"

23% rated the programming "40-60"

6% rated the programming "90-100"

The average satisfaction score is "55."
On average survey respondents are neither dissatisfied or satisfied with programming.

The programs your household are most interested in:



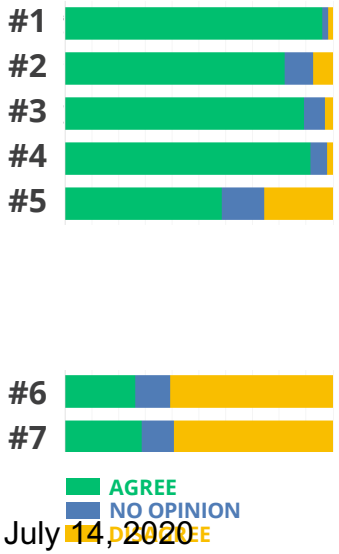
Agree or Disagree:

Survey respondents generally AGREE with ith:

#1 Better parks and recreation facilities will improve our city image.
#2 Better parks and recreation facilities strengthen our city economically.
#3 A list of volunteer and donation opportunities should be published to allow the public to help improve City parks.
#4 The City should more fully develop the park land and open space that it already owns.
#5 Paying additional City taxes and/or considering a bond initiative to see new parks and recreational amenities upgraded.

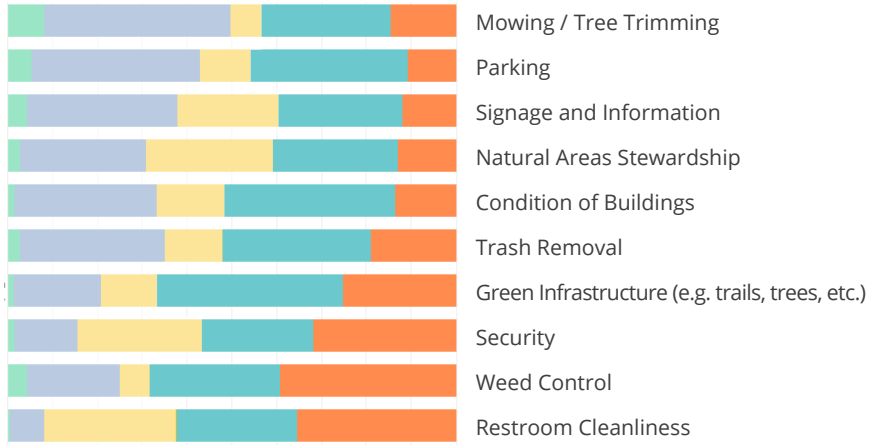
The majority of survey respondents DO NOT have:

#6 Satisfaction with the overall quality of parks in my neighborhood.
#7 Satisfaction with the overall quality of parks in Midland.



Quality of operation and maintenance:

EXCELLENT / GOOD ⟷ FAIR / POOR → **Operation and Maintenance is generally rated FAIR and POOR.**

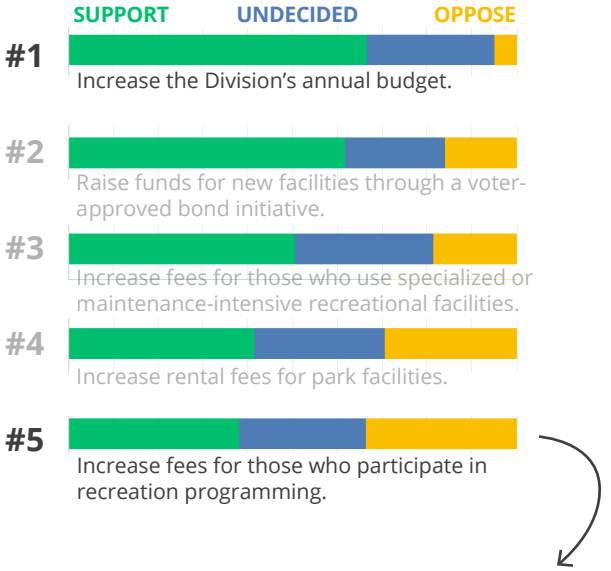


The PARD initiatives you want implemented in the future:



Your level of support for parks programming financing strategies:

Survey respondents are **MOST SUPPORTIVE** of increasing the Division's Annual Budget.



Survey respondents are **LEAST SUPPORTIVE** of increasing fees for those who participate in recreation programming.

Where to find parks and recreation and PARD information:

Social Media

Word-of-Mouth

Print Media

Other: passing by, local news, Midland Reporter-Telegram, Google, City of Midland website, TV, MSA Board Meeting, Sports Associations, and by phone.

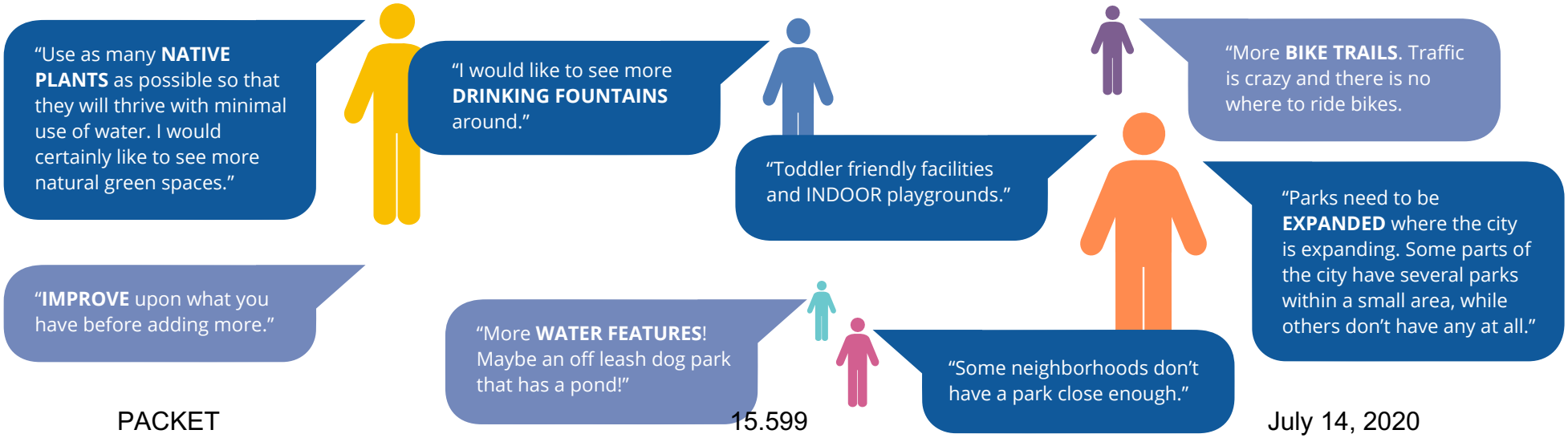
Brochures

E-Newsletter

Preferred method for information about parks and recreation:



Additional comments:



RESOURCE-BASED ASSESSMENT

The resource-based assessment identifies key physical features within Midland and its extra-territorial jurisdiction (ETJ) that may be leveraged to support the parkland and recreation recommendations contained in this Plan. These assets may include developed property and associated man-made features such as school district property, utility rights-of-way, and natural features such as playas, draws, and viewsheds. These areas can be used to either support active recreational pursuits or create areas for passive enjoyment, such as nature preserves.

Playas

Midland has several playas throughout the city and ETJ, refer to **Map 3.1, *City of Midland Resources***. According to the Texas Parks and Wildlife Department, playa lakes are the most significant ecological feature in the Texas High Plains. Playas are shallow, circular-shaped wetlands that are primarily filled by rainfall or in some cases irrigation runoff. Compared to other wetlands, playas go through frequent, unpredictable, wet/dry cycles. The wet/dry nature of playas, along with their high plant production, and abundance of invertebrates makes playas havens for birds and other wildlife throughout the year. The conservation of playas is as important to humans as it is to wildlife. The playas filter and recharge as much as 95 percent of water collected in the southern portion of the Ogallala Aquifer, one of the major sources of drinking water and ground water for irrigation in the Great Plains. Several conservation practices benefit playa lakes, the most common is establishing native prairie buffers around the perimeter of playa basins which also provides nesting habitat for grassland birds and forage and cover for other prairie wildlife. **Section 5**, ***Implementation,*** offers information on costshare funds available for playa conservation.

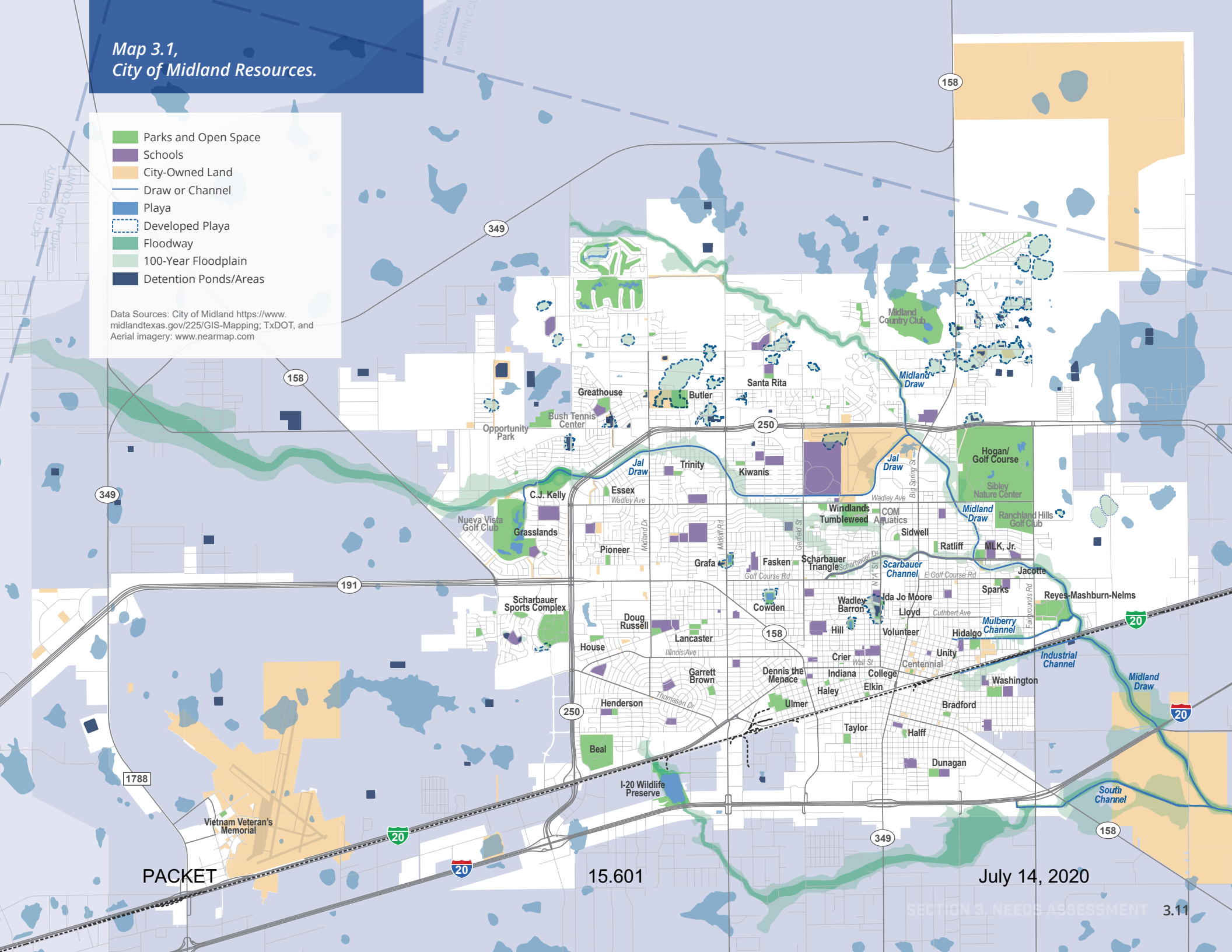
Map 3.1 (facing page) highlights local playas in blue. Most playas are located in the 100-year floodplain while some have been protected within parks (though the size of individual playa lakes may have been reduced). Examples include Cowden, Grafa, and Hill Parks.



Cowden Park
Source: Halff Associates

PACKET 15.600 July 14, 2020

Map 3.1,
City of Midland Resources.



Some playas have been developed over with residential subdivisions; these are outlined in a blue dashed line in **Map 3.1** (page 3.11). When playas are developed, detention ponds or areas need to be built to detain the rain in the wet season. An example of playas being developed and replaced with detention is in northeast Midland off SH 349 and north of Mockingbird Lane. This area may have been an opportunity to protect playas and for open space conservation.

Draws

Draws and drainage channels, also identified in **Map 3.1** (page 3.11), are significant for ecological preservation and storm water management. These draws offer extensive public access opportunities in the form of linear parks and hike and bike trail corridors. The major draws, Jal and Midland Draws, run from the southeast area of Midland to the north and northwest areas of the city. Draws and channels throughout Midland require further study for linear park and trail development.

Open Land Conservation

Existing in Midland today are two conservation areas, I-20 Wildlife Preserve (a 100-acre riparian forest) and Sibley Nature Center (a 49-acre preserve within Hogan Park). I-20 Wildlife Preserve is a wild space and urban playa lake that provides abundant avian, wildlife and aquatic habitat. Sibley Nature Center "celebrates the southern Llano Estacado, Edwards Plateau and Transpecos Regions by protecting and introducing residents to the area's environment and its unique flora, fauna, and history." Because both areas are successful ecotourism destinations, there may be additional land opportunities within the city and ETJ, the location and natural features of which make them attractive candidates for acquisition as part of a natural open space preservation and management program.

Midland Public Schools and City-Owned Land

Map 3.1 (page 3.11) illustrates the location of Midland public schools in relation to the park system and natural open space. School properties both within and outside of walking distances to parks may be leveraged to increase access to recreational facilities (subject to suitable joint-use agreements). City-owned properties have also been highlighted in yellow. The City owns two large tracts of land in the northeast (within the city limits) and southeast (within the ETJ) which may be preserved or landbanked for future parks and open space.

Utility Corridors

Utility corridors for water, sewer, natural gas, electric and fiber optic, may be used for hike and bike trails. Some utilities may be buried under the trail or use the air rights above the trail. Combining trails with utility corridors is an efficient use of space and can defray some costs for trail development. These corridors offer long distance, car traffic free routes for cyclists and pedestrians. The City has already created a hike and bike trail on the west side of the city in the TXU Energy® right-of-way running from Thomason Drive to Godfrey Street.



Source: Halff Associates



Source: Halff Associates

PACKET 15.602 July 14, 2020



I-20 Wildlife Preserve

Source: I-20 Wildlife Preserve

STANDARDS-BASED ASSESSMENT

The access-based (or "standards-based") assessment analyzes existing parkland and facilities to determine if the amount and distribution of park facilities and acreage is meeting the needs of residents today and in the future. Three types of access-based level of service determinations are made as described below.

STANDARDS-BASED LEVEL OF SERVICE

Parkland Acreage

The parkland acreage-based level of service analysis defines the quantity of parkland acreage in a community, expressed as a ratio of acreage to population. This analysis method considers whether there is sufficient acreage to serve the community's population today and in the future.

Access to Parkland

In addition to overall acreage, the location of parks is equally important. The access-based parkland analysis examines the location and distribution of parkland throughout a community to determine its accessibility to residents. This method is often measured using a "proximity guideline," expressed as a maximum walking radius from a park property. While the City owns over 1,364.1 acres of parkland, not all residents have access to these parks. Different types of parks and recreation amenities serve different functions and consequently have different service areas. As such, neighborhood, community, and regional parks will be analyzed separately.

Park Facilities

The park facility level of service analysis defines the number of facilities recommended to serve each particular recreation need. Facility standards are usually expressed as a ratio of units of one particular facility per population size (e.g., one basketball court per 4,000 people).

APPLYING LEVEL OF SERVICE STANDARDS

This Plan recommends level of service targets for some park and recreational facility types. The level of service targets recommended in this Plan are aspirational and advisory only. They are meant to assist the City in budgeting sufficient funds to not only maintain current levels of service for key parkland and recreational facilities, but to prioritize funding for new community services. These measures should be consulted in conjunction with sustained community input. Target levels of service are useful metrics for the City to measure selected parks and recreation service delivery on an annual basis. Ultimately however, level of service targets are imperfect metrics by which to anticipate and measure all local recreational needs and trends, and are not applied in this Plan to all possible parkland or recreational facility categories.



Sparks Park

Source: Halff Associates

PARKLAND ACREAGE

The purpose of parkland acreage levels of service (LOS) for parks and recreational areas is to ensure that sufficient area is allocated for all the outdoor recreation needs of a community. Level of service measures allows a city to plan ahead so that parkland can be targeted and acquired (if deemed necessary) before it is otherwise developed. These targets are aspirational—often not being met in full—yet provide clear benchmarks that tell a community where funding and resources for new recreational services should be directed.

Midland is a large and, at times, a fast growing city and struggles with maintaining its current level of parkland as well as providing the variety of facilities and programs the changing population requires. Recommended "Target Levels of Service (LOS)" (column '3' in **Table 3.1**, ***Parkland Level of Service***) integrated into this Parks Master Plan were originally established by the ***2012 Parks, Recreation, and Open Space Master Plan***. As this Parks Master Plan determines park and open space needs for the future of Midland, level of service will be calculated using the 2017 estimated population (136,089) and 2035 Moderate-Growth Scenario projected population (216,488) (refer to the Demographics discussion of **Section 1**, ***Introduction***.) Currently, residents are served by the existing pocket, neighborhood, community, and regional parks provided by the City and home owners associations (HOA). Developing and applying a level of service for park acreage results in acreage standards for different types of parks. Recommended LOS 2035 (column '7') assumes a condition where no new parkland acreage is added.

Current and recommended levels of service for Midland parkland are displayed in **Table 3.1** (facing page). There are approximately 1,364.1 acres of parkland in Midland with an additional 242.1 acres of HOA parks. Based on this, the City's current parkland level of service is 10.0 acres per 1,000 residents (cell 'G2' in **Table 3.1**). Midland falls in the middle of the comparison communities with park acreage per 1,000 residents, refer to **Table 3.2, *Comparison Communities Parkland LOS***.

Summary of LOS by Park Classification (**Table 3.1**, facing page)

Pocket Parks (Row A)

— Nine parks totaling 9.5 acres.

— Pocket parks run a deficit currently and into 2035.

Neighborhood Parks (City-Owned, Row B and All Facilities, Row C)

— 29 neighborhood parks totaling 160.5 acres, and 21 HOA with parks totaling 242.1 acres (includes a 27-hole golf course), refer to Neighborhood HOA Parks sidebar on facing page.

— With a recommended target LOS of 1 acre per 1,000 residents there is a surplus of 24.4 acres of neighborhood parks. By 2035, it turns to a deficit of 56.0 acres (or eleven, five-acre (average size) neighborhood parks).

— When HOA parks are added to city-owned neighborhood parks there is a significant surplus of parkland, 266.5 acres. By 2035, there continues to be a surplus of 186.1 acres.

Community Parks (Row D)

— Eight community parks totaling 374.4 acres, several of these parks are sports complexes, and one of these parks holds one of the two public swimming pools in Midland.

— There is currently a surplus of community parks, 102.2 acres, but there will be 58.6 acre deficit by 2035.

Regional Parks (Row E)

— Two regional parks totaling 720.0 acres (includes Hogan Park Golf Course).

— With a recommended target LOS of five acres per 1,000 residents there is a surplus of regional park area. By 2035, the deficit is 362.4 acres.

Special Use Parks (Row F)

This Plan does not recommend a level of service standard for special use parks since they typically contain unique recreational facilities that are intended to serve the entire community.

For a more detailed inventory of park see **Table 2.1a-d**, ***Park Inventory*** and **Table 2.2**, ***HOA Park Inventory*** in **Section 2**, ***Midland Parks Today***.

PACKET 15.606 July 14, 2020

Table 3.1, Parkland Level of Service (highlights the acreage deficit)

			EXISTING LEVEL OF SERVICE (LOS)			TARGET LOS		RECOMMENDED LOS 2019 136,089 (2017) population			RECOMMENDED LOS 2035 216,488 population		
			1	2		3		4	5		6	7	
			Existing Acreage (2019)	Current LOS (based on 136,089 (2017) population)		Recommended Target LOS Standard (2019-2035)		**Recommended Acreage (2019)**	Surplus / Deficit Acreage (2019)		**Recommended Acreage (2035)**	Surplus / Deficit Acreage (2035)	
A	P	Pocket Parks	**9.5**	0.1	Ac./1,000 Residents	**0.50**	Ac./1,000 Residents	**68.0**	(58.5)	Deficit	**108.2**	(98.7)	Deficit
B	N	Neighborhood Parks City-Owned	**160.5**	1.1	Ac./1,000 Residents	**1.00**	Ac./1,000 Residents	**136.1**	24.4	Surplus	**216.5**	(56.0)	Deficit
D	C	Community Parks	**374.4**	2.9	Ac./1,000 Residents	**2.00**	Ac./1,000 Residents	**272.2**	102.2	Surplus	**433.0**	(58.6)	Deficit
E	R	Regional Parks	**720.0**	5.3	Ac./1,000 Residents	**5.00**	Ac./1,000 Residents	**680.4**	39.6	Surplus	**1,082.4**	(362.4)	Deficit
F	S	Special Use Parks	**99.7**	0.7	Ac./1,000 Residents	NA		NA			NA		
G		Overall Cumulative Target Acreage (Pocket, Neighborhood, and Community Parks)	**1,364.1**	10.0	Ac./1,000 Residents			**1,122.7 acres**	141.6 acres	Surplus	**1,786.0 acres**	(521.7) acres	Deficit

Table 3.2, Comparison Communities Parkland LOS

For additional Comparison Community statistics refer to **Table 1.2a-b, *Comparison Communities Statistics and Features.***

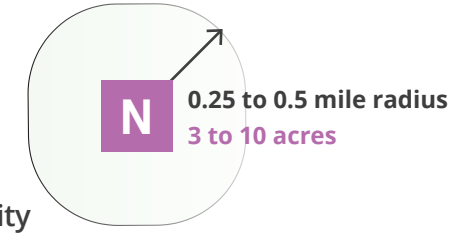
	Existing Acreage (2019)	Current LOS (Ac./1,000 Residents)
Odessa, TX	548.8	**4.6**
San Angelo, TX	672.0	**6.7**
Abilene, TX	1,077.0	**8.7**
Midland, TX	1,364.1	**10.0**
Waco, TX	1,666.0	**12.2**
Round Rock, TX	2,285.0	**18.4**

NEIGHBORHOOD HOA PARKS



Midland's park system is supported by 22 Homeowner's Association (HOA) parks (242.1 acres) and other private facilities, including tennis courts, swimming pools, playgrounds, picnic facilities, and community buildings. When added to the city-owned parks there is a total of 402.6 acres of parks in the "Neighborhood" classification. This additional acreage increases the Existing Level of Service of Neighborhood Parks to 3.0 acres per 1,000 residents creating a significant surplus of Neighborhood Park acreage recommended for 2019 (a surplus of 266.5 acres) and for 2035 (a surplus of 186.1 acres).

PACKET 15.607 July 14, 2020



ACCESS TO PARKLAND:

Neighborhood Park Accessibility

Neighborhood parks are typically located within a neighborhood or central to several smaller neighborhoods which they are meant to serve. Due to their close-to-home location, neighborhood parks are frequently accessed by foot. Neighborhood parks should be accessible to residents within a one-quarter-mile (ideal) or one-half-mile (standard) radius. These distances correlate to reasonable walking distances for all ages. These parks should be located away from major arterial streets and should be accessible without requiring residents to cross major roadways. Neighborhood park service areas are shown on **Map 3.2**, ***Neighborhood Park Service Areas and Pocket Parks***.

Current and Future Needs

Midland has 29 neighborhood parks that encompass roughly 260.5 acres. The neighborhood parks range from one to ten acres in size and are evenly distributed within SL 250, but outside of the loop there are only three parks, refer to **Map 3.2** (facing page). Northwest, north and northeast areas of the city are lacking in parkland. HOA parks offer some park space in these areas but their facilities are minimal or for residents only. This Plan recommends a target level of service standard of 1.0 acre of neighborhood parkland per 1,000 residents which means adding no less than 56.0 acres of neighborhood parkland to the park system by 2035 (refer to **Table 3.1** on page 3.17). **Map 3.2** (facing page) highlights "Opportunity Areas" where new parks may be located to service and existing residential neighborhood. Further study needs to be done if there is land and resources available (refer to **Map 3.1, *City of Midland Resources,*** on page 3.11.)

Pocket Parks

Midland also has nine pocket parks totaling 9.5 acres. Pocket parks generally occupy leftover spaces (i.e. triangular medians within roads); are less than one acre; and offer little or no amenities. Crier Park and the Vietnam Veterans Memorial are the exception, as they are larger pocket parks, over two acres. Also, the Memorial by the Midland International Air and Space Port does offer some green space with a playground and seating. According to the National Recreation and Park Association, pocket parks are urban open spaces on a small-scale and provide a safe and inviting environment for surrounding community members. They also meet a variety of needs and functions, including: small event space, play areas for children, spaces for relaxing or meeting friends, taking lunch breaks, etc. As described in **Section 2, *Midland Parks Today,*** pocket parks serve the immediate neighborhood and therefore a walking radius is not show on **Map 3.2** (facing page). This Plan recommends a target level of service standard of 0.5 acres of pocket parkland per 1,000 residents. The City currently has a large deficit of 58.5 acres of pocket parkland and will need 98.7 total acres by 2035 (refer to **Table 3.1** on page 3.17).



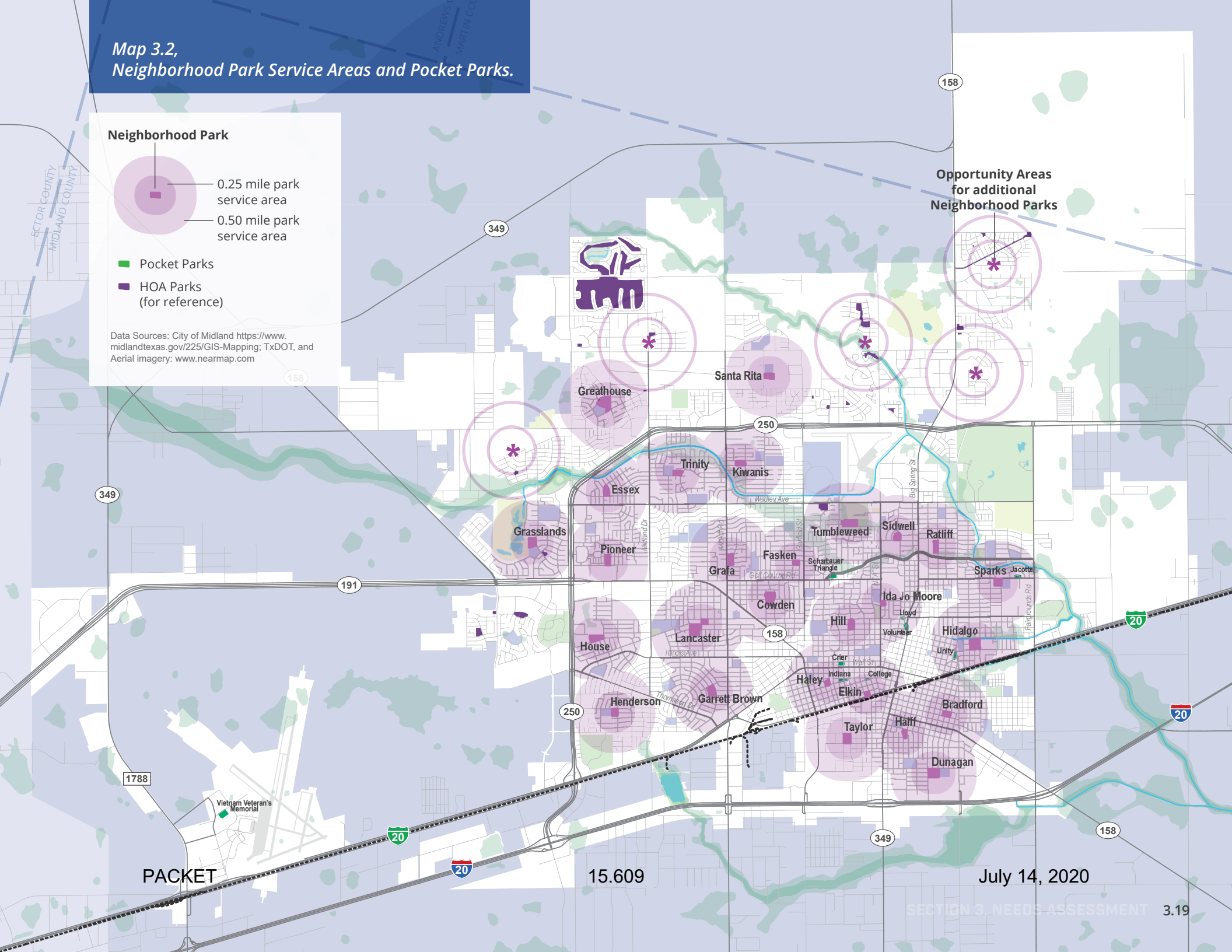
Source: Halff Associates



Source: City of Midland

PACKET 15.608 July 14, 2020

Map 3.2,
Neighborhood Park Service Areas and Pocket Parks.



C

1 to 2 mile radius
10 to 50 acres

ACCESS TO PARKLAND:

Community Park Accessibility

Community parks are large parks which serve several neighborhoods or a portion of a city. Community parks are intended to serve users who may walk or drive to the park within a one- to two-mile service area. Depending on location and accessibility, community parks may also be utilized by the residents of surrounding neighborhoods to meet their immediate recreational needs.

Current and Future Needs

Midland has eight community parks that encompass roughly 374.4 acres. Due to the larger service area of community parks, a majority of Midland residents are adequately served. However, as illustrated on **Map 3.3, *Community Park Service Areas***, just the north-northeastern extents of the city lie outside of the current service area.

Community parks are an important part of the city which they serve. They provide a variety of recreational activities with the potential to host tournaments and events that can attract people from areas outside of Midland. Baseball, softball, soccer, and football programs are all examples of community park-based programs that have large leagues and host tournaments in Midland. However, according to stakeholder and survey feedback, most of the existing park facilities are in poor condition and in need of maintenance and some improvements. This, in turn, makes them insufficient to support such events.

This Plan recommends a target level of service standard of 2.0 acres of community parkland per 1,000 residents which means adding no less than 58.6 acres of community parkland to the park system by 2035 (refer to **Table 3.1** on page 3.17). The addition of another park to the northeast corner of the city (see 'Opportunity Area' in **Map 3.3** on facing page) that includes a combination of amenities may be essential in developing a network of parks that adequately serves all residents of Midland while also attracting visitors from other areas.



PACKET 15.610 July 14, 2020

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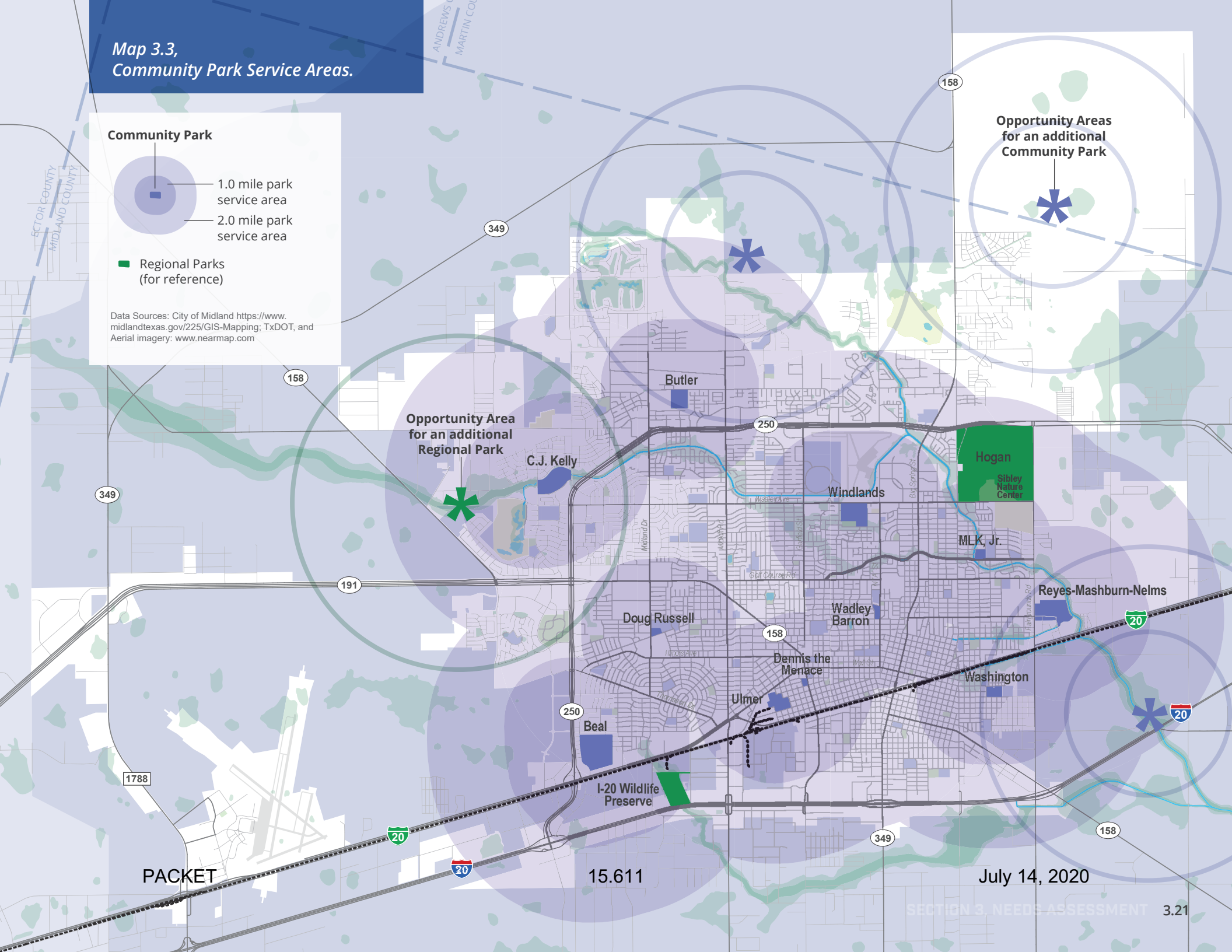
Map 3.3,
Community Park Service Areas.



R

up to a 50 mile radius
<10 acres to 1,000+ acres

ACCESS TO PARKLAND:

Regional Park Accessibility

Regional parks are intended to serve an entire city and surrounding region. Similar to community parks, regional parks act as locations for larger community events, tournaments, or other activities. Taking into account their size, unique amenities, and access challenges due to location, regional parks have a service area of two to five miles. Like community parks, depending on location and accessibility, regional parks may also be utilized by the residents of surrounding neighborhoods to meet their immediate recreational needs.

Current and Future Needs

Midland has two regional parks; Hogan Park (which includes Sibley Nature Center) and the I-20 Wildlife Preserve, totaling 720.0 acres (includes Hogan Park Golf Course). As shown on **Map 3.4**, ***Regional Park Service Areas***, these two parks reasonably serve the majority of the city though they are not easily accessible to residents, especially those without access to a vehicle.

The natural areas, trails, and educational programs offered at the I-20 Wildlife Preserve and Sibley Nature Center (located within Hogan Park) make these parks city-wide and regional destinations. The northwest area of the city, especially beyond SL 250, is lacking in this type of amenity. See the 'Opportunity Area' highlighted in **Map 3.4** (facing page). Consideration in the future should be made to preserve land for natural open space and passive recreation, accessible to residents in this part of the city. In addition, Hogan Park is a major destination for athletics with a variety and number of fields. The park is currently in the process of being redesigned and updated. Though Hogan Park is the only regional park with athletic facilities, the Community Parks discussed in the previous section and in **Map 3.3, *Community Park Service Areas*** (page 3.21) meet the athletic facilities needs in other areas of the city.

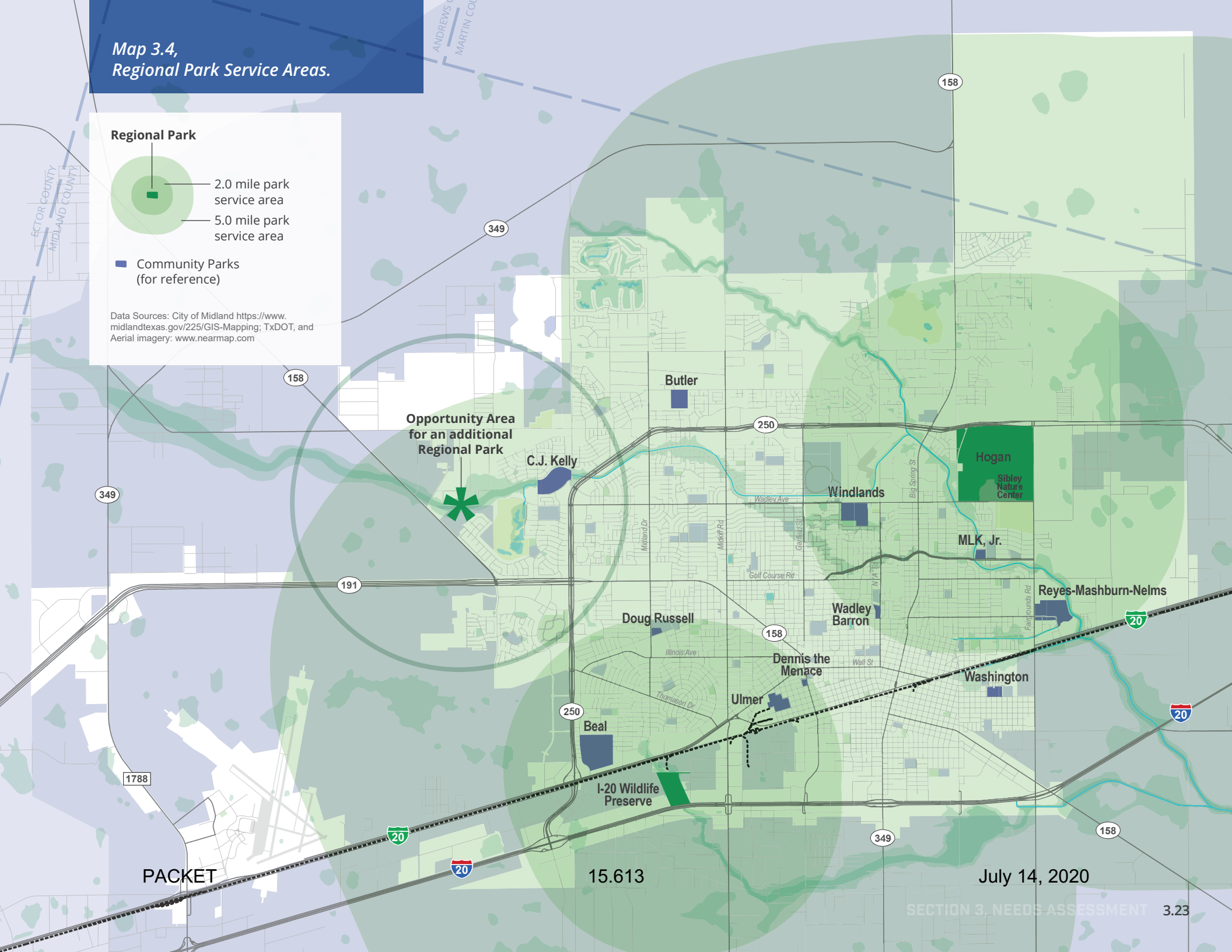
This Plan recommends a target level of service standard of 5.0 acres of regional parkland per 1,000 residents which means adding no less than 362.4 acres of regional parkland to the park system by 2035 (refer to **Table 3.1** on page 3.17).



Hogan Park
Source: Halff Associates

PACKET 15.612 July 14, 2020

Map 3.4,
Regional Park Service Areas.



ACCESS TO PARKLAND:

Trail Accessibility

Trails create multi-generational recreation opportunities, promote health, improve the overall quality of life, and provide non-vehicular transportation alternatives. Having close access to trails has become important for communities all over the country as people are gaining more interest in pursuing a healthier lifestyle. As facilities intended for pedestrian and bicycle access, trails have a service area of one-quarter-mile to one-half-mile.

Current and Future Needs

As illustrated on **Map 3.5, *Trail Service Areas***, the majority of Midland's trails are limited to internal looped paths within parks (green on the map). A total of approximately 17.5 miles. A few hike and bike trails (purple on the map) have been built but not enough to provide for a comprehensive, connected system. The total miles of all existing trails is approximately 24.1 miles; which equates to approximately one mile of trail for every 5,646 residents in the city. The ***2012 Parks, Recreation, and Open Space Master Plan Update*** noted that trails rated the number one item on the City's high priority list for recreational amenities, and recommended a target level of service for trails to be one mile for every 10,000 residents. The ***2015 Connecting Midland Hike and Bike Trails Master Plan*** recommended a target level of service to be one mile for every 5,000 residents, reflecting the need within the community for a connected network of off-street and on-street pedestrian and bicycle facilities. With this updated target level of service, the following amounts of trails would be desired as the population of Midland grows:

— 2017 need for 136,089 population: 27.0 miles (deficit of 2.9 miles)

— 2035 projected need for :

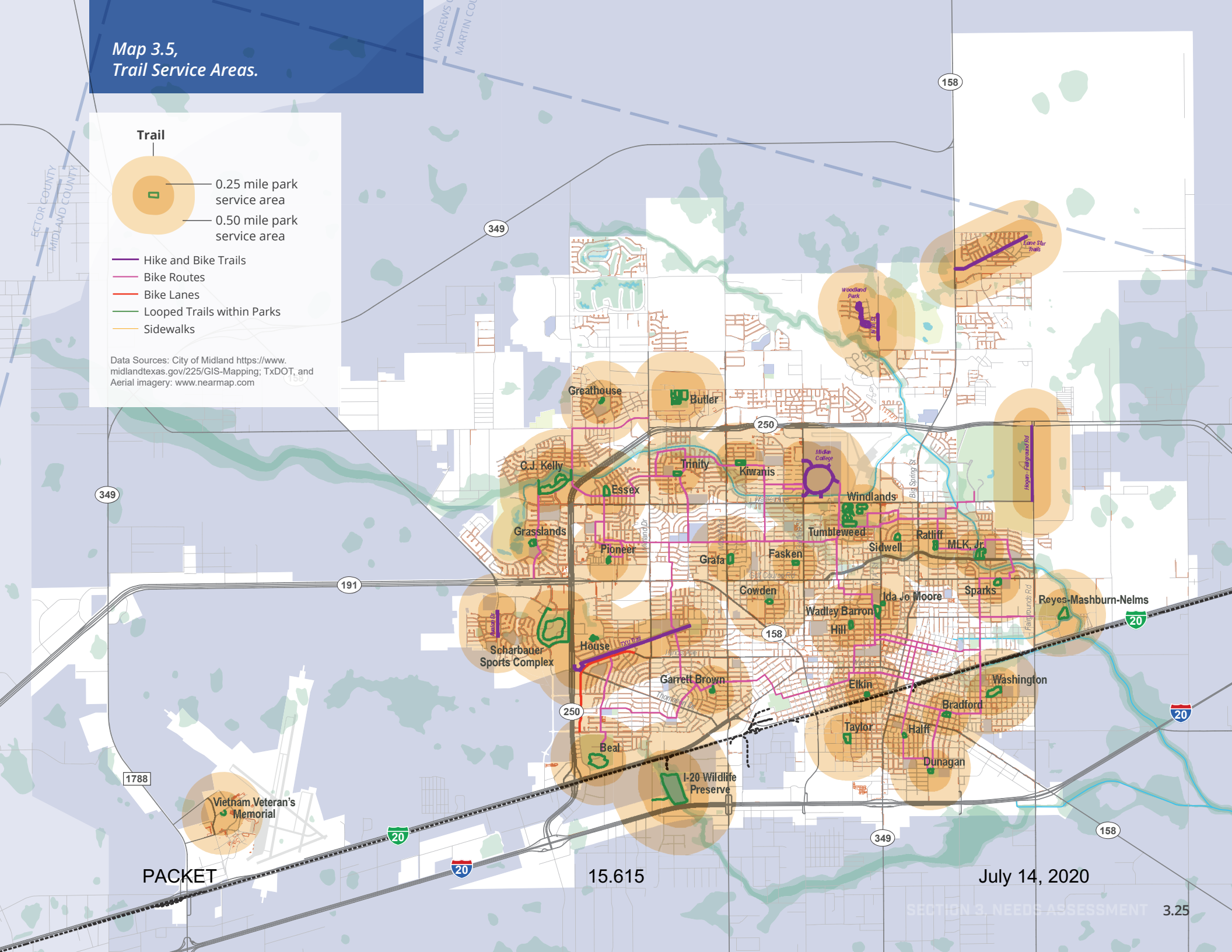
- 158,848 population (Low-Growth): 31.0 miles (deficit of 6.9 miles)
- 216,488 population (Moderate-Growth): 43.0 miles (deficit of 18.9 miles)
- 293,720 population (Low-Growth): 58.0 miles (deficit of 33.9 miles)

The majority of Midland residents do not have access to hike and bike trails and, instead, use the internal loop trails within parks. Public input from the survey and stakeholder listening sessions suggests residents utilize the looped park trails, but there is also a strong desire for long distance, off-road hike and bike trails that are safe.


Tumbleweed Park
Source: Halff Associates

PACKET 15.614 July 14, 2020

Map 3.5,
Trail Service Areas.



PARK FACILITIES

In addition to evaluating the quantity and location of parkland throughout the city, comparing the current and target levels of service for recreation facilities helps to evaluate the need for improvements to the park system (see **Table 3.2, *Target Level of Service for Facilities***). As population growth occurs, this evaluation will help to ensure that a variety of recreational opportunities are adequately provided throughout the city.

Current and Future Needs

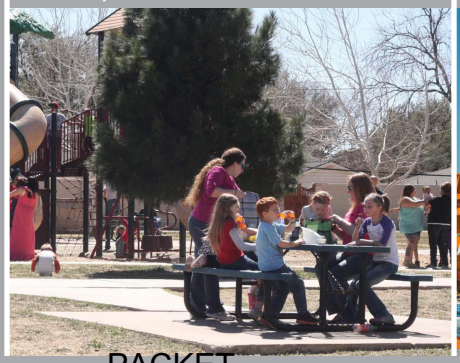
Some of the more notable deficiencies in the current park system include basketball courts, tennis courts, hike and bike trails, multi-use fields, sand volleyball courts, and picnic facilities. Although there is a high surplus of other active recreation facilities like baseball, softball, and soccer field, based on stakeholder and public input the quality of these facilities is poor. In fact, the condition of facilities in general is the second highest reason survey respondents don't use Midland parks. Other areas for improvement not listed in **Table 3.2** (facing page) include new and additional field lighting, field maintenance, weed control, spectator seating, shade structures, and an inadequate number of restrooms.

There is a deficit across all passive recreation facilities. There currently is no amphitheater or outdoor event space, no horseshoe pits, cornhole or other similar activities. Shade and shade structures was frequently discussed in the survey and stakeholder meetings, as well as the need for drinking fountains.

In regards to water recreation facilities, the climate in Texas requires an adequate number of activities involving water play. There are currently two public swimming pools in Midland, both of which have been updated and are very busy. There are a number of HOA pools (14 total) that help fill this need but are only accessible to residents of that subdivision. If HOA pools are not included, the City has a deficit of five public swimming pools. Feedback from stakeholder interviews and the survey shows people would like to see another pool, preferably an indoor pool similar to COM Aquatics but more oriented to families and recreation. There is also a significant deficit in splash pads; currently there are four in the city and two in HOAs. The target level of service for splash pads is one per 10,000 people. This requires 14 total for the current population and 22 total for the 2035 population. Splash pads were the second highest park facility survey respondents say they were the most dissatisfied with the City in providing.

Midland provides a variety of recreational opportunities, but the condition of the facilities is inadequate for the demand. After reviewing survey results and completing the needs assessment, a major cause for concern is park and facility maintenance and upkeep. In some instances, the need for maintenance may be rendering a facility essentially unusable. Based on public feedback, residents would prefer to have existing facilities improved upon before adding any new ones.

Picnic Facilities
Source: City of Midland



Swimming Pools
Source: City of Midland



Benches
Source: City of Midland



Athletic Fields
Source: City of Midland



PACKET 15.616 July 14, 2020

Table 3.2, Target Level of Service for Park Facilities (highlights the facility deficit)

Facility	City (50 parks)	HOA (22 parks)	Current Available (City + HOA)	Current LOS (One Facility per # Residents)	1996 NRPA LOS Standards (Residents per Facility)	2019 NRPA Agency Performance Review: Agencies with 1,500-2,000 Residents per Square Mile (Median Residents per Facility)	2019 Need Based on 136,089 (2017) Population	2019 Deficit or Surplus (Using 1996 NRPA LOS Standards)	2035 Need Based on 216,488 Population	2035 Deficit or Surplus (Using 1996 NRPA LOS Standards)
Baseball (Lighted)	17	0	17	8,005	30,000	12,527	4	Surplus of 13	7	Surplus of 10
Youth Baseball	31	1	32	4,253	5,000	6,597	27	Surplus of 5	43	Deficit of 11
Softball	15	0	15	9,073	5,000	11,917	27	Deficit of 12	43	Deficit of 28
Football Fields	2	0	2	68,045	20,000	25,320	6	Deficit of 5	10	Deficit of 9
Soccer Fields	66	2	68	2,001	10,000	13,173 (Adult) 7,000 (Youth)	13	Surplus of 55	21	Surplus of 47
Basketball Courts	13	1	14	9,721	5,000	5,971	27	Deficit of 13	43	Deficit of 29
Tennis Courts	0	37	37	3,678	2,000	N/A	68	Deficit of 31	108	Deficit of 71
Volleyball Courts (Outdoor)	9	0	9	15,121	5,000	N/A	27	Deficit of 18	43	Deficit of 34
Picnic Shelters	41	0	41	3,319	2,000	N/A	68	Deficit of 27	108	Deficit of 67
Playgrounds	45	13	58	2,346	3,000	3,163	45	Surplus of 13	72	Deficit of 14
Trails (miles)	17.5	2 Trails (mileage unknown)	17.5	7,777	10,000	N/A	13.6	Surplus of 3.9 miles	21.6	Deficit of 4.1 miles
Recreation Center	1	0	1	136,089	20,000	28,987	6	Deficit of 5	10	Deficit of 9
Gymnasium	1	0	1	136,089	20,000	31,539	6	Deficit of 5	10	Deficit of 9
Outdoor Pool	2	14	16	8,506	20,000	34,035	6	Surplus of 10	10	Surplus of 6
Indoor Pool	0	0	0	-	50,000	N/A	2	Deficit of 2	4	Deficit of 4
Golf Course	2	4	6	22,682	25,000	N/A	5	Surplus of 1	8	Deficit of 2

MIDLAND PARKS TOMORROW

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Doug Russell Pool

Source: Halff Associates, Inc.



C.J. Kelly Park

Source: Halff Associates, Inc.



Reyes-Mashburn-Nelms Park

Source: Halff Associates, Inc.

PURPOSE

The purpose of the previous three chapters was to provide an understanding of the current status of the City's park and recreation system as it exists today. **Chapter 4, *Midland Parks Tomorrow: Analysis and Recommendations***, creates a framework for implementation by focusing on key issues, and establishing a realistic vision, goals and objectives, followed by realizable action recommendations to address those issues. In this regard, the previous analyses have been used to identify the parks and recreational programming needs of Midland today and to the year 2035. Need is measured by determining whether the parks and recreation facilities are in sufficient supply, and whether they are located in convenient and accessible areas in close proximity to their users. Having applied the National Recreation and Parks Association (NRPA) and other acreage standards as well as the facility and equipment standards to the current and projected population of Midland, the projected acreage of new park demand and types of improvements needs have been identified. Similarly, understanding what types of resources (e.g., staffing), policies (e.g., parks to standards program), or other standards (e.g., site selection criteria) helps to set the stage for successful implementation on a year-by-year, decision-by-decision, basis. **Chapter 4, *Midland Parks Tomorrow: Analysis and Recommendations***, provides guidance for responsible parties regarding implementation and the order of priority for which these action recommendations should be initiated in order to be successfully completed.

STRATEGIC PERSPECTIVES

(GOALS, OBJECTIVES, STRATEGIES AND ACTIONS)

The following goals and objectives provide a framework for structuring recommended strategies and actions for achieving implementation priorities. For additional information on prioritization of future actions, refer to **Table 5.1, *Implementation Action Plan***, within **Chapter 5, *Implementation***.

GOAL 1 | DISTRICTION AND ACCESSIBILITY

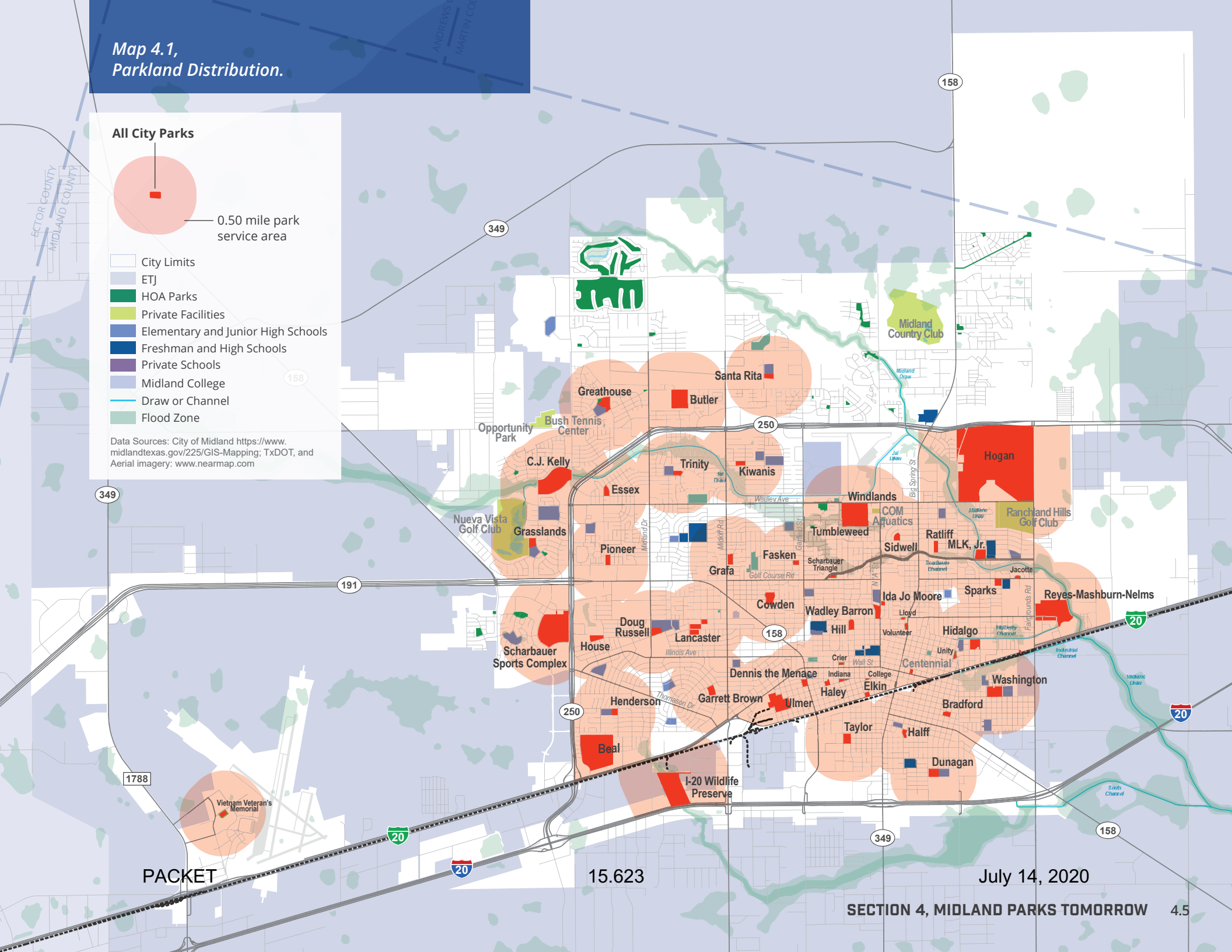
A variety of public passive and active parks and open space areas are equitably distributed throughout the City and its Extraterritorial Jurisdiction (ETJ) and provide safe and convenient access for Midland's residents.

Equitable Access to Parks and Open Space Amenities

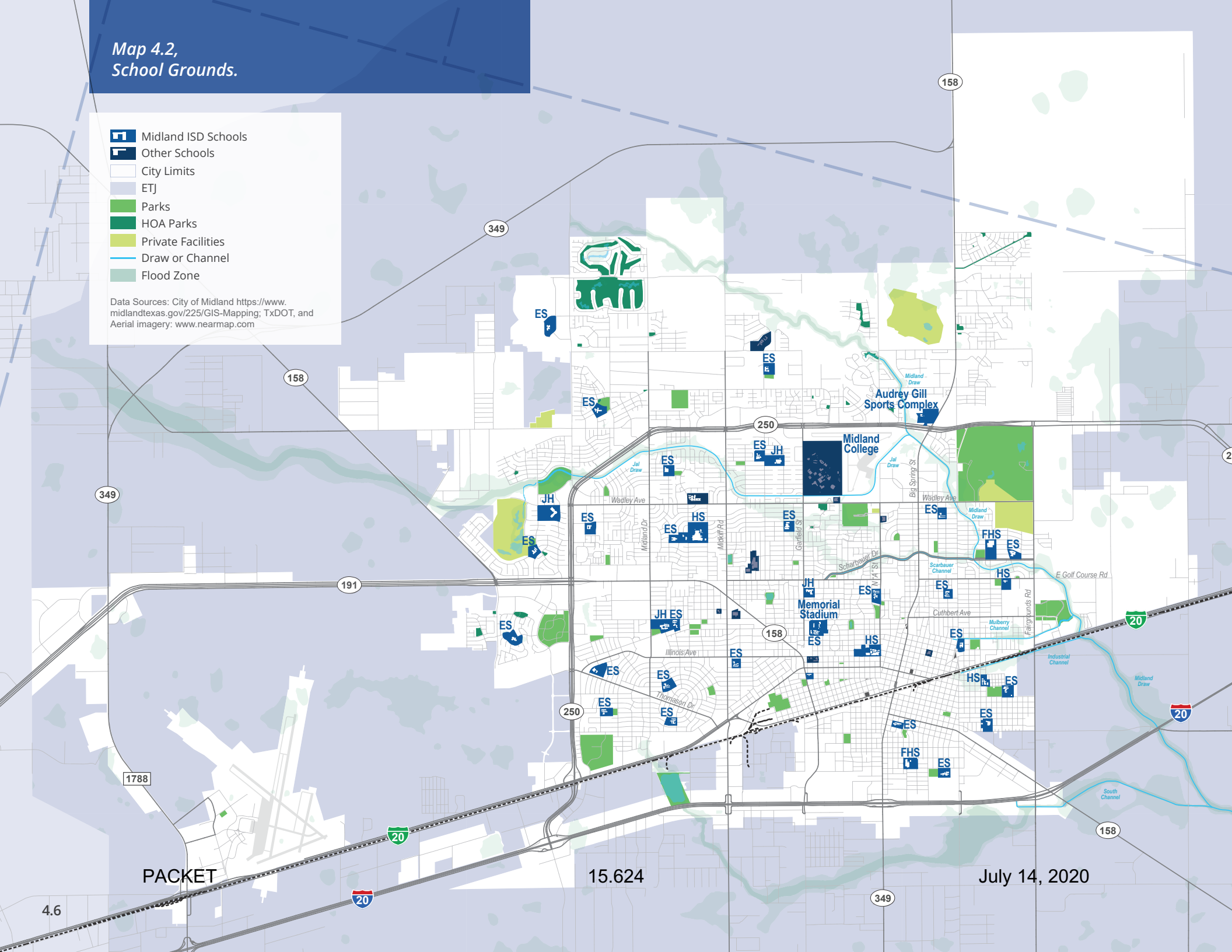
Safe and convenient access to Midland's network of parks, trails, and open space areas is a fundamental principle that should guide current and future improvements; and should be addressed at a variety of spatial scales. No one should have to drive to a park. This principle requires an even distribution of parks, recreational facilities, and open space areas throughout the City, in close proximity to the places where people live, including residential neighborhoods and subdivisions; as well as multi-use districts and office parks where people work. The latter of which is particularly important because many peoples' recreational activities occur in conjunction with their work schedule, either before work, during lunch, or on the way home after work.

Map 4.1, *Parkland Distribution* is a composite map, derived from combining **Map 3.2, *Neighborhood Park Service Areas and Pocket Parks***, **Map 3.3, *Community Park Service Areas***, and **Map 3.4, *Regional Park Service Areas***. This map illustrates the distribution and degree of accessibility of parks, special use facilities, and open space areas within the City and ETJ. As mentioned, everyone should be able to walk to a park. For analytical purposes a one-half mile radius was drawn around all parks, irrespective of classification (i.e., pocket, neighborhood, community, and/or regional), to represent a 10-minute walk to a park from any neighborhood or district. For the purposes of this analysis, it is assumed that all vehicular thoroughfares can be safely crossed by pedestrians wishing to access a park. When one factors in access to community parks it becomes clear that there is a fairly even distribution of parks inside of State Highway 250 (SH 250); particularly if one factors in Midland ISD school grounds as potential open space areas, as depicted in **Map 4.2, *School Grounds,*** on page 4.6. Outside of SH 250 is a different story, as there is a heavy reliance on home owner association (HOA) administered parks, as depicted in **Map 2.2, *HOA Park Facilities***.

Map 4.1,
Parkland Distribution.



Map 4.2, School Grounds.



OBJECTIVE 1.1

Assure an equitable geographic distribution of parks, recreation facilities, and open space areas that are accessible to all.

Growth Trajectory

As summarized in **Chapter 1, *Introduction***, Midland's population is estimated to grow by 80,000 persons over the next 15 years, reaching a projected population of 216,488 by 2035. Much of this growth will occur to the northwest and northeast, beyond SH 250. As indicated in **Table 3.1, *Level of Service***, demand for parks and open space will soon greatly exceed supply, particularly in these areas. From a planning perspective, it is far easier to plan for and acquire needed parkland before development occurs, compared to trying to retrofit parks and trails into existing development.

STRATEGY 1.1.1: Examine walking access to parks from each neighborhood and subdivision within the City.

ACTIONS and INITIATIVES

1. As a means of further defining geographic gaps in the distribution of parks and open space amenities, determine the percent of Midland's population who face a walk route of more than one-half mile to a park entrance from their home.

STRATEGY 1.1.2: Formulate a long-range parkland acquisition program.

As summarized within **Chapter 3, *Needs Assessment***, there is a current and future need to establish pocket, neighborhood, community, and regional parks north of SH 250.

ACTIONS AND INITIATIVES

1. Work with the Midland County Appraisal District to determine tracts of land that are likely not subject to oil and gas development.



Kiwanis Park
Source: Halff Associates, Inc.

2. Work with the City's Planning Division and the Midland County Appraisal District to identify available parcels of undeveloped land which are either within the 100-year floodplain or contain playa lakes (as depicted within **Map 3.1, *City of Midland Resources***), which may be available for purchase and are large enough to accommodate recreational facility / open space programming for a variety of park classifications.

3. Establish site selection criteria with which to prioritize decisions regarding new park property and/or acceptance of land donations (refer to ***Parks and Facilities Site Selection Criteria*** text box on facing page).

STRATEGY 1.1.3: Formulate a park development program for the Midland City Emergency Management's Harris Field parcel.

Analyze the feasibility and benefit of developing a publicly-accessible, multi-use, regional park surrounding the playa area within the Midland Emergency Management-owned land north of the Harris Field training facility, as depicted in **Figure 4.1, *Harris Field Playa***, and associated photographs.

STRATEGY 1.1.4: Ensure that residential developers construct park amenities in a timely manner.

ACTIONS AND INITIATIVES

1. Amend the City's Subdivision Regulations to include provisions and some degree of surety that will require developers to provide an implementation timetable for the installation of agreed-upon parks and other amenities (i.e., certificates of occupancy may be contingent upon completion of park and streetscape improvements).



"There are so many parks around Midland that would look beautiful with a body of water for visitors to bird watch, fish and so on. Midland really needs to consider playa lakes."

Figure 4.1, Harris Field Playa











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PARKS AND FACILITIES SITE SELECTION CRITERIA

There are various factors that influence the siting of parks and recreation areas. Among the criteria that influence site selection are the surrounding land use characteristics (e.g., type and scale of development, lot size), the size and anticipated use of the proposed area, and the potential physical development constraints and barriers (e.g., arterial (primary) roadways and other streets, waterways, and drainage ditches). The general site selection criteria and principal considerations for park and recreation facilities include the following factors:

Topography

— The park should have a land surface configuration (relief) to accommodate its intended uses, such as ball fields and open play areas. Some topography, even if created through cut and fill, is desirable to create visual interest and to offer additional opportunities for park uses such as mountain biking and hiking. There should be sufficient slope to allow for adequate storm water runoff from ball fields and other developed areas.

— Desirable views into and away from the site should be preserved and protected.

Soils

— The topsoil should be suitable for turf grasses and trees.

— The area should be protected from soil erosion during construction and designed to avoid erosion upon completion (e.g., through mulches, retaining walls).

Vegetation

— Natural or landscaped vegetation should include grass areas and trees with hardy, low maintenance species preferred for planted vegetation.

— Xeriscaping (a landscape style which requires little or no irrigation) is preferred to minimize required irrigation and maintenance given the local climate.

— Irrigation systems should be provided for intensively used areas such as playing fields and landscaped areas.

— Significant individual specimens or unique wildlife habitats are desirable.

— Interpretive signage should be provided to identify species and varieties of natural vegetation and to educate the public.

Access and Location

— All parks should be readily accessible to their users and convenient for pedestrians, bicyclists, and motorists.

— Parks should be accessible from collector (secondary) streets rather than arterial (primary) roadways.

— Parks should be located adjacent to trails and greenways to provide linkages to neighborhoods and other areas of the community.

— Joint use of sites for public parks and school use is highly desirable to maximize the public benefit and to be efficient in the expenditure of public resources.



"People are constantly looking for green nature areas for photo opportunities. Having a park/water garden/botanical garden area would help greatly."

Site selection criteria is particularly important when the site is associated with the construction of new parks in or around new residential subdivisions. The dedication of land for new parks should conform to site selection criteria and not be relegated to so much left-over, undevelopable land; particularly if the Parks and Recreation Division is to assume maintenance responsibilities for the new park.

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STRATEGY 1.1.5: Discuss with the Midland Independent School District (ISD) the prospect of executing a joint-use agreement for the use of school recreational facilities after school hours.

An opportunity to significantly enhance the number and availability of neighborhood parks and sports-related recreational facilities includes utilizing, through a joint use agreement, property owned by the Midland ISD. Use of these properties increases the number and distribution of available parks and recreation areas throughout the community, as illustrated in **Map 4.1, *Parkland Distribution***.

A more formalized reciprocal agreement should be pursued to address joint purchase, use and maintenance of school grounds and equipment, which may be mutually beneficial to the Midland ISD and City. Adoption of joint use agreements can be a cost-effective strategy for increasing physical activity among children and adults, and further extend the distribution and access of parkland to residents. The Midland ISD and local policymakers should ensure that the agreement:

— Clearly identifies eligible facilities that may be used for recreational purposes;

— Clearly defines eligible users and the times when facilities are available; and

— Specifies any liability and repair responsibilities for eligible users.

The Robert Wood Johnson Foundation provides resources to help develop and implement joint use agreements, including model agreements, as well as an overview of liability risks in all 50 states and a checklist for creating an agreement (refer to: https://www.rwjf.org/en/library/research/2012/02/joint-use-agreements-creating-opportunities-for-physical-activit.html).

ACTIONS AND INITIATIVES

1. The City, by way of its Parks and Recreation Division, should approach the Midland ISD to discuss the potential opportunities associated with a formal joint facility use agreements regarding school facilities within Midland's City limits and Extraterritorial Jurisdiction (ETJ).

INTERLOCAL AGREEMENT

Midland Independent School District (ISD) facilities and grounds are currently not open to the larger public. However, with an appropriate interlocal or joint use agreement in place, school properties can contribute to the parks and recreation facilities available to Midland residents. An interlocal agreement is a formal agreement that sets the terms and conditions for shared use of public property or facilities between two separate government entities, such as a public school and a city or county. With such an agreement, city governments can increase its residents access to parks and recreation by opening school playgrounds and facilities to the public when schools are not in session.

Midland ISD campuses cover approximately 984.7 acres of land. An interlocal agreement between the City and the school district will help align resources for Midland ISD and the City of Midland's Parks and Recreation Division to meet the needs of the community and facilitate cost-sharing for maintenance of recreational facilities. This will be particularly beneficial for neighborhoods that are under-served by the City but have school playgrounds and recreation facilities. As a result of an interlocal agreement, residents will be able to access playgrounds, basketball courts, running tracks, and walking trails on school property when schools are not in session, such as after school hours on weekdays, on weekends and on holidays. Community organizations will also gain access to fields and gymnasia to practice and compete.

An interlocal agreement between Midland ISD and the City's Parks and Recreation Division should:

— Define the hours of public access

— Provide guidelines for operation

— Establish roles and responsibilities for the ISD and City

— Establish liability

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2. Continue to explore broad ways with which to fund the development and operation of parks and facilities, and Midland ISD facilities through use of a variety of funding mechanisms and community involvement, which, at a minimum, could consist of grants, fundraising, development charges, and cost-sharing agreements with other parties.

3. Consider partnering with the Midland ISD to apply for funding through Every Child Outdoors (www. http:// everychildoutdoors.org/) for an Environmental Education grant. Research from Lawrence Hall of Science at University of California, Berkeley shows that on average, elementary school students receive less than 60 minutes of science instruction per week. ECO grantees participate in 14 hours of interactive science instruction, which equates to 14 weeks of science.

OBJECTIVE 1.2

Ensure that Midland's parks, recreational facilities, and open space areas are accessible and within safe walking distance for the City's residents.

Recognizing the importance of accessible parks, cities across the country have adopted specific goals for park access based on walking distance. The national leaders in terms of park access include Boston, New York City, Denver, San Francisco, Seattle, Minneapolis, and Chicago.

— In Denver, more than 90 percent of residents live within six walkable blocks of a park, which is tracked with GIS analyses to ensure the parks are safely accessible by pedestrians. The City recently raised the park accessibility goal to four blocks for urban areas.

— Seattle has a one-eighth mile goal for urban parks in urban areas, and one-quarter to one-half mile for neighborhood parks. More than 79 percent of children live within one-quarter mile of a park.

— Minneapolis adopted its six-block goal more than 50 years ago, and now more than 99.4 percent of the City's residents live within six blocks of a park.

— In Boston, 97 percent of children live within one-quarter mile of a park. Only 2,900 children do not live within walking access of a park.

— In New York City, 91 percent of children live within one-quarter mile of a park.

— In San Francisco, 85 percent of children live within one-quarter mile of a park.

— In Chicago, more than 90 percent of the City's 2.9 million residents live within one-half mile of a park or play lot. The City's current goal is for each city resident to live within one-tenth mile from a "mini park" in urban areas, one-quarter mile from neighborhood parks, and ½ mile from community parks.

Other cities have followed suite by adopting similar accessibility goals. St. Paul, Minnesota; Miami, Florida; Detroit, Michigan; and Long Beach, California, are all working to meet a one-quarter mile goal for urban areas, while another 21 cities, including El Paso, Texas, are working to meet goals ranging from a five-minute walk (one-quarter mile) to one-half mile distance. Midland should follow suit. As evidenced in the survey responses, when it comes to residents' park, recreation, or cultural activity wish list, regarding what people would like to see in their parks, beyond the desire for splash pads, interest in additional recreational trails scored a close second place (refer to **Chapter 3, *Needs Assessment***, page 3.7). Indeed, for several years in a row, the most popular outdoor recreational activities in the United States are cycling, running, and walking, with walking in the Number 1 spot (source: https://enjoytheoutdoorlife.com/).

From a vehicular transportation standpoint, beyond their Smart Phone map applications and their car's navigation system, motorists require directional and wayfinding signage in order to know how to reach parks and recreational facilities.

STRATEGY 1.2.1: Ensure parks are accessible, safe, and connected to their adjacent neighborhoods and other areas of the City.

As summarized in the ***Park Conditions Assessment*** (refer to Appendix C), several parks lack sufficient means with which to access parks.

1. Work with the City's Engineering and Transportation Department to improve off-site accessibility to each park by developing a sidewalk improvement program to repair, replace, or install new sidewalks, crosswalks, and curb cuts, in high pedestrian use neighborhoods immediately surrounding the parks, schools, and other community facilities.
2. Improve on-site accessibility for persons with physical disabilities, the elderly, people with strollers, among others, so one can travel from off-site (i.e., neighborhoods) or the park's parking lot, into and through the park to reach park amenities.
3. Ensure that ADA-compliant, handicapped accessible ramps, play structures, and equipment are incorporated into every municipal park.
4. Add lighting in parks, school sports fields, at greenway trailhead parking lots and along greenways where needed.
5. Ensure that the City's land development codes and subdivision regulations promote connectivity as part of infill and new development.

STRATEGY 1.2.2: Develop and implement a distinctive directional signage and wayfinding system for key parks and attractions in and around the City.

As noted in the ***Park Conditions Assessment***, **General Findings**, in almost all cases, park directional signage was generally absent from the thoroughfares leading to parks and recreational facilities; which underscores the need for directional (wayfinding) signage to parks. This would greatly improve the overall awareness of the park system and improve park visibility within the community. The City should consider means through which to enhance its park branding program, whereby a unique image is portrayed through consistent signage and design features in each park. This would serve as a unifying element and provide for visual consistency and legibility.

ACTIONS AND INITIATIVES

1. Ensure there is adequate directional / wayfinding signage leading to Midland's parks and recreational facilities.
2. Identify the principal and secondary thoroughfares that lead to each park and identify locations for directional signs at one-half mile intervals, beginning one mile from each park.

OBJECTIVE 1.3

Develop an interconnected, multi-use, active transportation network that provides access and connectivity to parks and recreational facilities throughout the community.

To encourage and facilitate use, Midland's system of parks, recreational facilities, and open spaces need to be accessible and connected via a network of safe, active transportation corridors and travel ways, including sidewalks, off-street recreational trails, and on-street bike lanes.

STRATEGY 1.3.1: Continue to develop a City-wide multi-use trail system to provide bicycle and pedestrian connectivity throughout the community – particularly in locations that provide linkages between key destinations, such as neighborhoods, parks, and schools.

While cycling is a very popular recreational past time in the Midland-Odessa area most cycling enthusiasts travel to other places to go cycling, due to unsafe conditions associated with having to share the road with vehicles. According to the Midland District Attorney's office, in 2018 there were over 30 deaths caused by intoxicated drivers (Jakob Brandenburg, Oct 04, 2018. "Man sentenced to 18 years for killing two Midland cyclists." https://www.cbs7.com/). A culture of safety needs to be established and enforced within the

City of Midland, so residents have multi-modal options when traveling from points of origin, such as their home, to key destinations.

ACTIONS AND INITIATIVES

1. Continue to utilize the ***2015 Connecting Midland Hike and Bike Trails Master Plan*** to evaluate potential sidewalk, off-street recreational trail, and on-street bike lane connections throughout the City. Update the ***Midland Hike and Bike Trails Master Plan*** as appropriate.

2. Utilize the ***2015 Connecting Midland Hike and Bike Trails Master Plan*** to plan trailhead locations and furnishings, including wayfinding and interpretive signage; benches, bollards, waste receptacles; parks, and other amenities.

3. Working with the City's Engineering and Transportation Department and Planning Division, further evaluate the feasibility of developing an active transportation corridor demonstration project along the Midland Draw, as depicted in **Figure 4.2, *Midland Draw Active Transportation Corridor,*** on page 4.14. This pedestrian corridor will likely be a combination of dedicated on-street bike lanes and off-street recreational trails.

4. Evaluate the use of different types of barriers to provide a structural separation between on-street bike lanes and traffic lanes, as depicted in **Figure 4.3, *Bike Lane Protection Options,*** on page 4.15.

5. To increase the visual distinction between bike lanes and vehicular lanes, consider bike lane striping and painting options, as depicted in **Figure 4.4, *Bike Lane Painting Options,*** on page 4.15.

STRATEGY 1.3.2: Work to advance a culture of bicycle safety.

ACTIONS AND INITIATIVES

1. Work with the Permian Basin Bicycle Association and the Permian Basin MPO's Bicycle and Pedestrian Advisory Committee to expand public access to and understanding of bicycle safety, including the City of Midland's Safe Passing law (adopted January 1, 2019).

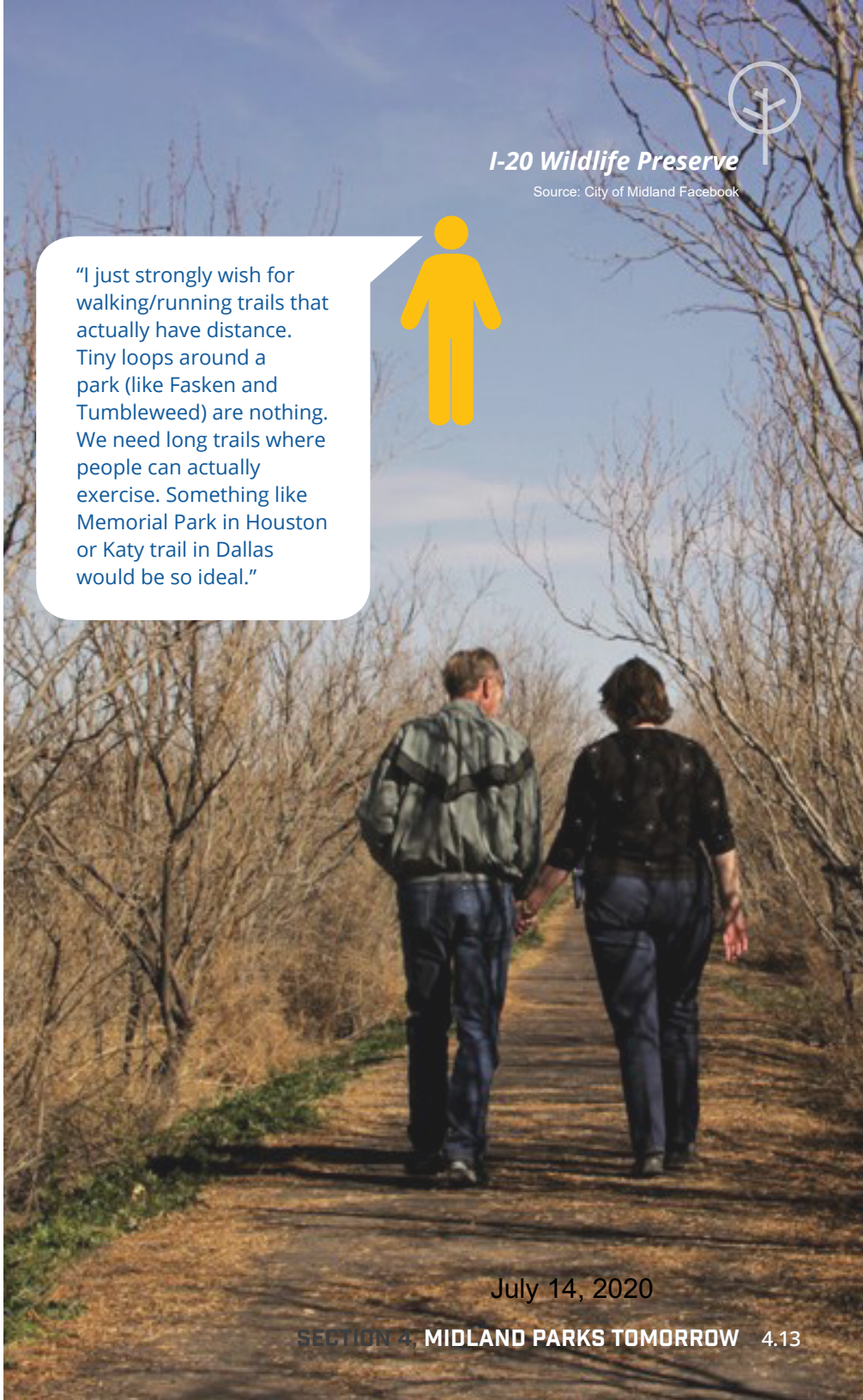
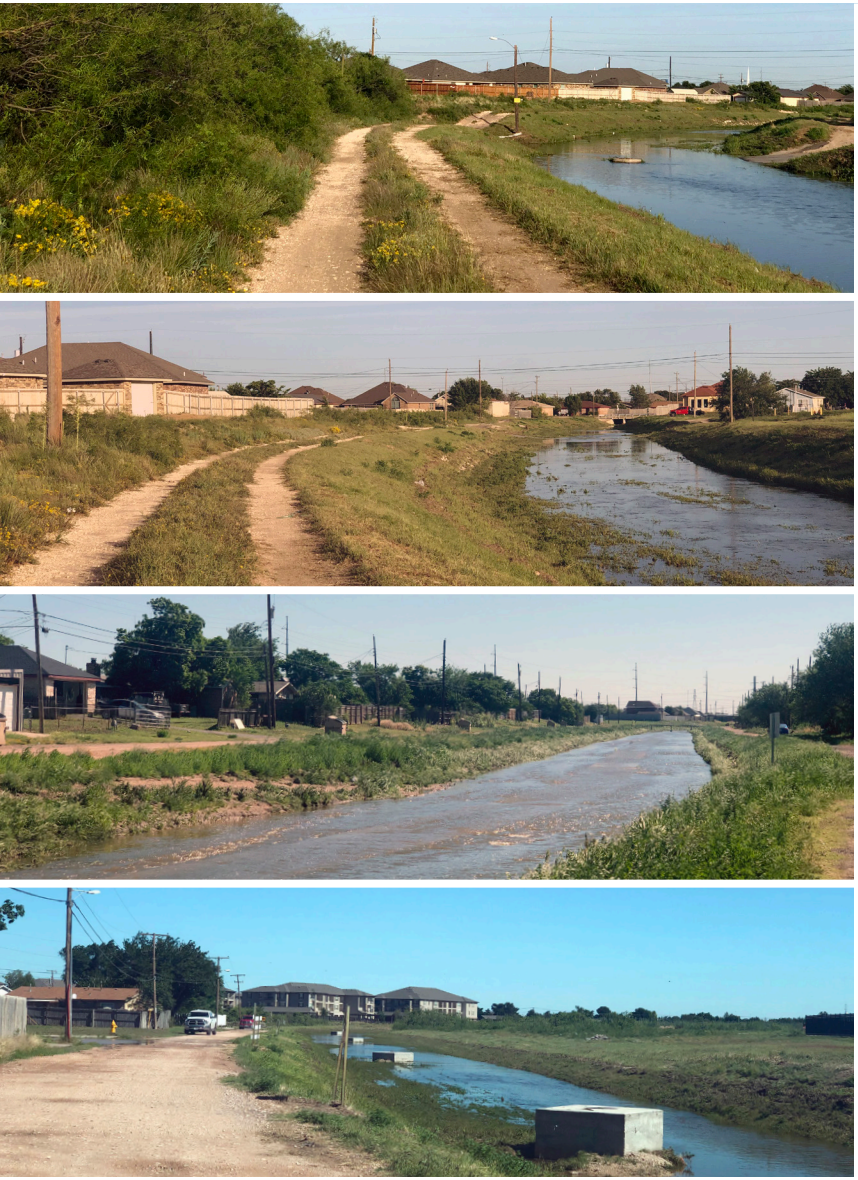
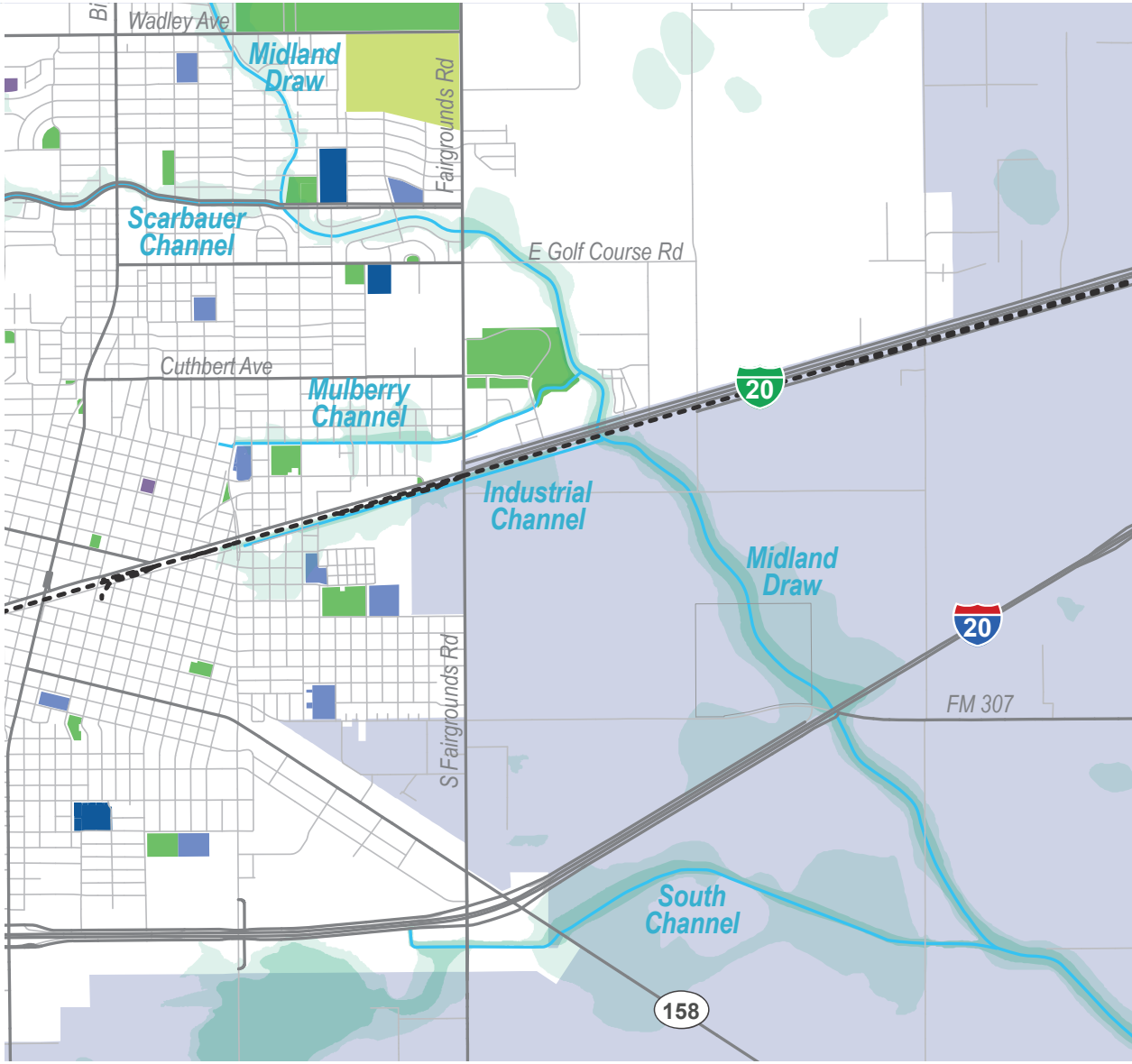


Figure 4.2, Midland Draw Active Transportation Corridor





Source: Halff Associates, Inc.

"More **BIKE TRAILS**. Traffic is crazy and there is no where to ride bikes.

Figure 4.3, Bike Lane Protection Options



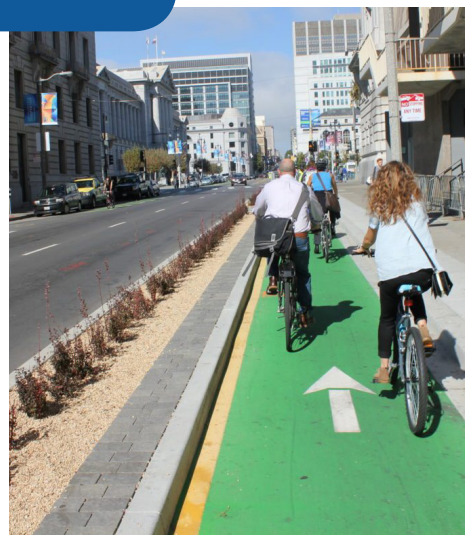
Source: Longmont Observer



Source: Greater Greater Washington



Source: 100 Resilient Cities

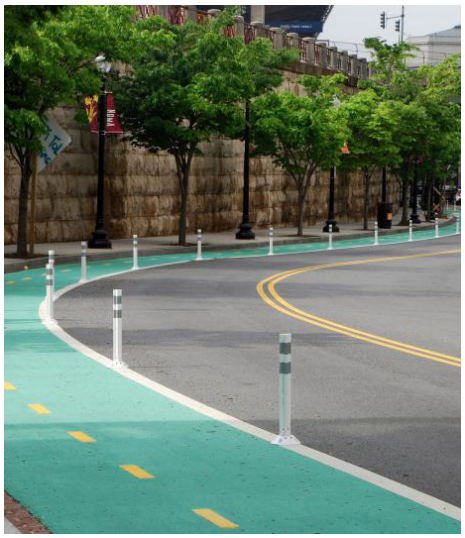


Source: Alta Planning and Design

Figure 4.4, Bike Lane Painting Options



Source: California Economic Summit (https://caeconomy.org/)



Source: https://www.zoomerradio.ca/



Source: Rivard Report, San Antonio



Source: Bklyner

GOAL 2 | EVENTS, PROGRAMS, AND FACILITIES

A diverse, multi-generational offering of events, recreational programs, and facilities serves residents and attracts regional users.

OBJECTIVE 2.1

Prioritize and implement a range of recreational facilities and programs that meet the needs of all age groups, in all socioeconomic categories.

In principle, each of Midland's regional, community, and neighborhood parks should provide recreational opportunities (active and passive, athletic and non-athletic, helix and non-helix sports) for residents of all ages and abilities.

Strategy 2.1.1: Continue to periodically monitor and quantify park and recreational facility use.

ACTIONS AND INITIATIVES

1. Develop means through which to monitor and quantify, on an annual basis, parks and recreational facilities use. As discussed in **Strategy 2.1.7**, re-program parks as needed to ensure continued and enhanced active and passive recreation.
2. Continually monitor national trends regarding park use and identify best practices which may be applicable to Midland's parks program.
3. Beyond programming and maintaining recreational facilities and equipment for children and adolescents engaged in organized, team-oriented, active recreational sporting events (e.g., baseball and football), consider passive recreational enhancements for other demographic sectors of the community, including young people not involved in team sports, and senior citizens.
4. Encourage coaches of sports leagues and clubs to receive input from participants, via a post-season survey, and provide feedback on successes and failures of the sports program.
5. Track sports league and club participant numbers to be able to quantify increases or decreases in youth participation, on an annual basis.

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STRATEGY 2.1.2: Acknowledge that parks and recreation needs evolve over time with changes in demographic characteristics, and respond accordingly.

There are several national trends that should be acknowledged as the City plans improvements for its parks and recreational programs, including the following:

— Increasingly, people suffer from a lack of free time. This represents a significant barrier to participation in recreation and cultural activities for both youth and adults. As a result, parks and recreation departments across the country are adjusting their schedules and providing longer operating hours and flexibility in scheduling recreation programs in order to accommodate people's busy schedules.

— More people are physically inactive; resulting in increased cases of obesity, particularly among youth, and chronic disease such as diabetes, heart disease, etc. Reliance on automobiles has created a culture of driving to destinations as opposed to encouraging active forms of transportation such as walking or cycling. The popularity of video games, Internet and television, are out-competing physical activities. Parks departments are routinely having to add and revise programs and opportunities to address obesity.

— Recent studies indicate a range of emerging parks and recreation activities, including a growing demand for spontaneous, unprogrammed recreation and cultural activities; where people can drop-in at their own convenience and take part in a pick-up game of some sort (responds to lack of time). Additionally, there is increasing interest in field sports beyond football and soccer. Non-traditional sports, such as ultimate frisbee, disc golf, skateboarding, sand volleyball, and cricket are increasing in popularity. Demand for passive recreational activities in parks, such as walking, bird-watching, picnicking, and fishing, are also increasing.

STRATEGY 2.1.3: Develop a demonstration adventure playground program and facility within an existing park.

STRATEGY 2.1.4: Develop an adventure park ropes and orienteering program and facilities.

STRATEGY 2.1.5: Reprogram and re-design under-performing parks and recreational facilities.

Undergo an aggressive park enhancement program to rapidly improve the condition and appearance of the parks that received a score higher than 1.25 in the ***Park Conditions Assessment*** (refer to **Appendix C, *Park Conditions Assessment***, **Table C.2a, *Park Conditions Assessment***). These parks include:

— Beal Park
— Butler Youth Sports Complex
— C.J. Kelly Park
— Doug Russell Pool
— Martin Luther King Jr. Park
— Reyes-Mashburn-Nelms Park
— Ulmer Park
— Windlands Park
— Bradford Park
— Cowden Park
— Dunagan Park
— Elkin Park
— Essex Park
— Garrett Brown Park
— Barney Grafa Park
— Grasslands Park
— Haley Park
— Halff Park
— Henderson Park
— Hidalgo Park
— Ida Jo Moore Park
— Kiwanis Park
— Lancaster Park
— Santa Rita Park
— Sidwell Park
— Taylor Park
— Trinity Park
— Tumbleweed Park
— College Avenue Triangle
— Crier Park
— Indiana Avenue Triangle
— Jacotte Park
— Lloyd Park
— Scharbauer Drive Triangle
— Unity Park
— Volunteer Park

The elements requiring improvements are identified in **Appendix C, *Park Conditions Assessment***, and the strategies below.

ADVENTURE PLAYGROUNDS

Unlike traditional playgrounds, adventure playgrounds are designed to be free form so that children can have freedom and self-direction over the way that they play. Adventure Playgrounds are premised on the principle of play-work, which has roots in the United Kingdom. Playwork involves removing barriers to play and creating flexible play environments which are controllable by the children. Adventure parks don't have playground equipment designed by adults for prescribed play, such as swings, see-saws and merry-go-rounds. Instead they have loose parts, structures, tools, and supplies that have no pre-determined purpose.

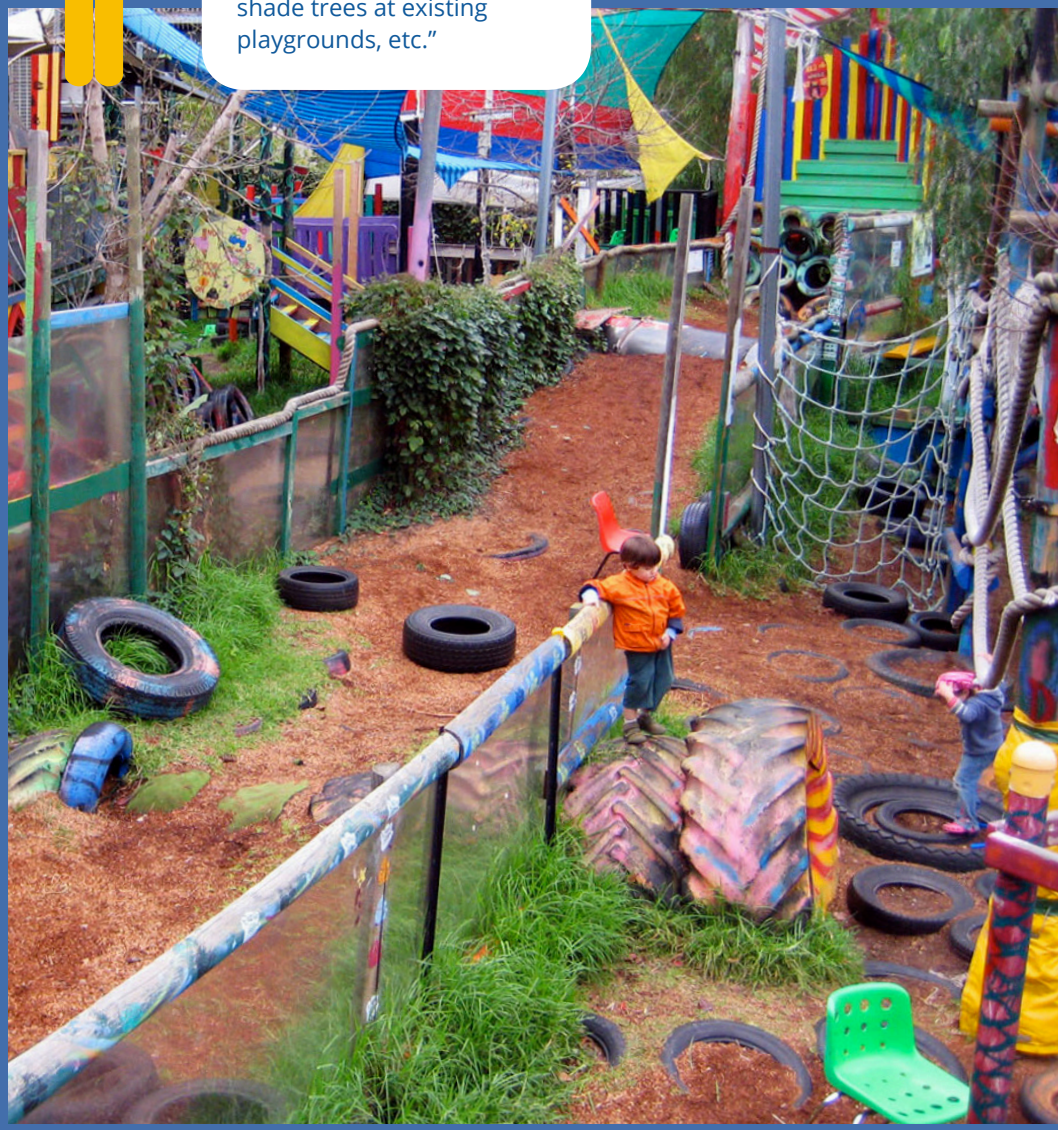
A typical adventure playground has a sands pit, water hoses, ropes, and loose parts. The children in the playground decide how to play with these parts and can ask for other supplies, as needed. Their play involves building things from loose parts or creating forms from sand, water and other natural elements. The purpose of free form play through playwork is to encourage self-direction, creativity, and learning through experience.

An important component of adventure playgrounds are playworkers, who may be parents or designated playground staff. They help facilitate the play but do not direct it. They also monitor the playground environment to ensure an adequate supply of differentiated supplies, and remove objects that are hazardous, for example, a nail protruding from a piece of wood that is not easily visible to the playing children.

Houston has one of only six adventure playgrounds in the country at the Parish School in the Spring Branch neighborhood. The Parish School adventure playground helped children synthesize and personalize information from changes in their world after Hurricane Harvey in 2017. According to a playworker at the playground, the most popular area of the playground was the sandpit, where, after the hurricane, children created a giant lake and experimented with building channels, flood gates and reservoirs synthesizing information from their world into play through experience.

Source: Zinn, J. (February 12, 2019). Adventure Playgrounds Put Kids in Charge of How They Play and Create. Retrieved from https://www.houstonpublicmedia.org

"I would love an adventure playground here in Midland, more splashpads, an indoor playground, more shade trees at existing playgrounds, etc."



Source: On Adventure Playgrounds and Multi-Use Destinations, Project for Public Spaces. https://www.pps.org/article/on-adventure-playgrounds-mutli-use-destinations

The St. Kilda Adventure Playground just outside of Melbourne, Australia / Photo: Fernando de Sousa via Flickr

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ADVENTURE PARKS

Offering a variety of outdoor adventure activities, adventure parks are increasingly gaining popularity around the country. The activities offered include hiking, rope climbing, bouldering, rock climbing, zip-lining, and traversing obstacle courses. Adventure parks are premised on the idea that outdoor activities provide recreation through mental and physical challenges as well as the social interaction provided by teamwork.

Adventure parks can be of varying sizes and can be designed to cater to a high volume of visitors. Almost all adventure parks include climbs and aerial traversing through zip lines or rope courses. Some parks also offer bungee jumping, wall climbing, and even sightseeing trams. Increasingly, adventure parks are catering to families and young children by incorporating traditional recreation into adventure activities. The Jackson Hole Grand Adventure Park offers bike parks, disc golf, and spray grounds alongside adventure activities. The Adventure Park at Nashville offers nighttime rope climbing in tree canopies with light shows and music.

An optimum location for developing an adventure park would be close to high-density urban area or tourist destination, such as a resort or amusement park. In Europe, ski-resorts also serve as adventure parks in the summer. There are over 200 aerial adventure parks in the United States. Some have utilized revenue-sharing agreements with schools and nonprofits to lease vacant land and create longer zip line circuits.



Source: O'Neil, D. (August 17, 2016). Adventure Parks Are the New Amusement Parks. Retrieved from https://www.outsideonline.com/2106431/

ACTIONS AND INITIATIVES

1. Budget consultants fees for park redesign / redevelopment in the City's Capital Improvement Program (CIP).

2. To ensure broad-based community support and participation, facilitate design workshops for the preparation of redevelopment plans and design development for park properties which remain underutilized. Work with a local consultant to prepare a community-based park improvement program. Schedule, and budget, based on the findings within the ***Park Conditions Assessment***.

STRATEGY 2.1.6: Construct a shaded Fitness Court at Dennis the Menace Park and Windlands Park.

ACTIONS AND INITIATIVES

1. Evaluate the best locations for each Fitness Court, including:
   - the west side of Dennis the Menace Park, south of the new splash pad
   - adjacent to the parking lot at Windlands Park, in proximity to the location of the existing exercise facility

STRATEGY 2.1.7: Prioritize parks renovations and enhancements recommended within the *Park Conditions Assessment*; beginning with a major renovation of the bath house at the Doug Russell Pool.



Source: Halff Associates, Inc.

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STRATEGY 2.1.8: Introduce an educational dimension to Midland's parks, trails, and open spaces.

ACTIONS AND INITIATIVES

1. Work with Midland College and the science departments within Midland ISD schools to develop interpretive/environmental signage for Midland's parks and recreational trails.

STRATEGY 2.1.9: Make Midland's parks a network of Wi-Fi hotspots.

To increase the public's use of Midland's parks, investigate the feasibility of providing Internet access at community and regional parks.

ACTIONS AND INITIATIVES

1. To determine feasibility, identify and research case studies of cities that have Wi-Fi hotspots in parks.
2. Identify a viable demonstration park, such as Beal Park or Hogan Park, within which to test the Wi-Fi concept.
3. Monitor demonstration park to determine degree of additional use it receives.

STRATEGY 2.1.10: Take full advantage of unprogrammed public open space.

ACTIONS AND INITIATIVES

1. Routinely post on social media and send via email blasts, reminders to Parks and Recreation Division constituencies about the passive and active recreational opportunities the Division's parks and open space areas provide for Midland's citizens, beyond playgrounds and sports fields.
2. Embrace electronic media and ways in which young people can apply computer and smart phone-based games to Midland's parks system. This may include geo-caching and other scavenger hunt-type games.

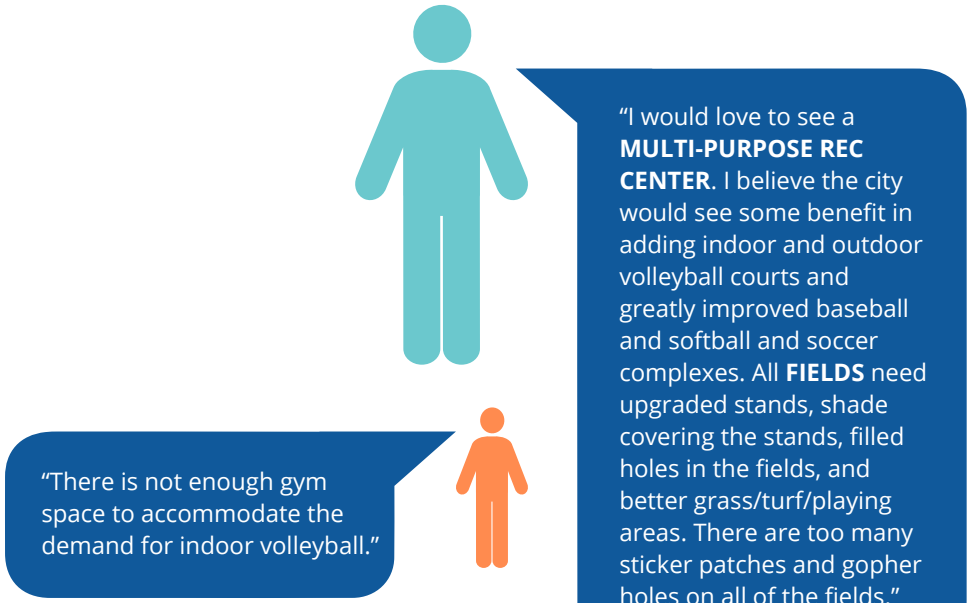
STRATEGY 2.1.11: Consider developing an additional recreational center.

The Martin Luther King, Jr. Community Center is fully programmed and does not have the scheduling or spatial capacity to take on additional recreational programs. There is warrant for an additional center for indoor recreational and fitness activities. An additional recreation/fitness center could be located either at Beal Park or Windlands Park.

ACTIONS AND INITIATIVES

1. Consider partnering opportunities with Midland College to construct a joint-use recreational / fitness facility at Windlands Park.
2. Work with a local architectural firm to develop a working program and space plan with which to establish some budgetary parameters.

STRATEGY 2.1.12: Consider developing a new community services facility to replace Midland's Health and Senior Services Department.



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STRATEGY 2.1.13: Develop a renovation program for the Scarborough-Linebery House.

The Scarborough-Linebery House was built in 1907 for Kara and W.F. Scarborough, and was the family home for 90 years before being given to the City of Midland. The home and cottages were recorded as a Texas Historical Landmark in 1965 as the complex represents a classic example of the, "ranch-style architecture characteristic of West Texas cattlemen" (though it was later enlarged). The historical home is open by appointment for tours, and serves as a venue for luncheons, dinner parties, day retreats, weddings, receptions, and backyard functions. The City is interested in restoring the historic home and the two associated cottages.

ACTIONS AND INITIATIVES

1. Work with the Texas Historical Commission (THC) to determine the architectural features and elements which contribute to the buildings' significance; to make sure that these elements are not compromised in any way; so the site and its structures can maintain a high degree of historical integrity.
2. Work with a local historical architect to determine what work needs to be completed to stabilize the buildings and prevent them from falling into further decay.
3. Work with the THC to develop a building and site restoration program that is in compliance with the U.S. Secretary of Interior's Standards for Rehabilitation.

Figure 4.4, Scarborough-Linebery House



GOAL 3 | OPERATIONS AND MAINTENANCE

Midland's parks are maintained, updated, and enhanced in a sustainable and cost-effective manner.

OBJECTIVE 3.1

Plan for a high-quality, well-maintained parks system which meets the needs of its users.

Enhance the function, maintenance, and programmatic opportunities of City parks and recreation facilities through the provision of sufficient funds, staffing, and equipment.

STRATEGY 3.1.1: Develop a Park Standards Manual.

A park standards manual establishes minimum design, construction, and performance expectations for the City's park furnishings, equipment, and amenities. The intent of the Standards Manual is to inform and guide park and open space planning, and, capital improvements and maintenance, in order to sustain life-cycle resource investments within the public realm.

ACTIONS AND INITIATIVES

1. Based on the Park Standards Manual, implement a Work Order Management System. A work order system should be used to track life cycle maintenance requirements that are tied to weekly and monthly work orders. This will help the Parks and Recreation Division's staff to stay ahead of preventative maintenance and reduce breakage of park facilities and equipment.

2. Create work plans based on maintenance standards. Maintenance standards should be based on a series and tasks which follow NRPA best practices, and the frequencies with which Midland's Parks and Recreation Division staff carry-out those tasks. The Division can customize the standards based on the park and recreation values of Midland's residents and then adopt the maintenance standards and ensure they are implemented based on a predetermined maintenance schedule.

STRATEGY 3.1.2: Develop a park asset replacement schedule.

Develop an depreciation program and replacement schedule for all parks facilities and equipment (all depreciable capital assets).

ACTIONS AND INITIATIVES

1. Based on past experience, develop a realistic lifespan for all physical assets, to begin at the time of installation.
2. Calculate the estimated annual depreciated value of all assets, and incorporate into a budgetary line item within the Parks and Recreation Division's annual budget.
3. Develop an asset replacement schedule for all facilities and equipment within Midland's parks.

STRATEGY 3.1.3: Document existing facilities and equipment that are part of Midland's parks and recreational trails.

To estimate any deficiencies in the provision of parks and recreation equipment, compared to NRPA standards, as well as evaluate the relationship of park facilities to other infrastructure (e.g., parking lots, thoroughfares and sidewalks, etc.) document the location and condition of all parks improvements.

ACTIONS AND INITIATIVES

1. Develop as-built documents which identify and locate all of the facilities and equipment within Midland's parks and recreational trails. Locate and install additional parks equipment (e.g., picnic tables, grills, waste receptacles, benches, etc.) according to quantities and spatial relationships outlined within the recommended Park Standards Manual.

STRATEGY 3.1.4: Develop a maintenance manual for all parks and open space areas administered and maintained by the Parks Division.

Develop a seasonal maintenance plan and schedule for each park. Include preventative maintenance measures as well as routine annual/semi-annual upkeep of facilities and equipment in order to increase the lifespan, as outlined within the park asset replacement schedule (proposed in **Strategy 3.1.2**).

STRATEGY 3.1.5: Continue to expand Midland's urban forest canopy through planting additional trees in the City's parks.

ACTIONS AND INITIATIVES

1. Utilize the ***Park Conditions Assessment*** to determine which parks warrant additional tree planting.
2. Develop a spreadsheet of planting projects for third-party benefactors interested in enhancing Midland's system of parks.

OBJECTIVE 3.2

Position Midland's Parks and Recreation Division to achieve excellence.

Ensure the success of Midland's Parks and Recreation Division through the continued professional development of the staff and division.

STRATEGY 3.2.1: Ensure the success of Midland's Parks and Recreation Division through the continued development of its staff.

ACTIONS AND INITIATIVES

1. Encourage employees' membership and active participation in professional or trade organizations.

2. Conduct annual mission and goal development sessions with Parks Division staff.

3. Incorporate departmental goals into employee's annual appraisals.

4. Continue to support staff to obtain professional certifications such as Certified Park and Recreation Professional (CPRP), the Certified Playground Safety Inspector (CPSI) program, and others.

STRATEGY 3.2.2: Consider additional recruitment / retention incentives for Parks Division maintenance staff.

ACTIONS AND INITIATIVES

1. Work with City of Midland's Human Resources Department to consider elevating staff compensation levels and other potential incentives, such as signing bonuses, to attract and retain potential candidates.

2. Provide clear pathways for advancement within the Parks Division.

STRATEGY 3.2.3: Maintain strong internal communications with other municipal departments, and appointed and elected officials.

1. Submit quarterly briefings and annual progress reports to the City Council to inform them of the implementation status of Master Plan strategies and recommendations.

2. Assess and internally update this master plan on an annual basis to determine revised areas of need based on recent developments, and modify the capital improvement plan according to changing circumstances and priorities.



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GOAL 4 | SPORTS

A variety of tournament-quality multi-use sports facilities for the economic and recreational benefit of the community.



"Plano has the PSA (Plano Sports Authority) that provided ALL of the youth sports and was very good. It made it very nice to have it all consolidated and the fees went to support the programs overall without being a burden on the tax base."

"Updates to our **BASEBALL FIELDS** would bring more tournaments to Midland. As they stand now, people choose not to play the Midland tournaments."



OBJECTIVE 4.1

Develop the skills, abilities and talents for residents of all ages.

Support the City's sport associations in increasing and sustaining membership and participation levels.

STRATEGY 4.1.1: Establish policies and incentives that promote equitable opportunities for all children to be able to participate in youth recreational sports and other publicly-funded activities.

There is a significant difference between youth competitive sports and youth recreational sports. Refer to lists below:

Competitive

- Competitive sports are much more time-consuming and require a huge commitment
- Tryouts are held to categorize players according to skill
- The teams are usually harder to get onto (closed tryouts)
- Players are recruited to play on a team
- No league boundaries
- Teams usually travel for tournaments held on the weekends, Saturday and Sunday
- Coaches are more likely to be paid, experienced coaches and not just volunteers
- Team fees are higher for uniforms, equipment and entry fees
- There are other costs that come as a result of traveling: gas, food, hotel
- Many competitive sports are played year-round
- No limit on practice time
- Playing time is not guaranteed

Recreational

- Everybody plays
- One-time registration fee, includes uniform
- Players have an opportunity to develop fundamental skills
- No travel is required
- Often, coaches are parent volunteers
- Limited practice time
- The league starts and ends during a specific season (baseball-spring)
- Games are local

ACTIONS AND INITIATIVES

While youth competitive sports may be an attractive enterprise for some youth who may be interested in continuing their sports career through college (which may include sports scholarships) and on to professional careers in sports, as a public sector agency, the Parks Division's objective is to facilitate youth recreational sports and provide youth throughout the City the opportunity to be active and participate in sports of their choosing, irrespective of their capabilities and skills in a particular sport.

ACTIONS AND INITIATIVES

1. Give priority to any and all sports leagues wishing to use municipal fields and facilities which do not require interested participants to have to "try out" for a position on a team.

OBJECTIVE 4.2

Enhance the economic development value of Midland's parks system.

According to a ***VisitMidland Market Detailed Summary Report*** (dated 02/25/2019), the definitive Estimated Economic Impact (EEI) of events (including festivals and sports tournaments) hosted at City of Midland facilities, between January 01, 2018 and December 31, 2018, involved over 445,679 persons, and amounted to a total value of $42,587,973.73.

STRATEGY 4.2.1: Promote and enhance sports and other active recreational activities as catalysts for economic development and tourism.

Partner in contributing to the City's economic development by attracting sports-oriented tourists and businesses to recreational amenities in and around Midland.

ACTIONS AND INITIATIVES

1. Continue to promote sports tourism through hosting regional and statewide sports tournaments in Midland.
2. Develop a comprehensive Sport Tourism Strategy and Implementation Plan.
3. Continue to build a database of volunteers and resources to support sport tourism events.
4. Ensure that sports tournament facilities are in good condition.

STRATEGY 4.2.2: Retrofit existing, under-utilized parks to support sporting events and sports tourism-related activities.

STRATEGY 4.2.3: Establish a Sports Tourism Division within Midland's Parks Division.

The Sports Tourism Division would be responsible for administering league / team registration and reservation of park practice and game fields, the use of the Scharbauer Sports Complex, and promotion of and securing tournaments within Midland.

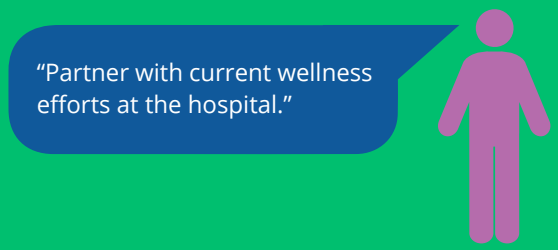
STRATEGY 4.2.4: Continue to develop targeted performance measures through which to quantify increases in sports tourism-related activities and subsequent economic impact.

ACTIONS AND INITIATIVES

1. Develop baseline spending estimates for money spent in the community based on particular events.
2. Consider the utility of employing the Sport Tourism Economic Assessment Model (STEAM) as a standard post-event reporting and analysis, incorporating event performance indicators, visitor metrics and economic benefits capacity.

GOAL 5 | PARTNERSHIPS AND FUNDING

Mutually beneficial capital and other partnerships have improved and broadened the provision of parks, recreational facilities, programs, trails, and open space.



OBJECTIVE 5.1

Achieve a coordinated and cooperative program between the City and other public, quasi-public, and private sector entities in areas of mutual concern.

STRATEGY 5.1.1: Consider developing maintenance and other parks enhancement programs through which the Parks Division can administer volunteer activities.

ACTIONS AND INITIATIVES

1. To ensure adequate resources are available for current and supplemental seasonal recreational activities, have a bank of activities that individual, or groups of volunteers could assist with; including a running database of interested candidates.

STRATEGY 5.1.2: Continue to actively promote private sector involvement in park enhancement and maintenance projects.

ACTIONS AND INITIATIVES

1. Work with the Midland Economic Development Corporation, Convention and Visitors Bureau, and Independent School District (ISD) to develop a list of local and regional corporate foundations, schools and religious organizations which may be interested in contributing capital and/or human resources toward a variety of parks-related projects.

2. Develop a list of demolition/clearing, planting, and maintenance projects that can be accomplished within a four to six-hour period by different sized groups of volunteers.

3. Develop and distribute, upon request, a "menu" of parks improvement projects to candidate third-party groups and follow-up with a teleconference to prospective groups, explaining the anticipated benefits and outcomes of cash and in-kind contributions.

4. Identify opportunities through which to provide recognition by the Mayor and City Council, and others, to corporate / organizational sponsors for their work in enhancing Midland's parks system. Design a standard, easily recognizable, modest placard or small sign (with free-standing or mounted applications), which would acknowledge contributions.

5. Design standard park volunteer t-shirts and order form for prospective third-party sponsors.

STRATEGY 5.1.3: Evaluate the responsibilities, powers and authorities of the Midland Parks Foundation.

Many of the strategies and recommendations within this Master Plan will likely require the support and assistance of an independent, quasi-public entity. Depending on the powers and enabling authorities required, from a "friends of" organization, to an independent, tax-exempt nonprofit organization, and all the iterations in between, can be successful in supporting a municipal parks and recreation agency. As summarized by the National Association of Park Foundations, important responsibilities of a parks foundation may include:

— development of capital resources through annual fundraising, grants, major gifts, capital campaigns, planned giving, and endowment funds (e.g., cash, appreciated securities)

— development of in-kind donations of equipment, supplies, and land

— public engagement and effective advocacy efforts

— volunteerism management

— land holding

— protection from potential litigation against a public parks and recreation agency

— preventative isolation of politics and conflict from making a park system more impactful

Ultimately, an optimally-functioning park foundation can counteract public budgeting trends by invoking the power of philanthropy and volunteerism to replace unfunded budgetary items, which reduce the need for higher revenue-producing user fees and the "pay-to-play" trends happening across public recreation (Nathan A. Schaumleffel, August 8, 2015. "What is an optimally-functioning friends group or park foundation?" NAPF, https://www.the-napf.org/single-post/2015/08/08/What-is-an-OptimallyFunctioning-Friends-Group-or-Park-Foundation).

ACTIONS AND INITIATIVES

1. In light of the strategies and recommendations summarized within **Chapter 4, *Midland Parks Tomorrow***: Analysis and Recommendations, review the powers and authorities of the Midland Parks Foundation against what authorities may be required in the near future, in particular, accepting donations of land and administering volunteer efforts and raising capital resources.

OBJECTIVE 5.2

Continue to pursue sustained revenue streams to fund enhanced programming, operations and maintenance of Midland's parks and recreation facilities.

Seek additional funding opportunities to support capital and operational needs.

STRATEGY 5.2.1: Actively pursue grant funding through the Texas Parks and Wildlife Department (TPWD).

As summarized on their website (https://tpwd.texas.gov/business/grants/recreation-grants/copy_of_grant-deadlines), TPWD has a range of grant funding programs relevant to the City of Midland's parks and recreation system, including the following programs:

— Community Outdoor Outreach

— Local Parks Outdoor Outreach

— Local Parks Non-Urban Outdoor Recreation

— Local Parks Small Community Recreation

— Local Parks Non-Urban Indoor Recreation

— Recreational Trails

For additional public, quasi-public and private grant / other funding programs, refer to **Appendix D, *Funding for Implementation.***

STRATEGY 5.2.2: Continue to pursue program funding through the City's Hotel and Occupancy Tax (HOT) revenues.

STRATEGY 5.2.3: Revisit the City's proposed allocation of Type B Sales Tax appropriation for quality of place enhancements and priority projects to Midland's network of parks and athletic facilities.

The Type B sales tax is a funding source authorized by the State of Texas to enable the completion of major projects. Type B projects include, but are not limited to, parks, tourist facilities and sports venues.

ACTIONS AND INITIATIVES

1. Work with the Mayor and City Council to appoint an ad hoc committee to evaluate the political viability of re-presenting to Midland residents the proposed extension and broadened use of the one-quarter cent Type B sales tax proposal.

2. If it is determined to move forward with the Type B sales tax proposal, hire a public relations consultant to prepare a public outreach media campaign to inform residents about the economic development benefits which may accrue from the Type B sales tax proposal.

3. If the Type B sales tax proposal is approved by Midland's residents, utilize the funding to pay for:
   - Recreational trails and bike lanes with new thoroughfare extension projects.
   - Tournament play at Scharbauer Sports Complex.
   - Construction of the proposed soccer complex and amphitheater at Beal Park.
   - Facilities improvements at Hogan Park, as outlined within the 2020 Facilities Master Plan.
   - Sports field renovations at Reyes-Mashburn-Nelms Park.
   - A multi-purpose indoor sports facility.
   - Needed park renovations identified within the ***Park Conditions Assessment.***
   - Ongoing sports field maintenance.

STRATEGY 5.2.4: Continue to pursue royalties from subsurface horizontal drilling activities beneath Hogan Park.

Utilize the royalties accrued to pay for programmatic enhancements and equipment replacement within Hogan Park as recommended within the Park's 2020 Hogan Park and Reyes-Mashburn-Nelms Master Plan.

STRATEGY 5.2.5: Consider amending the Midland Code of Ordinances to include a Parkland Dedication Ordinance that includes provisions for Fees-in-Lieu and Development Fees.

Parkland Dedication, Fees-in-Lieu, and Park Land Development Fees

Parkland dedication is a local government requirement imposed on subdivision and site plan applications mandating the dedication of land for a park and/or the payment of a fee to be used by the governmental entity to acquire land and/or develop park facilities. These dedications are a means of providing park facilities in newly developed areas of a jurisdiction without burdening existing city residents. They may be conceptualized as a type of user, or impact fee because the intent is that the landowner, developer, or new homeowners - those who are responsible for creating the demand for the new park facilities - should pay for the costs of the new parks. On one hand, parkland dedication and fees-in-lieu is a fiscally conservative model in that those who

are benefiting from the services are paying for it. The alternative is to raise taxes on existing residents or lower the community's quality of life, neither of which are politically attractive. Parkland dedication fees ensure that new development pays for new park demands, thereby maintaining Midland's quality of life in the years to come. Based on the park acreage deficit that the City is currently facing, and will face in the future, the establishment of a new means of generating capital for funding the development, operation and maintenance of parks and recreational facilities is essential to maintaining quality of life for all residents in the face of growth.

From the perspective of elected officials, who will be the key decision makers on this issue, parkland dedication enables them to protect the interests of current residents and to manage growth. A basic and long-held principle of growth management is that development must be supported by adequate public facilities and services, and that private and public investment must be coordinated to achieve that objective. Parkland should be considered as so much infrastructure that is integral to and required for a development; just like the provision of transportation and utilities infrastructure. Parkland dedication ordinances are intended to ensure that park facilities are available when homeowners purchase their new homes, and to avoid authorizing development without ensuring that the park infrastructure necessary to support the new demands is available.

Benefits of parkland dedication and/or fees-in-lieu are many and include:

— the City is financially able to purchase parks in accordance with a predetermined plan;

— the money for parkland development is available when needed; and

— the residents/developer involved directly see the benefit of the park fee.

The philosophy is that because new development generates a need for additional park amenities, the people responsible for creating that need should bear the cost of providing the new amenities. Neighborhood and community parks are intended to serve those people in the areas proximate to them. A municipality may also require a developer to construct recreational facilities; pay to the municipality a fee to be used instead of dedicating land (i.e., "fee-in-lieu"); or a combination of land dedication, construction of recreational facilities, and/or the payment of the fee. The dedicated parkland or the payment of the fee is to be used by the municipality to ensure that future residents of the subdivision or land development have adequate park and recreational opportunities. In addition to the general benefits previously mentioned, parkland dedication and fee-in-lieu ordinances can provide:

— **Energy Conservation.** Recreational areas provided through parkland dedication and fee-in-lieu ordinances inherently conserve energy by encouraging efficient land use, reducing the reliance on vehicles to access recreational areas, and by creating opportunities for walkable activities based on smart growth principles;

— **Recreational Opportunities.** Recreational areas and opportunities can be created during the design stage of subdivisions and land developments, when design flexibility is potentially greatest;

— **Reduced Reliance on Public Expenditures.** Public expenditures for recreational facilities are reduced;

— **Additional Funding Potential.** Fee-in-lieu ordinances can generate funds to match other grant sources; and

— **Flexibility.** Fees-in-lieu can used to meet recreational needs in areas where dedicated land may not be practical or necessary.

An appealing feature of parkland dedication is that it is responsive to market conditions. If fewer new people come to the City than predicted, then less money is forthcoming, so fewer parks are built. Similarly, as costs for acquisition and development of parks increase (or decrease), then parkland dedication requirements can be increased (or decreased) accordingly.

In addition to the parkland dedication and fee-in-lieu ordinance, a municipality's code of ordinances typically requires that the governing body has a formally adopted parks and recreation master plan, and the park and recreational facilities are in accordance with principles and standards contained in the subdivision regulations ordinance. There are also accessibility requirements, whereby recreational land or fees, or combination thereof, can only be used

for the purpose of providing park or recreational facilities accessible to the development that is generating the need for additional parkland.

A problem with ordinances that contain only the land and fee-in-lieu elements is that they provide only for the acquisition of land. The additional capital needed to transform that bare land into a park is borne by existing taxpayers. In some instances, the result is that the dedicated land is never developed into a park and remains sterile open space which detracts from a community's appeal rather than adding to it. As a result, many communities across the country have expanded their ordinances to incorporate a park development fee element to pay for the cost of transforming the land into a park. This may include the provision of specific amenities, such as a parking area, perimeter trail, playground, etc.

The City of Midland is attracting nationally recognized developers who are used to complying with parkland dedication and fees-in-lieu of ordinances. In addition to a parkland dedication and fee-in-lieu of ordinance, the City may opt to provide incentives, such as density bonuses, whereby a developer can increase residential densities in certain areas in order to fulfill open space requirements, so the net loss of developable land is reduced.

ACTIONS AND INITIATIVES

1. Within the parkland dedication ordinance, stipulate that parkland dedication and subsequent improvements occur during the first phase of subdivision development.

2. Consistent with the parkland dedication ordinance, establish parkland dedication, fees-in-lieu, and development fees, the amount of which should keep pace with the costs of parkland acquisition.

3. Stipulate that parkland dedication fees-in-lieu are allocated to a specific fund to allow for community park dedication and subsequent fund allocation so that the City might have more opportunities to acquire larger parcels of land that benefit a larger service area rather than solely requiring dedication within the area associated with the specific residential development.



4. Include provisions and some degree of surety that will require developers to follow through in their dedication of parkland and construction of facility improvements in a timely matter (i.e., within the first phase of development, not at build-out).

5. At the appropriate time, convene a series of developers forums, to present the parkland dedication, fee-in-lieu, and development fee ordinances and receive input.

STRATEGY 5.2.6: Develop park planning zones within which to allocate capital resources.

Consider developing park planning zones that relate to an updated Parks and Recreation Master Plan for which parkland dedication funding can be allocated. As fees-in-lieu funding is collected from subdivision and site plan applications, funds can be allocated for specific park planning and improvements within the park planning zones so that there is some geographic bearing and relevance to funding origin and the parkland development is to be constructed.

ACTIONS AND INITIATIVES

1. The Parks and Recreation Division should work with the Planning Division to develop planning rationale and criteria through which to establish park planning zones.

2. Plan for a quarterly reporting process to share the available parkland dedication funds by planning zone and compare with the priorities within each planning zone.

3. Prioritize expenditures within each planning zone.

4. Continue to work with the City's GIS Division to input the park and recreation planning zones GIS shapefiles into the mapping function of the PRORAGIS™ system.

NRPA'S PRORAGIS™



Image Source: NRPA

PRORAGIS™, which stands for Park and Recreation Operating Ratio and GIS system, is a tool intended to help agencies analyze and compare their performance and facilities to other similar agencies across the country.

Since its launch in 2010, the National Recreation and Park Administration (NRPA) has worked hard to get all park and recreation agencies to utilize the tool to move beyond what was previously being used as a "one size fits all" comparison between agencies. Historically, park and recreation professionals simply compared themselves using a national benchmarking standard commonly found in most park plans. These level of service recommendations came directly from the National Park, Recreation and Open Space Standards which was published by NRPA and used from 1971 to 1995.

PACKET 15.650 July 14, 2020

IMPLEMENTATION

Importance of this Master Plan **5.2**
Implementation Priorities **5.4**
Table 5.1, Implementation Partners and "Action Leaders" 5.5
Implementation Action Table **5.6-5.20**
GOAL 1 | Distribution and Accessibility 5.6
GOAL 2 | Events, Programs and Facilities 5.10
GOAL 3 | Operations and Maintenance 5.13
GOAL 4 | Sports 5.16
GOAL 5 | Partnerships and Funding 5.17

The purpose of this chapter and its implementation program is to provide an aggressive, yet realistic and achievable plan for implementing the recommendations of this master plan. This implementation program identifies the City's park improvement and recreation program priorities, together with other recommended actions and initiatives. It also underscores factors that will contribute to successful implementation, and lists strategic partners with whom the City may collaborate to offer diversity in its program offerings and to expand and enhance the availability and range of parks and recreation facilities.

The implementation program reflects the outcomes of the analysis outlined in **Section 4, *Midland Parks Tomorrow: Analysis and Recommendations***, and strategies proposed for the City's parks system and recreation program. The assessment quantifies the additional parkland, facilities, and improvements needed to keep pace with community growth and increasing demands. It also incorporates the needs and preferences resulting from the community survey. A key principle of this plan is to involve the public in planning for its parks and recreation needs and preferences. This was accomplished through multiple discussions with area residents, Parks Division officials and staff, and programs providers; meetings with the Parks and Recreation Commission; and through a parks community survey. The success of this plan ultimately relies on its ability to meet the needs of a growing community. Ongoing outreach efforts and opportunities for community engagement will keep the plan focused on this objective.

IMPORTANCE OF THIS MASTER PLAN

This Master Plan will enable the community to keep pace with its growth and continue to provide quality parks and recreational facilities, programs, and community events. There are many factors that influence this plan and its directions for implementation.

— A shortage of 58 acres to meet current needs for pocket parks within the City limits.

— A need to acquire and develop an additional 522 acres of parkland within the City limits by Year 2035.

— Needed coordination between the City and Midland Independent School District for joint use of park facilities.

— New or replaced equipment items in each of the parks, including security lighting.

— Additional directional wayfinding signage to assist Midland's residents in accessing parks and open space.

— Continued priority among residents for the continued construction and extension of recreational trails for increased connectivity throughout the community.

— Additional passive recreational opportunities.

IMPLEMENTATION SUCCESS FACTORS

Several key factors will be integral to the success of the implementation program, including the dedication of the City's leadership, continued public involvement, acceptance and commitment by all municipal departments, plan reference and integration into other development and capital projects, and ongoing monitoring and evaluation, as described below.

Dedication of the City's Leadership

Members of City Council, City staff, the Parks and Recreation Commission, and the community must assume ownership of the Master Plan in order for it to be successfully implemented over the short- and long-term. Of particular importance will be an annual review process to update and amend the Plan, as warranted, and to keep the Capital Plan current. The Capital Plan should be regularly updated to reflect new improvements and needs for existing as well as new parks.

Public Engagement

As in the original Master Plan Update process, the City solicited the input and guidance of the community during the preparation of this Plan to guide the prioritization of departmental projects and program initiatives. This input should continue by way of regular focus groups; an annual summit of commercial, educational, and non-profit organizations; and periodic community

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surveys focused solely on parks and recreation topics. Furthermore, residents should be engaged in design charrettes to aid in the process of park design and to weigh in on new programs, park themes, and proposed changes to existing programs.

Dedication, Acceptance, and Commitment

Several of the City's departments have roles in implementing this Master Plan. This may include, among others, the consideration of land proposed for parkland dedication as part of subdivision plat review by the Planning Division, the provision by the Engineering and Transportation, and Utilities Departments of internal or external street, sidewalk, and utility improvements serving parks, not to mention assistance with the construction of specific park facilities; and coordination with VisitMidland and the Midland Chamber of Commerce in promoting and hosting community (and regional) events and activities. For these reasons, each of these and other departments may support, through various avenues, the realization of this Plan. It will be important to maintain communication and coordination between these departments and the Parks and Recreation Division to ensure ongoing success.

Coordination and Collaboration

The collaboration with local and regional partners is becoming increasingly important given fiscal constraints and considering the oftentimes common missions and objectives of each. This Plan advises the City to actively promote strong partnerships through intergovernmental and/or cooperative agreements for the provision of public/semi-public open space, park facilities, and recreation programs. The programmatic assessment outlined in **Section 3, *Needs Assessment***, identifies multiple opportunities for mutually beneficial coordination in sharing parkland throughout the City, such as through a joint use agreement between the City and Midland ISD.

Evaluation

As with any plan, the Parks and Recreation Master Plan must be kept up-to-date on a regular basis. This is essential because, although this plan considers community needs over the next 10 to 20 years, the Texas Parks and Wildlife Department requires a five-year plan, meaning this plan will need to be updated in 2026. During the interim, the Plan will need to be reviewed annually and amended as needed to reflect changes in the mission and goals of the Parks and Recreation Division, the changing needs and attitudes of the community, and fluctuations in the City's adopted annual budget and Capital Improvement Program (CIP). Annual reviews will ensure that the recommended actions are viable and realistic, and reconciled with the capital and operating budgets. These reviews will also help the City to gauge its progress in meeting the vision, goals, and objectives of the Plan.

ROLE OF THE CITY AND FUTURE PARTNERSHIPS

The City's role will be to increase its commitment of financial and human resources concurrent with the growth and development of the parks and recreation system. In other words, as more acreage is acquired and developed there; and with the addition of recreational programs and activities, there will be the need for additional staff, facilities, equipment, and operating budget warranted to effectively manage and efficiently maintain them.

There will certainly be challenges in implementing this Plan, including escalating land acquisition and development costs, possible land assembly requirements, necessary ordinance amendments, increased fees commensurate with increasing costs, and many other challenges. One of the ways to reduce he impact of these challenges will be to form partnerships with other providers, agencies, and governments - to spread not only the capital burden but also the tremendous public benefits and value accrued from a robust parks and recreation system.

Working with partners will enable the City to build-on past successes and lessons learned through working with others that are involved in parks and recreation, leverage opportunities and achieve efficiencies; and ultimately, achieve a first-class parks and recreation system. As referenced within **Appendix D, *Funding for Implementation***, specific opportunities for partnerships include:

- Regional, State and Federal agencies;
- Private foundations and non-profit organizations;
- Midland Independent School District; and
- Private sector entities.

Higher agencies of government, such as the Texas Parks and Wildlife Department, will likely continue to be a source of funding and technical assistance through their competitive grant programs. It is advisable to make maximum use of these financial assistance programs to leverage funding thereby allowing more significant projects and sizeable areas. A list of funding sources and programs is discussed in **Appendix D**, ***Funding for Implementation***.

The City is not limited to partnering with the aforementioned entities. The opportunity to build partnerships should be an ongoing process that continues throughout the duration of the planning period - and beyond.

With its anticipated achievements comes the warrant for recognition - of the City, its Assistant Community Services Director and staff, and associated Parks and Recreation Commission. As outlined in the conclusion of **Chapter 3, *Analysis and Recommendations***, it is recommended that in time the Parks Division pursue accreditation through the Commission for Accreditation of Park and Recreation Agencies (CAPRA); an organization which recognizes the excellent work of municipal parks departments. The City of Midland's Parks and Recreation Division deserves this distinction.

IMPLEMENTATION PRIORITIES

This section details the improvement priorities that have been identified for Midland's parks and recreation system. These improvement priorities were determined, in part, by the condition assessment presented in **Section 2, *Midland Parks Today*, and Section 3, *Needs Assessment***; the recommended improvements based on current and projected needs for parks and recreation facilities presented in **Section 4, *Midland Parks Tomorrow: Analysis and Recommendations***, public input through consultation and stakeholder interviews, the Park Community Survey, and guidance of the Parks and Recreation Commission and Parks and Recreation Division.

CAPITAL - PARTNERSHIPS PLAN

Displayed in **Table 5.2, *Implementation Action Plan***, is the scheduled improvements for each of the existing parks. This same process should be completed for every new park that is created. The Implementation Action Plan has been divided into line-item improvements and organizes park development into the following types of actions:

— Capital Projects

— Policies and Programs

— Regulations and Standards

— Partnerships and Coordination

— More Targeted Planning

Following action types, the range of "action leaders" are identified and include those organizations / entities that will most likely have a role in the implementation of that specific line-item park improvement. Refer to list of action leaders in **Table 5.1, *Implementation Partners and "Action Leaders."***

The organization of the Implementation Action Plan allows park needs to be evaluated for each park or on a City-wide, individual improvement basis. The costs, if applicable, are preliminary, and reflect order of magnitude estimates for park improvement projects. These unit and aggregate costs were extrapolated, in part, from the Parks Division's Capital Improvement Program (CIP), as well as from other relevant sources. For those improvements that fall within the category, "More Targeted Planning," there will be warrant for more detailed design and planning, resulting in the development of more definitive programming, scheduling, and budgeting; construction documentation and specifications, and detailed cost estimates; the professional (and City in-kind) services of which will then need to be folded-in to the Parks Division's, and ultimately the City's CIP.

Table 5.1, Implementation Partners and "Action Leaders"

CC	City Council
CM	City Manager
ETD	Engineering and Transportation Department
FD	Finance and Budget Department
LD	Legal Department (City Attorney's Office)
MC	Midland College
MCAD	Midland County Appraisal District
MEDC	Midland Economic Development Corporation
MISD	Midland Independent School District
MPF	Midland Parks Foundation
PARD	Parks and Recreation Division
PBBA	Permian Bicycle Basin Association
PBMPO	Permian Basin Metropolitan Planning Organization
PD	Planning Division
THC	Texas Historical Commission
VM	Midland Convention and Visitors Bureau (VisitMidland)

PRIMARY IMPROVEMENT PRIORITIES

The following list of improvements reflect the City's highest priority projects, meaning they should be planned for incorporation into the annual capital budgeting process. As this plan matures, each of these projects will be further divided into individual projects with their requisite priorities.

Based on the prioritization exercise conducted with the Midland Parks and Recreation Commission, the Top 10 priority improvements to Midland's system of parks and recreation facilities include the following (in order of priority):

1. [STRATEGY 1.3.1] Continue to develop a City-wide multi-use trail system to provide bicycle and pedestrian connectivity throughout the community – particularly in locations which would provide linkages between key destinations, such as neighborhoods, parks, and schools.
2. [STRATEGY 1.1.2] Formulate a long-range parkland acquisition program.
3. [STRATEGY 3.2.2] Consider additional recruitment / retention incentives for Parks Division maintenance staff.
4. [STRATEGY 5.2.5] Consider amending the Midland Code of Ordinances to include a Park-land Dedication Ordinance that includes provisions for Fees-in-Lieu and Development Fees.
5. [STRATEGY 1.2.1] Ensure parks are accessible, safe, and connected to their adjacent neighborhoods and other areas of the City.
6. [STRATEGY 5.2.1] Actively pursue grant funding through the Texas Parks and Wildlife Department (TPWD).
7. [STRATEGY 5.2.3] Revisit the City's proposed allocation of Type B Sales Tax appropriation for quality of place enhancements and priority projects to Midland's network of parks and athletic facilities.
8. [STRATEGY 3.1.1] Develop a Park Standards Manual.
9. [STRATEGY 3.1.5] Continue to expand Midland's urban forest canopy through planting additional trees in the City's parks.
10. [STRATEGY 3.2.1] Ensure the success of Midland's Parks and Recreation Division through the continued development of its staff.

	Initiation Time Frame (Years)				Action Type	Implementation Partners and Action Leaders[2]	Estimated Order of Magnitude Cost
	'O'[1]	1-3	3-10	10+			
GOAL 1 | DISTRIBUTION AND ACCESSIBILITY A variety of public passive and active parks and open space areas are equitably distributed throughout the City and its Extraterritorial Jurisdiction (ETJ) and provide safe and convenient access for Midland's residents.							
OBJECTIVE 1.1 Assure an even geographic distribution of parks and recreation facilities that will provide equitable opportunity to activities for all citizens.							
STRATEGY 1.1.1: Examine walking access to parks from each neighborhood and subdivision within the City.							
1. As a means of further defining geographic gaps in the distribution of parks and open space amenities, determine the percent of Midland's population who face a walk route of more than one-half mile to a park entrance from their home.	X				Partnerships and Coordination; More Targeted Planning	LD; PARD; PD; ETD	N/A
STRATEGY 1.1.2: **Formulate a long-range parkland acquisition program.**							
1. Work with the Midland County Appraisal District to determine tracts of land that are likely not subject to oil and gas development.		X			Partnerships and Coordination	MCAD; PARD; PD	N/A
2. Work with the City's Planning Division and the Midland County Appraisal District to identify available parcels of undeveloped land which are either within the 100-year floodplain or contain playa lakes (as depicted within **Map 3.1, *City of Midland Resources***), which may be available for purchase and are large enough to accommodate recreational facility / open space programming for a variety of park classifications.		X			Partnerships and Coordination	MCAD; PARD; PD	N/A
3. Establish site selection criteria with which to prioritize decisions regarding new park property and/or acceptance of land donations.		X			Policies and Programs; Regulations and Standards	CM; FD; PARD; PD	N/A
STRATEGY 1.1.3: Formulate a park development program for the Midland City Emergency Management's Harris Field parcel.		X			Capital Projects; More Targeted Planning	PARD; PD	$500,000
STRATEGY 1.1.4: Ensure that residential developers construct park amenities in a timely manner.							
1. Amend the City's Subdivision Regulations to include provisions and some degree of surety that will require developers to provide an implementation timetable for the installation of agreed-upon parks and other amenities (i.e., certificates of occupancy may be contingent upon completion of park and streetscape improvements).		X			Regulations and Standards	CC; CM; LD; PARD; PD	N/A

1 'O' = Ongoing
2 See Table 5.1, Implementation Partners and "Action Leaders" on page 5.5 for list and descriptions of Implementation Partners and Action Leaders.

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GOAL 1	Initiation Time Frame (Years) 'O'[1]	1-3	3-10	10+	Action Type	Implementation Partners and Action Leaders[2]	Estimated Order of Magnitude Cost
STRATEGY 1.1.5: Discuss with the Midland Independent School District (ISD) the prospect of executing a joint-use agreement for the use of school recreational facilities after school hours.							
1. The City, by way of its Parks and Recreation Division, should approach the Midland ISD to discuss the potential opportunities associated with a formal joint facility use agreements regarding school facilities within Midland's City limits and Extraterritorial Jurisdiction (ETJ).		X			Policies and Programs; Partnerships and Coordination	CC; CM; LD; MISD; PARD	N/A
2. Continue to explore broad ways with which to fund the development and operation of parks and facilities, and Midland ISD facilities through use of a variety of funding mechanisms and community involvement, which, at a minimum, could consist of grants, fundraising, development charges, and cost-sharing agreements with other parties.		X			Policies and Programs; Partnerships and Coordination; More Target Planning	CM; PARD	N/A
3. Consider partnering with the Midland ISD to apply for funding through Every Child Outdoors (www.http://everychildoutdoors.org/) for an Environmental Education grant.		X			Policies and Programs; Partnerships and Coordination; More Target Planning	CM; MISD; PARD	N/A
OBJECTIVE 1.2 Ensure that Midland's parks, recreational facilities, and open space areas are accessible and within safe walking distance for the City's residents.							
STRATEGY 1.2.1: Ensure parks are accessible, safe, and connected to their adjacent neighborhoods and other areas of the City.							
1. Work with the City's Engineering and Transportation Department to improve off-site accessibility to each park by developing a sidewalk improvement program to repair, replace, or install new sidewalks, crosswalks, and curb cuts, in high pedestrian use neighborhoods immediately surrounding parks, schools, and other community facilities.		X			Policies and Programs; More Target Planning	ETD; PARD; PD; ETD	N/A
2. Inclusivity: Improve on-site accessibility for persons with physical disabilities, the elderly, people with walkers, among others, so one can travel from off-site (i.e., neighborhoods) or the park's parking lot, into and through the park to reach park amenities.		X			Capital Projects; More Targeted Planning	CM; PARD; ETD	N/A
3. Ensure that ADA-compliant, handicapped accessible ramps, play structures, and equipment are incorporated into every municipal park.		X			Capital Projects; More Targeted Planning	CM; PARD; ETD	N/A

1 'O' = Ongoing
2 See Table 5.1, Implementation Partners and "Action Leaders" on page 5.5 for list and descriptions of Implementation Partners and Action Leaders.

GOAL 1

	Initiation Time Frame (Years)				Action Type	Implementation Partners and Action Leaders[2]	Estimated Order of Magnitude Cost
	'O'[1]	1-3	3-10	10+			
STRATEGY 1.2.1 continued...							
4. Add lighting in parks, and school sports fields.		X			Capital Projects; More Targeted Planning	PARD; ETD	N/A
5. Ensure that the City's land development codes and subdivision regulations promote pedestrian connectivity as part of infill and new development.		X			Regulations and Standards	CM; PARD; PD	N/A
STRATEGY 1.2.2: Develop and implement a distinctive directional signage and wayfinding system for key parks and attractions in and around the City.							
1. Ensure there is adequate directional / wayfinding signage leading to Midland's parks and recreational facilities.		X			More Targeted Planning	CM; PARD; ETD	N/A
2. Identify the principal and secondary thoroughfares that lead to each park and identify locations for directional signs at one-half mile intervals, beginning one mile from each park.		X			More Targeted Planning	CM; PARD; ETD	N/A
3. Consider developing a smart phone application which would provide profiles of Midland's parks and recreational facilities, as well as directions to each park based on a user's current location.		X			More Targeted Planning	CM; PARD;	N/A
OBJECTIVE 1.3 Develop an interconnected, multi-use, active transportation network that provides access and connectivity to parks and recreational facilities throughout the community.							
STRATEGY 1.3.1: Continue to develop a City-wide multi-use trail system to provide bicycle and pedestrian connectivity throughout the community – particularly in locations which would provide linkages between key destinations, such as neighborhoods, parks, and schools.							
1. Continue to utilize the ***2015 Connecting Midland Hike and Bike Trails Master Plan*** to evaluate potential sidewalk, off-street recreational trail, and on-street bike lane connections throughout the City. Update the ***Midland Hike and Bike Trails Master Plan*** as appropriate.		X			Capital Projects; More Targeted Planning	ETD; PARD; PD	N/A
2. Utilize the ***2015 Connecting Midland Hike and Bike Trails Master Plan*** to plan trailhead locations and furnishings, including wayfinding and interpretive signage; benches, bollards, waste receptacles; parks, and other amenities.		X			Capital Projects; More Targeted Planning	ETD; PARD; PD	N/A
3. Working with the City's Engineering and Transportation Department, and Planning Division, further evaluate the feasibility of developing an active transportation corridor demonstration project along the Midland Draw, as depicted in **Figure 4.2, *Midland Draw Active Transportation Corridor,*** on page 4.14. This pedestrian corridor will likely be a combination of dedicated on-street bike lanes and off-street recreational trails.			X		Capital Projects; More Targeted Planning	ETD; PARD; PD	N/A

1 'O' = Ongoing
2 See Table 5.1, Implementation Partners and "Action Leaders" on page 5.5 for list and descriptions of Implementation Partners and Action Leaders.

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GOAL 1	Initiation Time Frame (Years)				Action Type	Implementation Partners and Action Leaders[2]	Estimated Order of Magnitude Cost
	'O'[1]	1-3	3-10	10+			
STRATEGY 1.3.1 continued...							
4. Evaluate the use of different types of barriers to provide a structural separation between on-street bike lanes and traffic lanes, as depicted in **Figure 4.3, *Bike Lane Protection Options,*** on page 4.15.		X			Capital Projects; More Targeted Planning	ETD; PARD; PD; ETD	N/A
5. To increase the visual distinction between bike lanes and vehicular lanes, consider bike lane striping and painting options, as depicted in **Figure 4.4, *Bike Lane Painting Options,*** on page 4.15.		X			Capital Projects; More Targeted Planning	ETD; PARD; PD; ETD	N/A
STRATEGY 1.3.2: Work to advance a culture of bicycle safety.							
1. Work with the Permian Basin Bicycle Association and the Permian Basin MPO's Bicycle and Pedestrian Advisory Committee to expand public access to and understanding of bicycle safety, including the City of Midland's Safe Passing law (adopted January 1, 2019).	X	X			Policies and Programs; Regulations and Standards; Partnerships and Coordination	PARD; PBBA; PBMPO	N/A

1 'O' = Ongoing
2 See Table 5.1, Implementation Partners and "Action Leaders" on page 5.5 for list and descriptions of Implementation Partners and Action Leaders.

	Initiation Time Frame (Years)				Action Type	Implementation Partners and Action Leaders[2]	Estimated Order of Magnitude Cost
	'O'[1]	1-3	3-10	10+			
GOAL 2 | EVENTS, PROGRAMS, AND FACILITIES A diverse, multi-generational offering of events, recreational programs, and facilities serves residents and attracts regional users.							
OBJECTIVE 2.1 Prioritize and implement a range of recreational facilities and programs that meet the needs of all age groups, in all socioeconomic categories.							
STRATEGY 2.1.1: Continue to periodically monitor and quantify park and recreational facility use.							
1. Develop means through which to monitor and quantify, on an annual basis, parks and recreational facilities' use. As discussed in **Strategy 2.1.7**, re-program parks as needed to ensure continued and enhanced active and passive recreation.	X				Polices and Programs; Regulations and Standards	PARD	N/A
2. Continually monitor national trends regarding park use and identify best practices which may be applicable to Midland's parks program.	X				More Targeted Planning	PARD	N/A
3. Beyond programming and maintaining recreational facilities and equipment for children and adolescents engaged in organized, team-oriented, active recreational sporting events (e.g., baseball and football), consider passive recreational enhancements for other demographic sectors of the community, including young people not involved in team sports, and senior citizens.	X				Polices and Programs; More Targeted Planning	PARD	N/A
4. Encourage coaches of sports leagues and clubs to receive input from participants, via a post-season survey, and provide feedback on successes and failures of the sports program.	X				Policies and Programs; Partnerships and Coordination; More Targeted Planning	PARD	N/A
5. Track sports league and club participant numbers in order to quantify increases or decreases in youth participation, on an annual basis.	X				Policies and Programs; Partnerships and Coordination; More Targeted Planning	PARD	N/A
STRATEGY 2.1.2: Acknowledge that parks and recreation needs evolve over time with changes in demographic characteristics, and respond accordingly.	X				More Targeted Planning	PARD	N/A
STRATEGY 2.1.3: Develop a demonstration adventure playground program and facility within an existing community or regional park.		X			Capital Projects	CC; CM; FD; PARD; ETD	$25,000
STRATEGY 2.1.4: Develop an adventure park ropes and orienteering program and facilities within an existing community or regional park.		X			Capital Projects	CC; CM; FD; PARD; ETD	$500,000

1 'O' = Ongoing
2 See Table 5.1, Implementation Partners and "Action Leaders" on page 5.5 for list and descriptions of Implementation Partners and Action Leaders.

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GOAL 2	Initiation Time Frame (Years)				Action Type	Implementation Partners and Action Leaders[2]	Estimated Order of Magnitude Cost
	'O'[1]	1-3	3-10	10+			
STRATEGY 2.1.5: Reprogram and re-design under-performing parks and recreational facilities.							
1. Budget consultants fees for park redesign / redevelopment in the City's Capital Improvement Program (CIP).		X			Capital Projects; Partnerships and Coordination; More Targeted Planning	CC; CM; PARD	$100,000
2. To ensure broad-based community support and participation, facilitate design workshops for the preparation of redevelopment plans and design development for park properties which remain underutilized. Work with a local consultant to prepare a community-based park improvement program, schedule, and budget, based on the findings within the ***Park Conditions Assessment***.		X			Policies and Programs	CM; ETD; PARD	N/A
STRATEGY 2.1.6: Construct a shaded Fitness Court at Dennis the Menace Park and Windlands Park.							
1. Evaluate the best locations for each Fitness Court, including: ▪ the west side of Dennis the Menace Park, south of the new splash pad ▪ adjacent to the parking lot at Windlands Park, in proximity to the location of the existing exercise facility		X			Capital Projects	CC; CM; FD; PARD; ETD	$150,000
STRATEGY 2.1.7: Prioritize parks renovations and enhancements recommended within the *Park Conditions Assessment*; beginning with a major renovation of the bath house at the Doug Russell Pool.	X	X			Capital Projects	CC; CM; FD; PARD; ETD	Refer to Park Conditions Assessment for cost estimates.
STRATEGY 2.1.8: Introduce an educational dimension to Midland's parks, trails, and open spaces.							
1. Work with Midland College and the science departments within Midland ISD schools to develop interpretive/environmental signage for Midland's parks and recreational trails.			X		Partnerships and Coordination; More Targeted Planning	MC; MISD; PARD	N/A
STRATEGY 2.1.9: Make Midland's parks a network of Wi-Fi hotspots.							
1. To determine feasibility, identify and research case studies of cities that have Wi-Fi hotspots in parks.		X			Policies and Programs; More Target Planning	CC; CM; FD; LD; PARD; ETD	N/A
2. Identify a viable demonstration park, such as Beal Park or Hogan Park, within which to test the Wi-Fi concept.		X			Policies and Programs; More Target Planning	CM; PARD; ETD	$5,000
3. Monitor demonstration park to determine degree of additional use it receives.		X			Policies and Programs	PARD; ETD	

1 'O' = Ongoing
2 See Table 5.1, Implementation Partners and "Action Leaders" on page 5.5 for list and descriptions of Implementation Partners and Action Leaders.

GOAL 2

	Initiation Time Frame (Years)				Action Type	Implementation Partners and Action Leaders[2]	Estimated Order of Magnitude Cost
	'O'[1]	1-3	3-10	10+			
STRATEGY 2.1.10: Take full advantage of unprogrammed public open space.							
1. Routinely post on social media and send via email blasts, reminders to Parks and Recreation Division constituencies about the passive and active recreational opportunities the Division's parks and open space areas provide for Midland's citizens, beyond playgrounds and sports fields.	X				Policies and Programs; Partnerships and Coordination	PARD	N/A
2. Embrace electronic media and ways in which young people can apply computer and smart phone-based games to Midland's parks system. This may include geo-caching and other scavenger hunt-type games.	X				Policies and Programs	PARD	N/A
STRATEGY 2.1.11: Consider developing an additional recreational center.							
1. Consider partnering opportunities with Midland College to construct a joint-use recreational / fitness facility at Windlands Park.		X			Partnerships and Coordination; More Target Planning	CM; MD; PARD; ETD	N/A
2. Work with a local architectural firm to develop a working program and space plan with which to establish some budgetary parameters.		X			Capital Projects; Partnerships and Coordination; More Target Planning	CM; MD; PARD; ETD	$25,000
STRATEGY 2.1.12: Consider developing a new community services facility to replace Midland's Health and Senior Services Department.			X		Capital Projects	CM; ETD; PARD	$20 million
STRATEGY 2.1.13: Develop a renovation program for the Scarborough-Linebery House.							
1. Work with the Texas Historical Commission (THC) to determine the architectural features and elements which contribute to the buildings' significance; to make sure that these elements are not compromised in any way; so the site and its structures can maintain a high degree of historical integrity.			X		Partnerships and Coordination	PARD; THC	N/A
2. Work with a local historical architect to determine what work needs to be completed to stabilize the buildings and prevent them from falling into further decay.			X		Partnerships and Coordination	PARD	$10,000
3. Work with the THC to develop a building and site restoration program that is in compliance with the U.S. Secretary of Interior's Standards for Rehabilitation.			X		Partnerships and Coordination	PARD; THC	N/A

1 'O' = Ongoing
2 See Table 5.1, Implementation Partners and "Action Leaders" on page 5.5 for list and descriptions of Implementation Partners and Action Leaders.

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	Initiation Time Frame (Years)				Action Type	Implementation Partners and Action Leaders[2]	Estimated Order of Magnitude Cost
	'O'[1]	1-3	3-10	10+			
GOAL 3 | OPERATIONS AND MAINTENANCE Midland's parks are maintained, updated, and enhanced in a sustainable and cost-effective manner.							
OBJECTIVE 3.1 Plan for a high-quality, well-maintained parks system which meets the needs of its users.							
STRATEGY 3.1.1: Develop a Park Standards Manual.							
1. Based on the Park Standards Manual, implement a Work Order Management System. A work order system should be used to track life cycle maintenance requirements that are tied to weekly and monthly work orders. This will help the Parks and Recreation Division's staff to stay ahead of preventative maintenance and reduce breakage of park facilities and equipment.			X		More Targeted Planning	CM; FD; PARD; ETD	N/A
2. Create work plans based on maintenance standards. Maintenance standards should be based on a series and tasks which follow NRPA best practices, and the frequencies with which Midland's Parks and Recreation Division staff carry-out those tasks. The Division can customize the standards based on the park and recreation values of Midland's residents and then adopt the maintenance standards and ensure they are implemented based on a predetermined maintenance schedule.			X		More Targeted Planning	CM; FD; PARD; ETD	N/A
STRATEGY 3.1.2: Develop a park asset replacement schedule.							
1. Based on past experience, develop a realistic lifespan and depreciation rate for all physical assets, to begin at the time of installation.		X			Capital Projects; Policies and Programs	CM; FD; PARD; ETD	N/A
2. Calculate the estimated annual depreciated value of all assets, and incorporate into a budgetary line item within the Parks and Recreation Division's annual budget.		X			Capital Projects; Policies and Programs	CM; FD; PARD; ETD	N/A
3. Develop an asset replacement schedule for all facilities and equipment within Midland's parks.		X			Capital Projects; Policies and Programs	CM; FD; PARD; ETD	N/A
STRATEGY 3.1.3: Document existing facilities and equipment that are part of Midland's parks and recreational trails.							
1. Develop as-built documents which identify and locate all of the facilities and equipment within Midland's parks and recreational trails. Locate and install additional parks equipment (e.g., picnic tables, grills, waste receptacles, benches, etc.) according to quantities and spatial relationships outlined within the recommended Park Standards Manual.		X			Partnerships and Coordination; More Targeted Planning	CM; FD; PARD; ETD	N/A

1 'O' = Ongoing
2 See Table 5.1, Implementation Partners and "Action Leaders" on page 5.5 for list and descriptions of Implementation Partners and Action Leaders.

GOAL 3

	Initiation Time Frame (Years)				Action Type	Implementation Partners and Action Leaders[2]	Estimated Order of Magnitude Cost
	'O'[1]	1-3	3-10	10+			
STRATEGY 3.1.4: Develop a maintenance manual for all parks and open space areas administered and maintained by the Parks Division.			X		Capital Projects; Policies and Programs; Partnerships and Coordination; More Targeted Planning	CM; PARD	$35,000 (professional services) N/A (in-house development)
STRATEGY 3.1.5: Continue to expand Midland's urban forest canopy through planting additional trees in the City's parks.							
1. Utilize the ***Park Conditions Assessment*** to determine which parks warrant additional tree planting.		X			Capital Projects	PARD	N/A
2. Develop a spreadsheet of planting projects for third-party benefactors interested in enhancing Midland's system of parks.		X			Capital Projects; Partnerships and Programs	PARD	N/A
OBJECTIVE 3.2 Position Midland's Parks and Recreation Division to achieve excellence.							
STRATEGY 3.2.1: Ensure the success of Midland's Parks and Recreation Division through the continued development of its staff.							
1. Encourage employees' membership and active participation in professional or trade organizations.	X				Policies and Programs; More Targeted Planning	PARD	N/A
2. Conduct annual mission and goal development sessions with Parks Division staff.	X				Policies and Programs; More Targeted Planning	PARD	N/A
3. Incorporate departmental goals into employee's annual appraisals.	X				Policies and Programs; More Targeted Planning	PARD	N/A
4. Continue to support staff to obtain professional certifications such as Certified Park and Recreation Professional (CPRP), the Certified Playground Safety Inspector (CPSI) program, and others.	X				Policies and Programs; More Targeted Planning	PARD	N/A

1 'O' = Ongoing
2 See Table 5.1, Implementation Partners and "Action Leaders" on page 5.5 for list and descriptions of Implementation Partners and Action Leaders.

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GOAL 3	Initiation Time Frame (Years)				Action Type	Implementation Partners and Action Leaders[2]	Estimated Order of Magnitude Cost
	'O'[1]	1-3	3-10	10+			
STRATEGY 3.2.2: Consider additional recruitment / retention incentives for Parks Division maintenance staff.							
1. Work with City of Midland's Human Resources Department to consider elevating staff compensation levels and other potential incentives, such as signing bonuses, to attract and retain potential candidates.		X			Policies and Programs	PARD	N/A
2. Provide clear pathways for advancement within the Parks Division.	X				Policies and Programs	PARD	N/A
STRATEGY 3.2.3: Maintain strong internal communications with other municipal departments, and appointed and elected officials.							
1. Submit quarterly briefings and annual progress reports to the City Council to inform them of the implementation status of Master Plan strategies and recommendations.	X				Policies and Programs; More Targeted Planning	PARD	N/A
2. Assess and internally update this master plan on an annual basis to determine revised areas of need based on recent developments, and modify the capital improvement plan according to changing circumstances and priorities.	X				Policies and Programs; More Targeted Planning	PARD	N/A

1 'O' = Ongoing
2 See Table 5.1, Implementation Partners and "Action Leaders" on page 5.5 for list and descriptions of Implementation Partners and Action Leaders.

	Initiation Time Frame (Years)				Action Type	Implementation Partners and Action Leaders[2]	Estimated Order of Magnitude Cost
	'O'[1]	1-3	3-10	10+			
GOAL 4 | SPORTS A variety of tournament-quality multi-use sports facilities for the economic and recreational benefit of the community.							
OBJECTIVE 4.1 Develop the skills, abilities and talents for residents of all ages.							
STRATEGY 4.1.1: Establish policies and incentives that promote equitable opportunities for all children to be able to participate in youth recreational sports and other publicly-funded activities.							
1. Give priority to any and all sports leagues wishing to use municipal fields and facilities which do not require interested participants to have to "try out" for a position on a team.		X			Policies and Programs	PARD	N/A
OBJECTIVE 4.2 Enhance the economic development value of Midland's parks system.							
STRATEGY 4.2.1: Promote and enhance sports and other active recreational activities as catalysts for economic development and tourism.							
1. Continue to promote sports tourism through hosting regional and statewide sports tournaments in Midland.	X				Policies and Programs; Partnerships and Coordination; More Targeted Planning	CM; PARD	N/A
2. Develop a comprehensive Sport Tourism Strategy and Implementation Plan.	X				Policies and Programs; Partnerships and Coordination; More Targeted Planning	PARD	N/A
3. Continue to build a database of volunteers and resources to support sport tourism events.	X				Policies and Programs; Partnerships and Coordination; More Targeted Planning	PARD	N/A
4. Ensure that sports tournament facilities are in good condition.	X				More Targeted Planning	PARD	N/A
STRATEGY 4.2.2: Retrofit existing, under-utilized parks to support sporting events and sports tourism-related activities.	X				More Targeted Planning	PARD	N/A
STRATEGY 4.2.3: Establish a Sports Tourism Division within the Parks Division.		X			Policies and Programs	CC; CM; FD; LD; PARD	N/A
STRATEGY 4.2.4: Continue to develop targeted performance measures through which to quantify increases in sports tourism-related activities and subsequent economic impact.							
1. Develop baseline spending estimates for money spent in the community based on particular events.		X			Policies and Programs; More Targeted Planning	CM; FD; PARD	N/A
2. Consider the utility of employing the Sport Tourism Economic Assessment Model (STEAM) as a standard post-event reporting and analysis, incorporating event performance metrics, visitor metrics and economic benefits capacity.		X			Policies and Programs; Partnerships and Coordination; More Targeted Planning		N/A

	Initiation Time Frame (Years)				Action Type	Implementation Partners and Action Leaders[2]	Estimated Order of Magnitude Cost
	'O'[1]	1-3	3-10	10+			
GOAL 5 | PARTNERSHIPS AND FUNDING Mutually beneficial capital and other partnerships have improved and broadened the provision of parks, recreational facilities, programs, trails, and open space.							
OBJECTIVE 5.1 Achieve a coordinated and cooperative program between the City and other public, quasi-public, and private sector entities in areas of mutual concern.							
STRATEGY 5.1.1: Consider developing maintenance and other parks enhancement programs through which the Parks Division can administer volunteer activities.							
1. To ensure adequate resources are available for current and supplemental seasonal recreational activities, have a bank of activities that individual, or groups of volunteers could assist with; including a running database of interested candidates.	X				Policies and Programs; Partnerships and Coordination	PARD	N/A
STRATEGY 5.1.2: Continue to actively promote private sector involvement in park enhancement and maintenance projects.							
1. Work with the Midland Economic Development Corporation, Convention and Visitors Bureau (VisitMidland), and Independent School District (ISD) to develop a list of local and regional corporate foundations, schools and religious organizations which may be interested in contributing capital and/or human resources toward a variety of parks-related projects.	X				Policies and Programs; Partnerships and Coordination; More Targeted Planning	PARD; CM; MEDC; MISD; VM	N/A
2. Develop a list of demolition/clearing, planting, and maintenance projects that can be accomplished within a four to six-hour period by different sized groups of volunteers.	X				Partnerships and Coordination; More Targeted Planning	PARD	N/A
3. Develop and distribute a "menu" of parks improvement projects to candidate third-party groups and follow-up with a teleconference to prospective groups, explaining the anticipated benefits and outcomes of cash and in-kind contributions.	X				Policies and Programs; Partnerships and Coordination; More Targeted Planning	PARD	N/A
4. Identify opportunities through which to provide recognition by the Mayor and City Council, and others, to corporate / organizational sponsors for their work in enhancing Midland's parks system. Design a standard, easily recognizable, modest placard or small sign (with free-standing or mounted applications), which would acknowledge contributions.	X				Policies and Programs; Partnerships and Coordination; More Targeted Planning	PARD	N/A
5. Design standard park volunteer t-shirts and order form for prospective third-party sponsors.	X				Partnerships and Coordination	CM; PARD	N/A

1 'O' = Ongoing
2 See Table 5.1, Implementation Partners and "Action Leaders" on page 5.5 for list and descriptions of Implementation Partners and Action Leaders.

GOAL 5

	Initiation Time Frame (Years)				Action Type	Implementation Partners and Action Leaders[2]	Estimated Order of Magnitude Cost
	'O'[1]	1-3	3-10	10+			
STRATEGY 5.1.3: Evaluate the responsibilities, powers and authorities of the Midland Parks Foundation.							
1. In light of the strategies and recommendations summarized within **Chapter 4, *Midland Parks Tomorrow: Analysis and Recommendations***, review the powers and authorities of the Midland Parks Foundation against what authorities may be required in the near future, in particular, accepting donations of land and administering volunteer efforts and raising capital resources.	X				Policies and Programs; Partnerships and Coordination	FD; MPF; PARD	N/A
OBJECTIVE 5.2 Continue to pursue sustained revenue streams to fund enhanced programming, operations and maintenance of Midland's parks and recreation facilities.							
STRATEGY 5.2.1: Actively pursue grant funding through the Texas Parks and Wildlife Department (TPWD).	X				Partnerships and Coordination; More Targeted Planning	CC; CM; FD; PARD; ETD	N/A
STRATEGY 5.2.2: Continue to pursue program funding through the City's Hotel and Occupancy Tax (HOT) revenues.	X				Policies and Programs; More Targeted Planning	CM; FD; PARD	N/A
STRATEGY 5.2.3: Revisit the City's proposed allocation of Type B Sales Tax appropriation for quality of place enhancements and priority projects to Midland's network of parks and athletic facilities.							
1. Work with the Mayor and City Council to appoint an ad hoc committee to evaluate the political viability of re-presenting to Midland residents the proposed extension and broadened use of the one-quarter cent Type B sales tax proposal.	X				Policies and Programs; Partnerships and Coordination	CC; CM; FD; PARD	N/A
2. If it is determined to move forward with the Type B sales tax proposal, hire a public relations consultant to prepare a public outreach media campaign to inform residents about the economic development benefits which may accrue from the Type B sales tax proposal.	X				Policies and Programs; Partnerships and Coordination	CM; FD; PARD	N/A
3. If the Type B sales tax proposal is approved by Midland's residents, utilize the funding to pay for: ▪ Recreational trails and bike lanes with new thoroughfare extension projects. ▪ Tournament play at Scharbauer Sports Complex. ▪ Construction of the proposed soccer complex and amphitheater at Beal Park. ▪ Facilities improvements at Hogan Park, as outlined within the 2020 Facilities Master Plan. ▪ Sports field renovations at Reyes-Mashburn-Nelms Park. ▪ A multi-purpose indoor sports facility. ▪ Needed park renovations identified within the ***Park Conditions Assessment.*** ▪ Ongoing sports field maintenance.	X				Capital Projects; Policies and Programs	CM; FD; PARD	N/A

1 'O' = Ongoing
2 See Table 5.1, Implementation Partners and "Action Leaders" on page 5.5 for list and descriptions of Implementation Partners and Action Leaders.

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GOAL 5	Initiation Time Frame (Years)				Action Type	Implementation Partners and Action Leaders[2]	Estimated Order of Magnitude Cost
	'O'[1]	1-3	3-10	10+			
STRATEGY 5.2.4: Continue to pursue royalties from subsurface horizontal drilling activities beneath Hogan Park.	X				Partnerships and Coordination	CM; FD; LD; PARD	N/A
STRATEGY 5.2.5: Consider amending the Midland Code of Ordinances to include a Parkland Dedication Ordinance that includes provisions for Fees-in-Lieu and Development Fees.							
1. Within the parkland dedication ordinance, stipulate that parkland dedication and subsequent improvements occur during the first phase of subdivision development.	X				Regulations and Standards	CC; CM; LD; PARD; PD	N/A
2. Consistent with the parkland dedication ordinance, establish parkland dedication, fees-in-lieu, and development fees, the amount of which should keep pace with the costs of parkland acquisition.	X				Policies and Programs; Regulations and Standards	CC; CM; LD; PARD; PD	N/A
3. Stipulate that parkland dedication fees-in-lieu are allocated to a specific fund to allow for community park dedication and subsequent fund allocation so that the City might have more opportunities to acquire larger parcels of land that benefit a larger service area rather than solely requiring dedication within the area associated with the specific residential development.	X				Policies and Programs; Regulations and Standards	CC; CM; LD; PARD; PD	N/A
4. Include provisions and some degree of surety that will require developers to follow through in their dedication of parkland and construction of facility improvements in a timely matter (i.e., within the first phase of development, not at build-out).	X				Regulations and Standards	CM; LD; PARD	N/A
5. At the appropriate time, convene a series of developers forums, to present the parkland dedication, fee-in-lieu, and development fee ordinances and receive input.	X				Partnerships and Coordination	PARD	N/A

1 'O' = Ongoing
2 See Table 5.1, Implementation Partners and "Action Leaders" on page 5.5 for list and descriptions of Implementation Partners and Action Leaders.

GOAL 5

	Initiation Time Frame (Years)				Action Type	Implementation Partners and Action Leaders[2]	Estimated Order of Magnitude Cost
	'O'[1]	1-3	3-10	10+			
STRATEGY 5.2.6: Develop park planning zones within which to allocate capital resources.							
1. The Parks and Recreation Division should work with the Planning Division to develop planning rationale and criteria through which to establish park planning zones.	X				Policies and Programs; Regulations and Standards; Partnerships and Coordination	PARD; PD	N/A
2. Plan for a quarterly reporting process to share the available parkland dedication funds by planning zone and compare with the priorities within each planning zone.	X				Policies and Programs; Regulations and Standards; Partnerships and Coordination	PARD	N/A
3. Prioritize expenditures within each planning zone.	X				Policies and Programs; Regulations and Standards; Partnerships and Coordination	PARD	N/A
4. Continue to work with the City's GIS Division to input the park and recreation planning zones GIS shapefiles into the mapping function of the PRORAGIS™ system.	X				Policies and Programs; Regulations and Standards; Partnerships and Coordination	PARD; PD; ETD	N/A

1 'O' = Ongoing
2 See Table 5.1, Implementation Partners and "Action Leaders" on page 5.5 for list and descriptions of Implementation Partners and Action Leaders.

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PARK CONDITIONS ASSESSMENT

Introduction **A.2**

Table A.1, Assessment Categories A.2

Figure A.1, Sample Field Park Conditions Assessment A.3

Conditions Assessment Scoring **A.3**

Table A.2a-b, Park Conditions Assessment A.4-5

Conditions Assessment General Findings **A.6-9**

Detailed Assessment; Opportunities for Improvement (Figure); and Magnitude of Costs by Park (Table):

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Beal Park A.12
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Conditions Assessment Field Worksheets **A.108**

INTRODUCTION

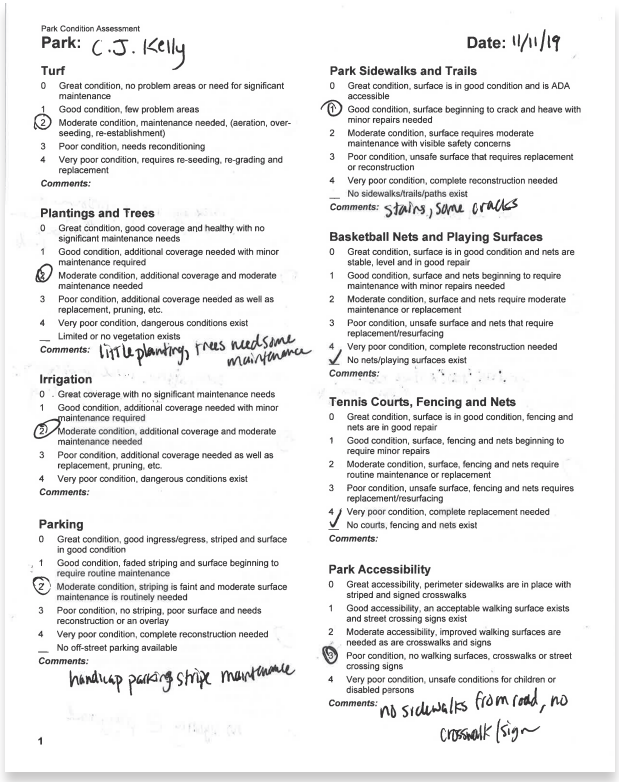
Demand, resource, and access-based assessments consider whether a recreational resource is available and accessible in a community (refer to **Section 3, *Needs Assessment*** of the Midland Parks, Recreation and Open Space Master Plan 2020). These three methodologies however do not measure the condition of parkland grounds and facility repair. The condition of existing parks, recreation facilities, buildings, equipment, and other improvements and quantities is extremely important relative to the perceived and actual quality of a community's parks and recreation system. The quality appearance and maintenance of the park system contributes to the image of the community and the perception of its livability. The conditions based assessment measures whether a park space and the facilities located on the site are maintained in a condition suitable to be used safely, or to otherwise entice continued visitation and usage by residents and other potential users. It is therefore essential for the City to maintain its facilities in quality repair and provide diligent care for its grounds and improvements.

Concurrent with the development of the ***2020 Parks, Recreation and Open Space Master Plan***, a conditions assessment was performed on Midland's parks system in November 2020. Midland's Park Conditions Assessment measures and ranks the condition of parkland grounds and facilities according to 14 categories described in **Figure A.1**, ***Assessment Categories***. A visual assessment was conducted of all 50 park properties. The assessment methodology allows the City to rank and review results by park property, and system-wide by assessment category. Each park is assessed in detail with recommendations and opportunities for improvement (pages A.10-A.109). The actual park conditions assessment worksheets for each of Midland's parks are included within a supplement to this Park Conditions Assessment (refer to a sample field park conditions assessment form in **Figure A.1** on facing page). The averaged scores are displayed in **Table A.2a-b**, ***Park Conditions Assessment***. Within the table, parks with the lowest and highest scores are shaded orange (lowest, poor condition) and green (highest, good condition).

Table A.1, Assessment Categories

Turf	Manicured lawn areas, cumulative - may include surfacing for previously listed categories including athletic fields and open play areas.
Plantings and Trees	Health, maintained conditions, and coverage of trees and other landscaping including overgrowth, strategic placement of vegetation to define park spaces.
Irrigation	Existing planting's health, presence / absence, and condition of irrigation.
Parking	Off-street parking areas and proximate on-street parking areas.
Park Pathways and Trails	Surface condition, pathway/trail widths, vertical and horizontal clearance, crossing points, and ADA accessibility. Considers variations in pathway/trail type depending on the type of fitness, recreational, or transportation activities the trail is designed to support.
Sport Courts	Playing surface, netting, striping, walls, and other non-removable facilities essential to support the activity and define the area of play.
Park Accessibility	Bicycle, pedestrian and ADA access to, from and within the park space.
Park Amenities	Accessory amenities serving general visitation including waste receptacles, pet waste stations, water fountains, benches, grills, sheltered/unsheltered picnic tables, etc.
Play Equipment	Playscapes, surrounding surface areas, accessory structures to improve the comfort of users and attendants.
Park Facilities (i.e., Buildings, Shelters, and Pavilions)	General recreational and accessory structures (enclosed and open air) including pavilions, restrooms, concession stands, bleachers, and special use facilities support miscellaneous activities (i.e., skating, archery, etc.). Areas defined for public gathering including seating and shade structures.
Sport (Athletic) Fields	Playing surface, netting, and other non-removable facilities essential to support the activity and define the field of play (striping not considered due to differing conditions depending on season).
Signage	Identification, information, and wayfinding signage.
Fencing	Sport courts and (athletic) fields fencing. Condition, installation, and where it may be beneficial.
Lighting	Lighting standards, fixture, and coverage area.

Figure A.1, Sample Field Park Conditions Assessment



Park Condition Assessment

Park: C.J. Kelly **Date:** 11/11/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
(2) Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments:

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments: little planting, trees need some maintenance

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
(2) Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
__ No off-street parking available
Comments: handicap parking stripe maintenance

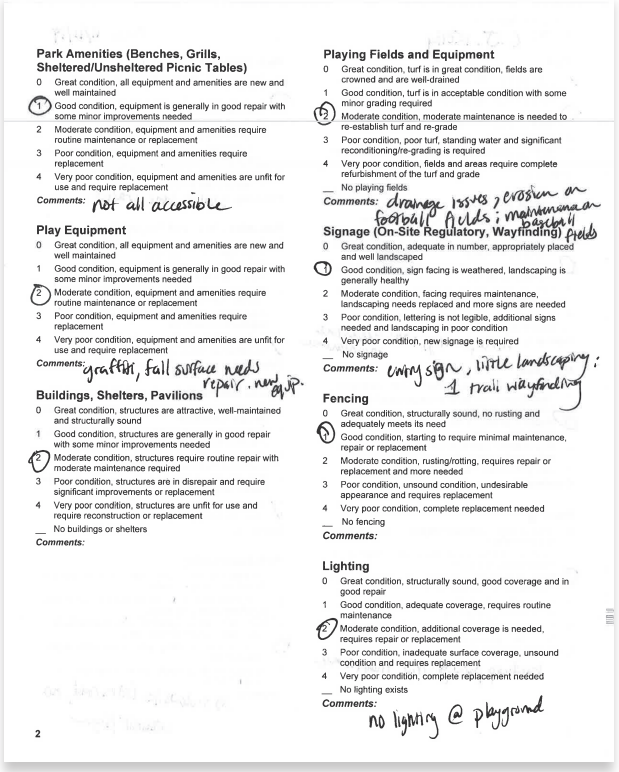
Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
(1) Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments: stairs, some cracks

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist
Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
2 Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
(3) Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: no sidewalks from road, no crosswalk sign

1



Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: not all accessible

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: graffiti, fall surface needs repair. new equip.

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
(2) Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters
Comments:

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
(2) Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
__ No playing fields
Comments: drainage issues, erosion on football fields; maintenance on baseball fields

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
(1) Good condition, sign facing is weathered, landscaping is generally healthy
2 Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: entry sign, little landscaping; 1 trail wayfinding

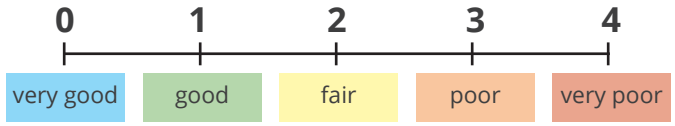
Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
(1) Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
__ No fencing
Comments:

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
(2) Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
__ No lighting exists
Comments: no lighting @ playground

2

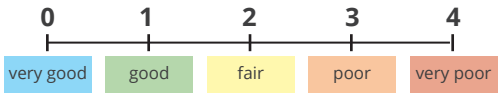
CONDITIONS ASSESSMENT SCORING

The scores for each facility or improvement range is from zero (0) to four (4), with zero representing the improvements that are in very good condition. A ranking of four is for those buildings, facilities, and/or improvements that are in very poor condition and therefore, warrant replacement, rehabilitation, or reconstruction. A score of 0.0 to 0.4 is considered “very good;” 0.5 to 1.4 is “good;” 1.5 to 2.4 is “fair;” 2.5 to 3.4 is “poor;” and 3.5 to 4.0 is “very poor.”



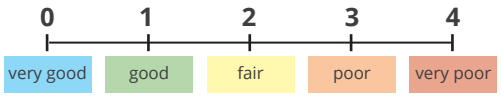
Where applicable, there is also an indication of improvements that do not exist in some parks. For each park there was a tabulation of the scores, divided by the total number scored. The composite score indicates the overall condition of the park, and in turn, provides a means to compare the condition of each park relative to others in the parks and recreation system. This information is valuable to determine City-wide priorities, and more specifically, to determine what improvements are warranted at each park. In general, the park system is in fair condition and received an overall score of **1.9** , (refer to **Table A.2a-b**). The system-wide results of each of the 14 conditions assessment categories is presented on pages A.6-A.9.

Table A.2a, Park Conditions Assessment



		Turf	Planting and Trees	Irrigation	Parking	Park Pathways and Trails	Sports Courts	Park Accessibility	Park Amenities	Play Equipment	Park Facilities	Sport (Athletic) Fields	Signage	Fencing	Lighting	**Composite Score**
R **Regional Parks**																
I-20 Wildlife Preserve	2201 S. Midland Drive		1	2	2			2	0		1		0	1		**1.1**
Hogan Park	1201 E. Wadley Ave.	(Hogan Park not assessed due to redesign and reconstruct park).														
C **Community Parks**																
Beal Park	5200 W. Wall St.	3	2	2	3	2	3	2	2	3	2	1	4	1	2	**2.3**
Butler Youth Sports Complex	3801 Bluebird Ln.	3	2	2	2	2		2	2	2	2	3	1	1	2	**2.0**
C.J. Kelly Park	5500 League Dr.	2	2	2	2	1		3	1	2	2	2	1	1	2	**1.8**
Dennis the Menace Park	2201 W. Indiana Ave.	3	1	1	1	0		1	0	0	0		1	0	1	**0.8**
Reyes-Mashburn-Nelms Park	2101 E. Cuthbert Ave.	2	1	2	3	2		2	2	2	2	2	4	1	3	**2.2**
Ulmer Park (MUGS Softball)	2700 West Kentucky Ave.	2	1	2	3	1	1	2	2	2	2	1	4	1	2	**1.9**
Washington Pool and Park	1701 E. Washington Ave.	2	1	1	1	1	1	1	2	1	0	1	4		0	**1.2**
Windlands Park	1001 W. Dengar Ave.	2	2	2	2	2		2	3	4	2	2	4	1	2	**2.3**
S **Special Use Facilities**																
Doug Russell Pool	900 N. Midland Dr.	2	2	2	2	1		2	1	1	1		3	0	2	**1.6**
Scharbauer Sports Complex	5514 Champions Dr.	2	1	1	1	1		1	1	1	1	0	1	1	1	**1.0**
P **Pocket Parks**																
College Ave Triangle	College Ave. / W. Indiana Ave.	2						4								**3.0**
Crier Park	1500 W. Wall St.	2	1	1		1		1	2		2		4		2	**1.8**
Indiana Ave Triangle	W. Indiana Ave. / Holloway Ave.	2														**2.0**
Jacotte Park	Jacotte Circle / E. Golf Course Rd.	2	1													**1.5**
Lloyd Park	W. Cuthbert Ave. / N. Marienfeld St.	1	2	4		3		3	2				4		4	**2.9**
Scharbauer Drive Triangle	W. Scharbauer Dr. / W. Golf Course Rd.	3	0													**1.5**
Unity Park	Louisiana Ave. / Lamesa Rd.	3	3	4		1		3	3				4		4	**3.1**
Vietnam Veterans Memorial	9915 Wright Dr.	2	1	1	2	1		1	1	1	1		1		1	**1.2**
Volunteer Park	900 N. Big Spring St.		1	4		2		2	3				4	1	3	**2.5**

Table A.2b, Park Conditions Assessment



N Neighborhood Parks

		Turf	Planting and Trees	Irrigation	Parking	Park Pathways and Trails	Sports Courts	Park Accessibility	Park Amenities	Play Equipment	Park Facilities	Sport (Athletic) Fields	Signage	Fencing	Lighting	Composite Score
Bradford Park	801 E. Pennsylvania Ave.	2	1	2		2	2	1	1	2	1		4		1	1.7
Cowden Park	1100 Ward St.	2	1	2	2	1		1	2	1		1	4		3	1.8
Dunagan Park	600 E. Gist Ave.	3	3	2		1		1	2	1	2	1	4		4	2.2
Elkin Park	1101 W. Washington Ave.	2	1			1		2	1	3			4	2	4	2.2
Essex Park	3400 Whittle Way	2	2	1		1	2	2	1	1		1	4		3	1.8
Fasken Park	2301 Humble Ave.	1	1	1		1	1	2	1	0	0	1	4		0	1.1
Garrett Brown Park	300 S. Holly Dr.	1	1			1	2	2	2	2	2	1	2	3		1.7
Grafa Park	Midkiff Rd. / Ma Mar Ave.	2	2	2		3		2	2	1			2	3	4	2.3
Grasslands Park	2500 Crowley Blvd.	2	1	2		2		2	1		2		4			2.0
Greathouse Park	5105 Greathouse Ave.	2	1	2		1		2	0	0	0					1.0
Haley Park	1800 Holloway Ave.	2	2	2		2		4	2	3			4		4	2.8
Halff Park	100 E. New Jersey Ave.	3	2			2	1	2	1	2		3	4			2.2
Henderson Park	4701 Graceland Dr.	2	3	2		2		3	2	3			4			2.6
Hidalgo Park	1401 Orchard Ln.	2	1			1	2	2	2	1	2	3	4		2	2.0
Hill Park	1301 W. Cuthbert Ave.	1	1			1		2	2	1			4			1.7
House Park	4800 Ric Dr.	1	2	1		1		2	1	2		1	4		0	1.5
Ida Jo Moore Park	1701 W. Nobles Ave.	2	2	4		4		2	1	1			4	3	4	2.7
Kiwanis Park	2900 Haynes Dr.	2	2	2		1		2	2	1	3	3	2		2	2.0
Lancaster Park	3501 W. Kansas Ave.	3	2					3	2	3		3	4	1		2.6
Martin Luther King, Jr. Park and Center	2300 Butternut Ln.	3	1	3	3	2	2	2	2	1	1		4	1	3	2.2
Pioneer Park	2001 Lindora Way	1	1			2		2	1	1		1	4			1.6
Ratliff Park	2411 Edwards St.	2	1	1		1		2	2	1	0	1	4		2	1.5
Santa Rita Park	5200 Whitman Dr.	2	2	2				3	1	2			4	1		2.1
Sidwell Park	500 Neely Ave.	2	3			3		3	2	3		1	4			2.6
Sparks Park	1500 E. Golf Course Rd.	2	1	1		1	0	2	1	1	1	1	4		2	1.4
Taylor Park	1401 Carter Ave.	2	1	2	2	1	2	1	1	1		1	4	3	2	1.8
Trinity Park	3900 St. Andrews Dr.	1	3	2		1		2	2	3		1	4			2.1
Tumbleweed Park	1300 Ventura Ave.	2	2	2		1		3	2	1	2		4	1		2.0
Wadley Barron Park	1001 N. "A" St.	1	0			0		1	2		2		3	1	2	1.3
	Composite Score	**2.0**	**1.5**	**2.0**	**2.1**	**1.5**	**1.6**	**2.0**	**1.6**	**1.6**	**1.4**	**1.5**	**3.4**	**1.3**	**2.3**	**1.9**

CONDITIONS ASSESSMENT GENERAL FINDINGS

Turf

rating: 2.0, fair condition



Wadley-Barron Park — Source: Halff Associates

Established turf areas in most parks is in need of reestablishment or reconditioning. At Wadley Barron Park and Beal Park, the side slopes along the ponds have severe areas of erosion that may lead to slope and sidewalk failure. Many parks have erosion at the edges of sidewalks and within the play fields. During the park conditions assessment, a majority of the parks were covered in burs which indicated a need for more consistent maintenance, pre-emergent practices.

Irrigation

rating: 2.0, fair condition



Reyes-Mashburn-Nelms Park — Source: Halff Associates

As a vital component to the health of plants, irrigation is a key component to their survival. Although the operation of each park's irrigation system was not performed, the visual analysis of the existing planting's health indicates that they rely on natural rainfall or are irrigated with an automatic irrigation system. However, exposed irrigation pipes were commonly observed at the base of trees and pulled-up within empty planting beds.

Plantings and Trees

rating: 1.5, fair condition



Martin Luther King, Jr. Park — Source: Halff Associates

Most of the parks have few plantings and trees thus providing minimal natural shade coverage. Many trees within the parks require pruning or replacement. Additional shade coverage is also needed because park patrons will typically relax in outdoor spaces that are cool and protected from the sun. This reiterates the fact that native plants fare better in arid climates than ornamental plants. Shrub, perennial, and groundcover plantings can be used as accents for entry signage and foundation plantings.

Parking

rating: 2.1, fair condition



Reyes-Mashburn-Nelms Park — Source: Halff Associates

On-street parking is provided for many neighborhood and pocket parks, while most community parks and sports complexes provide off-street parking. Most off-street parking areas are in moderate shape. Striping improvements and filling-in potholes is warranted in many of the parking lots. For parks with only on-street parking, access to the park becomes difficult. Some parks do not have handicapped ramps leading from the street to the sidewalk.

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Park Pathways and Trails

Rating: 1.5, fair condition



Pioneer Park — Source: Halff Associates

While the conditions of concrete sidewalks and pathways are generally in good condition, some parks do not have curb-ramps to access the park, or the walk access is poorly placed along the block instead of located at intersections with crosswalk striping and signage. The majority of parks do not have a perimeter sidewalk. Many parks have areas of cracked concrete or vandalism that require repairs. There are several parks that do not have paved access to the site amenities or perimeter sidewalks, which limits handicapped access. All parks with decomposed granite trails and have lost surface material and are overgrown with weeds. Several sidewalks and decomposed granite trails require maintenance and/or immediate remedial repairs to avoid more significant damage and subsequent replacement costs.

Sports Courts

rating: 1.6, fair condition



Garret Brown Park — Source: Halff Associates

Basketball backboards, nets, basketball courts and playing surfaces are in fair condition. Most parks basketball courts require restriping and repairs to cracked concrete, as well as surface cleaning to remove vandalism. MLK Jr. Park and Center, Ulmer Park, Bradford Park, and Hidalgo Park all have volleyball courts. All volleyball courts are in need of maintenance to refinish the sand surface and maintain a designated edge between sand and adjacent grass areas. For the most part, the nets are in fair condition. The fencing around several courts requires repair or replacement due to rust and bent posts.

Park Accessibility

rating: 2.0, fair condition



Grafa Park — Source: Halff Associates

Accessibility is ranked as the highest concern with a relative average score of 2.0. In most cases the low scores are due to the lack of sidewalk access to parks, perimeter and other sidewalks within parks, and crosswalks with street crossing signs. Accessibility is among the highest priorities to ensure patrons can access the City's parks safely and conveniently. The priority must extend beyond the individual parks to the design and retrofitting of sidewalks within streets and neighborhoods.

Park Amenities

rating: 1.6, fair condition



Reyes-Mashburn-Nelms Park — Source: Halff Associates

The amenities within the parks are in fair condition, although the assessment indicates a need for new or improved amenities. Some amenities, such as benches, picnic tables and shade structures require increased maintenance to ensure longevity. Most of the park amenities have chipped coating and paint, with exposed rusting metal. Irrigation vaults should be checked to see if they are actually operable, if not, the vaults should be removed to avoid creating safety hazards. Vault covers should be tethered to the vault with a cable. In some parks, the filter fabric that was originally installed under play equipment fall surfaces or decomposed granite trails has been uncovered, creating an unsightly appearance. The fabric should either be removed or buried with additional granite material.

Play Equipment

rating: 1.6, fair condition



Elkin Park — Source: Halff Associates

The play equipment at Midland's parks is in fair condition. The majority of parks have equipment that require maintenance. Several parks have play equipment that pose safety hazards and require replacement. In general, maintenance needs require the city to infill mulch material and keep the level consistent to provide a safe and accessible fall surface, as well as keeping all play equipment clean and free of vandalism. Several parks have missing play equipment pieces. Windlands Park, Butler Youth Sports Complex, Lancaster Park, Henderson Park, Sidwell Park, and Elkin Park have equipment that needs to be replaced. Not all play equipment within the parks provides inclusive access for those who are wheelchair-bound.

Park Facilities

rating: 1.4, good condition



Doug Russell Pool — Source: Halff Associates

The buildings and shelters are in fair condition. Ongoing maintenance and repair is needed due to surface stains, rust, paint chippings, and vandalism.

Sport (Athletic) Fields

rating: 1.5, fair condition



Taylor Park — Source: Halff Associates

Playing fields, backstops, dugouts and equipment are in fair condition. Many infields are overgrown with weeds that require eradication for optimum playability. Turf conditioning in many playing fields is needed.

Signage

rating: 3.4, poor condition



Windlands Park — Source: Halff Associates

Park entry signs are in poor condition and require repairs or total replacement. Overall, there is a lack of wayfinding signage that direct people to parks. The majority of parks have trail wayfinding signs within the park that require users to scan a QR code with a smartphone to be directed to an online trail map. This advanced wayfinding technique is a great park addition, however, traditional wayfinding signs should still be implemented to accommodate parks visitors that are unable to utilize smartphone features. Most parks have signs that state park rules and regulations. "Children at Play" signs should be erected in the areas around all parks within neighborhoods. Directional signage should also be erected along nearby roadways to assist visitors with navigation to the park location. All parks have free-standing signs without accent planting.

Fencing

rating: 1.3, good condition



Reyes-Mashburn-Nelms Park — Source: Halff Associates

Existing fencing is generally in fair condition. Overall, most fences require routine maintenance and replacement of broken elements as necessary. Many parks do not have fencing, or do not have fencing in the appropriate locations. For some parks ornamental fencing should be erected to provide a barrier between roadways and playgrounds to protect small children, prevent sport balls from rolling onto adjacent streets, and to screen adjacent properties.

Lighting

rating: 2.3, fair condition



Windlands Park — Source: Halff Associates

Additional lighting is needed in most of Midland's parks. Many parks rely on flood lights mounted on telephone poles or sports field lighting. Pedestrian lighting will help improve the overall safety of the parks, whether from harmful individuals or reducing the risk of injury from vehicular collisions. The sports complexes and many parks with off-street parking include parking lot lighting. Although an examination of the safety lighting at parking lots was not performed, the importance of lighting during evening hours for safety is of paramount importance.

R

I-20 WILDLIFE PRESERVE

rating: 1.1, good condition

I-20 Wildlife Preserve and Jenna Welch Nature Study Center is at 2201 S. Midland Drive off S. Midland Drive between BI-20 and I-20. Prominent entry signage flanks a long entry drive leading back to a secluded parking lot which provides great separation from the main roadway. All paths are decomposed granite and are in good condition. The planting beds at the entry to the pavilion are sparse with exposed irrigation lines (refer to **image 1**). The plantings throughout the park consist of natural vegetation. There are areas along the pathway where the vegetation could be pruned to provide better access for able-bodied and wheelchair-bound visitors (refer to **image 2**). The park amenities located at the pavilion are in great condition. The pavilion's facade should be cleaned to remove dirt. Informative signage is well-placed along the trail network and is in great condition, however some signage along the trail require minor maintenance to make it more readable (refer to **image 3**).

1



2



3



Figure A.2, I-20 Wildlife Preserve Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property

Opportunities for Improvement

— Expand the Jenna Welch Nature Study Center to include administrative office suites, citizen science and curriculum-based classrooms for citizens, research laboratories, the Playa Wetlands Research Institute, and vibrant community spaces.

C BEAL PARK

rating: 2.3, fair condition

Beal Park is located at 5200 W. Wall Street at the southwest corner of Midland at the intersection of SL 250 and BI-20. Park signage is located at both the north and south entrances. Both are in poor condition, and the visibility of the sign to the south is slightly blocked by a tree. Each parking lot has areas in need of repair along with minimal striping and no lighting. Lighting is provided along the roadway bisecting the park. Overall, the turf is in poor condition with eroded areas needing reestablishment, patches of burs, noxious weeds, and erosion at concrete edges. Tree coverage is focused along the perimeter fencing of the ball fields, additional tree coverage throughout the park will provide more natural shade. The sidewalks and trails have severe cracking due to lack of control joints, and erosion at the edges.

The basketball court is in poor condition with numerous cracks, vandalism that has been painted over, patches of maintenance work, no striping, and erosion at the edges posing a safety hazard. The skatepark has similar issues, including graffiti, rust, broken and chipped concrete, and erosion at the edges. The northern half of the park is disconnected from the amenities to the south. Providing sidewalks will improve circulation and help connect these two areas. The park amenities are in moderate condition with common issues such as rust, chipped paint or surface material, and broken components. The play equipment is not accessible, components are rusted, paint is faded and chipped, and there is vandalism on multiple elements. A dog park was added to the bar in 2016. Buildings and pavilions are in moderate condition having rust, graffiti, broken fixtures, and erosion occurring at the edges (refer to **image 1**, left and right). The Ranch House and adjacent elements is in disrepair with major rust issues on the amenities and water tower, and erosion at the pond edge. The incomplete amphitheater is in very poor condition and is covered in graffiti, turf requires reestablishment, and noxious weeds have overgrown the area (refer to **image 2**). The baseball fields to the west are in good condition with minor issues of rust on the dugouts, fencings, and benches. The fields to the east require maintenance as grass is overgrowing the infields (refer to **image 3**), there are no covers for the dugouts or bleachers, no scoreboards, paint is wearing off the foul poles, and rust is staining the concrete. The soccer fields require turf reestablishment in numerous areas due to erosion and patches of burs.









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Figure A.3, Beal Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Sidewalk
Tree(s)
Lighting

Opportunities for Improvement

- Additional landscape enhancements (trees) and shade structures.
- Solar lighting on paths and playground.
- Complete the Beal Park Amphitheater.
- Fill out the park with additional soccer fields and establish Beal Park as a regional soccer tournament facility.
- Additional parking and restrooms.
- Future trailhead and trail connection to Beal Parkway Trail (north) and BI-20 frontage road Trail (south).

Table A.3, Beal Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Concrete Sidewalk	SF	9,000	$8.00	$72,000.00
Parking Lot Striping	LF	7,000	$1.50	$10,500.00
Parking Lot Light	EA	7	$5,000.00	$35,000.00
Restrooms	LS	1	$400,000.00	$400,000.00
Replace Playground Equipment; Includes Surfacing	EA	1	$200,000.00	$200,000.00
Basketball Court Striping	LS	1	$2,500.00	$2,500.00
Infield Dirt	EA	4	$10,000.00	$40,000.00
Dugout Covers	EA	8	$2,000.00	$16,000.00
Tree	EA	106	$350.00	$37,100.00
Turf Reestablishment	***AC***	***1.5***	***$2,500.00***	***$3,750.00***
Sports Field Turf Reestablishment	AC	1	$5,000.00	$5,000.00
			20% Contingency	**$164,370.00**
			Total Cost	**$986,220.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

C BUTLER YOUTH SPORTS COMPLEX

rating: 2.0, fair condition

Butler Youth Sports Complex is located just outside SL 250 adjacent to the Water Purification Plant and Crestgate single family subdivision 3801 Bluebird Lane. Large parking lots bisecting the park provide adequate parking and access to the various elements around the complex. The complex is not accessible via connections to City sidewalks. The entry sign is in good condition, however the planting bed where the sign is located is bare with exposed irrigation lines (refer to **image 1**, left). The turf is in poor condition overall, with many areas of erosion near sidewalks and fences, bare spots on playing fields, and patches of burs. The existing vegetation is in moderate condition, but some areas need additional plantings. Placing trees behind the centerfield fence provides a backdrop allowing the batter to better see the ball. The parking lot is in moderate condition and does include lighting, but the entirety of the parking area needs restriping (refer to **image 1**, right). Many areas of the sidewalk are heaving due to tree roots, cracking caused by settlement, or eroding away at the edges (refer to **image 2**, left). The park amenities are in moderate condition suffering primarily from rust and paint chipping. There are two playgrounds at the Complex, the one to the west being in great condition, and the playground to the east is in poor condition and needs replaced. The eastern playground has suffered from graffiti (refer to **image 2**, right), rust, paint fading and chipping, and is not accessible. Buildings, shelters, and pavilions throughout the site are in moderate condition. The gazebo near the playground needs replaced (refer to **image 3**) and the two concession buildings and eastern restroom need refurbished. Overall the playing fields are in poor condition. The baseball field dugouts are completely rusted, the player benches are worn down, and turf needs reestablished. The softball field dugouts are not covered, the turf is eroded in many areas, and the fencing is rusted and deformed. The soccer fields require turf reestablishment in high traffic areas. The parking lot and baseball fields have lighting, however the softball fields, soccer fields, and playgrounds do not.

1





2





3



Figure A.4, Butler Youth Sports Complex Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property

Tree(s)

Opportunities for Improvement

— Additional landscape enhancements (trees)
— Future trail connection to Blue Bird Lane Trail.

Table A.4, Butler Youth Sports Complex Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Parking Lot Striping	LF	10,200	$1.50	$15,300.00
Replace Playground Equipment; Includes Surfacing	EA	1	$200,000.00	$200,000.00
Replace Gazebo at Playground	EA	1	$20,000.00	$20,000.00
Refurbish Concession Building at Soccer Fields	LS	1	$-	$-
Dugout Covers at Softball Fields	EA	14	$2,000.00	$28,000.00
Tree	EA	42	$350.00	$14,700.00
Sports Field Turf Reestablishment	AC	3	$5,000.00	$15,000.00
			20% Contingency	**$58,600.00**
			Total Cost	**$351,600.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

C

C.J. KELLY PARK

rating: 1.8, fair condition

C.J. Kelly Park is located at 5500 League Drive in northwest Midland just outside SL 250 in the Grand Ridge subdivision. Three separate parking lots provide access to the different areas of the park. Pedestrian circulation from the baseball fields to the football fields is limited to one sidewalk. Turf and vegetation are in moderate condition with some eroded areas of turf and very minimal tree coverage. Trees located outside the centerfield fence of the baseball fields acts as a backdrop and helps the batter see the ball. The edge of the pond is in poor condition with erosion issues and requires bank stabilization (refer to **image 1**). The parking lots are in moderate condition with all three lots needing lighting and restriping. The park amenities are in good condition, but the three wheelchair-accessible tables near the playground do not have appropriate pathway access leading to them. The play equipment (replaced in 2014) is in great condition, however it is covered in graffiti (refer to **image 2**, left) and the synthetic turf surfacing is tearing in multiple locations (refer to **image 2**, right). The two concession and restroom buildings are in moderate condition and in need of maintenance to remove dirt and stains from the facade and concrete pad. The playing fields are in moderate condition with erosion on and adjacent to the football fields and weeds growing into the dirt on the baseball fields. Many dugout posts are rusted and staining the concrete below (refer to **image 3**, left). The fencing at the fields is in good condition, whereas the guardrail fence on the deck walkout is heavily rusted (refer to **image 3**, right).

1



2





3





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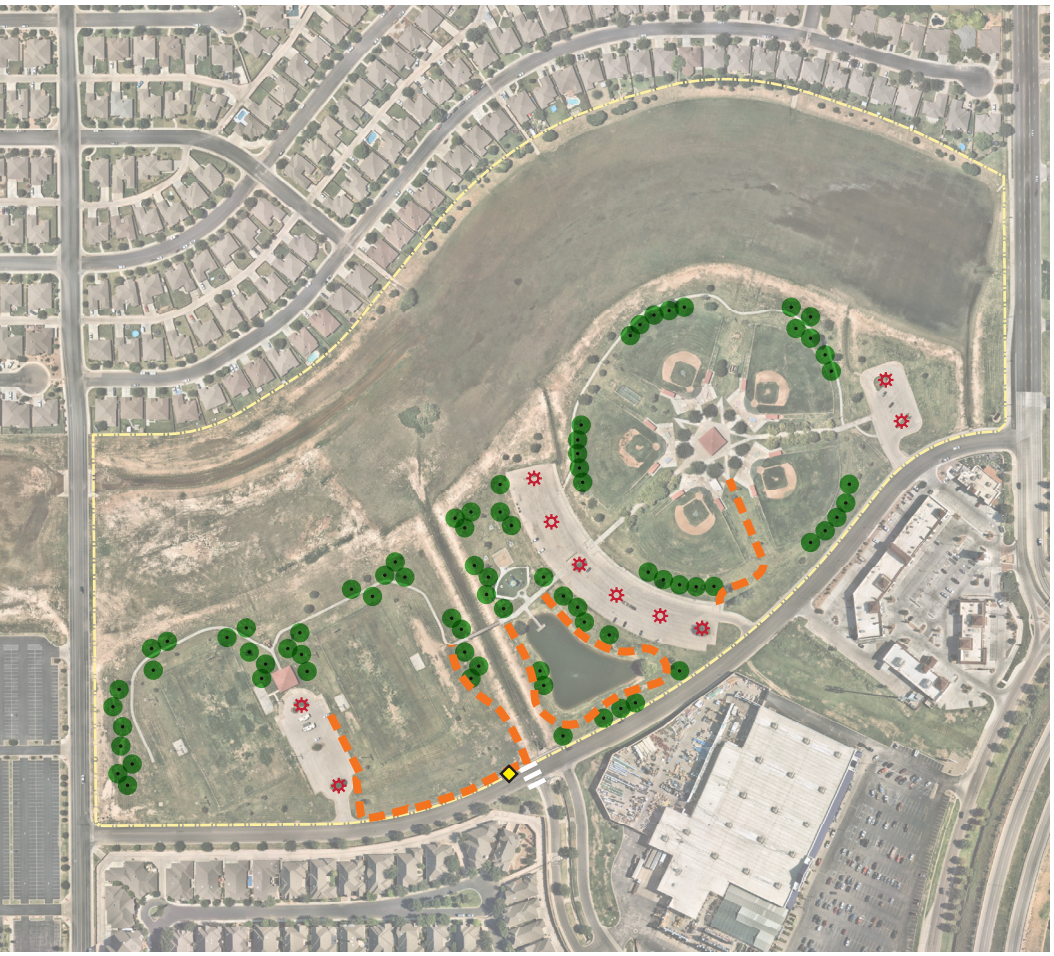
Figure A.5, C.J. Kelly Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Sidewalk
Crosswalk
Tree(s)
Lighting

Opportunities for Improvement

- Additional landscape enhancements (trees)
- The open space in the floodway could be programmed with a bicycle pump track.
- Future trail connection to Jal Draw Trail.

Table A.5, C.J. Kelly Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Concrete Sidewalk, 6' Width	SF	13,500	$8.00	$108,000.00
Crosswalk Striping	EA	1	$1,000.00	$1,000.00
Parking Lot Striping	LF	6,120	$1.50	$9,180.00
Parking Lot Light	EA	10	$5,000.00	$50,000.00
Replace Synthetic Turf at Playground[1]	SF	4,000	$15.00	$60,000.00
Tree	EA	78	$350.00	$27,300.00
			20% Contingency	**$51,096.00**
			Total Cost	**$306,576.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot

[1] Playground surfacing may be within warranty period

C

DENNIS THE MENACE PARK

rating: 0.8, good condition

Dennis the Menace Park is a recently renovated an urban park just west of downtown in the Southern subdivision at 2201 W. Indiana Avenue. Off-street parking is provided, however there are no parking lot lights. Curb ramps lead from the parking lot across the street, but there is no crosswalk striping or signage (refer to **image 1**). One sidewalk leads to the southeast corner of the site connecting to a City sidewalk. The turf surrounding the playground and in areas leading to the open lawn is in poor condition and requires re-establishment (refer to **image 2**). Large canopy trees are scattered through the playground area and provide good shade to the various amenities. The raised planter around the center plaza contains some ornamental grasses, but the raised planter has a lot of vacant space where more vegetation can be planted. The park amenities are in great condition, however no wheelchair-accessible tables are provided within the park. The pavilion to the west, near the splashpad, has too many tables crammed underneath, making access to the tables difficult. The play equipment and splashpad equipment is in great condition, with minor maintenance required to remove dirt from the bathroom facade. There is minor cracking in the concrete pads at the pavilions. The perimeter fencing is in great condition and provides good separation between the playground and busy roadway. Lighting is in good condition and provides adequate coverage around the sidewalk and playground elements.







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Figure A.6, Dennis the Menace Park Opportunities for Improvement.



Park Property

Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Opportunities for Improvement

— N/A, the park is still under construction

Table A.6, Dennis the Menace Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Turf Reestablishment	AC	1	$2,500.00	$2,500.00
			20% Contingency	**$500.00**
			Total Cost	**$3,000.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

C REYES-MASHBURN-NELMS PARK

rating: 2.2, fair condition

Reyes-Mashburn-Nelms park is located at 2101 E. Cuthbert Avenue on the southeast side of the city at N. Fairgrounds and Cuthbert Avenues in the Fairground subdivision. Reyes-Mashburn-Nelms Park has moderate accessibility. There are curb cuts near some of the parking lots, but no crosswalk striping or signage across roadways. The entry sign is in poor condition, large pieces of the sign have fallen off and there is no landscaping. (refer to **image 1**, left) The park is very spread out and visitors would benefit from the installation of wayfinding signs on site. The turf is in moderate condition overall due to burs, ant hills, and erosion across the site. The plantings and trees are in good condition, and there are newly planted young trees near the BMX course. The parking is in poor condition (refer to **image 2**). There are no handicapped signs, the striping is faded, and there are both potholes and stains throughout. Sidewalks across the park are in moderate condition, with cracks and edges falling off in several locations. The park amenities are moderate due to rust and a chipped coating. There are no accessible bleachers or benches in the park. The BMX course appears to be in good condition, however, there is some erosion and spillage of soil on the adjacent walkway (refer to **image 3**). The play equipment is in moderate condition because the equipment is older, not accessible, and the surface needs repair or replacement (refer to **image 1**, right). The shelters and pavilions are in moderate condition due to rust on the majority of posts and beams. The play fields are moderate and littered with burs and ant hills. There is no walkway access to the soccer fields on the other side of a fairly busy road. Fencing across the site is in good condition with minor repairs needed. The park has poor lighting conditions due to inadequate coverage. All fields are well lit, but the parking lot fixtures require replacement and there is no lighting along sidewalks.



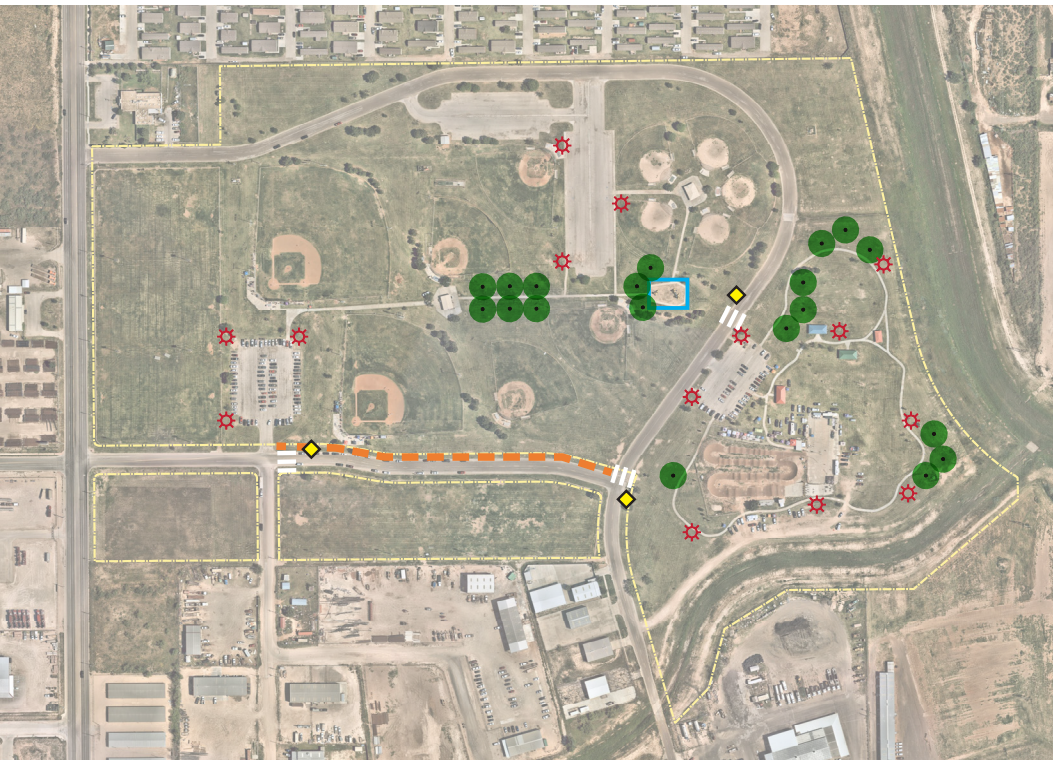






PACKET 15.690 July 14, 2020

Figure A.7, Reyes-Mashburn-Nelms Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Sidewalk
Crosswalk
Tree(s)
Lighting
Shade Structure

Opportunities for Improvement

- Field renovations and new layout to fit four baseball fields, four Little League fields, four T-Ball fields, and three soccer fields (U13 size field).
- Repaired score boards.
- Replace and relocate playground.
- Shade structure over playground.
- Additional landscape enhancements (trees).
- Extend the length of the internal trail.
- Resurfaced parking lots and additional parking.
- Expanded BMX track with new restroom.
- Future trail connection to Midland Draw Trail.

Table A.7, Reyes-Mashburn-Nelms Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Concrete Sidewalk, 6' Width	SF	8,340	$8.00	$66,720.00
Crosswalk Striping	EA	3	$1,000.00	$3,000.00
Replace Park Sign	EA	1	$5,000.00	$5,000.00
Parking Lot Resurfacing (Asphalt)	SF	129,942	$5.00	$649,710.00
Parking Lot Striping	LF	13,000	$1.50	$19,500.00
Replace Playground Equipment; Includes Surfacing	EA	1	$200,000.00	$200,000.00
Shade Structure at Playground	EA	1	$35,000.00	$35,000.00
Refurbish Concession Buildings	LS	2	$-	$-
Pedestrian Light	EA	14	$4,000.00	$56,000.00
Tree	EA	19	$350.00	$6,650.00
Turf Reestablishment	***AC***	***1***	$2,500.00	$2,500.00
Sports Field Turf Reestablishment	AC	8	$5,000.00	$40,000.00
			20% Contingency	**$216,816.00**
			Total Cost	**$1,300,896.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

C ULMER PARK

rating: 1.9, fair condition

Ulmer park is located at 2700 West Kentucky Avenue in the College Heights subdivision in south central Midland. One large parking lot to the north provides access for the entirety of the park. There are no connections to City sidewalks. The parking lot is in poor condition with numerous potholes and deteriorating asphalt, and the striping is faded in some areas (refer to **image 1**). The sidewalks are in good condition and lead around the park, but there is no connection from the ball fields to the facilities to the east. The facilities are in moderate condition due to rust, paint chippings, and inconsistency of furnishings. The two playgrounds (replaced in 2012 and 2016) are in moderate condition as there is vandalism, stains on the surfacing, and torn surfacing. Large shade structures provide adequate shade to the spectator bleachers, however the shades are beginning to tear at the corners and should be repaired before it worsens. The buildings and pavilions are in moderate condition as rust, faded paint, cracking, and stains are reoccurring issues. The playing fields are in good condition, however the dugouts, benches, score keepers table, and backstops are rusting (refer to **image 2**, left and right) and the concrete masonry dugouts are settling and beginning to crack. Fence slats are missing or broken in the outfield fences. The most easterly field is currently being renovated with a new turf field. The practice field on the eastern edge is in poor condition with a backstop that needs replaced and turf reestablished (refer to **image 3**). Lighting around the ball fields is adequate, but additional parking lot lighting is needed.

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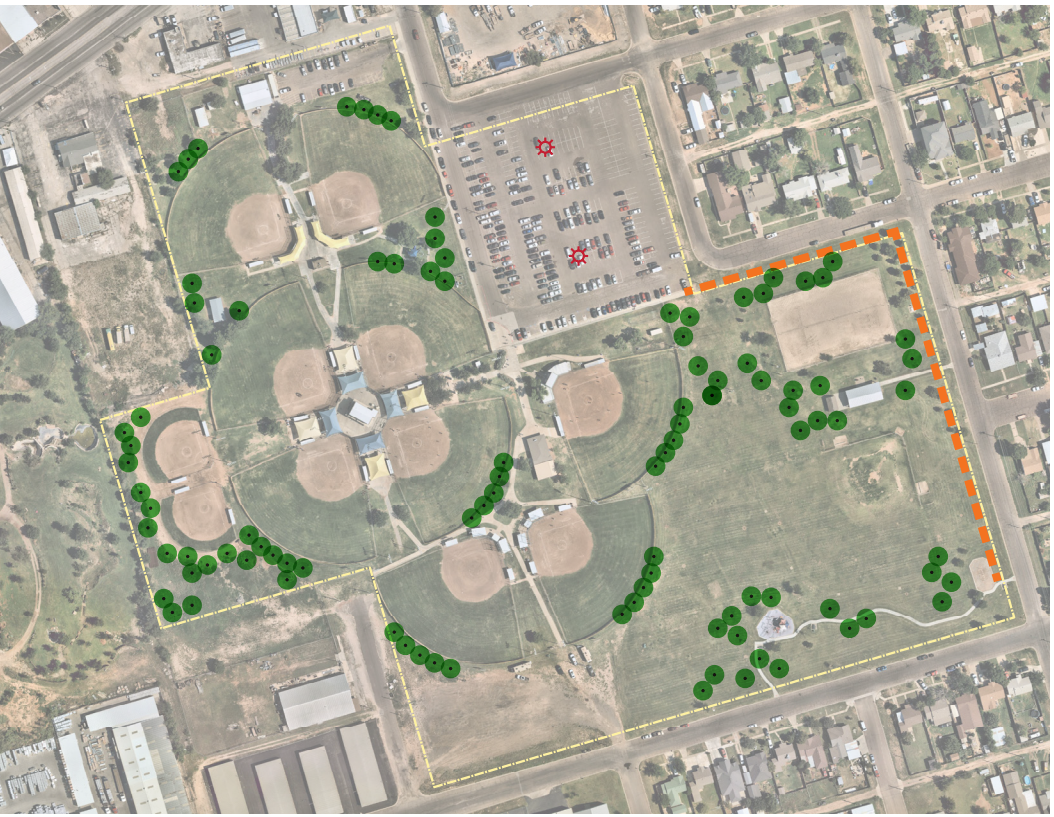
3



PACKET 15.692 July 14, 2020

Figure A.8, Ulmer Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Sidewalk
Tree(s)
Lighting

Opportunities for Improvement

- Additional restrooms to meet the needs of major softball tournaments.
- Additional landscape enhancements (trees).
- Future trail connection to Wall Street Trail and Holloway Avenue Trail.

Table A.8, Ulmer Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Concrete Sidewalk, 6' Width	SF	6,270	$8.00	$50,160.00
Parking Lot Resurfacing (Asphalt)	SF	138,000	$5.00	$690,000.00
Parking Lot Striping	LF	5,400	$1.50	$8,100.00
Parking Lot Light	EA	2	$5,000.00	$10,000.00
Restrooms	LS	1	$400,000.00	$400,000.00
Replace Backstop	EA	1	$10,000.00	$10,000.00
Turf Field (Under Construction)	LS	1	$450,000.00	$450,000.00
Tree	EA	100	$350.00	$35,000.00
Turf Reestablishment	AC	1	$2,500.00	$2,500.00
			20% Contingency	**$331,152.00**
			Total Cost	**$1,986,912.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

C WASHINGTON AQUATIC CENTER AND PARK

rating: 1.2, good condition

Washington Aquatic Center and Park is located at 1701 E. Washington Avenue in southeast Midland adjacent to the Moody and Greenwood single family residential subdivisions. Washington Aquatic Center and Park is difficult to locate due to lack of signage and its disconnected layout. The entry sign on one side of the site is in poor condition, with no landscaping. Upon locating the park, access is also difficult due to a lack of curb cuts, ramps, crosswalk striping, and signage. The turf throughout the park is in moderate condition, with burs across the site and tire marks from vehicles driving through. Both plantings and trees are in good condition, with additional coverage needed. All three parking lots on site have faded striping and tire mark stains. Sidewalks within the park are in good condition, with the exception of a few areas that are cracked and stained. The basketball courts are beginning to require surface repair and restriping, along with graffiti that needs to be cleaned off (refer to **image 1**). Newer park amenities across the site have been installed (Washington Park pool renovations were completed in 2018), however, older pieces remain that require replacement. A table on site is rusted and broken (refer to **image 2**), and older concrete tables are in poor condition. The playground is in good condition overall, but the older swing set within the park in very poor condition. A shade structure was added to the playground in 2016. The swing set seats have exposed metal, posing a safety hazard (refer to **image 3**, left). New shelters and pavilions have been installed and remain in great condition. The baseball fields are in good condition, but the fencing and dugout areas require replacement (refer to **image 3**, right). The site is well lit by new lighting fixtures (solar lighting).



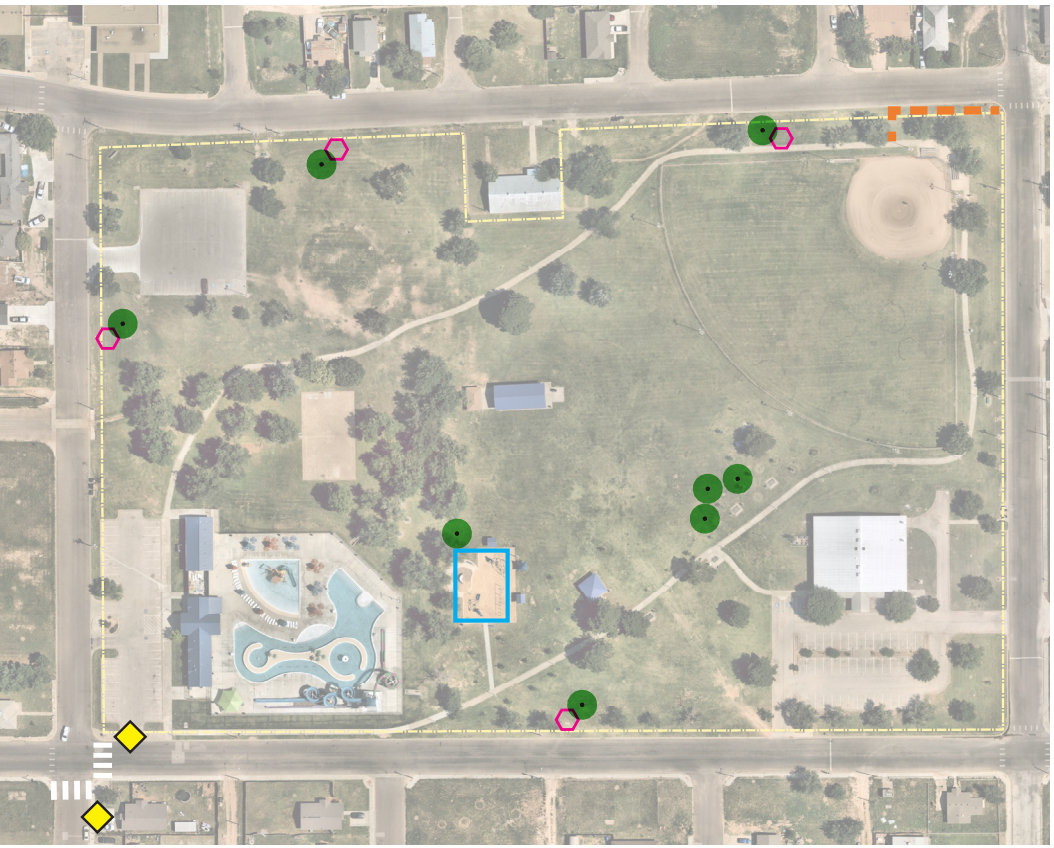






PACKET 15.694 July 14, 2020

Figure A.9, Washington Aquatic Center and Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Sidewalk
Crosswalk
Tree(s)
Bench
Shade Structure

Opportunities for Improvement

— Possible location for additional Community Center.
— Additional landscape enhancements (trees).
— Shade structure over playground.

Table A.9, Washington Aquatic Center and Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Concrete Sidewalk, 6' Width	SF	12,720	$8.00	$101,760.00
Crosswalk Striping	EA	2	$1,000.00	$2,000.00
Fencing	LF	TBD	TBD	TBD
Dugout Replacement	LS	TBD	TBD	TBD
Refurbish Swing Set	LS	1	$-	$-
Shade Structure at Playground	EA	1	$35,000.00	$35,000.00
Bench	EA	4	$1,000.00	$4,000.00
Tree	EA	8	$350.00	$2,800.00
Parking Lot Striping	LF	1,520	$1.50	$2,280.00
Turf Reestablishment	AC	1	$2,500.00	$2,500.00
			20% Contingency	**TBD**
			Total Cost	**TBD**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

C WINDLANDS PARK

rating: 2.3, fair condition

Windlands Park is located at 1001 W. Dengar Avenue in northeast Midland just south of Midland Airpark. One large, centrally located parking lot provides access to the different elements of the park. The park sign requires replacement as it is in poor condition with a broken corner that is exposing rebar (refer to **image 1**, left). The turf is in moderate condition with areas of erosion throughout the park. Many of the existing trees are located on the perimeter of the outfield fence of the baseball fields. Additional tree canopy will provide more natural shade for the park. The shrub areas within the xeriscape garden are bare with irrigation lines visible (refer to **image 1**, right). Lighting is provided in the parking lot, but there are some drainage issues and many spaces require restriping. Many areas of the sidewalks are cracking due to control joints being spaced too far apart, and rusting site furnishings are staining the concrete. The amenities throughout the park are in poor condition as they are rusting, rotting, exposed metal, and chipped paint (refer to **image 2**, left). Fitness stations located along the path sit on asphalt surfacing that is in disrepair and many are exposed to direct sunlight (refer to **image 2**, right). The playground is not accessible, inclusive, and the equipment needs replacing due to vandalism, rust, missing parts, and exposed metal (refer to **image 3**, left). The building located near the baseball fields is in poor condition with rust creating holes in the doors and staining concrete. Light fixtures missing. Existing lighting is fading and needs to be repainted. The pavilion adjacent to the ballfields is not handicapped accessible, and is rusting. The grill and waste receptacles within the pavilion are also rusting. The pergola located in the xeriscape garden is fading and the wood is beginning to rot. The playing fields are in moderate condition due to rusting dugouts and shade canopies over the bleachers; bent bleachers; grass overgrowing the dirt infields; and drainage issues on the soccer fields. The batting cages are in poor condition with the synthetic turf and mats worn down, bent fencing, and rusting posts (refer to **image 3**, right).

1





2





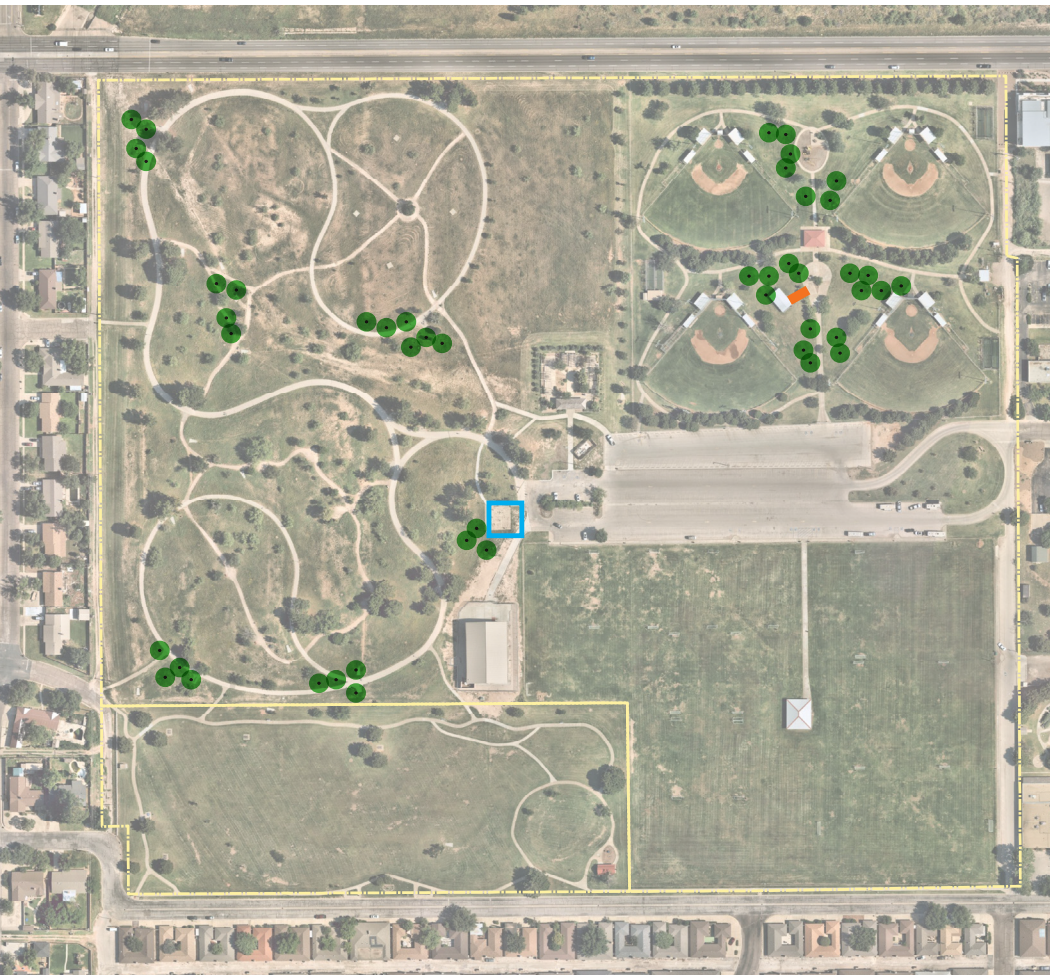
3





PACKET 15.696 July 14, 2020

Figure A.10, Windlands Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Sidewalk
Tree(s)
Shade Structure

Opportunities for Improvement

- Future trail connection to Jal Draw Trail and north-south N "I" Street Trail. Xeriscape demonstration as a wedding / special event facility.
- Move cricket field from Beal Park to Windlands.
- Shade structures over exercise equipment.
- Solar lighting.

Table A.10, Windlands Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Replace Park Sign	EA	1	$5,000.00	$5,000.00
Shade Structure at Fitness Stations	EA	1	$35,000.00	$35,000.00
Replace Playground Equipment; Includes Surfacing	EA	1	$200,000.00	$200,000.00
Shrubs/Grasses	SF	3,500	$7.00	$24,500.00
Tree	EA	46	$350.00	$16,100.00
			20% Contingency	**$56,120.00**
			Total Cost	**$336,720.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot

S

DOUG RUSSELL POOL

rating: 1.6, fair condition

Doug Russell Pool is located at 900 N. Midland Drive at the intersection of Cuthbert Avenue and Midland Drive adjacent to Alamo Junior High School in west Midland. The pool was recently renovated in 2016. Access is provided by off-street parking along N. Midland Drive and Storey Avenue. Two cross-walks occur along N. Midland Drive, however the striping does not lead to curb ramps or accessible paths (refer to **image 1**, left). The parking lots are in moderate condition due to drainage issues, many potholes, deteriorating pavement, faded striping, and minimal lighting. The pavement requires resurfacing, the striping needs repainting, and additional lighting will increase the safety of the parking lot. The park sign is difficult to see from the roadway and is rusting. The sign is located within a planting bed where vegetation is sparse, and turf is eroding near the concrete curb (refer to **image 2**). Heavy erosion is causing bare spots all along the base of the building. The turf surrounding the pool area is in moderate condition with many areas requiring reestablishment due to erosion, vehicular traffic, and patches of burs (refer to **image 3**, left and right). The landscaping near the front entrance of the building is also sparse and has exposed filter fabric and edging. The storage shed east of the pool is in poor condition with many areas of rust and vandalism. Minor maintenance is required to remove dirt from the exterior facade of the main building.











PACKET 15.698 July 14, 2020

Figure A.11, Doug Russell Pool Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Tree(s)
Lighting

Opportunities for Improvement

— New / updated pool bath house and restrooms. Bath house last renovated in the 1980s and has maintenance issues.
— Additional landscape enhancements (trees).

Table A.11, Doug Russell Pool Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Bath House and Restroom	LS	1	$500,000.00	$500,000.00
Parking Lot Resurfacing (Asphalt)	SF	53,150	$5.00	$265,750.00
Parking Lot Striping	LF	3,000	$1.50	$4,500.00
Parking Lot Light	EA	7	$5,000.00	$35,000.00
Tree	EA	23	$350.00	$8,050.00
Turf Reestablishment	AC	0.5	$2,500.00	$1,250.00
			20% Contingency	**$162,910.00**
			Total Cost	**$977,460.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

S

SCHARBAUER SPORTS COMPLEX

rating: 1.0, good condition

Scharbauer Sports Complex (SSC) is located at 5514 Champions Drive on the west side of the city at SL 250 and SH 191 in the Westridge Park subdivision. Scharbauer Sports Complex has good accessibility, but the curb cuts and ramps are poorly located within the parking lot. This condition could cause visitors to traverse through the parking lot, rather than utilizing the appropriate sidewalks. The entry signage is in good condition, however, there are no landscape enhancements. The locator signs in the parking lot are in good condition. Visitors of the complex would benefit from additional wayfinding signs throughout the site. The turf is in good condition, with the exception of a few bare spots and areas with drainage issues. There is an area on the hillside of one of the football fields with extensive erosion (refer to **image 1**). The plantings and trees are in good condition, but additional coverage is needed. There are exposed tree stakes within the pavilion area that pose a safety hazard. Parking on site is in good condition, but there are some areas with faded striping. There is no crosswalk striping or signage within the parking lots. The sidewalks on site are in good condition. The brick paver walkways are uneven and have drainage issues that need to be remedied (refer to **image 2**). The park amenities are in good condition. The play equipment is in good condition, although the equipment is faded and scratched. The buildings and pavilions across the complex are in good condition, but there are some paint chips and bird droppings that need to be cleaned. The play fields are in great condition. The fencing is in good condition, but there is chipped paint on the railings, and the entry fence is covered in dirt, rust, dents, and a couple of post caps are missing. The fencing surrounding the fields is in good condition. The lighting is in good condition, with the exception of a few damaged and missing light fixtures within the complex (refer to **image 3**).







PACKET 15.700 July 14, 2020

Figure A.12, Scharbauer Sports Complex Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Trees
Crosswalk

Opportunities for Improvement

— Lights and restrooms needed for the flag football fields.
— Future trail connection to Deauville Boulevard Trail.

Table A.12, Scharbauer Sports Complex Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Crosswalk Striping	EA	7	$1,000.00	$7,000.00
Pedestrian Light	EA	4	$4,000.00	$16,000.00
Tree	EA	6	$350.00	$2,100.00
Turf Reestablishment	AC	2	$2,500.00	$5,000.00
			20% Contingency	**$6,020.00**
			Total Cost	**$36,120.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

N

BRADFORD PARK

rating: 1.7, fair condition

Bradford Park is an urban park southeast of Downtown in the Southern subdivision at 801 E. Pennsylvania Avenue. Bradford park is accessed by way of two separate curb cuts that have no crosswalk striping or signage. The entry sign is in poor condition and has no landscaping. The turf across the site is littered with burs. Plantings are limited to large and small trees, with no shrubs or accent plantings. There is no off-street parting for park visitors. Sidewalks in the park are in moderate condition. The basketball court surface needs minor repairs and re-striping. The volleyball court equipment is in good condition, but the sand surface is in need of maintenance and leveling (refer to **image 1**). The sand surface has spilled over into the adjacent grass, and the concrete edge is no longer visible. The park amenities are in good condition, but there are a few pieces with graffiti that require maintenance. The park benches are along the perimeter walkway and close to the adjacent roadway, and they face the park interior (refer to **image 2**). This orientation of the benches may pose a safety hazard for park users. The pavilions are in good condition, with some graffiti that requires maintenance. The play equipment is moderate condition. There are several missing pieces, and frayed rope with exposed metal (refer to **image 3**, left). The play equipment within the park is not accessible due to low mulch levels and there are areas with exposed fabric (refer to **image 3**, right). The chains of the swing set are rusted and need to be replaced. The site is lit by new light fixtures, but needs additional coverage.

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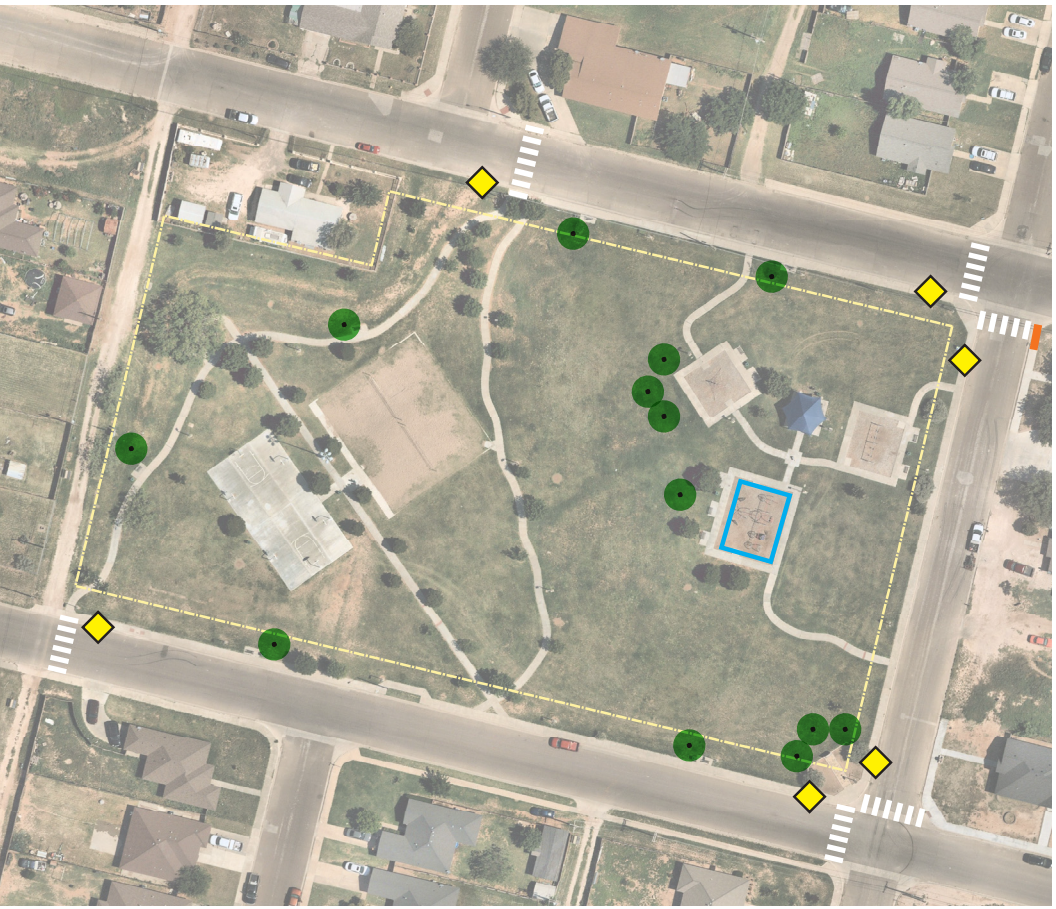
3





PACKET 15.702 July 14, 2020

Figure A.13, Bradford Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/
GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Sidewalk
Crosswalk
Tree(s)
Shade Structure

Opportunities for Improvement

— Solar lighting.
— Additional landscape enhancements (trees).
— Shade structure over playground.

Table A.13, Bradford Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Concrete Sidewalk, 6' Width	SF	30	$8.00	$240.00
Crosswalk Striping	EA	6	$1,000.00	$6,000.00
Shade Structure at Playground	EA	1	$35,000.00	$35,000.00
Tree	EA	13	$350.00	$4,550.00
Turf Reestablishment	AC	1	$2,500.00	$2,500.00
			20% Contingency	**$9,658.00**
			Total Cost	**$57,948.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

N COWDEN PARK

rating: 1.8, fair condition

Cowden Park is an urban park in central Midland in the McCall Place subdivision at 1100 Ward Street. Access to the park is provided primarily by on-street parking, and there is also a pull off area which includes two handicapped spaces. A pathway leads from the handicapped spaces and connects with the looping trail. At this connection the sidewalk begins ramping up towards the playground. This slope seems steep and may require a handrail if the slope exceeds 5.0 percent. The turf is in moderate condition with erosion issues within the drainage channels. Additional canopy coverage is recommended along the path at bench locations and along the western edge of the playground. The planting area adjacent to the playground has sparse vegetation and exposed filter fabric (refer to **image 1**). The park amenities are in good condition and two wheelchair accessible tables are provided under large canopy trees. The play equipment is in good condition (added in 2014) with minor maintenance needed to repair tears in the play surface (refer to **image 2**, left) and replace a missing piece to the equipment (refer to **image 2**, right). The mulch surfacing at the swing set is low, showing bare spots, and exposed fabric. The low level of mulch creates a drop off from the accessible ramp down into the play area (refer to **image 3**). Two pavilions are provided covering each of the main playground elements. The chain link backstop fencing needs repair as the fence is bent in multiple locations and the posts are rusting out. Two light poles are located adjacent to the playground, however the looping trail does not have any lighting.









PACKET 15.704 July 14, 2020

Figure A.14, Cowden Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Tree(s)
Lighting

Opportunities for Improvement

— Solar lighting.
— Additional landscape enhancements (trees).

Table A.14, Cowden Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Pedestrian Light	EA	10	$4,000.00	$40,000.00
Tree	EA	15	$350.00	$5,250.00
			20% Contingency	**$9,050.00**
			Total Cost	**$54,300.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot

N

DUNAGAN PARK

rating: 2.2, fair condition

Dunagan Park is located at 600 E. Gist Avenue in the southeastern quadrant of the city, and is adjacent to the Bizzell-Kiser and South Park single family subdivisions. Accessibility to Dunagan Park is moderate with two curb cuts and no crosswalk striping or signage. The entry sign is in poor condition, and has no landscaping. The only wayfinding signage present has been vandalized and peeled off (refer to **image 3**, left). Turf on site is in poor condition due to burs throughout and bare spots. The park has small, young trees, several of which have died. Additional tree coverage and replacement is required. No off-street parking is available for park visitors. Sidewalks are in god condition with minor cracks. The park amenities are in moderate condition, and the tables are not accessible. A bent and rusted picnic table poses a safety hazard (refer to **image 1**), as well as older benches and trash cans that require maintenance or replacement. The play equipment is in good condition overall, although, there are several pieces of equipment that have been vandalized with graffiti (refer to **image 3**, right), a gap in the play surface that should be repaired, and one swing is missing. The swing set is not accessible, and the mulch surface level is low with exposed fabric (refer to **image 2**). Shelters and pavilions on site are in moderate condition. The play fields are in good condition. Lighting across the site is in very poor condition, with additional coverage and complete replacement needed.

1



2



3





Figure A.15, Dunagan Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Sidewalk
Crosswalk
Tree(s)
Bench

Opportunities for Improvement

- Additional landscape enhancements (trees).
- Upgrade athletic fields with additional assets like benches, lighting, etc.
- Future trail connection to S Main Street Trail.

Table A.15, Dunagan Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Concrete Sidewalk, 6' Width	SF	420	$8.00	$3,360.00
Crosswalk Striping	EA	3	$1,000.00	$3,000.00
Bench	EA	2	$1,000.00	$2,000.00
Tree	EA	13	$350.00	$4,550.00
Turf Reestablishment	***AC***	***0.5***	***$2,500.00***	***$1,250.00***
Sports Field Turf Reestablishment	AC	1	$5,000.00	$5,000.00
			20% Contingency	**$3,882.00**
			Total Cost	**$22,992.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

N ELKIN PARK

rating: 2.2, fair condition

Elkin Park is located at 1101 W. Washington Avenue just southwest of Downtown in an urban single family residential neighborhood fronting BI-20. Elkin Park has moderate accessibility. There is one curb cut leading to the adjacent roadway (refer to **image 1**), with no crosswalk striping or signage. There is no connection to the perimeter sidewalk, which creates an awkward condition. The entry sign is in poor condition, and the surrounding planting bed requires replacement of the plant material. The turf within the park has an overall moderate condition due to bare spots. There is one dead tree that requires replacement (refer to **image 2**), but overall, the trees are in good condition. There is no off-street parking available. The sidewalks are in good condition. The park amenities are also in good condition, with the exception of a few very rusting trash cans. There are new tables in great condition, however, none of these tables are accessible. The play equipment is in poor condition (refer to **image 3,** left and right) due to a missing panel that has been replaced with a piece of plywood, a bent pole, graffiti, faded paint, rust, and damaged old equipment. The park has no play fields, but there is an older horseshoe area that has not been maintained. Fencing along the road is in good condition, but there are some cracked and broken posts that require repairs. The park has very poor lighting conditions, with one fixture that should be completely replaced, as well as additional coverage is required.



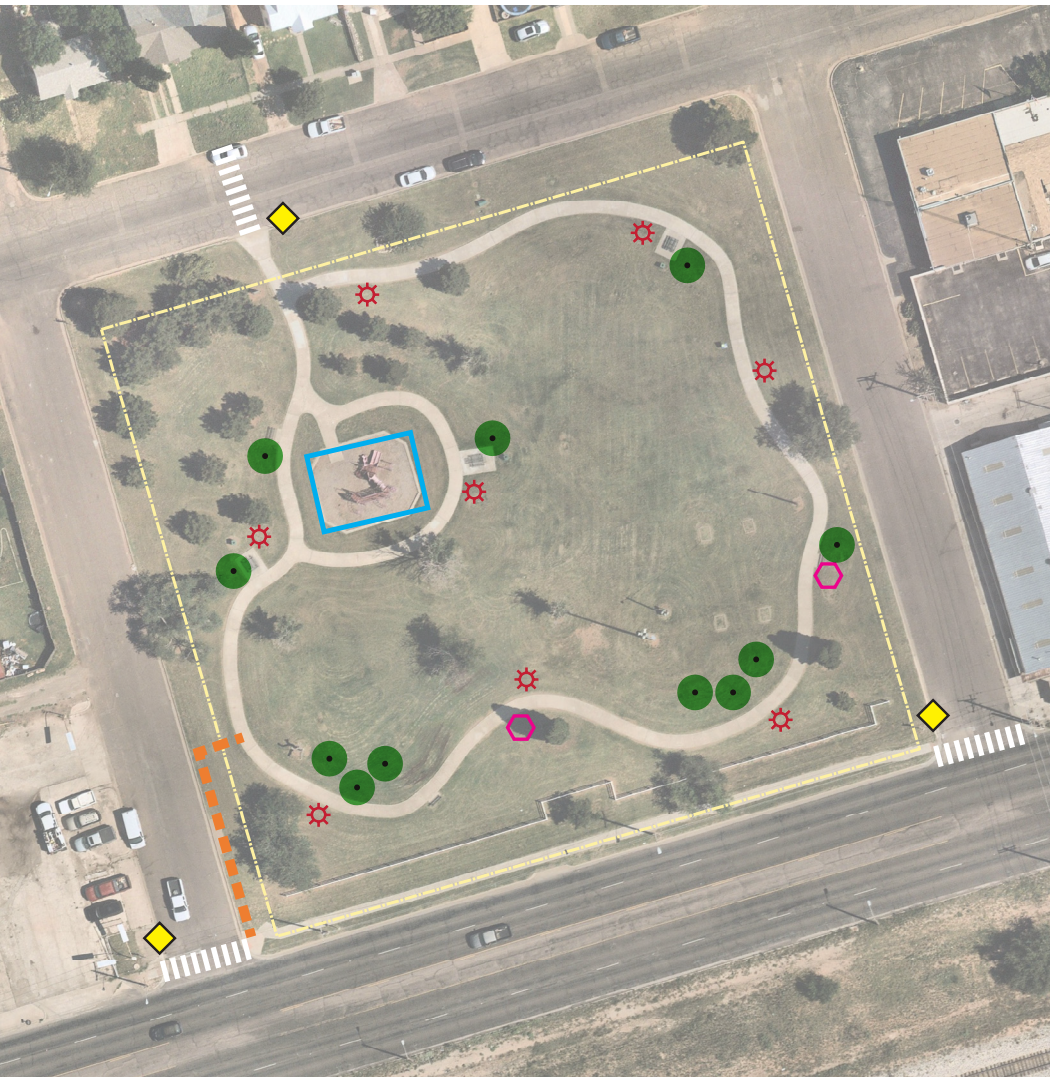






PACKET 15.708 July 14, 2020

Figure A.16, Elkin Park Opportunities for Improvement.



Data Sources: City of Midland https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Sidewalk
Crosswalk
Trees
Lighting
Bench
Shade Structure

Opportunities for Improvement

- New playground.
- Solar lighting.
- Additional landscape enhancements (trees).
- Shade structure over playground.

Table A.16, Elkin Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Concrete Sidewalk, 6' Width	SF	600	$8.00	$4,800.00
Crosswalk Striping	EA	3	$1,000.00	$3,000.00
Shade Structure at Playground	EA	1	$35,000.00	$35,000.00
Replace Playground Equipment; Includes Surfacing	EA	1	$200,000.00	$200,000.00
Bench	EA	3	$1,000.00	$3,000.00
Pedestrian Light	EA	8	$4,000.00	$32,000.00
Tree	EA	11	$350.00	$3,850.00
Turf Reestablishment	AC	0.5	$2,500.00	$1,250.00
			20% Contingency	**$56,580.00**
			Total Cost	**$339,480.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

N ESSEX PARK

rating: 1.8, fair condition

Essex Park is located at 3400 Whittle Way in northwest Midland, just inside SL 250 in the Fairmont Park single family subdivision. Access is provided by on-street parking and curb ramps located at the corners. The curb ramps do not include crosswalk striping or signage. The Park sign is in poor condition as the letters are beginning to fade and the concrete is cracking along the top. The turf is also in moderate condition with many areas showing signs of erosion in the open lawn and at the edges of sidewalks (refer to **image 1**) and the basketball court. Additional tree coverage along the perimeter sidewalk and playground edge would help provide natural shade for high use areas. The planters located in the plaza space have exposed roots and the shrubs within the center planter require maintenance to be reestablished. The concrete surfacing at the basketball court (added in 2016) is deteriorating and the basketball goal has chain netting while the backboard paint is fading (refer to **image 2**). Overall, the park amenities are in good condition with some rust and fading. Wheelchair accessible tables are provided, however an accessible path is not provided to every table. The play equipment is not accessible but is in good condition overall. Maintenance is required in some areas as the material is fading, stained, and the slides have incurred minor vandalism (refer to **image 3**, left and right). Lighting is provided near the basketball court and playground. The glass is broken on one of the lights and the turf has eroded at the base. Additional lighting along the pathways would increase the safety throughout the park.



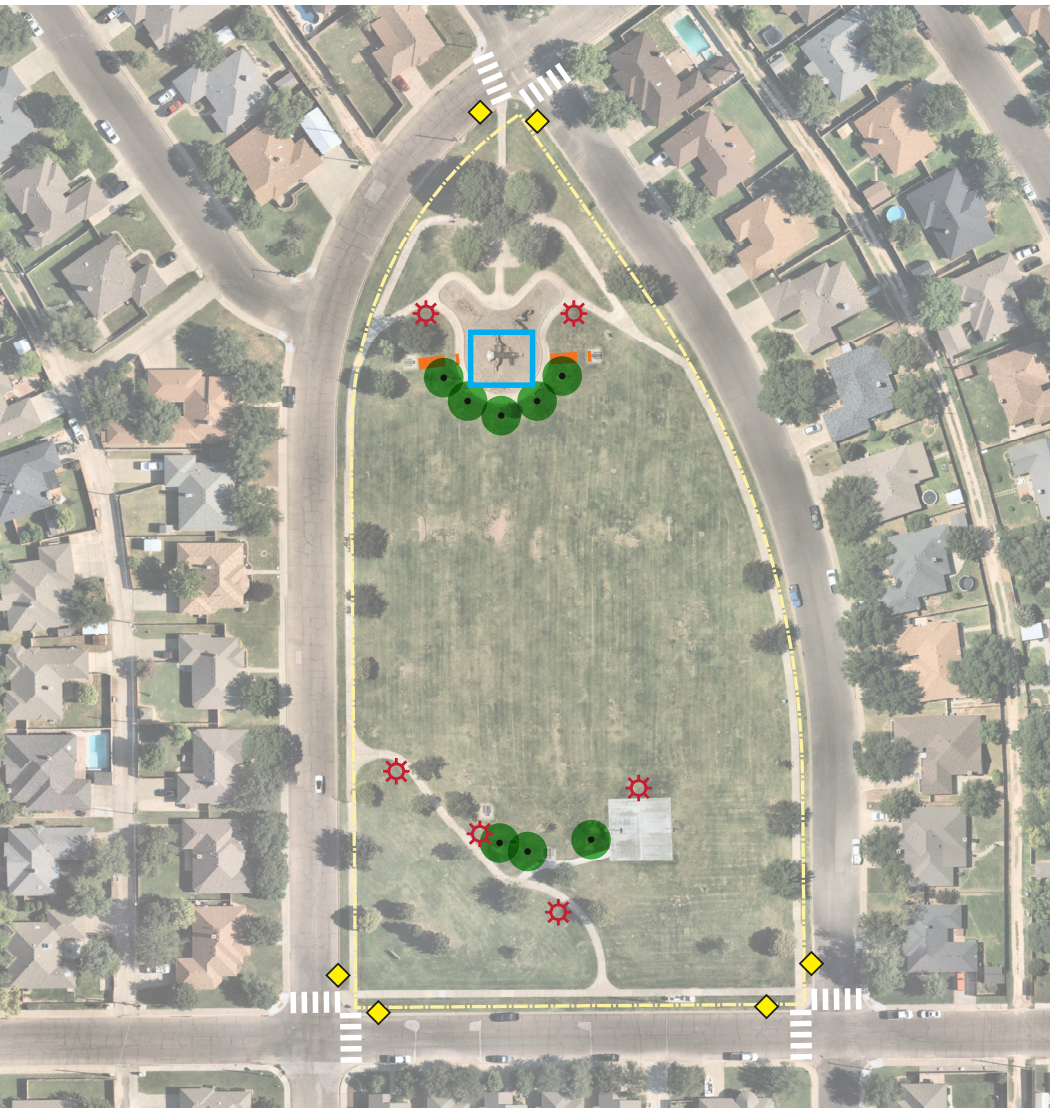






PACKET 15.710 July 14, 2020

Figure A.17, Essex Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Sidewalk
Crosswalk
Trees
Lighting
Bench
Shade Structure

Opportunities for Improvement

- Solar lighting.
- Additional landscape enhancements (trees).
- Shade structure over playground.
- Future trail connection to Whittle Way Trail (south) and Jal Draw Trail (north).

Table A.17, Essex Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Concrete Sidewalk, 6' Width	SF	450	$8.00	$3,600.00
Crosswalk Striping	EA	6	$1,000.00	$6,000.00
Basketball Court Striping	LS	1	$2,500.00	$2,500.00
Shade Structure at Playground	EA	1	$35,000.00	$35,000.00
Refurbish Playground Equipment	LS	1	$-	$-
Pedestrian Light	EA	6	$4,000.00	$24,000.00
Tree	EA	8	$350.00	$2,800.00
Turf Reestablishment	***AC***	***0.5***	***$2,500.00***	***$1,250.00***
Sports Field Turf Reestablishment	AC	0.5	$5,000.00	$2,500.00
			20% Contingency	**$15,530.00**
			Total Cost	**$93,180.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

N FASKEN PARK

rating: 1.1, good condition

Fasken Park is located at 2301 Humble Avenue in central Midland and is surrounded by single family subdivisions. On-street parking is available on all sides of the park; however access is difficult with only two curb ramps. The curb ramp to the west seems too steep and if it is over a 5.0 percent slope it requires handrails. The curb ramps do not include striping or signage. The park sign has letters that are fading, is broken in the lower right corner, and a crack runs along the top (refer to **image 1**, left). The turf is in good condition with a few problem areas located near the backstop (refer to **image 2**), soccer goal, under trees located near the playground, and the edge of concrete pads and sidewalks is eroding. The existing vegetation is in good condition, however additional trees located near the playground and fitness stations will provide more natural shade. The basketball court has areas of stained concrete, no striping, and the hoops have chain nets. The looping walking trail provides good access to the amenities around the site, however no paths lead to the basketball court, and one sidewalk leads directly from the playground to the street creating a safety hazard for children (refer to **image 3**). A barrier fence should be added to separate the playground from the road as the playground is located very close to the street. The park amenities are in good condition with rust being the primary concern on the waste receptacles and drinking fountain (refer to **image 1**, right). The play equipment (replaced in 2016) is in great condition with only minor issues of paint chipping and surfacing beginning to wear in high traffic areas. One shade structure is located adjacent to the playground and is also in great condition, providing shade for four picnic tables. Lighting (solar lighting) is provided along the trail and near the playground and is in great condition.









PACKET 15.712 July 14, 2020

Figure A.18, Fasken Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Sidewalk
Shade Structure
Fence

Opportunities for Improvement

— Additional landscape enhancements (trees).
— Shade structure over playground.

Table A.18, Fasken Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Concrete Sidewalk, 6' Width	SF	100	$8.00	$800.00
Replace Park Sign	EA	1	$5,000.00	$5,000.00
Split Rail Fence	LF	200	$15.00	$3,000.00
Basketball Court Striping	LS	1	$2,500.00	$2,500.00
Replace Backstop	EA	1	$10,000.00	$10,000.00
Shade Structure at Playground	EA	1	$35,000.00	$35,000.00
Replace Waste Receptacles	EA	7	$750.00	$5,250.00
Sports Field Turf Reestablishment	AC	0.5	$5,000.00	$2,500.00
			20% Contingency	**$12,810.00**
			Total Cost	**$78,860.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

N GARRETT BROWN PARK

rating: 1.7, fair condition

Garrett Brown Park is located at 300 S. Holly Drive in southwest Midland in the Permian Estates subdivision. Two curb ramps connect the park trail network to the on-street parking. The curb ramps do not include crosswalk striping or signage. The park sign differs from the other parks and appears to be a modernized version. Turf has eroded at the base of the sign but is in good condition overall throughout the park. The existing trees are in good condition, however it is recommended that more canopy coverage be provided near the playground and site furnishings. Due to cracked concrete, broken nets, lack of striping, and vandalism on the backboard, the basketball courts are in moderate condition (refer to **image 1**, left and right). The park amenities are rusting (refer to **image 2**, left), inconsistent styles and colors, paint is chipping from the tables (refer to **image 2**, right), erosion occurs at the base, and one wheelchair accessible table does not have a proper access path. Vandalism is again a problem on the pavilion, play equipment, play surface, and concrete edge. The playground is accessible and in good condition (replaced in 2014), but has areas of torn surfacing and graffiti. The pavilion is in good condition with adequate space, however there is some vandalism, rust, and only one table underneath. An additional table under the pavilion along with barbecue pits on the outer edge of the concrete is recommended. The northern portion of the park features open field play with a backstop in the northeast corner. The backstop fence is rusting with bent posts and bare spots exist around base locations (refer to **image 3**).

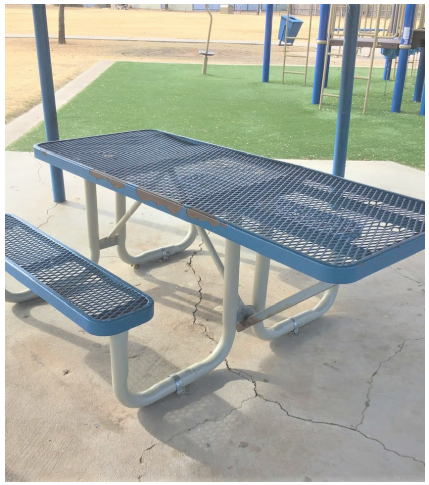
1





2





3



PACKET 15.714 July 14, 2020

Figure A.19, Garrett Brown Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Sidewalk
Trees
Lighting
Shade Structure

Opportunities for Improvement

- Solar lighting.
- Additional landscape enhancements (trees).
- Shade structure over playground.
- Upgrade athletic fields with additional assets like benches, lighting, etc.

Table A.19, Garrett Brown Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Concrete Sidewalk, 6' Width	SF	270	$8.00	$2,160.00
Basketball Court Striping	LS	1	$2,500.00	$2,500.00
Shade Structure at Playground	EA	1	$35,000.00	$35,000.00
Refurbish Playground Equipment	LS	1	$-	$-
Replace Backstop	EA	1	$10,000.00	$10,000.00
Pedestrian Light	EA	8	$4,000.00	$32,000.00
Tree	EA	16	$350.00	$5,600.00
Turf Reestablishment	***AC***	***0.5***	***$2,500.00***	***$1,250.00***
Sports Field Turf Reestablishment	AC	1.5	$5,000.00	$7,500.00
			20% Contingency	**$18,952.00**
			Total Cost	**$113,712.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

N GRAFA PARK

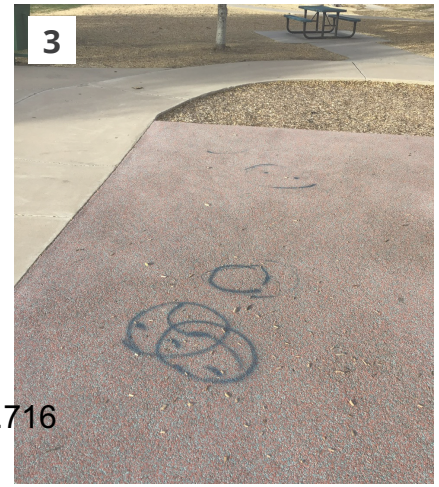
rating: 2.3, fair condition

Grafa Park is off N. Midkiff Road in central Midland in the Ma-Mar subdivision. Access to Grafa Park is offered through on-street parking and three curb ramps connecting to the looping trail. These curb ramps do not have striping or signage. The turf is in moderate condition and has many bare spots along with patches of burs. There are many canopy trees located within the walking trail loop, additional trees located near picnic tables and the playground will provide natural shade for high use areas. The sidewalk is in poor condition and needs to be replaced in multiple locations (refer to **image 1**, left). Two drainage channels intersect with the trail causing and have caused erosion and heaving of the concrete (refer to **image 1**, right). The park amenities are in moderate condition with many areas of rust, paint chipping, and deformed furnishings (refer to **image 2**). The play equipment (replaced in 2012) is in good condition, however, the playground as a whole is in moderate condition due to lack of accessibility; vandalism (refer to **image 3**, left); exposed filter fabric (refer to **image 3**, right); torn surfacing; and patches of surfacing that have been repaired in a different color. The ornamental fence with brick columns stretches along the western edge of the property is in moderate condition. Many fence panels and posts are rusting and require replacement, and the brick columns are dirty and require cleaning. The light pole located near the playground is missing the light bulb cover. This light pole should be replaced with additional lighting added throughout the park.











PACKET 15.716 July 14, 2020

Figure A.20, Grafa Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Tree(s)
Lighting
Shade Structure

Opportunities for Improvement

- Solar lighting.
- Additional landscape enhancements (trees).
- Shade structure over playground.
- Program the basin with an athletic field.

Table A.20, Grafa Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Replaced Concrete Sidewalk, 6' Width	SF	900	$8.00	$7,200.00
Ornamental Steel Fence Panels	LF	700	$50.00	$35,000.00
Shade Structure at Playground	EA	1	$35,000.00	$35,000.00
Refurbish Playground Equipment	LS	1	$-	$-
Pedestrian Light	EA	19	$4,000.00	$76,000.00
Tree	EA	14	$350.00	$4,900.00
Turf Reestablishment	AC	1	$2,500.00	$2,500.00
			20% Contingency	**$32,120.00**
			Total Cost	**$132,720.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

N

GRASSLANDS PARK

rating: 2.0, fair condition

Grasslands Park is located at 2500 Crowley Boulevard in west Midland just outside SL 250 in the Grassland Estates subdivision. Grasslands Park is in fair condition overall. Access is provided by one main pathway connecting to the off-street parking and two sidewalks leading in opposite directions to connect with neighborhood sidewalks. The park sign is visible from the road, however the concrete is beginning to crack (refer to **image 3**, right); and the turf beneath the sign has eroded away. The turf has erosion problems in areas throughout the park (refer to **image 1**) and at the edges of sidewalks and the concrete pad for the pavilion (refer to **image 2**). There are many trees on site which provide good canopy coverage along the path and near the pavilion. Maintenance is required at the pavilion as it is starting to rust, and the brick columns need cleaning. The furnishings under the pavilion have chipped paint and are leaving rust stains on the concrete (refer to **image 3**, left). Circulation around the site is good, as pathways lead around the site, to the pavilion, and connects to a playground on adjacent property.

1



2



3





PACKET 15.718 July 14, 2020

Figure A.21, Grasslands Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Trees
Lighting
Bench
Playground
Shade Structure
Waste/Recycling Receptacle

Opportunities for Improvement

- Solar lighting.
- Additional landscape enhancements (trees).
- Playground with shade structure.
- Additional programming and/or landscaping to activate the park.

Table A.21, Grasslands Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Replace Park Sign	EA	1	$5,000.00	$5,000.00
Playground; Includes Surfacing	EA	1	$200,000.00	$200,000.00
Shade Structure at Playground	EA	1	$35,000.00	$35,000.00
Bench	EA	7	$1,000.00	$7,000.00
Waste Receptacle	EA	5	$750.00	$3,750.00
Pedestrian Light	EA	12	$4,000.00	$48,000.00
Tree	EA	34	$350.00	$11,900.00
Turf Reestablishment	AC	3	$2,500.00	$7,500.00
			20% Contingency	**$63,630.00**
			Total Cost	**$381,780.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

N

GREATHOUSE PARK

rating: 1.0, good condition

Greathouse Park is located at 5105 Greathouse Avenue, and is one of the newest parks in Midland located outside SL 250 in the Greathouse subdivision. Greathouse Park is in good condition with new playground equipment, surfacing, and shade structure. The pool adjacent to the park has a parking lot that can be used as off-street parking. If this lot is either closed off or full, park visitors must park on the street where no curb cuts or crosswalks are provided. Erosion is an issue along the perimeter of the playground and edges of the concrete pad for the shade shelter (refer to **image 1**). Tree coverage is sparse throughout the park and the shrub areas are beginning to show exposed filter fabric. More plantings are required to fill the space (refer to **image 2**). The benches, tables, and waste receptacles are all in good condition with little rust beginning to form on the receptacles. There is good circulation around the park, however a dumpster was blocking one of the main access routes (refer to **image 3**, left). In the northwest corner of the site a manhole cover is broken creating a safety hazard for park visitors (refer to **image 3**, right).

1



2



3





PACKET 15.720 July 14, 2020

Figure A.22, Greathouse Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Tree(s)
Lighting
Shade Structure

Opportunities for Improvement

— Solar lighting.
— Additional landscape enhancements (trees).
— Shade structure over playground.

Table A.22, Greathouse Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Park Sign	EA	1	$5,000.00	$5,000.00
Shade Structure at Playground	EA	1	$35,000.00	$35,000.00
Shrubs/Grasses	SF	900	$7.00	$6,300.00
Pedestrian Light	EA	17	$4,000.00	$68,000.00
Tree	EA	17	$350.00	$5,950.00
Turf Reestablishment	AC	1.5	$2,500.00	$3,750.00
			20% Contingency	**$24,800.00**
			Total Cost	**$148,800.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

N HALEY PARK

rating: 2.8, poor condition

Haley Park is located at 1800 Holloway Avenue just west of Downtown in the West End subdivision. Accessibility to and within Haley Park is very poor. There are no curb cuts and no sidewalks on most of the site. The entry sign is in poor condition. The sign requires repairs on the backside due to cracking (refer to **image 1**, left), and there is no landscaping. The turf is in moderate condition, with burs and bare spots. There are several mature trees that have grown too close to the power lines on site and require immediate maintenance. There are a few trees in poor condition that require replacement (refer to **image 1**, right). No off-street parking is available. There is one sidewalk at the nearby planetarium, but no walkways that contribute to circulation within Haley Park. The park amenities are in moderate condition because all pieces exhibit rust, chipped paint and coating, and are not accessible (refer to **image 2**). The play equipment consists of one swing set that is in poor condition and should be replaced (refer to **image 3**). The park is lit by one light in very poor condition which should be replaced. Additional lights are required to provide additional coverage.









PACKET 15.722 July 14, 2020

Figure A.23, Haley Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Opportunities for Improvement

- Solar lighting.
- Additional landscape enhancements (trees).
- Picnic pavilion and furnishings.
- Permanent shelters (i.e. market booths) installed for festivals and events.
- Additional programming and/or landscaping to activate the park.
- Future trail connection to Holloway Avenue Trail.

Table A.23 Haley Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Concrete Sidewalk, 6' Width	SF	7,866	$8.00	$62,928.00
Crosswalk Striping	EA	2	$1,000.00	$2,000.00
Replace Park Sign	EA	1	$5,000.00	$5,000.00
Refurbish Playground Equipment	LS	1	$-	$-
Pavilion	EA	1	$40,000.00	$40,000.00
Picnic Table at Pavilion	EA	1	$1,500.00	$1,500.00
Waste Receptacle at Pavilion	EA	1	$750.00	$750.00
Pedestrian Light	EA	8	$4,000.00	$32,000.00
Tree	EA	1	$350.00	$350.00
Turf Reestablishment	AC	0.5	$2,500.00	$1,250.00
			20% Contingency	**$29,155.60**
			Total Cost	**$174,933.60**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

N

HALFF PARK

rating: 2.2, fair condition

Halff Park is located at 100 E. New Jersey Avenue in southwest Midland in the Southern subdivision near the intersection of W. Florida Avenue and S. Big Spring Street. Halff park has moderate accessibility with one curb cut and no crosswalk striping or signage. The entry sign of the park is in poor condition and has no landscaping. Turf across the site is in poor condition and needs re-conditioning. There are many mature trees on site that are in good condition. Several younger trees have died and require replacement. There is no off-street parking on site. At one point, the sidewalk ends at a broken curb with no ramp, creating a dangerous condition (refer to **image 1**) The decomposed granite path (added in 2012) is in moderate condition and in need of maintenance (refer to **image 2**). Installing a steel edge along the path would help the condition of the path and maintain a clear line between the path and the adjacent grass. The basketball court is in good condition, but the striping is faded. The park amenities are in good condition, but have paint chips and rust that require some moderate improvements (refer to **image 3**). Play equipment is not accessible due to a low mulch fall surface level. The play equipment is in moderate condition due to vandalism, paint chips, and rust. Play fields in the park are in poor condition. Because there is no lighting on site, installation of fixtures that provide adequate lighting is necessary.

1



2

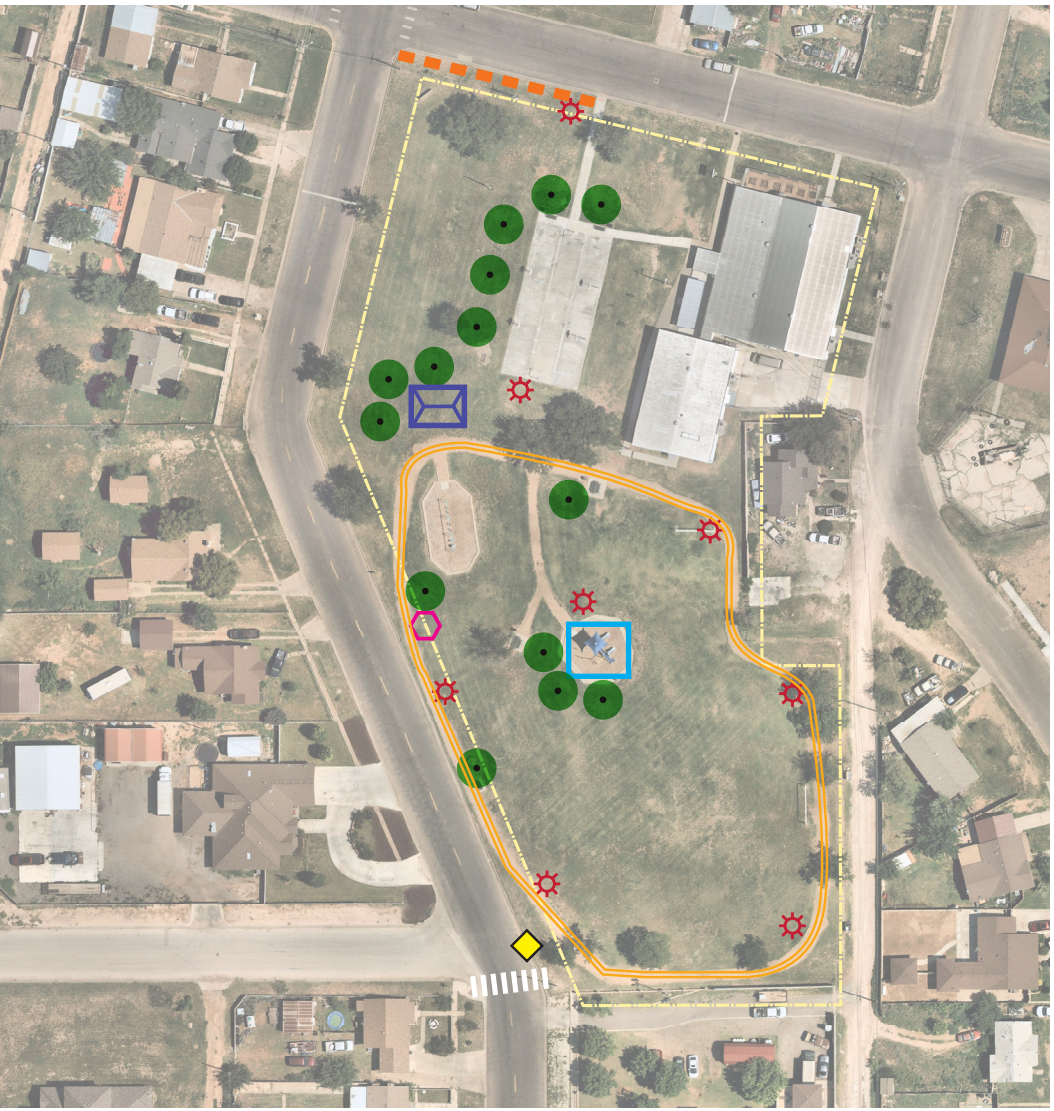


3



PACKET 15.724 July 14, 2020

Figure A.24, Halff Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Sidewalk
Crosswalk
DG Trail
Trees
Lighting
Bench
Picnic Pavilion
Shade Structure

Opportunities for Improvement

- Solar lighting.
- Additional landscape enhancements (trees).
- Upgrade athletic fields with additional assets like benches, lighting, etc.
- Shade structure over playground.
- Picnic pavilion and furnishings.

Table A.24, Halff Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Concrete Sidewalk, 6' Width	SF	780	$8.00	$6,240.00
Crosswalk Striping	EA	1	$1,000.00	$1,000.00
Decomposed Granite Trail	SF	6,175	$10.00	$61,750.00
Pedestrian Light	EA	8	$4,000.00	$32,000.00
Bench	EA	1	$1,000.00	$1,000.00
Pavilion	EA	1	$40,000.00	$40,000.00
Picnic Table at Pavilion	EA	4	$1,500.00	$6,000.00
Waste Receptacle at Pavilion	EA	2	$750.00	$1,500.00
Refurbish Playground Equipment	LS	1	$-	$-
Shade Structure at Playground	EA	1	$35,000.00	$35,000.00
Tree	EA	14	$350.00	$4,900.00
Sports Field Turf Reestablishment	AC	0.5	$5,000.00	$2,500.00
			20% Contingency	**$38,378.00**
			Total Cost	**$230,268.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

N

HENDERSON PARK

rating: 2.6, poor condition

Henderson Park is located at 4701 Graceland Drive in southwest Midland in between the Wilshire and Western Hills subdivisions at the intersection of Graceland Drive and S. Eisenhower Drive. Access to the park is provided by on-street parking and one curb ramp located at the northwest corner of the site. The curb ramp does include crosswalk striping however the walk only leads to a curb on the other end of the street (refer to **image 1**). Pieces of the park sign have fallen off the back resulting in exposed rebar and a crack stretching the length of the sign across the top (refer to **image 2**, left). Throughout the park the turf is in moderate condition with areas of erosion requiring reestablishment. There are many young trees located within the looping trail in poor condition that are either dead, leaning, or have exposed irrigation lines (refer to **image 2**, right). The decomposed granite trail provides access to the various elements, however maintenance is required to remove noxious weeds that have overgrown the path, and filter fabric is exposed in some areas. The park amenities, which includes one table and one waste receptacle, are in moderate condition as both are rusting and the table surface is chipping away (refer to **image 3**, left). The play equipment is in poor condition with missing parts to each element, paint fading, rusting, and graffiti (refer to **image 3**, right). The mulch from the playground surface is spilling out onto the path and graffiti on the perimeter curb to the playground. One light is centrally located within the playground elements and is missing the protective cover to the bulb.

1



2





3





Figure A.25, Henderson Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.pictometry.com

Park Property
Sidewalk
Trees
Lighting
Bench
Shade Structure
Waste/Recycling Receptacle

Opportunities for Improvement

- Solar lighting.
- Additional landscape enhancements (trees).
- Shade structure over playground.
- Additional programming and/or landscaping to activate the park.
  - Athletic fields
  - Possible location for a Community Center

Table A.25, Henderson Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Concrete Sidewalk, 6' Width	SF	10,800	$8.00	$86,400.00
Replace Park Sign	EA	1	$5,000.00	$5,000.00
Refurbish Playground Equipment	LS	1	$-	$-
Shade Structure at Playground	EA	1	$35,000.00	$35,000.00
Bench	EA	8	$1,000.00	$8,000.00
Waste Receptacle	EA	6	$750.00	$4,500.00
Pedestrian Light	EA	15	$4,000.00	$60,000.00
Tree	EA	61	$350.00	$21,350.00
Turf Reestablishment	AC	1	$2,500.00	$2,500.00
			20% Contingency	**$44,480.00**
			Total Cost	**$266,880.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

N

HIDALGO PARK

rating: 2.0, fair condition

Hidalgo Park is located at 1401 Orchard Lane just east of downtown Midland in the East Midland subdivision. Hidalgo Park has moderate access. There are four curb cuts, one located at an intersection and three located along mid-block leading to the adjacent roadway. Two of the curb cuts are next to each other, but there is no walkway connecting them (refer to **image 1**). There is no crosswalk striping or signage. The site is disconnected, with no walkway to the play fields and courts. The entry sign is in poor condition. The top of the sign is cracking and there is no landscaping. The turf is in moderate condition and littered with burs. The plantings and trees are in good condition, but additional coverage is required. There is no off-street parking, with the exception of a handicap sign along the road poorly designating a parallel spot. Overall, the sidewalks are in good condition, but surface repairs are needed in several locations to repair cracks and vandalism (refer to **image 3**, left). The volleyball court condition is moderate. The surface and surrounding fence are both in need of repair, the concrete containment edge is not continuous, and a light fixture adjacent to the court is missing a bulb. The condition of the park amenities is moderate, with dents and bird droppings covering the table surfaces (refer to **image 2**). The play equipment (replaced in 2012) is in good condition, but minor maintenance is needed to clean off graffiti and repair scratched surfaces (refer to **image 3**, right). A shade structure was added to the playground in 2012. The playgrounds are not accessible, and the concrete containment edge is cracking due to lack of control joints. The buildings pavilions are in moderate condition due to rusting and vandalism. All play fields at Hidalgo Park are in poor condition. The fields are scattered with burs, bare spots, holes, and both the fencing and dugouts are rusting and require repair. Lighting at the park is in moderate condition, but additional coverage is required along the walkways.



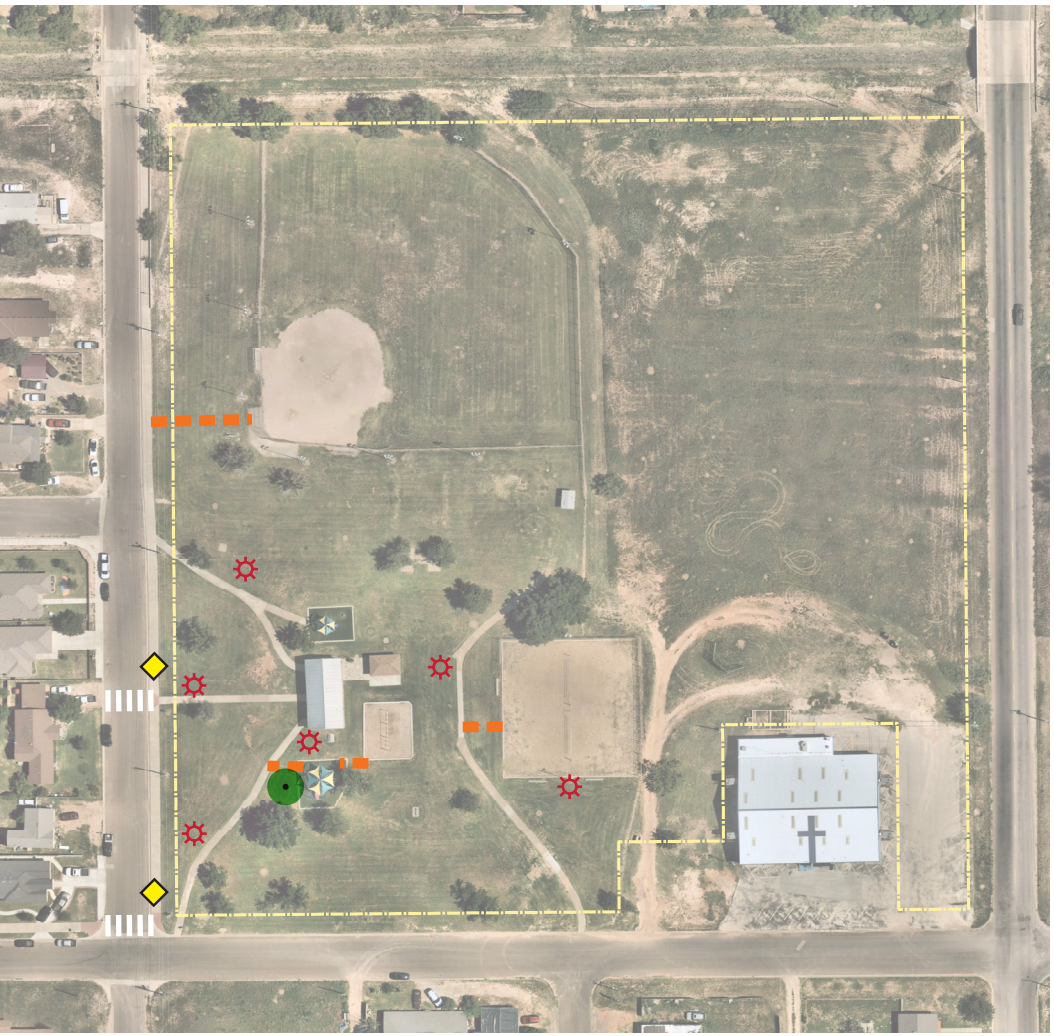






PACKET 15.728 July 14, 2020

Figure A.26, Hidalgo Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Sidewalk
Crosswalk
Tree(s)
Lighting

Opportunities for Improvement

- Solar lighting.
- Additional landscape enhancements (trees).
- Future trail connection to N Carver Street Trail.
- Upgrade athletic fields with additional assets like benches, etc.

Table A.26, Hidalgo Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Replace Park Sign	EA	1	$5,000.00	$5,000.00
Concrete Sidewalk, 6' Width	SF	930	$8.00	$7,440.00
Crosswalk Striping	EA	2	$1,000.00	$2,000.00
Pedestrian Light	EA	6	$4,000.00	$24,000.00
Tree	EA	1	$350.00	$350.00
Turf Reestablishment	***AC***	***0.5***	***$2,500.00***	***$1,250.00***
Sports Field Turf Reestablishment	AC	3	$5,000.00	$15,000.00
			20% Contingency	**$11,008.00**
			Total Cost	**$66,048.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

N

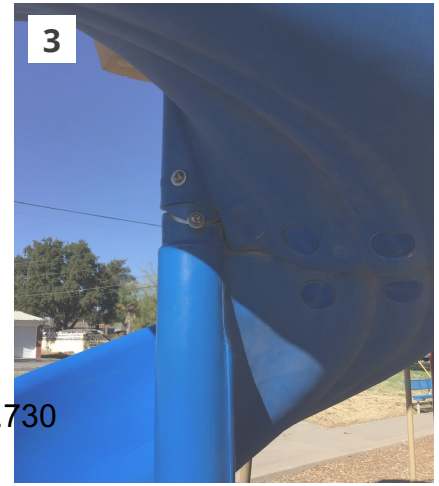
HILL PARK

rating: 1.7, fair condition

Hill Park is located at 1301 W. Cuthbert Avenue in the North Hill Park subdivision in central Midland. Hill Park has moderate accessibility due to poorly placed curb cuts with no perimeter sidewalk. There is no crosswalk striping, but there are nearby park signs. The entry sign is in poor condition. Turf across the site is in good condition, as well as the plantings and trees. No off-street parking is available. Sidewalks within the park are in good condition, however, potential hazards exist where drainage channels cross the walkway (refer to **image 1**). The park amenities are in moderate condition. Tables installed to meet ADA requirements are not all accessible or connected to any walkway (refer to **image 2**). Many of the trash cans are rusting and require repair or replacement (refer to **image 3**, right). The play equipment (replaced in 2016) is in good condition, but is not accessible. The mulch surface is in need of maintenance, and the slide has cracks on the vertical posts that may pose a safety issue (refer to **image 3**, left). There is no lighting on site.









PACKET 15.730 July 14, 2020

Figure A.27, Hill Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Sidewalk
Crosswalks
Trees
Lighting
Shade Structure

Opportunities for Improvement

— Solar lighting.
— Additional landscape enhancements (trees).
— Shade structure over playground.

Table A.27, Hill Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Concrete Sidewalk, 6' Width	SF	360	$8.00	$2,880.00
Crosswalk Striping	EA	3	$1,000.00	$3,000.00
Shade Structure at Playground	EA	1	$35,000.00	$35,000.00
Pedestrian Light	EA	6	$4,000.00	$24,000.00
Tree	EA	3	$350.00	$1,050.00
Turf Reestablishment	AC	1	$2,500.00	$2,500.00
			20% Contingency	**$13,686.00**
			Total Cost	**$82,116.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

N HOUSE PARK

rating: 1.5, fair condition

House Park is located at 4800 Ric Drive in west Midland near SL 250 across from Scharbauer Sports Complex. Three curb ramps provide accessible routes from the street to the park. The curb ramps do not have signage or striping indicating a pedestrian zone (refer to **image 1**). The park elements are all located in the western half of the park with the open field to the east. The length of the walking trail could be extended by expanding eastward and enclosing the open field play within a large looping trail. The park sign located at the northwest corner of the park is in poor condition with severe cracking and erosion at its base (refer to **image 2**, left and right). There is signage along the street indicating children at play, and health and wellness signage within the park. The turf overall is in good condition with established play field turf, but there is some erosion under large canopy trees and at the edges of the playground and site furnishings. The park provides minimal canopy coverage that is focused primarily around the play elements. Additional trees along the pathway and near the fitness stations are recommended. The park amenities are in good condition with some minor maintenance required to repair paint chippings, rust, and remove vandalism. Vandalism is a major cause for concern here, as the play elements, play surfacing, concrete, and various amenities have been defaced (refer to **image 3**, left and right). The play equipment (replaced in 2012 and swings replaced in 2014) is in good condition but requires maintenance to remove the spray painted graffiti on multiple elements. A shade structure was added to the playground in 2012. The playground and swing set are wheelchair accessible, however the spinning feature located between the two is not. Pedestrian lighting (solar lighting) throughout the park is in great condition and evenly spaced along the trail to provide adequate visibility











PACKET 15.732 July 14, 2020

Figure A.28, House Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Sidewalk
Trees
Lighting
Bench
Shade Structure
Picnic Pavilion
Waste/Recycling Receptacle

Opportunities for Improvement

- Additional landscape enhancements (trees).
- Shade structure (larger) over playground.
- Picnic pavilion and furnishings.
- Upgrade athletic fields with additional assets like benches, lighting, etc.

Table A.28, House Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Remove Existing Concrete Sidewalk	SF	2,700	$5.00	$13,500.00
Concrete Sidewalk, 6' Width	SF	6,000	$8.00	$48,000.00
Replace Park Sign	LS	1	$5,000.00	$5,000.00
Shade Structure at Playground	EA	1	$35,000.00	$35,000.00
Refurbish Playground Equipment	LS	1	$-	$-
Bench	EA	5	$1,000.00	$5,000.00
Pavilion	EA	1	$40,000.00	$40,000.00
Picnic Table	EA	4	$1,500.00	$6,000.00
Waste Receptacle	EA	5	$750.00	$3,750.00
Relocated Pedestrian Light	EA	6	$500.00	$3,000.00
Pedestrian Light	EA	3	$4,000.00	$12,000.00
Tree	EA	36	$350.00	$12,600.00
Turf Reestablishment	LS	1	$2,500.00	$2,500.00
			20% Contingency	**$37,270.00**
			Total Cost	**$210,120.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

N

IDA JO MOORE PARK

rating: 2.7, poor condition

Ida Jo Moore Park is located at 1701 W. Nobles Avenue just north of Downtown Midland on N. "A" Street in the Ridgelea subdivision. Ida Jo Moore Park has moderate accessibility. The entry sign is in poor condition. There is a large crack on the sign that requires repair or replacement. There are no landscape enhancements around the sign. The turf is in moderate condition, with bare spots throughout. The plantings and trees are in moderate condition overall. There are some older trees that require pruning and maintenance. Additional tree canopy coverage is required. There is no off-street parking on site. The decomposed granite trail is in poor condition, and requires significant maintenance and the installation of steel edging (refer to **image 1**). The park amenities are in moderate condition, with some rust and staining (refer to **image 3**, left). The play equipment is in good condition, but the mulch surface level is low and fabric is exposed. The fencing is in poor condition due to rusting on the pickets and erosion around the foundations (refer to **image 2**). Lighting across the park is in poor condition (refer to **image 3**, right). Complete replacement of light fixtures and additional coverage is required.



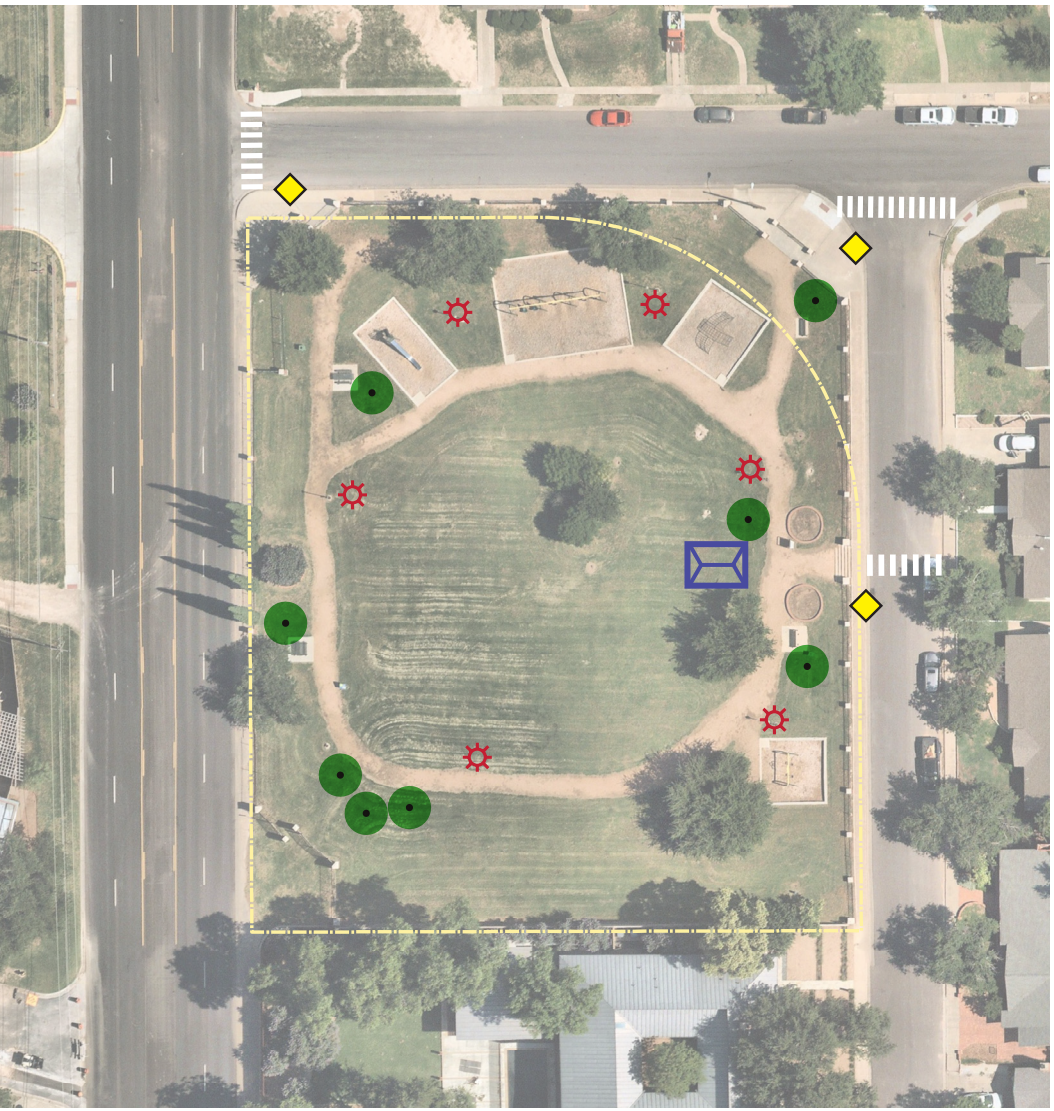






PACKET 15.734 July 14, 2020

Figure A.29, Ida Jo Moore Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Crosswalk
Trees
Lighting
Picnic Pavilion

Opportunities for Improvement

— Additional landscape enhancements (trees).
— Picnic pavilion and furnishings.

Table A.29, Ida Jo Moore Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Crosswalk Striping	EA	3	$1,000.00	$3,000.00
Replace Park Sign	EA	1	$5,000.00	$5,000.00
Pavilion	EA	1	$40,000.00	$40,000.00
Picnic Table at Pavilion	EA	2	$1,500.00	$3,000.00
Waste Receptacle at Pavilion	EA	1	$750.00	$1,500.00
Refurbish Playground Equipment	LS	1	$-	$-
Pedestrian Light	EA	6	$4,000.00	$24,000.00
Tree	EA	8	$350.00	$2,800.00
Turf Reestablishment	AC	1	$2,500.00	$2,500.00
			20% Contingency	**$16,360.00**
			Total Cost	**$98,160.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

N

KIWANIS PARK

rating: 2.0, fair condition

Kiwanis Park is located at 2900 Haynes Drive in north central Midland inside SL 250 adjacent to the Emerson Heights, Westhaven, and Kimber-Lea subdivisions. Access is provided by on-street parking and curb ramps on the eastern side of the park. The curb ramps do not have crosswalk striping or signage. The turf is heavily eroded in many locations (refer to **image 1**) and there are numerous areas with patches of burs. Additional trees located near the playground will provide natural shade. The gathering node in the southwest corner of the site features a picnic table surrounded by timber piles vertically buried into the ground. The concrete in this area is heaving and needs to be replaced (refer to **image 2**, left); and heavy erosion exists around the timber piles (refer to **image 2**, right), creating an unsafe space. The wooden pergola located north of the playground has rotting wood with paint chips and rust on the support posts (refer to **image 3**, left and right).

1



2





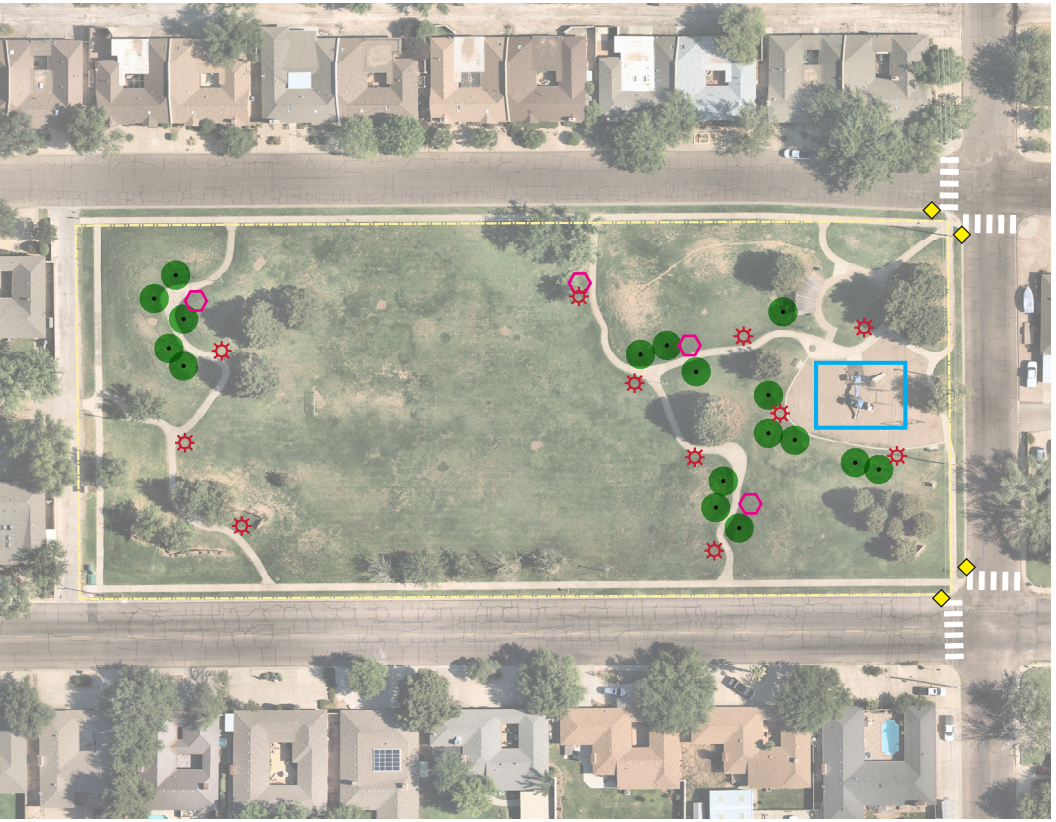
3





PACKET 15.736 July 14, 2020

Figure A.30, Kiwanis Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Crosswalk
Tree(s)
Lighting
Bench
Shade Structure

Opportunities for Improvement

— Solar lighting.
— Additional landscape enhancements (trees).
— Shade structure over playground.

Table A.30, Kiwanis Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Concrete Sidewalk Repair	SF	250	$8.00	$2,000.00
Crosswalk Striping	EA	4	$1,000.00	$4,000.00
Refurbish Pergola	LS	1	$-	$-
Replace Playground Equipment; Includes Surfacing	***EA***	***1***	***$200,000.00***	***$200,000.00***
Shade Structure at Playground	EA	1	$35,000.00	$35,000.00
Bench	EA	4	$1,000.00	$4,000.00
Pedestrian Light	EA	11	$4,000.00	$44,000.00
Tree	EA	17	$350.00	$5,950.00
Turf Reestablishment	AC	1.5	$2,500.00	$3,750.00
			20% Contingency	**$59,740.00**
			Total Cost	**$358,440.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

N

LANCASTER PARK

rating: 2.6, poor condition

Lancaster Park is located at 3501 W. Kansas Avenue in central Midland off Cuthbert Avenue between Godfrey and Tartleton Streets. Park access is provided via on-street parking and one crosswalk leading to the TXU Energy Trail connection. One crosswalk and signage are centrally located on W. Kansas Avenue, however there are no curb ramps allowing the user to access the park. There are no sidewalks on site and the three portions of the park are greatly disconnected and require the installation of sidewalks to make it feel as one. The park sign is in a good location, but is in poor condition. Throughout the park the turf is in poor condition with many areas of erosion and patches of burs on the playing fields. Maintenance is required to recondition and reestablish the turf. It is recommended that additional canopy coverage be installed near the playground and site furnishings. The park amenities are in moderate condition due to rust, erosion, and lack of access. The play elements are in poor condition with chipped paint, missing elements, eroded turf (refer to **image 1**, left), exposed filter fabric (refer to **image 2**), protruding bolts, stained surfaces, missing panels (refer to **image 1**, right), and lack of access. The playing fields and corresponding amenities are in poor condition. The turf needs reestablished, and the fencing is completely rusted and leaning (refer to **image 3**).



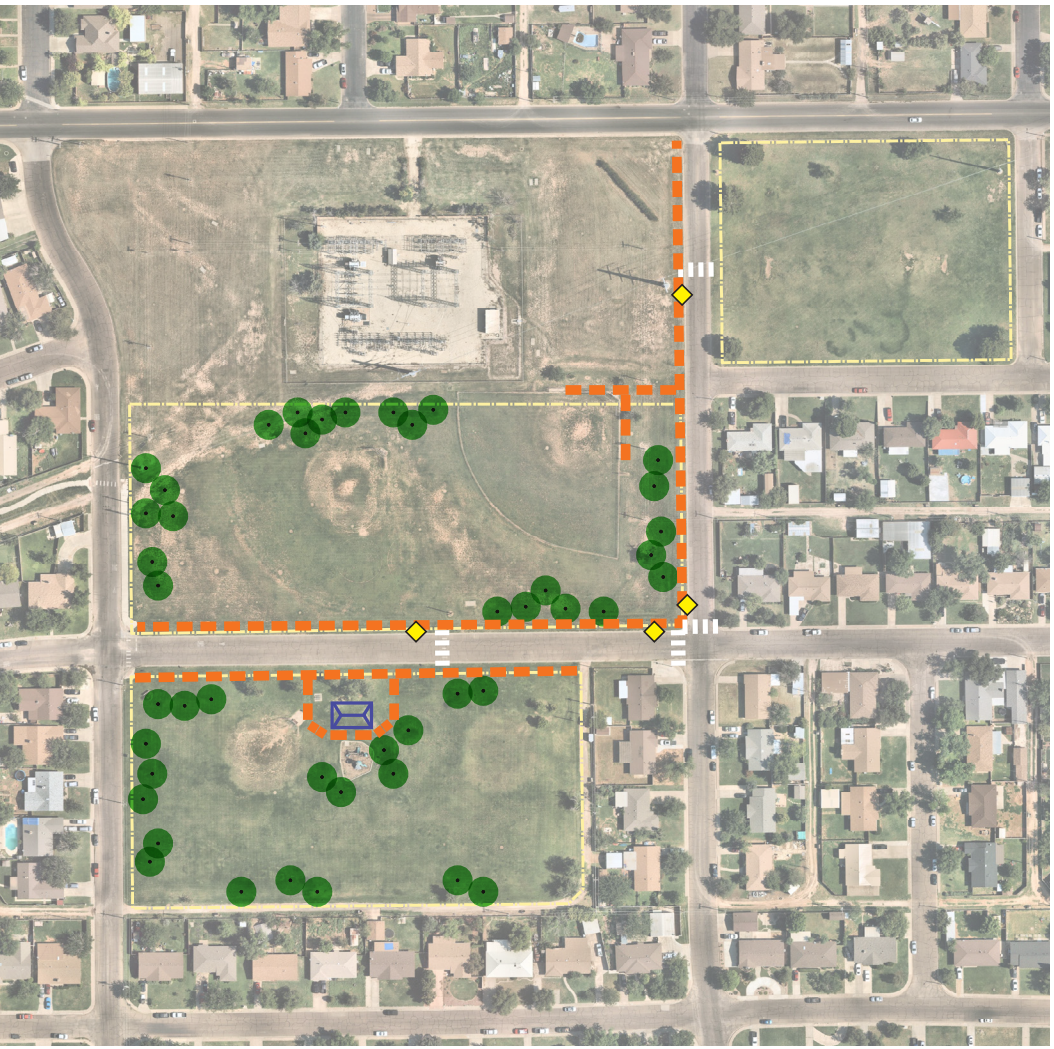






PACKET 15.738 July 14, 2020

Figure A.31, Lancaster Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Sidewalk
Crosswalk
Trees
Picnic Pavilion

Opportunities for Improvement

- Park needs programming, possibilities include:
  - A Community Center.
  - A splash pad.
  - Athletic fields with bleachers, dugouts, benches, lighting, etc.
  - Adventure playground.
- Future trailhead for TXU Energy® Trail and future trail connection to Cuthbert Avenue Trail to W. Kansas Avenue Trail back to Cuthbert Avenue Trail up to Ward Street Trail to Cowden Park.
- Solar lighting.
- Additional landscape enhancements (trees).
- Picnic pavilion and furnishings.

Table A.31, Lancaster Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Concrete Sidewalk, 6' Width	SF	2,550	$8.00	$20,400.00
Crosswalk Striping	EA	4	$1,000.00	$4,000.00
Pavilion	EA	1	$40,000.00	$40,000.00
Picnic Table at Pavilion	EA	4	$1,500.00	$6,000.00
Waste Receptacle at Pavilion	EA	2	$750.00	$1,500.00
Replace Playground Equipment; Includes Surfacing	EA	1	$200,000.00	$200,000.00
Replace Backstop	EA	2	$10,000.00	$20,000.00
Infield Dirt	EA	3	$10,000.00	$30,000.00
Tree	EA	44	$350.00	$15,400.00
Turf Reestablishment	AC	7	$2,500.00	$17,500.00
			20% Contingency	**$70,960.00**
			Total Cost	**$425,760.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

N MLK, JR. CENTER AND PARK

rating: 2.2, fair condition

MLK, Jr. Center and Park is at 2300 Butternut Lane on the east side of Midland off E Scharbauer Drive in Davis Heights subdivision. MLK Jr. Center and Park has moderate accessibility. There are curb cuts, but no crosswalk striping or signage. The entry sign is in poor condition, with some cracked pieces and no landscape. The turf is in poor condition, with bare spots, erosion, and burs throughout. The plantings and trees are in good condition, but additional coverage is needed. Both parking lots are in poor condition (refer to **image 1**). There is no striping, the surface needs repairs, and the curb stops have fallen apart, leaving exposed rebar. The sidewalks are in moderate condition, with cracks on the edges in several areas, and steep slopes that may not be accessible. The basketball court is in good condition, but there is no striping and the surface is cracked. The volleyball courts are in moderate condition. The surface is in need of maintenance, and the edge between the sand court and adjacent grass is non-existent. Park amenities are in moderate condition due to rust, chipped coating with exposed metal, and exposed paint (refer to **image 2**). The shade cover over the picnic area was replaced in 2016. The play equipment is in good condition, but there is some graffiti and vandalism that requires maintenance (refer to **image 3**, left and right). Swings were added to MLK, Jr. Park in 2016. The concrete containment edge is chipping off and has exposed rebar (refer to **image 2**). The access ramp to the play surface is blocked because of the unmaintained mulch level. The buildings and pavilions are in good condition with some rust. The fencing is in good condition, but there is some rust and a cracked brick column. The site lighting is in poor condition, and there is inadequate coverage. The light fixtures in the parking lots and volleyball court should be replaced, and additional fixtures should be installed throughout the park.

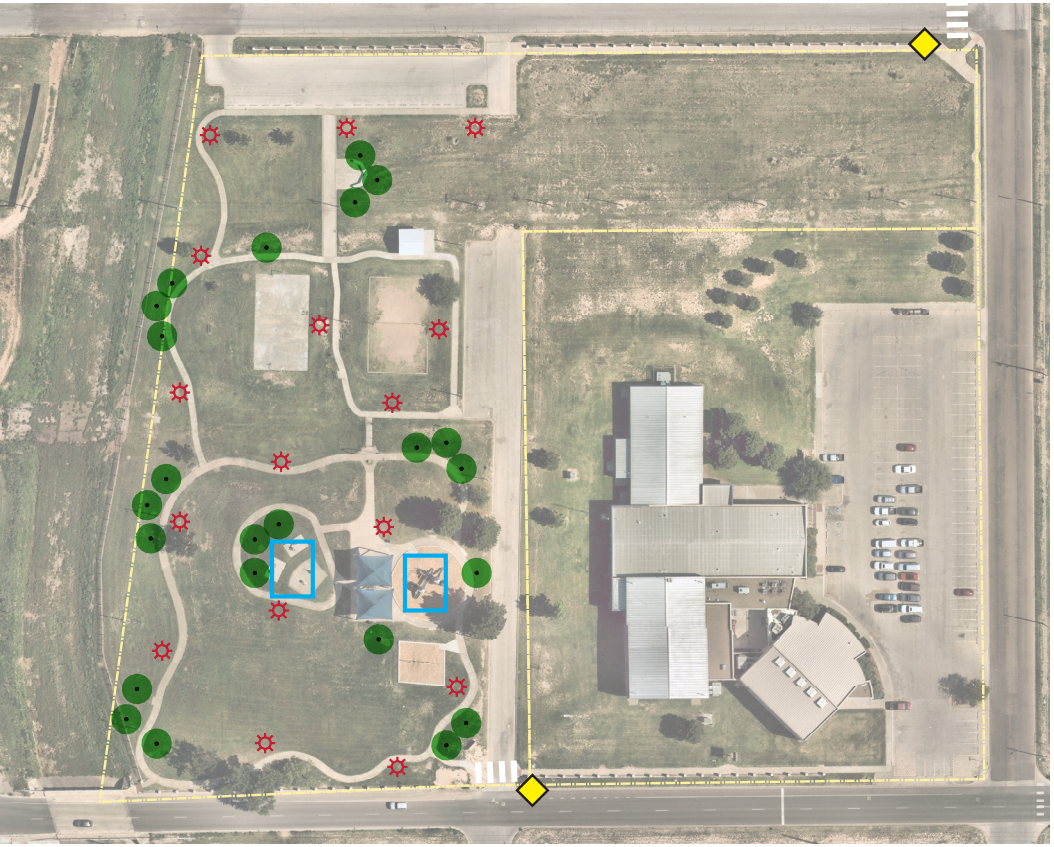








Figure A.32, MLK, Jr. Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Crosswalk
Tree(s)
Lighting
Shade Structure

Opportunities for Improvement

- Solar lighting.
- Additional landscape enhancements (trees).
- Shade structure over playground.
- Future trailhead and future trail connection to Scharbauer Channel Trail and Midland Draw Trail.

Table A.32, MLK, Jr. Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Crosswalk Striping	EA	2	$1,000.00	$2,000.00
Replace Park Sign	EA	1	$5,000.00	$5,000.00
Parking Lot Resurfacing (Asphalt)	SF	19,600	$5.00	$98,000.00
Parking Lot Striping	LF	700	$1.50	$1,050.00
Pedestrian Light	EA	17	$4,000.00	$68,000.00
Tree	EA	23	$350.00	$8,050.00
Shade Structure at Playground	EA	2	$35,000.00	$70,000.00
Turf Reestablishment	AC	1	$2,500.00	$2,500.00
			20% Contingency	**$50,920.00**
			Total Cost	**$305,520.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot

N PIONEER PARK

rating: 1.6, fair condition

Pioneer Park is located at 2001 Lindora Way in west Midland just inside SL 250 in the Trinity Towers Manor subdivision. Pioneer Park is accessed via two sidewalks leading to curb ramps to the roadway. There is no striping or crosswalk signage, but there is signage indicating a park is nearby. The park sign is in poor condition, however the turf at the base of the sign is eroding. Throughout the park the turf and trees are in good condition with canopy trees located in high activity areas. There are some locations within the concrete where trees have been removed (refer to **image 1**), replacing these trees will improve the natural shade and experience of the space. The sidewalks and concrete plaza spaces are in moderate condition, with many instances of cracking and heaving of the concrete (refer to **image 1**). The site furnishings are in good condition and more picnic tables could be installed to provide more seating and help fill out the space (refer to **image 2**). A shade structure has been removed and needs to be replaced as the old posts are still visible buried in the concrete. The playground equipment is in good condition, but the surfacing is fading in many areas and maintenance repairs are noticeable. Wheelchair access is provided to the playground, however the swing set (added in 2014) is located within a raised concrete curb and is not accessible (refer to **image 3**). The exercise equipment seems arbitrarily placed and no shade is provided in this area. The equipment can be strategically rearranged to take advantage of the natural shade.

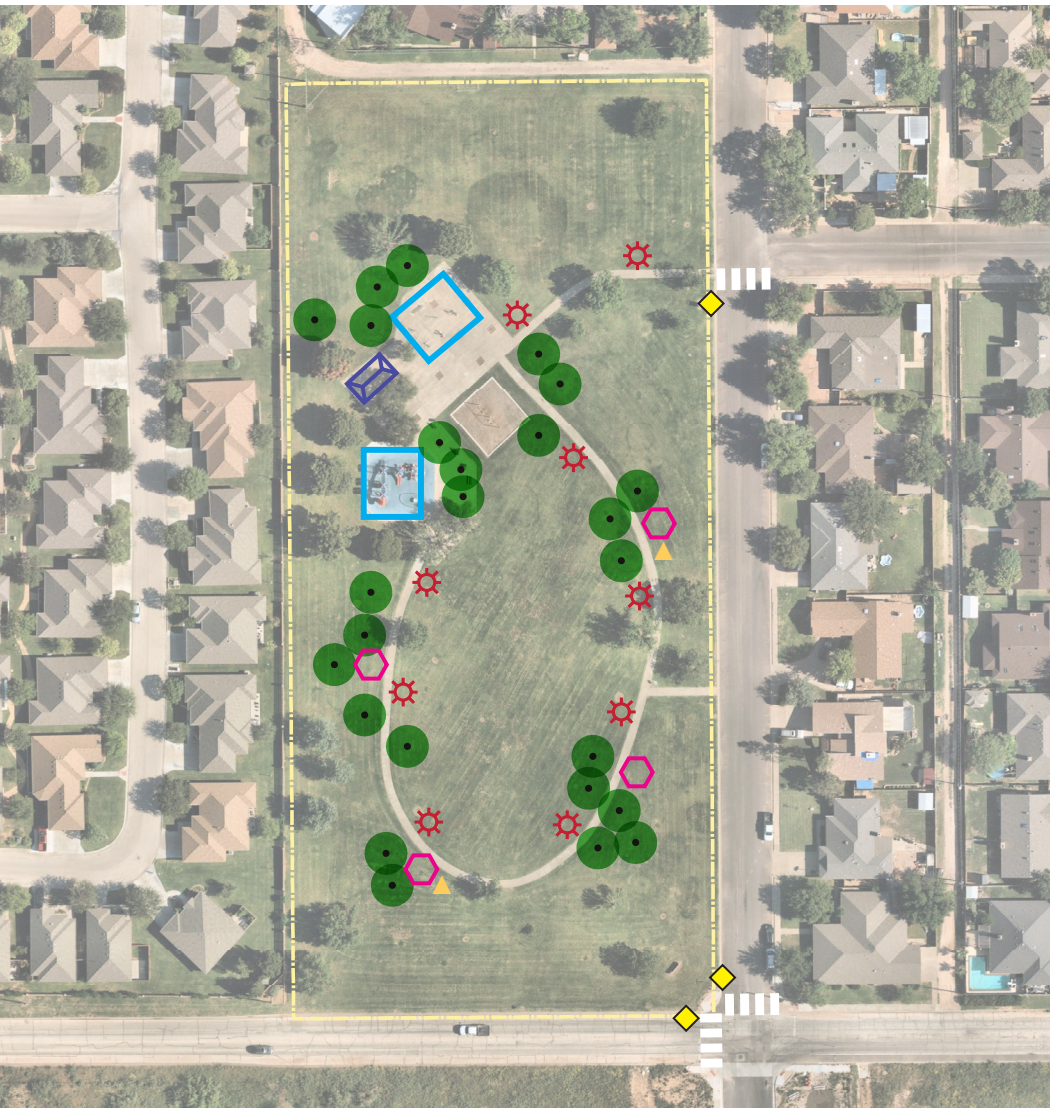






PACKET 15.742 July 14, 2020

Figure A.33, Pioneer Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Crosswalk
Trees
Lighting
Bench
Shade Structure
Picnic Pavilion
Waste/Recycling Receptacle

Opportunities for Improvement

- Solar lighting.
- Additional landscape enhancements (trees).
- Shade structure over playground and exercise equipment.
- Picnic pavilion and furnishings.

Table A.33, Pioneer Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Crosswalk Striping	EA	3	$1,000.00	$3,000.00
Shade Structure at Fitness Stations	EA	1	$25,000.00	$25,000.00
Shade Structure at Playground	EA	1	$35,000.00	$35,000.00
Bench	EA	4	$1,000.00	$4,000.00
Pavilion	EA	1	$40,000.00	$40,000.00
Picnic Table	EA	2	$1,500.00	$3,000.00
Waste Receptacle	EA	3	$750.00	$2,250.00
Pedestrian Light	EA	9	$4,000.00	$36,000.00
Tree	EA	25	$350.00	$8,750.00
Turf Reestablishment	AC	0.5	$2,500.00	$1,250.00
			20% Contingency	**$31,650.00**
			Total Cost	**$189,900.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

N RATLIFF PARK

rating: 1.5, fair condition

Ratliff Park is located at 2411 Edwards Street in east Midland off E. Scharbauer Drive and Edwards Street in the Morningside subdivision. Ratliff Park has moderate accessibility. There are poorly placed curb cuts, no perimeter sidewalk, and no crosswalk striping or signage. One curb ramp on site is too steep and not accessible. The entry sign is in poor condition, and there is no landscaping. The turf is in moderate conditions due to bare spots. The plantings and trees are in good condition, but additional coverage is needed. There is no off-street parking available. The sidewalks across the park are in good condition. The park amenities are in moderate condition due to graffiti, paint, and some rust (refer to **image 1 and image 2**, left). The play equipment is in good condition overall, but there is rust throughout (refer to **image 3**). The swing set mulch level is low and needs to be maintained so that ramp to surface is accessible (refer to **image 2**, right). The structures are new and still in great condition. The play fields are in good condition. The lighting (solar lighting) is in moderate condition because there is no lighting near the playground. The fixtures are in great condition but additional coverage is needed.



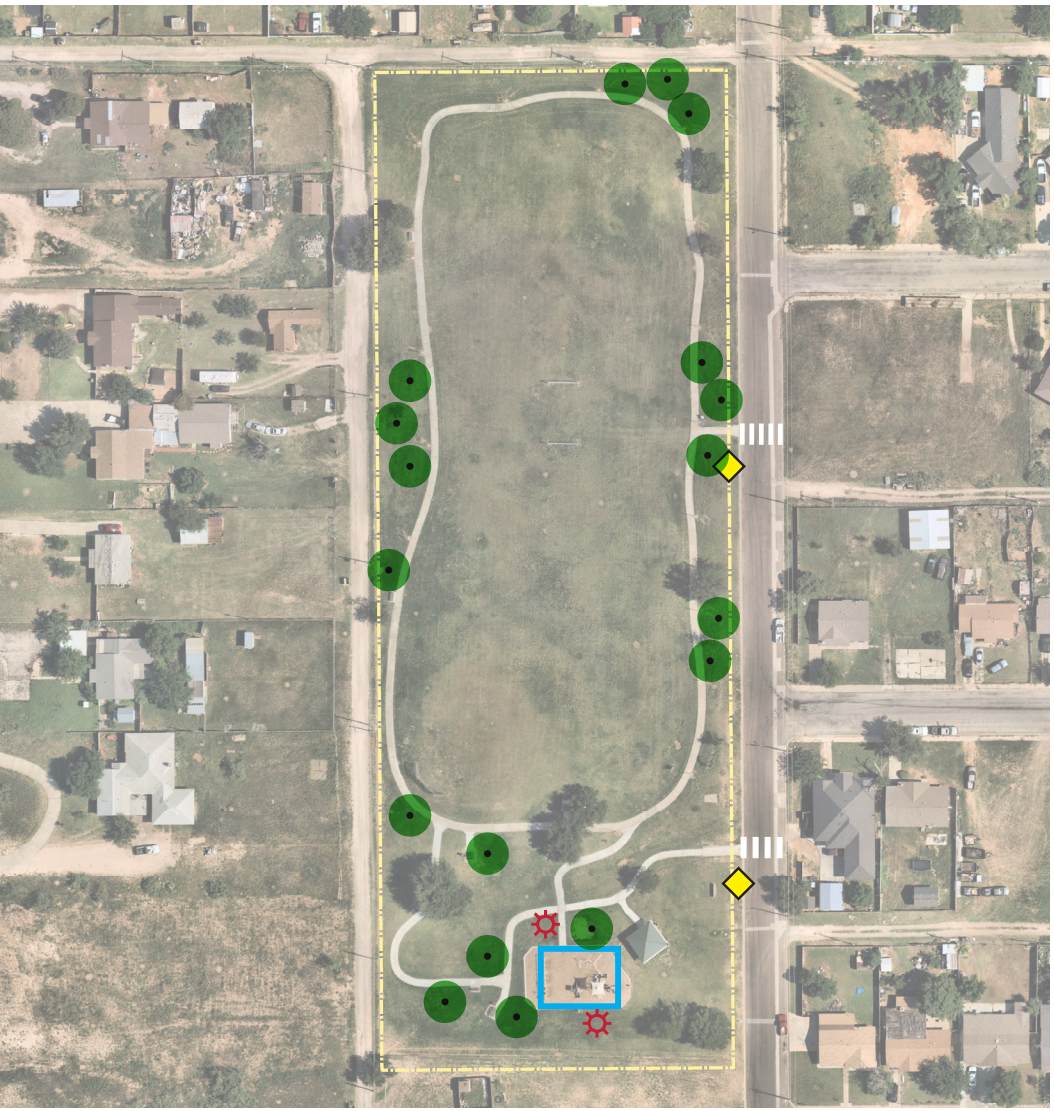






PACKET 15.744 July 14, 2020

Figure A.34, Ratliff Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Crosswalk
Trees
Lighting
Shade Structure

Opportunities for Improvement

- Solar lighting.
- Additional landscape enhancements (trees).
- Shade structure over playground.
- Upgrade athletic fields with additional assets like benches, lighting, etc.

Table A.34, Ratliff Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Pedestrian Light	EA	2	$4,000.00	$8,000.00
Tree	EA	21	$350.00	$7,350.00
Shade Structure at Playground	EA	1	$35,000.00	$35,000.00
Crosswalk Striping	EA	2	$1,000.00	$2,000.00
Turf Reestablishment	AC	0.5	$2,500.00	$1,250.00
			20% Contingency	**$10,720.00**
			Total Cost	**$64,320.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

N

SANTA RITA PARK

rating: 2.1, fair condition

Santa Rita Park is located at 5200 Whitman Drive in north central Midland outside of SL 250. The park is adjacent to Santa Rita Elementary School off Whitman Drive. The Park is not accessible as there are no curb cuts or pathways leading to any portion of the site. Erosion is occurring around the perimeter of the playground and along with the edges of the concrete pad for the benches. Irrigation lines are exposed at the bases of the younger trees (refer to **image 1**, left). The park sign is blocked from the street by the split rail fence (refer to **image 2**), and cracking is beginning to form on the edges. The playground is not accessible (refer to **image 3**) and the equipment is fading, has paint chipping, and areas with rust (refer to **image 1**, right). The benches are in good condition, but the waste receptacles are rusting through the shell (refer to **image 1**, right).

1





2



3



PACKET 15.746 July 14, 2020

Figure A.35, Santa Rita Park Opportunities for Improvement.



Data Sources: City of Midland https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Sidewalk
Trees
Lighting
Bench
Shade Structure
Picnic Pavilion
Waste/Recycling Receptacle

Opportunities for Improvement

- Solar lighting.
- Additional landscape enhancements (trees).
- Shade structure over playground.
- Picnic pavilion and furnishings.
- Additional programming and/or landscaping to activate the park.

Table A.35, Santa Rita Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Concrete Sidewalk, 6' Width	SF	2,400	$8.00	$19,200.00
Decomposed Granite Trail	SF	3,500	$10.00	$35,000.00
Replace Park Sign	EA	1	$5,000.00	$5,000.00
Refurbish Playground Equipment	LS	1	$-	$-
Shade Structure at Playground	EA	1	$35,000.00	$35,000.00
Bench	EA	8	$1,000.00	$8,000.00
Pavilion	EA	1	$40,000.00	$40,000.00
Picnic Table	EA	4	$1,500.00	$6,000.00
Waste Receptacle	EA	8	$750.00	$6,000.00
Tree	EA	58	$350.00	$20,300.00
			20% Contingency	**$34,900.00**
			Total Cost	**$209,400.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot

N

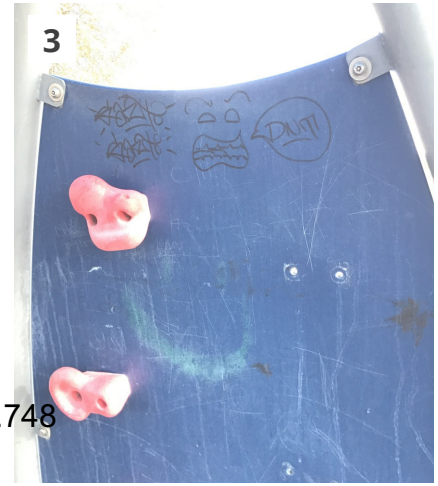
SIDWELL PARK

rating: 2.6, poor condition

Sidwell Park is located at 500 Neely Avenue in northeastern Midland in Thunderbird Heights subdivision The park is bounded by Neely Avenue (south) and N Pecos Street (east). Sidwell Park has poor accessibility. There is one curb cut with no crosswalk striping or signage, and the path through the park is not accessible. The entry sign is in poor condition and there is no landscaping. The turf is in moderate condition. The plantings and trees are in poor condition. The trees need to be maintained and additional coverage is necessary. There is no off-street parking. The decomposed granite path is in poor condition, and complete reconstruction is necessary (refer to **image 1**). The park amenities are in moderate condition due to rust. There is no access to the tables installed to meet ADA requirements (refer to **image 2**). The play equipment is in poor condition (refer to **image 3**, left and right). A shade structure was added to the playground in 2018. There is graffiti, missing pieces, and the play surface needs repair. The play fields are in good condition, with the exception of a few bare spots in the turf. There is no fencing or lighting on site.









PACKET 15.748 July 14, 2020

Figure A.36, Sidwell Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Opportunities for Improvement

- Additional landscape enhancements (trees).
- Picnic pavilion and furnishings.
- Upgrade athletic fields with additional assets like benches, lighting, etc.
- Additional programming and/or landscaping to activate the park.

Table A.36, Sidwell Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Pedestrian Light	EA	9	$4,000.00	$36,000.00
Pavilion	EA	1	$40,000.00	$40,000.00
Picnic Table at Pavilion	EA	2	$1,500.00	$3,000.00
Waste Receptacle at Pavilion	EA	1	$750.00	$750.00
Tree	EA	10	$350.00	$3,500.00
Crosswalk Striping	EA	1	$1,000.00	$1,000.00
Decomposed Granite Trail	SF	9,000	$10.00	$90,000.00
Turf Reestablishment	AC	0.5	$2,500.00	$1,250.00
			20% Contingency	**$35,100.00**
			Total Cost	**$210,600.00**

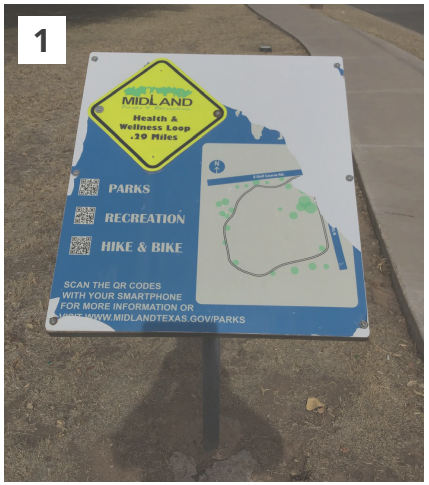
* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

N SPARKS PARK

rating: 1.4, good condition

Sparks Park is located at 1500 E. Golf Course Road in east Midland in the Trueland subdivision off E. Golf Course Road. Sparks Park has moderate accessibility. There are no curb cuts, and the park walkway functions as a perimeter walk for a portion of the park. There is no crosswalk striping or signage. The entry sign is in poor condition, there are small repairs needed and no landscaping. The sole wayfinding sign on site is in poor condition and not legible due to fading and peeling (refer to **image 1**, left). The turf is in moderate condition due to bare spots across the park. Overall, the plantings and trees are in good condition with some minor maintenance required. There is no off-street parking available. The sidewalks within the park are in good condition. The basketball court is in great condition, and would benefit from striping the surface. There is some erosion along the edges of the court that may need to be remedied to prevent injury to users and damage to the court. The newer park amenities are in good condition, but the older pieces have minor rust, scratches, and stains. The tables installed to accommodate ADA requirements are not accessible because there is no concrete walkway leading to their location (refer to **image 2**). The play equipment (replaced in 2012) is in good condition, but the level of the mulch surface under the equipment is very low and requires maintenance (refer to **image 1**, right, and **image 3**). Swings were added to the playground in 2016. There are holes to be repaired in the rubber play surface, and the caps on top of a few poles are missing. The pavilion is in good condition, but there are some scratches on the posts and stains on the concrete slab underneath. The play fields are in good condition, and there is a second soccer goal laying on the ground. The lighting (solar lighting) on site is moderate and only covers the walkway. Additional coverage is required.

1





2



3



Figure A.37, Sparks Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.pictometry.com

Park Property
Sidewalk
Crosswalk
Trees
Lighting
Bench

Opportunities for Improvement

- Solar lighting.
- Additional landscape enhancements (trees).
- Upgrade athletic fields with additional assets like benches, lighting, etc.
- Future trail connection to E Golf Course Road Trail connecting to N. Carver Street Trail and Midland Draw Trail

Table A.37, Sparks Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Concrete Sidewalk, 6' Width	SF	700	$8.00	$5,600.00
Crosswalk Striping	EA	1	$1,000.00	$1,000.00
Bench	EA	3	$1,000.00	$3,000.00
Pedestrian Light	EA	3	$4,000.00	$12,000.00
Tree	EA	17	$350.00	$5,950.00
Turf Reestablishment	AC	1	$2,500.00	$2,500.00
			20% Contingency	**$6,010.00**
			Total Cost	**$36,060.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

N TAYLOR PARK

rating: 1.8, fair condition

Taylor Park is located at 1401 Carter Avenue south central Midland between BI-20 and I-20. The park is bounded by W. Carter Avenue (north), Johnston Street (east), W. Griffin Avenue (south), and S. Goode Street (west). Taylor Park has good accessibility. The park is accessed by way of two curb cuts, with no crosswalk stripes or signage. There is a perimeter walkway around the site. The entry sign is in poor condition, and has no landscaping. Turf across the site is in moderate condition, due to burs and bare spots throughout. Additional plantings and trees are needed, but the existing trees are in good condition. The parking lot is in moderate condition, and repairs are required to fix potholes and faded striping. The sidewalks in the park are in good condition. The basketball court is moderate overall, and has cracks across the surface, no striping, and a broken chain on one of the basketball nets. The park amenities and play equipment are in good condition, with some minor rusting and chipped coating (refer to **image 1,** left). The swing set is in moderate condition with low mulch levels and exposed fabric (refer to **image 1,** right). The skatepark area is in moderate condition due to paint chips, cracks in the concrete, and rust (refer to **image 2**). Overall, the play fields are in good condition, but there is one soccer field with turf in bad condition. Bleachers in the play fields require replacement (refer to **image 3**). Fencing along the road is in poor condition and requires replacement. The park has moderate lighting and requires additional coverage, as well as repair of two fixtures with missing bulbs and fixture covers.









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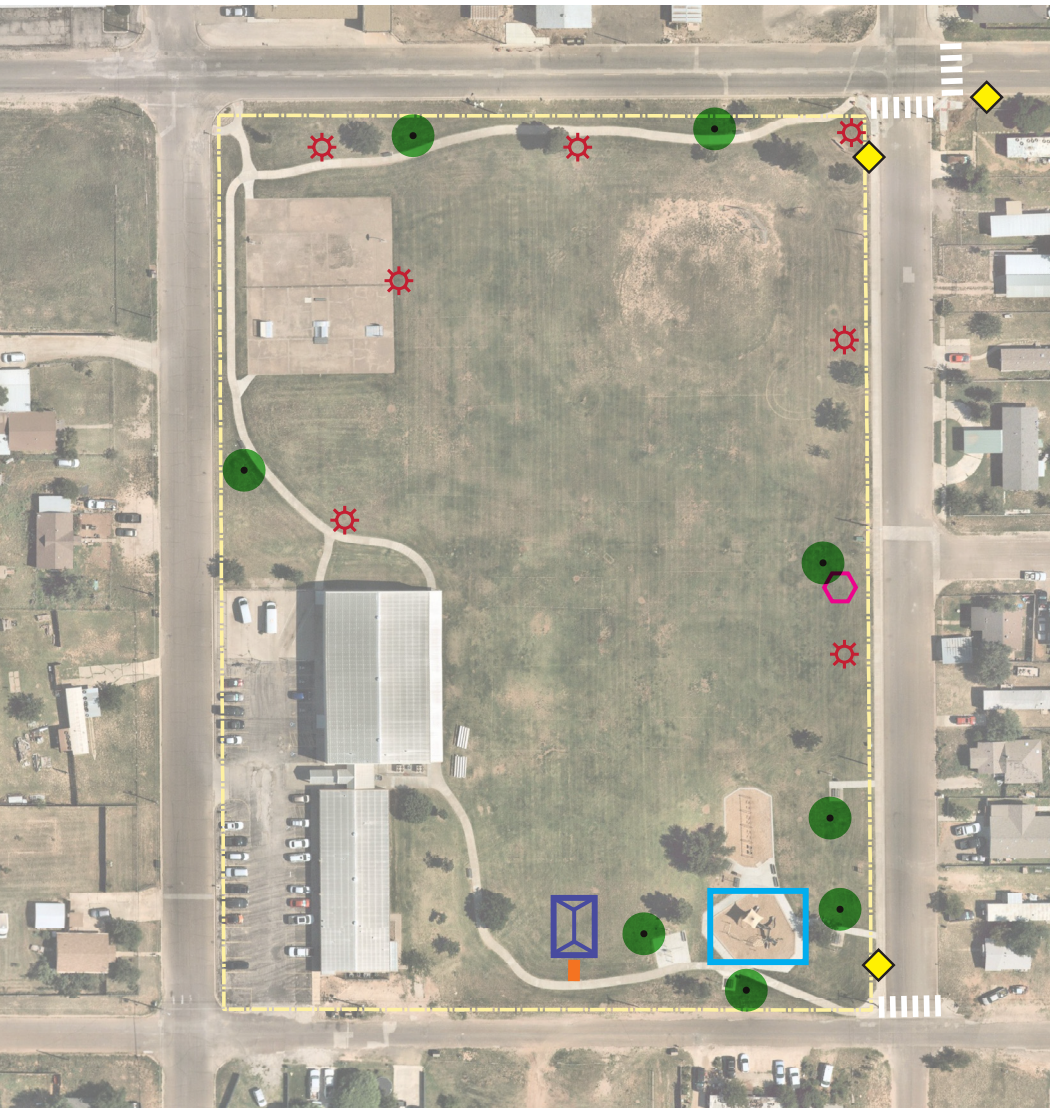
Figure A.38, Taylor Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Sidewalk
Crosswalk
Trees
Lighting
Bench
Shade Structure
Picnic Pavilion

Opportunities for Improvement

- Solar lighting.
- Additional landscape enhancements (trees).
- Shade structure over playground.
- Picnic pavilion and furnishings.
- Upgrade athletic fields with additional assets like benches, lighting, etc.

Table A.38, Taylor Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Concrete Sidewalk, 6' Width	SF	60	$8.00	$480.00
Crosswalk Striping	EA	3	$1,000.00	$3,000.00
Bench	EA	3	$1,000.00	$3,000.00
Shade Structure at Playground	EA	1	$35,000.00	$35,000.00
Pedestrian Light	EA	7	$4,000.00	$28,000.00
Pavilion	EA	1	$40,000.00	$40,000.00
Picnic Table	EA	2	$1,500.00	$3,000.00
Waste Receptacle	EA	1	$750.00	$750.00
Tree	EA	8	$350.00	$2,800.00
Sports Field Turf Reestablishment	AC	1.5	$5,000.00	$7,500.00
			20% Contingency	**$24,706.00**
			Total Cost	**$148,236.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

N TRINITY PARK

rating: 2.1, fair condition

Trinity Park is located at 3900 St. Andrews Drive in northwest Midland inside SL 250 in the Trinity subdivision. Trinity Park is in moderate condition. Access to the park is provided by on-street parking and two connections to neighborhood sidewalks. One curb ramp is located near the playground leading to the roadway, but no signage or striping exists. This is a safety concern for children as this provides a direct path from the playground to the street. Separation should be provided between the playground and roadway along with striping and signage to indicate a crossing. The park sign is beginning to crack, the seal on the front has faded away, and the turf below the sign has eroded. Throughout the park the turf is in good condition, but there is erosion at the edges of concrete; and turf reestablishment is required near the playground (refer to **image 1**). Adequate canopy coverage is provided along the trail and in high use areas, and additional trees have been recently planted to provide more coverage. The younger trees are in poor condition with exposed irrigation lines and many trees are leaning due to broken guy wires and lodge poles which are in need of replacement (refer to **image 2**, left and right). The park amenities are in moderate condition with some rust and the surface material is chipping off the picnic table. Access is provided to each amenity, however a wheelchair accessible table is not provided. The playground equipment is not accessible and is in poor condition due to vandalism, fading paint, and swings missing from the swing set (refer to **image 3**). The play fields are in good condition with established turf and adequate space for both the soccer goal and backstop. The backstop is beginning to rust and minor erosion exists around home plate due to use.



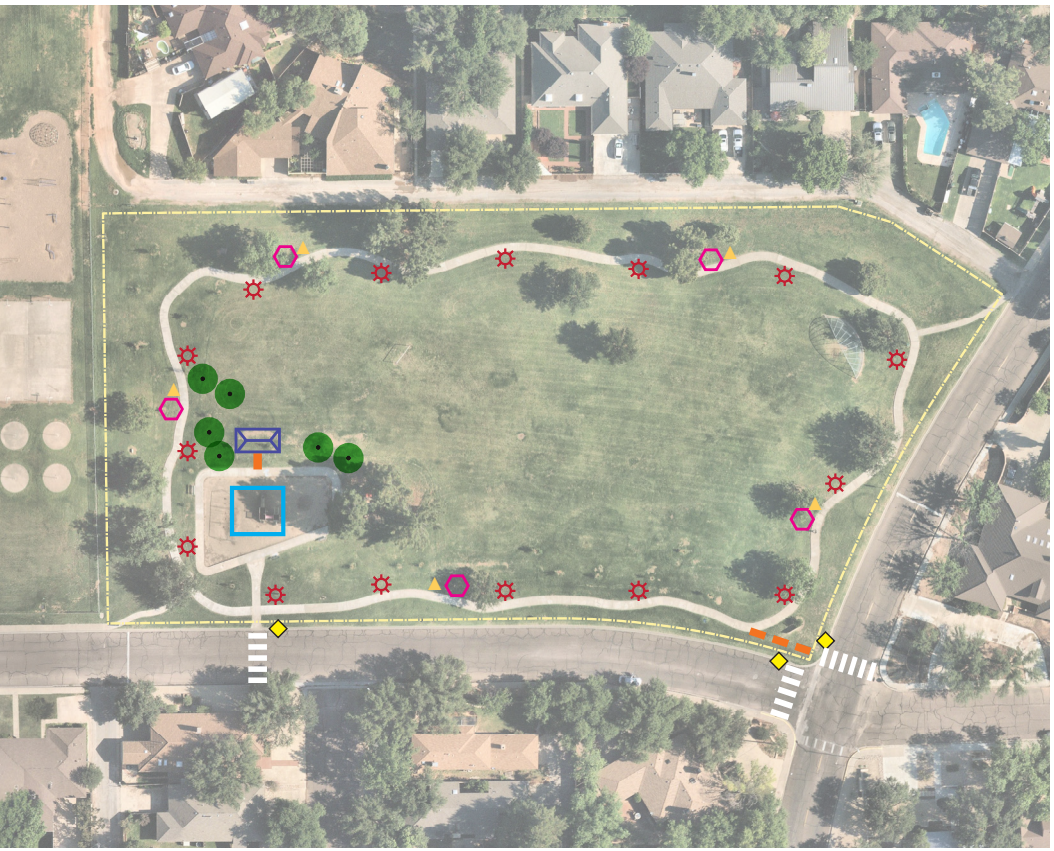






PACKET 15.754 July 14, 2020

Figure A.39, Trinity Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

- Park Property
- Sidewalk
- Crosswalk
- Trees
- Lighting
- Bench
- Shade Structure
- Picnic Pavilion
- Waste/Recycling Receptacle

Opportunities for Improvement

— Solar lighting.
— Additional landscape enhancements (trees).
— Shade structure over playground.
— Picnic pavilion and furnishings.
— Future trail connection to Godfrey Street Trail.

Table A.39, Trinity Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Concrete Sidewalk, 6' Width	SF	60	$8.00	$480.00
Replace Park Sign	EA	1	$5,000.00	$5,000.00
Shade Structure at Playground	EA	1	$35,000.00	$35,000.00
Refurbish Playground Equipment	LS	1	$-	$-
Bench	EA	5	$1,000.00	$5,000.00
Pavilion	EA	1	$40,000.00	$40,000.00
Picnic Table	EA	2	$1,500.00	$3,000.00
Waste Receptacle	EA	6	$750.00	$4,500.00
Pedestrian Light	EA	15	$4,000.00	$60,000.00
Tree	EA	6	$350.00	$2,100.00
Turf Reestablishment	AC	0.5	$2,500.00	$1,250.00
			20% Contingency	**$31,266.00**
			Total Cost	**$187,596.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

N TUMBLEWEED PARK

rating: 2.0, fair condition

Tumbleweed Park is located at 1300 Ventura Avenue in north central Midland directly adjacent and in the same block as Windlands Park. Two curb ramps on the southern edge of the park provide access to on-street parking. There is one curb ramp to the west connecting the roadway to the park, however there is no crosswalk signage or striping. The park sign is located within an empty planting bed with two grasses that block the middle of the sign (refer to **image 1**). The turf throughout the park is in moderate condition, with numerous bare spots and erosion occurring at the concrete pads and sidewalks (refer to **image 2**). Additional trees located near benches and picnic tables will provide a more pleasant experience for visitors. The picnic tables and benches are in good condition. Overall, however, the park amenities are in moderate condition due to exposed concrete footings, rust on the grills and waste receptacles, and the lack of access to some picnic tables. The large pavilion is in good condition, but only has two tables underneath (refer to **image 3**, left). More tables would help fill this space, with the inclusion of another wheelchair accessible table. The single play element adjacent to the pavilion has a six-inch drop off from top of pavement down to the mulch surface making it inaccessible to wheelchair-bound individuals (refer to **image 3**, right).

1



2



3





PACKET 15.756 July 14, 2020

Figure A.40, Tumbleweed Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Crosswalk
Trees

Opportunities for Improvement

— Additional landscape enhancements (trees).
— Additional programming and/or landscaping to activate the park.
— Future trailhead and trail connection to N "I" Street Trail.

Table A.40, Tumbleweed Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Crosswalk Striping	EA	1	$1,000.00	$1,000.00
Picnic Table	EA	2	$1,000.00	$2,000.00
Shrubs/Grasses	SF	200	$7.00	$1,400.00
Tree	EA	24	$350.00	$8,400.00
Turf Reestablishment	AC	0.5	$2,500.00	$1,250.00
			20% Contingency	**$2,810.00**
			Total Cost	**$16,860.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

N WADLEY BARRON PARK

rating: 1.3, good condition

Wadley Barron Park is just northwest of downtown Midland at 1001 N. "A" Street at the intersection of N. "A" Street and W. Cuthbert Avenue. Wadley Barron Park has good accessibility, but no crosswalk striping or signage. The entry sign is in poor condition, as well as the informational sign along the lake edge. The turf is in good condition overall, however, there is a serious erosion issue at the lake edge and wall edges on site that should be remedied (refer to **images 1 and 2**). The plantings and trees on site are in great condition. There is no off-street parking available. The sidewalks along the lake edge are in great condition. Park amenities are in moderate condition due to rust on the trash cans and benches, as well as erosion at the base of all benches. One bench on site is not usable due to tree roots at the base (refer to **image 3**). There is no play equipment or play fields on site. The pavilion in Wadley Barron Park is in moderate condition, with paint chips and stains on the entire structure. Fencing on site is in good condition, but there are some fading pickets. Half of the site is well-lit, but additional coverage is needed.







PACKET 15.758 July 14, 2020

Figure A.41, Wadley Barron Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Sidewalk
Crosswalk
Lighting

Opportunities for Improvement

— Solar lighting.
— Future trailhead and trail connection to N "B" Street Trail.

Table A.41, Wadley Barron Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Concrete Sidewalk, 6' Width	SF	60	$8.00	$480.00
Crosswalk Striping	EA	2	$1,000.00	$2,000.00
Repair Erosion	LS	1	$-	$-
Refurbish Pavilion	LS	1	$-	$-
Pedestrian Light	EA	5	$4,000.00	$20,000.00
Turf Reestablishment	AC	0.5	$2,500.00	$1,250.00
			20% Contingency	**$4,746.00**
			Total Cost	**$28,476.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

P

COLLEGE AVENUE TRIANGLE

rating: 3.0, poor condition

College Avenue Triangle is a triangular parcel located at the intersection of College Avenue and W. Indiana Avenue, just west of downtown. College Avenue Triangle has not yet been developed into a park and currently exists as an non-utilized green pocket park. The turf is in moderate condition (refer to **images 1, 2, and 3**), with maintenance required. There are no amenities or means of accessibility on site. This site warrants a landscape enhancement plan and use program.







PACKET 15.760 July 14, 2020

Figure A.42, College Avenue Triangle Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property

Opportunities for Improvement

— Plan needed to redesign pocket park.

Table A.42, College Avenue Triangle Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Turf Reestablishment	AC	0.25	$2,500.00	$625.00
			20% Contingency	**$125.00**
			Total Cost	**$750.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

P

CRIER PARK

rating: 1.8, fair condition

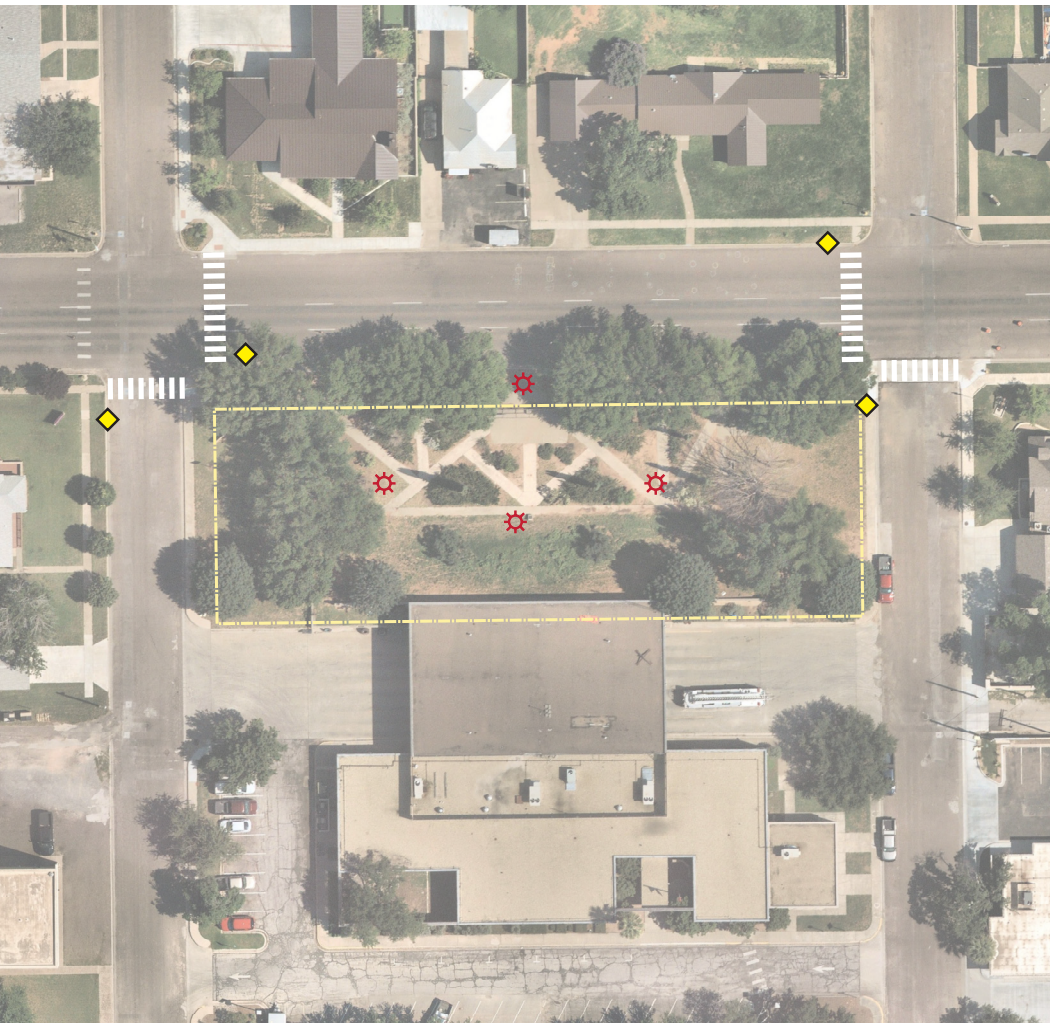
Crier Park is located at 1500 at W. Wall Street adjacent to Midland Fire Station 1, just west of downtown. Crier Park has good accessibility. The site is accessed via curb cuts although there is no crosswalk striping or signage. The entry sign is in poor condition and there is no landscaping. The turf across the park is in moderate condition, with a few bare spots that require repair. Overall, the plantings and trees are in good condition. There are several bare spots within the planting beds should to be filled in (refer to **image 1**), and no vines are growing on the pavilion structure. No off-street parking is available. Sidewalks within the park are in good condition. A large amount of erosion has occurred along the bank adjacent (refer to **image 1**). There is no play equipment within the park. The park amenities are in moderate condition overall. The trash cans are in good condition, but the older wooden benches are in need of maintenance (refer to **image 2**). The only shelter structure on site is rusting and is not covered in vines as the design intended (refer to **image 3**). The park lighting is moderate due to older fixtures that need repairs or replacement and additional coverage requirements.







Figure A.43, Crier Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Crosswalk
Lighting

Opportunities for Improvement

— Solar lighting.
— Additional programming and/or landscaping to activate the park.

Table A.43, Crier Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Crosswalk Striping	EA	4	$1,000.00	$4,000.00
Pedestrian Light	EA	4	$4,000.00	$16,000.00
Turf Reestablishment	AC	0.25	$2,500.00	$625.00
			20% Contingency	**$4,125.00**
			Total Cost	**$24,750.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

P

INDIANA AVENUE TRIANGLE

rating: 2.0, fair condition

Indiana Avenue Triangle are two parcels that make up a triangular pocket park at the intersection of W. Indiana and Holloway Avenues just west of downtown. Indiana Avenue Triangle has not yet been developed into a park and currently exists as an non-utilized green pocket park. The turf is in moderate condition (refer to **images 1,2, and 3**), with maintenance required to repair bare spots, burs, and holes. There are no amenities or means of accessibility on site. This site warrants a landscape enhancement plan and use program.







PACKET 15.764 July 14, 2020

Figure A.44, Indiana Avenue Triangle Opportunities for Improvement.



Park Property

Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Opportunities for Improvement

— Plan needed to redesign pocket park.

Table A.44, Indiana Avenue Triangle Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Turf Reestablishment	AC	1	$2,500.00	$2,500.00
			20% Contingency	**$500.00**
			Total Cost	**$3,000.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

P

JACOTTE PARK

rating: 1.5, fair condition

Jacotte Park is a semi-circular pocket park in east Midland at Jacotte Circle and E. Golf Course Road. Jacotte Park as not yet been developed into a park and currently exists as an non-utilized green pocket park. The turf is in moderate condition (refer to **images 1 and 2**), with maintenance required to repair bare spots. The plantings and trees are in good condition (refer to **image 3**). There are no amenities or means of accessibility on site. This site warrants a landscape enhancement plan and use program.

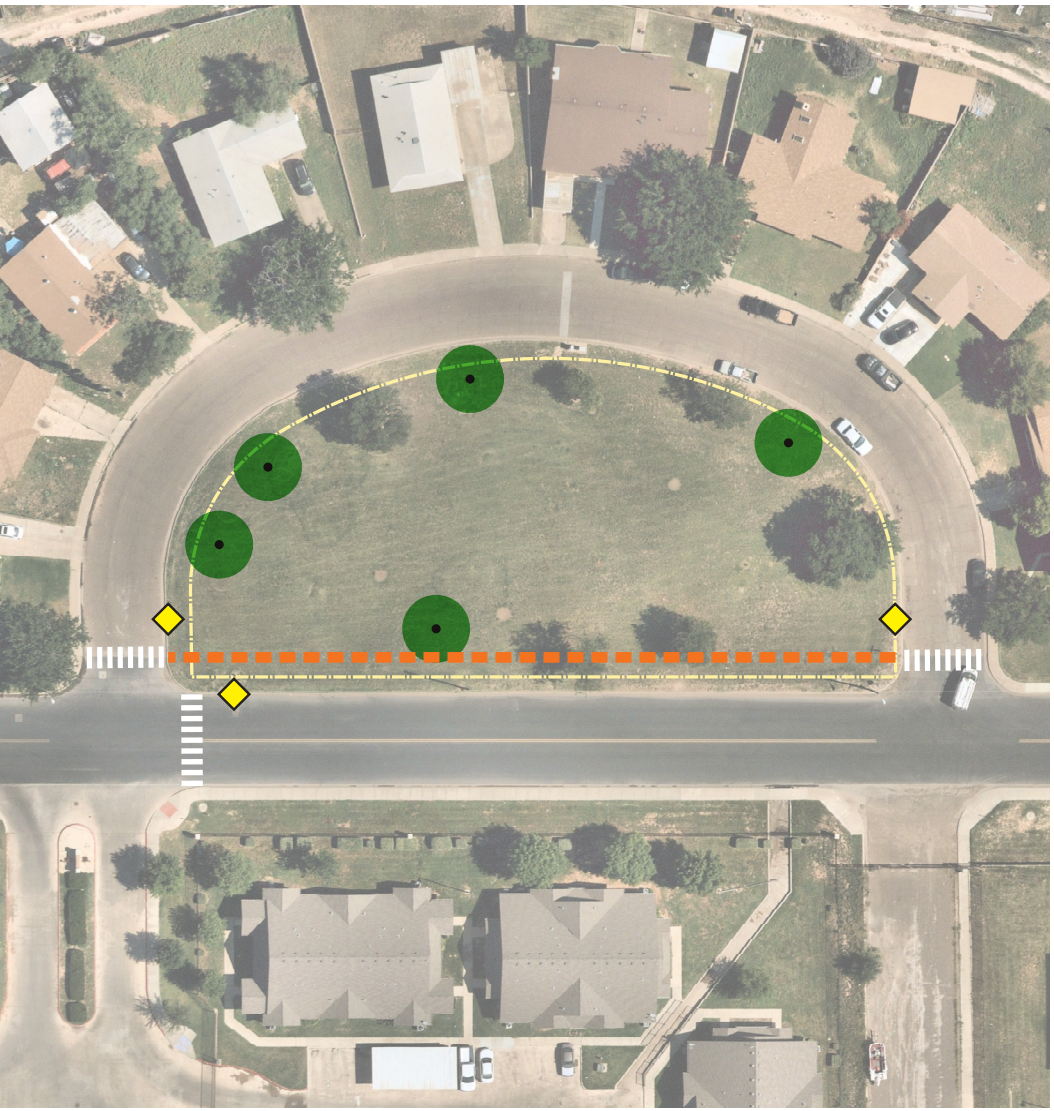






PACKET 15.766 July 14, 2020

Figure A.45, Jacotte Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.pictometry.com

Park Property
Sidewalk
Crosswalk
Trees

Opportunities for Improvement

- Solar lighting.
- Additional programming and/or landscaping to activate the park.
- Plan needed to redesign pocket park.

Table A.45, Jacotte Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Concrete Sidewalk, 6' Width	SF	1,800	$8.00	$14,400.00
Crosswalk Striping	EA	3	$1,000.00	$3,000.00
Tree	EA	5	$350.00	$1,750.00
Turf Reestablishment	AC	0.25	$2,500.00	$625.00
			20% Contingency	**$3,955.00**
			Total Cost	**$23,730.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

P

LLOYD PARK

rating: 2.9, poor condition

Lloyd Park is a pocket park just north of downtown at W. Cuthbert Avenue and N. Marienfeld Street. Lloyd Park is not accessible. There are no walking surfaces, crosswalk striping, or signage (refer to **image 1**). The entry sign is in poor condition, and there is no landscaping (refer to **image 2**). The turf is in good condition, but there are some bare spots and burs throughout. There is no off-street parking available. The park amenities are in moderate condition. The tables are older and require replacement (refer to **image 3**). There is no play equipment or programmed play fields. There is no lighting on site.

1



2



3



Figure A.46, Lloyd Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Sidewalk
Crosswalk
Trees
Lighting

Opportunities for Improvement

— Additional landscape enhancements (trees)
— Future trail connection to Blue Bird Lane Trail.

Table A.46, Lloyd Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Concrete Sidewalk, 6' Width	SF	3,060	$8.00	$24,480.00
Crosswalk Striping	EA	1	$1,000.00	$1,000.00
Picnic Table	EA	2	$1,500.00	$3,000.00
Pedestrian Light	EA	3	$4,000.00	$12,000.00
Tree	EA	5	$350.00	$1,750.00
Turf Reestablishment	AC	0.25	$2,500.00	$625.00
			20% Contingency	**$8,571.00**
			Total Cost	**$51,426.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

P

SCHARBAUER DRIVE TRIANGLE

rating: 1.5, fair condition

Scharbauer Drive Triangle is a small parcel / pocket park where W. Scharbauer Drive and W. Golf Course Road meet. Scharbauer Triangle is located on the inner curve of W. Scharbauer Drive. The park is difficult to access with no parking available and no sidewalks leading to the site. The gravel drive wrapping around the southern edge is littered with trash and debris (refer to **image 1**). The turf is in poor condition with many bare spots and areas of erosion (refer to **image 2**). Large evergreen trees that line the southern edge of the park provide a separation from the residential properties (refer to **image 3**).

1



2



3



PACKET 15.770 July 14, 2020

Figure A.47, Scharbauer Drive Triangle Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property

Opportunities for Improvement

— Plan needed to redesign pocket park.
— Future trail connection to Blue Bird Lane Trail.

Table A.47, Scharbauer Drive Triangle Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Turf Reestablishment	AC	0.25	$2,500.00	$625.00
			20% Contingency	**$125.00**
			Total Cost	**$750.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

P UNITY PARK

rating: 3.1, poor condition

Unity Park is a triangular plaza / pocket park just east of downtown at the intersection of Louisiana Avenue and Lamesa Road. Unity Park has moderate accessibility. There are curb cuts, and one set of crosswalks. The entry sign is in poor condition, due to missing and chipped bricks. The sign needs repair or complete replacement. The turf is in poor condition and needs reconditioning. The plantings and trees are in poor condition overall. Several Bradford Pear trees should be replaced, and there are missing shrubs throughout the landscape beds that should be infilled and be finished off with a mulch application (refer to **image 1**). The landscape beds with decomposed granite need maintenance to repair the exposed fabric, and should be leveled to an appropriate depth (refer to **image 2**). There is no off-street parking. Sidewalks across the site are in good condition, with minor repairs needed due to heaving in places. The park amenities are in poor condition and require replacement. The benches are scratched, rusted, paint is chipped, and pieces are falling off (refer to **image 3**). The lighting condition is very poor. Complete replacement of existing lighting fixtures, as well as additional coverage, is required.

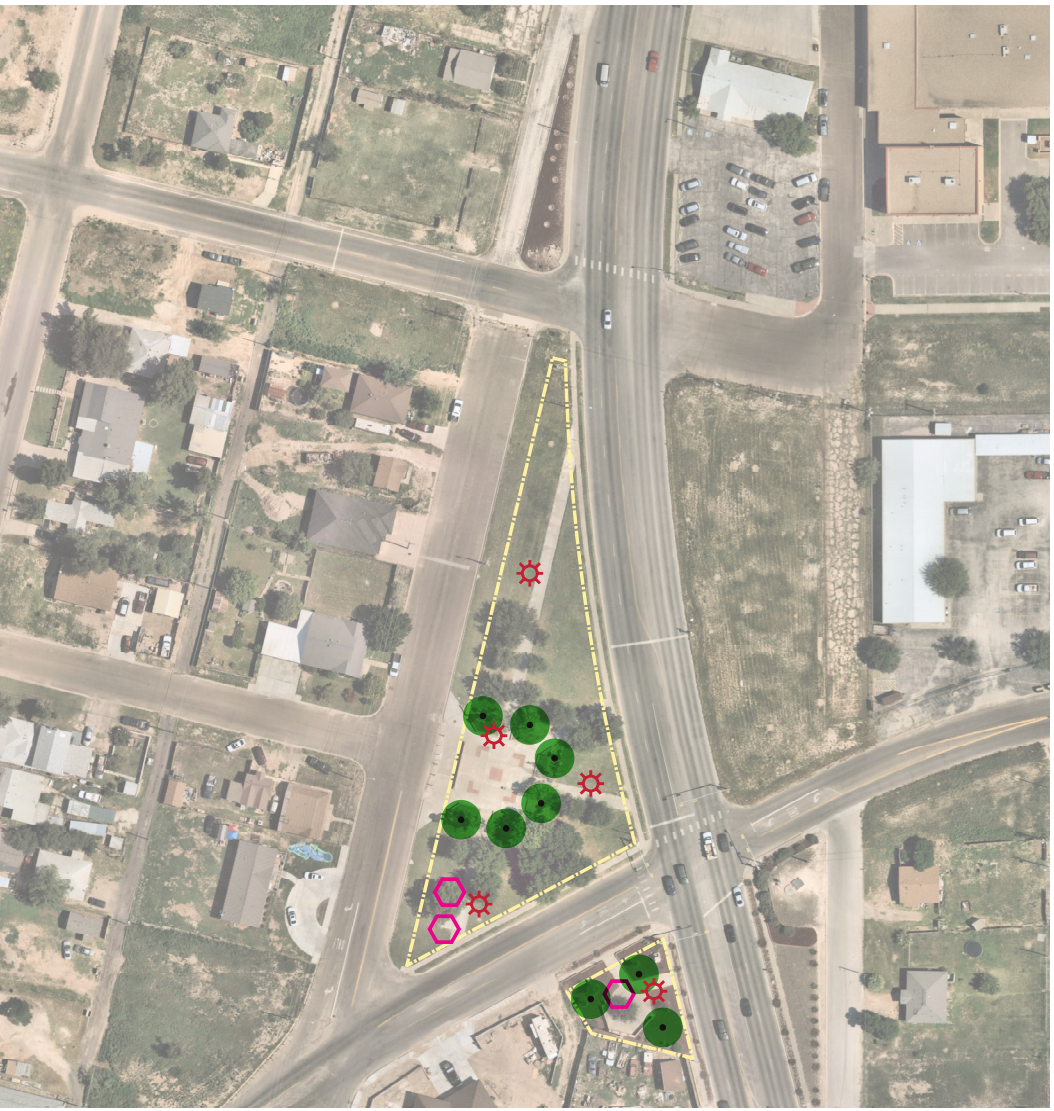






PACKET 15.772 July 14, 2020

Figure A.48, Unity Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Trees
Lighting
Bench

Opportunities for Improvement

— Additional landscape enhancements (trees)
— Future trail connection to Blue Bird Lane Trail.

Table A.48, Unity Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Pedestrian Light	EA	5	$4,000.00	$20,000.00
Bench	EA	3	$1,000.00	$3,000.00
Tree	EA	9	$350.00	$3,150.00
Replace Park Sign	LS	1	$5,000.00	$5,000.00
Repair DG	SF	5,310	$5.00	$26,550.00
Turf Reestablishment	AC	0.25	$2,500.00	$625.00
			20% Contingency	**$11,665.00**
			Total Cost	**$69,990.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

P

VIETNAM VETERANS MEMORIAL

rating: 1.2, good condition

Vietnam Veterans Memorial is located at 9915 Wright Drive in far west Midland near the Midland International Air and Space Port. The Vietnam Veterans Memorial is in good condition overall and includes various memorials and statues, plaques, playground, picnic shelter, and site furnishings. Off-street parking provides adequate access to all elements within the park along with multiple pathways leading from the parking around the site. The turf is in moderate condition due to the erosion along the concrete edges (refer to **image 1**) and beneath the canopy trees to the southeast. Large canopy trees provide adequate coverage to the playground and picnic shelter, however the native grasses that are centrally located have become sparse, need to be maintained, and irrigation lines are exposed (refer to **image 2**, left). The parking lot surfacing is cracked and separating in many locations and the striping is fading as well. The park amenities are in good condition and showing limited signs of rust, but no wheelchair accessible tables are provided. The playground equipment is also in good condition with minor fading occurring on the elements. Accessible pads are placed at the transfer station to the playground (**image 2**, right), however it is recommended to remove the gravel surfacing and replace with an all-inclusive surfacing. The picnic shelters are in good condition but are showing signs of rust on the posts and roof, and erosion is causing the concrete footings to become exposed. Memorial signage is located around the site and is generally in good condition. Minor maintenance is necessary to remove dirt and stains from the signs (refer to **image 3**, left and right).

1



2





3





PACKET 15.774 July 14, 2020

Figure A.49, Vietnam Veterans Memorial Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property

Opportunities for Improvement

— N/A

Table A.49, Vietnam Veterans Memorial Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Playground Surfacing	SF	1,300	$18.00	$23,400.00
Shrubs/Grasses	SF	2,500	$7.00	$17,500.00
Turf Reestablishment	AC	0.25	$2,500.00	$625.00
			20% Contingency	**$8,305.00**
			Total Cost	**$49,830.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot
AC: acre

P

VOLUNTEER PARK

rating: 2.5, poor condition

Volunteer Park is located at 900 N. Big Spring Street at the north edge of downtown. Volunteer Park has moderate accessibility conditions. There are three curb cuts, but there is no crosswalk striping or signage. There is no entry sign, but the "Greetings from Midland" mural is in good condition. There is no turf in the park, but the plantings and trees are in good condition with extensive pruning required. There are missing trees in the tree wells that should be replaced (refer to **image 1**). There has been erosion on site and soil has been carried over the curb and gutter. There is no off-street parking available. The sidewalks across the site are in moderate condition due to buckling and cracking of the concrete (refer to **image 2**-3). Repairs are required to prevent safety concerns. The park amenities are in poor condition and require repair. The fencing is in good condition. The lighting condition on site is poor and requires complete replacement, as well as additional coverage.

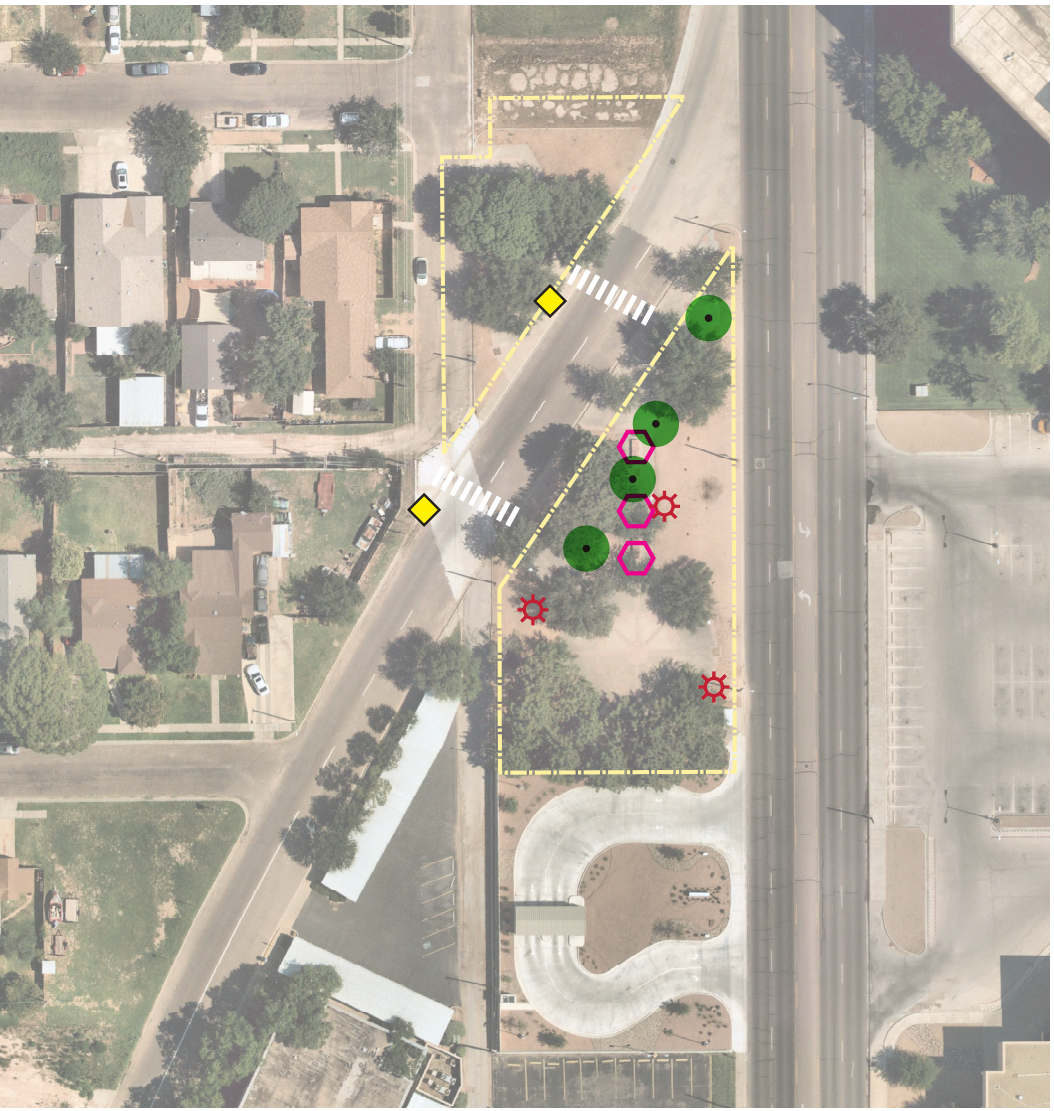






PACKET 15.776 July 14, 2020

Figure A.50, Volunteer Park Opportunities for Improvement.



Data Sources: City of Midland
https://www.midlandtexas.gov/225/GIS-Mapping

Aerial imagery: www.nearmap.com

Park Property
Crosswalk
Trees
Lighting
Bench

Opportunities for Improvement

— Additional landscape enhancements (trees)
— Future trail connection to Blue Bird Lane Trail.

Table A.50, Volunteer Park Magnitude of Costs.

Costs are for order of magnitude estimating purposes only and are subject to refinement and verification. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e., unknown subsurface conditions.) Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

Description	Unit*	Quantity	Unit Cost	Cost
Park Sign	LS	1	$5,000.00	$5,000.00
Pedestrian Light	EA	3	$4,000.00	$12,000.00
Crosswalk Striping	EA	2	$1,000.00	$2,000.00
Bench	EA	3	$1,000.00	$3,000.00
Tree	EA	4	$350.00	$1,400.00
			20% Contingency	**$4,680.00**
			Total Cost	**$28,080.00**

* SF: square feet
EA: each
LS: lump sum
LF: linear foot

I-20 WILDLIFE PRESERVE

Park Condition Assessment

Park: I-20 Wildlife Preserve **Date:** 11/12/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
2 Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments: none

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments: natural, need some pruning along trail

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments: irrigation @ front only

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
(2) Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
__ No off-street parking available
Comments: no striping, gravel lot. handicap spot denoted w/sign, concrete strip

1

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
1 Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
✓ No sidewalks/trails/paths exist
Comments:

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist
Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
(2) Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: accessibility within park is good, no exterior access

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments:

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments:

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
(1) Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters
Comments:

2

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
✓ No playing fields
Comments:

Signage (On-Site Regulatory, Wayfinding)
(0) Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
2 Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments:

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
(1) Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
__ No fencing
Comments:

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
✓ No lighting exists
Comments:

BEAL PARK

Park Condition Assessment

Park: Beal Park **Date:** 11/12/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
2 Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
(3) Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments: stickers, areas that need to be reseeded, weeds

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments: Pruning, dead trees

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
(3) Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
__ No off-street parking available
Comments:
Striping not visible, no lighting

1

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
1 Good condition, surface beginning to crack and heave with minor repairs needed
(2) Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments: Cracking everywhere (no control joints) vehicles from parks dept drive on

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist
Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
(2) Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: no exterior sidewalks. disconnected sidewalks inside park, some curb cuts ~~striping~~

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: some benches have rusting chipped coating w/ exposed metal; rusty trashcans

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: faded, graffiti, playsurface uneven

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
(2) Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters
Comments: rust, old buildings on site, graffiti

2

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
(1) Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
__ No playing fields
Comments: Some baseballs need to be replaced; softballfields more than baseball

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: needs more signage; has 2nd entry signs, 1 is blocked by tree

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
(1) Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
__ No fencing
Comments:

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
(2) Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
__ No lighting exists
Comments: fields have lighting, as well as interior roads. fixtures @ buildings cracked/yellowed

Park Condition Assessment

Park: John P Butler Youth Sports Complex **Date:** 11/11/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
2 Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
(3) Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments:

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments: very little vegetation, needs more plantings, need maintenance

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
(2) Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
__ No off-street parking available
Comments: handicap signs and all striping needs repair

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
1 Good condition, surface beginning to crack and heave with minor repairs needed
(2) Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments: erosion, concrete cracking / buckling,

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist
Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 ✓ Very poor condition, complete replacement needed
__ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
(2) Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: no walkways @ soccer field, no ramps/crossings @ perimeter sidewalk

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: some amenities not accessible, warped picnic table

Play Equipment
(0) (1) Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
(4) Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: one playground is brand new, other one is old/needs replacement

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
(2) Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters
Comments: chipped paint, rusted metal

soccer field equipment very poor & unsafe

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
(3) Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
__ No playing fields
Comments: erosion problem on soccer & 1 ball fields. ground concessions r/r on both

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
(1) Good condition, sign facing is weathered, landscaping is generally healthy
2 Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: entry sign only; needs wayfinding

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
(1) Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
__ No fencing
Comments: rusting/rotting @ eroded areas of fields

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
(2) Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
__ No lighting exists
Comments: no lighting @ playground, missing fixture covers

C.J. KELLY PARK

Park Condition Assessment

Park: C.J. Kelly **Date:** 11/11/19

Turf

0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
(2) Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement

Comments:

Plantings and Trees

0 Great condition, good coverage and healthy with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists

Comments: little planting, trees needs some maintenance

Irrigation

0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist

Comments:

Parking

0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
(2) Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
__ No off-street parking available

Comments:
handicap parking stripe maintenance

Park Sidewalks and Trails

0 Great condition, surface is in good condition and is ADA accessible
(1) Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist

Comments: stairs, some cracks

Basketball Nets and Playing Surfaces

0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist

Comments:

Tennis Courts, Fencing and Nets

0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist

Comments:

Park Accessibility

0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
2 Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
(3) Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons

Comments: no sidewalks from road, no crosswalk/sign

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)

0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement

Comments: not all accessible

Play Equipment

0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement

Comments: graffiti, fall surface needs repair. new eq. up.

Buildings, Shelters, Pavilions

0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
(2) Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters

Comments:

Playing Fields and Equipment

0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
(2) Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
__ No playing fields

Comments: drainage issues, erosion on football fields; maintenance on baseball fields

Signage (On-Site Regulatory, Wayfinding)

0 Great condition, adequate in number, appropriately placed and well landscaped
(1) Good condition, sign facing is weathered, landscaping is generally healthy
2 Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage

Comments: entry sign, little landscaping; 1 trail wayfinding

Fencing

0 Great condition, structurally sound, no rusting and adequately meets its need
(1) Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
__ No fencing

Comments:

Lighting

0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
(2) Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
__ No lighting exists

Comments:
no lighting @ playground

DENNIS THE MENACE PARK

Park Condition Assessment

Park: Dennis The Menace **Date:** 11/12/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
2 Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
(3) Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments:

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments:

Irrigation
0 Great coverage with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
(1) Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
__ No off-street parking available
Comments:

Park Sidewalks and Trails
(0) Great condition, surface is in good condition and is ADA accessible
1 Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments:

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist
Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
(1) Good accessibility, an acceptable walking surface exists and street crossing signs exist
2 Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: no signs/stripes

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
(0) Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: no ADA tables or benches

Play Equipment
(0) Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments:

Buildings, Shelters, Pavilions
(0) Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters
Comments:

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
✓ No playing fields
Comments:

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
(1) Good condition, sign facing is weathered, landscaping is generally healthy
2 Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: entry sign needs more landscape

Fencing
(0) Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
__ No fencing
Comments: minor repair needed @ parking lot

Lighting
0 Great condition, structurally sound, good coverage and in good repair
(1) Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
__ No lighting exists
Comments: no parking lot lighting

REYES-MASHBURN-NELMS PARK

Park Condition Assessment

Park: RMN **Date:** 11/13/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
(2) Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments: stickers, a lot of ant-hills, erosion

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments: newly planted trees near BMX, no [illegible] shrubs

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
(3) Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
__ No off-street parking available
Comments: no handicap signs, faded striping, potholes in handicap spot; potholes, stains throughout

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
1 Good condition, surface beginning to crack and heave with minor repairs needed
(2) Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments: cracking, edges falling off

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist
Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
(2) Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: no crosswalks, no signs, curbcuts; no walkway to soccer. inside of park accessible, but not from outside

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: no ADA bleachers/benches, or tables; rust, chipped coating

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: not accessible, older equip.

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
(2) Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters
Comments: rust on posts + beams

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
(2) Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
__ No playing fields
Comments: stickers, ant-hills on fields

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: more signs needed, entry sign needs repair/landscaping

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
(1) Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
__ No fencing
Comments:

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
(3) Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
__ No lighting exists
Comments: field lighting good, parking lot lighting is bad, none along trail

ULMER PARK

*fields locked, went back ✓

Park Condition Assessment

Park: Ulmer Park **Date:** 11/12/19, 11/14/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
(2) Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments: stickers

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments:

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments: Tree drip rings disconnected but left on tree; dead tree to be removed

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
(3) Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
__ No off-street parking available
Comments: Parallel handicap spots near older pavillion are not marked well; potholes, faded striping

1

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
(1) Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments:

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
__ ✓ No nets/playing surfaces exist
Comments: Volleyball

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
(1) Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
__ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
(2) Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: Curb cuts, no signs/stripes; Southside playground is accessible -no surface, other one is not. different parts of park are disconnected

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments:

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: newer playground on south side, older one in moderate shape; rubber mulch, but unfenced

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
(2) Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters
Comments: newer shade structures on south side, some have holes/tears

2

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
(1) Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
__ No playing fields
Comments: dugouts/benches are older/rusty, storekeeper tables old, rusty

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: sign behind landscape bed @ south side, entry signs okay but no landscape

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
(1) Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
__ No fencing
Comments: some rust

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
(2) Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
__ No lighting exists
Comments: inadequate parking lighting, field lighting good, more path lighting needed

PACKET 15.784 July 14, 2020

Park Condition Assessment

Park: Booker T. Washington **Date:** 11/13/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
(2) Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments: Stickers, tire marks from people driving in grass

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments:

Irrigation
0 Great coverage with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
(1) Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
__ No off-street parking available
Comments: faded striping, tire marks

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
(1) Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments:

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
(1) Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
__ No nets/playing surfaces exist
Comments: faded striping, surface needs repair, graffiti on grounds

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
(1) Good accessibility, an acceptable walking surface exists and street crossing signs exist
2 Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: no curbcuts; tables with no path to get there, site disconnected

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: older tables need repair or to be removed; new ones under pavillion

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: older swingset has metal revealed on swings → dangerous! new swingset has cracks on seats

Buildings, Shelters, Pavilions
(0) Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters
Comments: new pavillions

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
(1) Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
__ No playing fields
Comments: rust on posts, dugout benches rusty

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: no landscaping at entry sign, more signs are needed because park is spaced out

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
✓ No fencing
Comments:

Lighting
(0) Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
__ No lighting exists
Comments: new lights ~~are~~ adequate coverage

WINDLANDS PARK

Park Condition Assessment

Park: Windlands **Date:** 11/11/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
(2) Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments:

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments: limited plantings

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments: drip lines laying everywhere w/no plantings

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
(2) Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
__ No off-street parking available
Comments:

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
1 Good condition, surface beginning to crack and heave with minor repairs needed
(2) Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments: cracking where control joints should be, stains on concrete,

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist
Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
(2) Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: Some fields not accessible, no crosswalks

1

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
(3) Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: rotting, exposed metal, chipped paint

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
(4) Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: not accessible, graffiti, rusted/exposed chains, open ends, uneven fall surface

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
(2) Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters
Comments: Buildings in better condition than pavilions

2

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
(2) Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
__ No playing fields
Comments: ~~drainage~~ grading issues @ soccer field

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: entry sign has exposed rebar, bare landscape

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
(1) Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
__ No fencing
Comments: some replacement needed @ soccer fields

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
(2) Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
__ No lighting exists
Comments: older fixtures, needs more lighting, no lights for soccer field

DOUG RUSSELL POOL

Park Condition Assessment

Park: Doug Russell Park **Date:** 11/12/19

Turf

0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
(2) Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement

Comments: stickers, some bare spots

Plantings and Trees

0 Great condition, good coverage and healthy with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists

Comments: some heavily dead trees, a few need pruning,

Irrigation

0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist

Comments:

Parking

0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
(2) Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
__ No off-street parking available

Comments: some potholes, needs resurfacing/restriping

Park Sidewalks and Trails

0 Great condition, surface is in good condition and is ADA accessible
(1) Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist

Comments: sidewalks only @ building entrance, everything else behind fence

Basketball Nets and Playing Surfaces

0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist

Comments:

Tennis Courts, Fencing and Nets

0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist

Comments:

Park Accessibility

0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
(2) Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons

Comments: no curbcuts, no perimeter sidewalk; has signs/crosswalk striping

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)

0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement

Comments: bike rack in bad location w/ chipped paint; everything else behind fence looks good

Play Equipment

0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement

Comments: can only see through pool fence

Buildings, Shelters, Pavilions

0 Great condition, structures are attractive, well-maintained and structurally sound
(1) Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters

Comments: evaluated from outside

Playing Fields and Equipment

0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
✓ No playing fields

Comments:

Signage (On-Site Regulatory, Wayfinding)

0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage

Comments: entry sign, needs more landscaping; entry sign location difficult to see

Fencing

(0) Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
__ No fencing

Comments:

Lighting

0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
(2) Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
__ No lighting exists

Comments: One pole light in each Parking area, needs more

SCHARBAUER SPORTS COMPLEX

Park Condition Assessment

Park: Scharbauer Sports Complex **Date:** 11/15/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
2 Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement

Comments: erosion, barespots, drainage issues, standing water; bad in Swallow area

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists

Comments: good trees; exposed guy stakes

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist

Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
__ No off-street parking available

Comments: faded striping, no crosswalks/signs from parking lot

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
1 Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist

Comments: brick walkways uneven, drainage issue, cracks/stains in conc.

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist

Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist

Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
2 Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons

Comments: handicap ramps in inconvenient places, people will go into road instead; no crosswalks/signs inside accessibility is good

1

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement

Comments:

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement

Comments: faded, scratched

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters

Comments: paint chips/bird droppings on awnings

2

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
__ No playing fields

Comments:

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, ~~landscaping is generally healthy~~ no landscape
2 Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage

Comments: locator signs in parking lots are good; no wayfinding on walking paths; signs need landscaping

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
__ No fencing

Comments: chipped stair railing; outside fencing has dirt, rust, dents; fencing in fields is good and missing caps

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
__ No lighting exists

Comments: damaged/missing fixtures, yellowed covers

PACKET 15.788 July 14, 2020

BRADFORD PARK

Park Condition Assessment

Park: Bradford Park **Date:** 11/13/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
(2) Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments: stickers

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments: no shrubs, no landscape around swing

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
✓ No off-street parking available
Comments:

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
1 Good condition, surface beginning to crack and heave with minor repairs needed
(2) Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments:

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
(1) Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
__ No nets/playing surfaces exist
Comments: volleyball cracks, faded striping

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
(2) Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
__ No courts, fencing and nets exist
Comments: sand has gone over concrete edge into grass, weeds

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
(1) Good accessibility, an acceptable walking surface exists and street crossing signs exist
2 Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: no striping/signs, 2 curb cuts

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: benches facing park along road, may be unsafe; some graffiti

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: mulch level too low for ADA, fabric showing, rusted swing chains, missing pieces, rope was frayed w/ metal showing

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
(1) Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters
Comments: Scratches/graffiti on posts, dirt on shade

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
✓ No playing fields
Comments:

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: no landscape at signage

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
✓ No fencing
Comments:

Lighting
0 Great condition, structurally sound, good coverage and in good repair
(1) Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
__ No lighting exists
Comments: needs more coverage in some areas, has newer fixtures

COWDEN PARK

Park Condition Assessment

Park: Cowden **Date:** 11/12/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
(2) Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments:

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments:

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
(2) Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
8 No off-street parking available
Comments:
2 handicap spots only w/ signs + striping

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
(1) Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments: might be too steep between handicap parking + playground

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist
Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
(1) Good accessibility, an acceptable walking surface exists and street crossing signs exist
2 Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments:

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: no ADA benches, 2 ADA tables

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: missing piece, play surface repair

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
✓ No buildings or shelters
Comments:

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
(1) Good condition, turf is in acceptable condition with some minor grading required soccer field
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
__ No playing fields
Comments: backstop fence in poor condition + frisbee golf

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments:

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
✓ No fencing
Comments:

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
(3) Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
__ No lighting exists
Comments:

DUNAGAN PARK

Park Condition Assessment

Park: Clinton Dunagan Park **Date:** 11/13/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
2 Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
(3) Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments: stickers, bare spots

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
(3) Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments: small young trees, several dead

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
✓ No off-street parking available
Comments:

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
(1) Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments: cracks

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist
Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
(1) Good accessibility, an acceptable walking surface exists and ~~street crossing signs exist~~
2 Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: no striping/signs, 2 curb cuts

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: bent/rusted table, older benches/trashcans

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: graffiti, play surface gap @ seam, swing missing, swings not accessible

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
(2) Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters
Comments:

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
(1) Good condition, turf is in acceptable condition with some minor grading required
2 ~~Moderate condition, moderate maintenance is needed to~~ re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
__ No playing fields
Comments:

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: no landscape at entry sign

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
✓ No fencing
Comments:

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
(4) Very poor condition, complete replacement needed
__ No lighting exists
Comments:

ELKIN PARK

Park Condition Assessment

Park: E.F. Elkin Park **Date:** 11/14/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
(2) Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments: bare spots

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments: 1 dead tree, need more landscape @ entry sign, bent pole

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
✓ No off-street parking available
Comments:

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
(1) Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments:

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist
Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
(2) Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: no stripes/signage, 1 curb cut to nowhere, ~~[illegible]~~, no connection to perimeter sidewalk, gravel

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: rusty trash cans, no accessible tables, new tables

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
(3) Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: play surface accessible, missing panel; graffiti, faded, rust, old equip. damaged

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
✓ No buildings or shelters
Comments:

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
✓ No playing fields
Comments: old horseshoe area

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: landscaping needs to be replaced

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
(2) Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
__ No fencing
Comments: cracked/broken posts

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
(4) Very poor condition, complete replacement needed
__ No lighting exists
Comments: One light at transformer

ESSEX PARK

Park Condition Assessment

Park: Essex Park **Date:** 11/11/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
(2) Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments:

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments: trees only; shrubs in plaza; more trees needed

Irrigation
0 Great coverage with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments: only in plaza area

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
✓ No off-street parking available
Comments:

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
(1) Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments:

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
(2) Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
__ No nets/playing surfaces exist
Comments: good, nets, chain, no striping

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
(2) Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments:

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: not all accessible

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: not accessible

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
✓ No buildings or shelters
Comments:

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
(1) Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
__ No playing fields
Comments:

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: entry sign, trail sign

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
✓ No fencing
Comments:

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
(3) Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
__ No lighting exists
Comments:

FASKEN PARK

Park Condition Assessment

Park: Andy Fasken Park **Date:** 11/13/19

Turf
0 Great condition, no problem areas or need for significant maintenance
(1) Good condition, few problem areas
2 Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments:

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments: no vegetation around entry sign

Irrigation
0 Great coverage with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
✓ No off-street parking available
Comments:

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
(1) Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments: has fitness equip along walk

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
(1) Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
__ No nets/playing surfaces exist
Comments: stains, some repair needed on court, no striping

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
(2) Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: no stripes/signage for crosswalks, sidewalk from playground to road; curbcuts not @ intersection, & 1 ramp too steep

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: has ADA table, no ADA bench spot; trash cans have rust, chipped paint

Play Equipment
(0) Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: equipment in great condition; no separation from road/ youngest set closest to road

Buildings, Shelters, Pavilions
(0) Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters
Comments:

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
(1) Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
__ No playing fields
Comments: bare spots in turf, rust on soccer goals

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments:

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
✓ No fencing
Comments:

Lighting
(0) Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
__ No lighting exists
Comments:

GARRETT BROWN PARK

Park Condition Assessment

Park: Garrett Brown Park **Date:** 11/12/19

Turf
0 Great condition, no problem areas or need for significant maintenance
(1) Good condition, few problem areas
2 Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments:

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments: need more plantings + trees

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
✓ No off-street parking available
Comments:

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
(1) Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments:

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
(2) Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
__ No nets/playing surfaces exist
Comments: Most nets broken, spray paint, no striping, surface needs repair

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
(2) Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: curb-cuts not in intersections, along block. no crosswalk striping (stop sign)

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: rust, paint chipping

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: paint/graffiti on equip

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
(2) Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters
Comments:

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
(1) Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
__ No playing fields
Comments:

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
(1) Good condition, sign facing is weathered, landscaping is generally healthy
2 Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: needs landscaping at entry

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
(3) Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
__ No fencing
Comments: around basketball ~~tennis~~ courts, baseball fence could be completely replaced

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
✓ No lighting exists
Comments:

GRAFA PARK

Park Condition Assessment

Park: Grafa Park **Date:** 11/13/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
(2) Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments: stickers, bare areas

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments: needs more trees, pruning

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
✓ No off-street parking available
Comments:

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
1 Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
(3) Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments: areas ~~need~~ near drainage channels need complete replacement

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist
Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
(2) Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: no perimeter walk, curb cuts within block, no sign/stripe

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: rust, chipped off coating w/ exposed metal; no ADA bench

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: Swings not accessible, spray-paint on play surface; fabric undermulch shaving, graffiti on equip.

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
✓ No buildings or shelters
Comments:

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
✓ No playing fields
Comments:

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: entry sign landscape (needs more)

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
(2) Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
__ No fencing
Comments: rust, dirty

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
(4) Very poor condition, complete replacement needed
__ No lighting exists
Comments: one light fixture in playground w/ exposed bulb

GRASSLANDS PARK

Park Condition Assessment

Park: Grasslands Park **Date:** 11/11/19

Turf

0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
(2) Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement

Comments:

Plantings and Trees

0 Great condition, good coverage and healthy with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists

Comments: trees only; could use more trees

Irrigation

0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist

Comments: exposed pvc piping on berms

Parking

0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
✓ No off-street parking available

Comments:

Park Sidewalks and Trails

0 Great condition, surface is in good condition and is ADA accessible
1 Good condition, surface beginning to crack and heave with minor repairs needed
(2) Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist

Comments: erosion on edges, fall hazard

Basketball Nets and Playing Surfaces

0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist

Comments:

Tennis Courts, Fencing and Nets

0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist

Comments:

Park Accessibility

0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
(2) Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons

Comments: no crosswalk, striping; has curb-cut

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)

0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement

Comments: no accessible space next to bench, no ADA tables

Play Equipment

0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement

Comments: none

Buildings, Shelters, Pavilions

0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
(2) Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters

Comments:

erosion on edges → exposed concrete (especially on backside)

Playing Fields and Equipment

0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
✓ No playing fields

Comments:

Signage (On-Site Regulatory, Wayfinding)

0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage

Comments:

Fencing

0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
✓ No fencing

Comments:

Lighting

0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
__ No lighting exists

Comments:

GREATHOUSE PARK

Park Condition Assessment

Park: Greathouse Park **Date:** 11/11/19

Turf

0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
(2) Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement

Comments: stickers

Plantings and Trees

0 Great condition, good coverage and healthy with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists

Comments: needs more trees

Irrigation

0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist

Comments:

Parking

0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
✓ No off-street parking available

Comments:

Park Sidewalks and Trails

0 Great condition, surface is in good condition and is ADA accessible
(1) Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist

Comments: not accessible from street; cracking where control joint needs to be

Basketball Nets and Playing Surfaces

0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist

Comments:

Tennis Courts, Fencing and Nets

0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist

Comments:

Park Accessibility

0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
(2) Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons

Comments: no crosswalks/signage or curb cuts; dumpster in sidewalk, sidewalk along road ends

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)

(0) Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement

Comments:

Play Equipment

(0) Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement

Comments:

Buildings, Shelters, Pavilions

(0) Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters

Comments:

Playing Fields and Equipment

0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
✓ No playing fields

Comments:

Signage (On-Site Regulatory, Wayfinding)

0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
2 Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
✓ No signage

Comments:

Fencing

0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
✓ No fencing

Comments:

Lighting

0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
✓ No lighting exists

Comments:

HALEY PARK

Park Condition Assessment

Park: J.A. Haley Park **Date:** 11/14/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
(2) Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments: stickers, bare spots

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments: good trees & too close to power lines, a few trees in poor condition

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
✓ No off-street parking available
Comments:

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
1 Good condition, surface beginning to crack and heave with minor repairs needed
(2) Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments: only 1 sidewalk @ planetarium

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist
Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
2 Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
(4) Very poor condition, unsafe conditions for children or disabled persons
Comments: no curbcuts, only walk by planetarium, and does not connect to park

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: rust, coating peeling off, chipped paint, not accessible

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments:

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters
Comments:

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
✓ No playing fields
Comments:

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: no landscape at entry sign, cracked on back side

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
✓ No fencing
Comments:

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
(4) Very poor condition, complete replacement needed
__ No lighting exists
Comments: one light

HALFF PARK

Park Condition Assessment

Park: Halff **Date:** 11/13/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
2 Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
(3) Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments:

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments: young trees dead, mature trees good

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
✓ No off-street parking available
Comments:

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
1 Good condition, surface beginning to crack and heave with minor repairs needed
(2) Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments: repairs needed, eging

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
(1) Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
__ No nets/playing surfaces exist
Comments: faded striping

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
(2) Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: 1 curb cut, no cross walks/signs

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: paint chips, rust,

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: vandalism, paint chips, rust, Equip not accessible due to mulch level (2 ramp)

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
✓ No buildings or shelters
Comments:

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
(3) Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
__ No playing fields
Comments:

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: no landscape at entry

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
✓ No fencing
Comments:

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
✓ No lighting exists
Comments:

HENDERSON PARK

Park Condition Assessment

Park: Henderson Park **Date:** 11/12/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
(2) Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments:

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
(3) Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments: dead trees, missing w/ guy wires + stakes still in ground

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
✓ No off-street parking available
Comments:

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
1 Good condition, surface beginning to crack and heave with minor repairs needed
(2) Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments: Dg needs repair / edging

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist
Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
2 Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
(3) Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: curb cut + crosswalk / signage leading to nothing.

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
~~2~~ Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: rust, sharp edges

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
(3) Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: missing pieces, fading, rusting, graffiti

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters
Comments:

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
✓ No playing fields
Comments:

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
2 Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
(3) Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: broken sign, no landscape

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
✓ No fencing
Comments:

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
✓ No lighting exists
Comments:

HIDALGO PARK

Park Condition Assessment

Park: Hidalgo Park **Date:** 11/14/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
(2) Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments: stickers

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments: no landscape at entry sign

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments: currently under construction

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
✓ No off-street parking available
Comments:
old handicap parallel sign along road, poorly marked

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
(1) Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments: cracks, surface repairs needed

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist
Comments:
Volleyball
~~Tennis~~ Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
(2) Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
__ No courts, fencing and nets exist
Comments: surface need repair, fence in bad condition (rust), light missing bulb

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
(2) Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments:
swings, playground net
~~access~~ accessible, no path to fields/courts, no stripes / signs, has curbcuts

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: silver tables, have dents, covered in bird feces,

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: graffiti, scratches

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
(2) Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters
Comments: rust

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
(2) Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
__ No playing fields
Comments: stickers, barespots, holes, fencing very rusty, needs repair

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: no landscape @ entry sign

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
✓ No fencing
Comments:

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
(2) Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
__ No lighting exists
Comments:
only at fields / courts, needs lighting along path.

PACKET 15.802 July 14, 2020

Park Condition Assessment

Park: J. E. Bob Hill Park **Date:** 11/14/19

Turf
0 Great condition, no problem areas or need for significant maintenance
(1) Good condition, few problem areas
2 Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments:

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments:

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
✓ No off-street parking available
Comments:

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
(1) Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments: weird condition where drainage channels meet sidewalk

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist
Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
(2) Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: no stripes / crosswalk signage, curb cuts + park signs, curb cuts not in ideal spots, no perimeter sidewalk

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: ADA tables not all accessible, rusty trashcans

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: not accessible, mulch surface needs maintenance, crack in slide on pole

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
✓ No buildings or shelters
Comments:

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
✓ No playing fields
Comments:

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments:

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
✓ No fencing
Comments:

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
✓ No lighting exists
Comments:

Park Condition Assessment

Park: John House Park **Date:** 11/12/19

Turf
0 Great condition, no problem areas or need for significant maintenance
(1) Good condition, few problem areas
2 Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments:

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments: needs more trees, along fitness loop would be nice, few dead trees

Irrigation
0 Great coverage with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments: irrigation valve box lose left open for repair?

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
✓ No off-street parking available
Comments:

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
(1) Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments:

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist
Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
(2) Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: no perimeter sidewalk, curb cuts (not at intersections) with no striping/signs

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: table in bad location, not accessible. 1 ADA table is accessible

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: graffiti, nice equipment but needs maint.

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
✓ No buildings or shelters
Comments:

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
(1) Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
__ No playing fields
Comments: single soccer goal in open field

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: entry sign needs repair/replace, trailhead signs/fitness signs are good

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
✓ No fencing
Comments: fencing along shared prop. line, not along road or in park

Lighting
(0) Great condition, structurally sound, good coverage and in good repair
(1) Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
__ No lighting exists
Comments: no lighting in playground

IDA JO MOORE PARK

Park Condition Assessment

Park: IDA JO MOORE PARK **Date:** 11/13/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
(2) Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments:

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
(3) Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments:

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
(4) Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
X No off-street parking available
Comments:

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
1 Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
(4) Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments: EDGING NEEDED.

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
X No nets/playing surfaces exist
Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
X No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
(2) Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments:

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments:

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments:

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
X No buildings or shelters
Comments:

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
X No playing fields
Comments:

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
2 Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
(4) Very poor condition, new signage is required
__ No signage
Comments: SIGN HEADS TO BE REPLACED.

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
(3) Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
__ No fencing
Comments: BRICK COLUMNS & FOUNDATIONS SHOULD BE REPAIRED

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
(4) Very poor condition, complete replacement needed
__ No lighting exists
Comments:

KIWANIS PARK

Park Condition Assessment

Park: Kiwanis

Date: 11/11/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
(2) Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement

Comments: stickers

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists

Comments: no plantings, only trees. needs more trees (shade) some are dying

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist

Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
✓ No off-street parking available

Comments:

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
(1) Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist

Comments:

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist

Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist

Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
(2) Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons

Comments: accessibility on corners, not in mid-block. no crosswalks/signage

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement

Comments:

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement

Comments:

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Great condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
(3) Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters

Comments: rotting

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
(3) Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
✓ No playing fields

Comments: one soccer goal, informal field

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
(1) Good condition, sign facing is weathered, landscaping is generally healthy
2 Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage

Comments: one entry sign & one wayfinding sign (in bad location)

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
✓ No fencing

Comments:

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
(2) Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
__ No lighting exists

Comments: missing fixture covers, needs more lighting

Park Condition Assessment

Park: Lancaster Park **Date:** 11/12/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
(2) Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments: stickers

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments: more trees needed by playground

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
✓ No off-street parking available
Comments:

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
1 Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
✓ No sidewalks/trails/paths exist
Comments: only sidewalk that exists is a short one for trail connection to intersection

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist
Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
2 Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
(3) Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: Is there ~~one~~ faded crosswalk w/sign (no curbcut) and curb cuts at intersection w/no sidewalk connection

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: bench at playground in poor condition, table/trash cans mod.

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
(3) Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: missing panels, sunken, bolts sticking out

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
✓ No buildings or shelters
Comments:

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
(2) Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
__ No playing fields
Comments: soccer fields are good, baseball fields are poor & neglected outfield w/fence is mod.

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: better landscaping behind entry sign than other parks

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
(1) Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
__ No fencing
Comments: fencing along 1 road

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
✓ No lighting exists
Comments:

MLK, JR. CENTER AND PARK

Park Condition Assessment

Park: Martin Luther King

Date:

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
2 Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
(3) Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments:

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments: needs more trees/plantings

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
(3) Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
(3) Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
__ No off-street parking available
Comments: no striping, curb stops broken w/ exposed rebar

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
1 Good condition, surface beginning to crack and heave with minor repairs needed
(2) Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments: steep slopes, cracked on edges near drainage channel

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
(1) Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
__ No nets/playing surfaces exist
Comments: no striping, cracked surface

(Volleyball)

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
(2) Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
__ No courts, fencing and nets exist
Comments: Sand/grass edge blending, broken net

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
(2) Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: Curb cuts, no signs/stripes, Some areas with slopes that are too steep

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: rust, chipped coating w/ exposed metal, chipped paint

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: graffiti, access ramp blocked by mulch

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
(1) Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters
Comments: rust

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
✓ No playing fields
Comments:

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: no landscape @ sign, cracked sign

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
(1) Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
__ No fencing
Comments: rust, cracked column

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
(3) Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
__ No lighting exists
Comments: Inadequate coverage, 2 in 1 parking lot w/ fixtures that should be replaced + 1 at volleyball court

PIONEER PARK

Park Condition Assessment

Park: Pioneer Park **Date:** 11/11/19

Turf
0 Great condition, no problem areas or need for significant maintenance
(1) Good condition, few problem areas
2 Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments:

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments: trees only; some trees have been cut down or died; needs more coverage

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
✓ No off-street parking available
Comments:

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
1 Good condition, surface beginning to crack and heave with minor repairs needed
(2) Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments: cracks in plaza areas

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist
Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
(2) Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: curb cut, no striping/signs; sidewalk not along road

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments:

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: accessible

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
✓ No buildings or shelters
Comments:

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
(1) Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
__ No playing fields
Comments: single soccer goal

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: entry sign

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
✓ No fencing
Comments:

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
✓ No lighting exists
Comments:

RATLIFF PARK

Park Condition Assessment

Park: George Ratliff Park **Date:** 11/13/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
(2) Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments: bare spots

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments: no landscape at entry sign, trees in great shape, needs additional trees on path

Irrigation
0 Great coverage with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
✓ No off-street parking available
Comments:

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
(1) Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments:

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist
Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
(2) Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: no curbcuts at intersection, no perimeter sidewalk; no stripes / signs; 1 curb ramp is steep

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: graffiti, paint, some rust

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: rust, no ADA access to swings

Buildings, Shelters, Pavilions
(0) Great condition, structures are attractive, well-maintained and structurally sound
(1) Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters
Comments: new

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
(1) Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
__ No playing fields
Comments:

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: no landscape at entry sign, wayfinding sign is good

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
✓ No fencing
Comments:

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
(2) Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
__ No lighting exists
Comments: no lighting near playground; fixtures in great new condition

SANTA RITA PARK

Park Condition Assessment

Park: Santa Rita **Date:** 11/11/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
(2) Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments:

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments: more coverage, small; no plantings except trees

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
✓ No off-street parking available
Comments:

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
1 Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
✓ No sidewalks/trails/paths exist
Comments:

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist
Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
2 Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
(3) Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: sidewalk along road, no crosswalk/ signage or ramp

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments:

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: rust / sharp edges on stairs

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
✓ No buildings or shelters
Comments:

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
✓ No playing fields
Comments: open field

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: entry sign - blocked by fence, needs repair

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
(1) Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
__ No fencing
Comments:

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
✓ No lighting exists
Comments:

SIDWELL PARK

Park Condition Assessment

Park: Sidwell Park

Date: 11/13/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
(2) Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments:

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
(3) Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments: needs landscape at sign, maintenance, more coverage

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
✓ No off-street parking available
Comments:

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
1 Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments: DG path is very poor, needs complete reconstruction

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist
Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
2 Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
(3) Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: one curb cut w/ no sign/stripe, park not accessible

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: no access to ADA table; rust on trashcan

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
(3) Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: graffiti, missing pieces, play surface needs repair

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
✓ No buildings or shelters
Comments:

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
(1) Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
__ No playing fields
Comments: bare spots

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: entry sign needs landscaping, wayfinding sign not legible

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
✓ No fencing
Comments:

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
✓ No lighting exists
Comments:

SPARKS PARK

Park Condition Assessment

Park: Billy Sparks Park **Date:** 11-13-19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
(2) Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments: Dark spots

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments: no landscape @ entry sign

Irrigation
0 Great coverage with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
✓ No off-street parking available
Comments:

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
(1) Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments:

Basketball Nets and Playing Surfaces
(0) Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
__ No nets/playing surfaces exist
Comments: no striping, erosion @ edges

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
(2) Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: no curb cuts, perimeter sidewalks; stripes, or signage; within park is good

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: ADA tables not accessible, rust/scratches, stains on bbq, tables, trash, no ADA bench

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: fabric undermulch showing mulch level low/dug out; holes in play surface; missing caps on top of jacks poles

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
(1) Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters
Comments: Scratches/stains on concrete on posts

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
(1) Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
__ No playing fields
Comments: 2nd soccer goal laying on ground

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
(3) Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: entry sign has no landscape, missing wayfinding sign

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
✓ No fencing
Comments:

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
(2) Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
(4) No lighting exists
Comments: lighting only along trail

TAYLOR PARK

Park Condition Assessment

Park: Taylor **Date:** 11/13/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
(2) Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments: stickers, bare spots

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments:

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
(2) Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
__ No off-street parking available
Comments: potholes, light striping (faded)

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
(1) Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments:

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
(2) Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
__ No nets/playing surfaces exist
Comments: Cracks eg across court, needs repair, no striping, broken chain

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
(1) Good accessibility, an acceptable walking surface exists and street crossing signs exist
2 Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: no signs/striping, 2 curb cuts

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments:

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: rust, coating chipped

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
✓ No buildings or shelters
Comments:

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
(1) Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
__ No playing fields
Comments: 1 soccer field in bad condition

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: no landscaped entry sign

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
(3) Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
__ No fencing
Comments: along road

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
(2) Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
__ No lighting exists
Comments: 2 light fixture missing bulbs + cover; additional lighting needed at Park

TRINITY PARK

Park Condition Assessment

Park: Trinity Park **Date:** 11/11/19

Turf
0 Great condition, no problem areas or need for significant maintenance
(1) Good condition, few problem areas
2 Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments:

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
(3) Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments: trees need guy-wire removed or repaired; trees very small; a few large

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
✓ No off-street parking available
Comments:

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
(1) Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments:

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist
Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
(2) Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: few curb cuts, no crosswalks/signage

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: picnic table has graffiti, no ADA seating

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: not accessible; graffiti, rubber coating chipped, rust

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
✓ No buildings or shelters
Comments:

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
(1) Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
__ No playing fields
Comments: soccer field in good condition, batting cage moderate

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: entry, 1 trail sign

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
✓ No fencing
Comments:

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
✓ No lighting exists
Comments:

TUMBLEWEED PARK

Park Condition Assessment

Park: Tumbleweed **Date:** 11/11/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
(2) Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments:

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments: needs more vegetation/tree coverage

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
(2) Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
✓ No off-street parking available
Comments:

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
(1) Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments: cracks in concrete

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist
Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
2 Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
(3) Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: needs crosswalks/signs; only 1 ADA ramp

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: no access to some tables, some picnic tables in poor condition, benches/grills are away

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: not accessible; 6" drop off

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
(2) Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters
Comments:

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-dralned
1 Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition. moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
✓ No playing fields
Comments:

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: none blocked @ entry sign, no wayfinding

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
(1) Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
__ No fencing
Comments:

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
✓ No lighting exists
Comments:

WADLEY BARRON PARK

Park Condition Assessment

Park: Wadley Barron Park **Date:** 11/14/19

Turf
0 Great condition, no problem areas or need for significant maintenance
(1) Good condition, few problem areas
2 Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments: ton of erosion around lake + edge of walls

Plantings and Trees
(0) Great condition, good coverage and healthy with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments:

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
✓ No off-street parking available
Comments:

Park Sidewalks and Trails
(0) Great condition, surface is in good condition and is ADA accessible
1 Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments:

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist
Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
(1) Good accessibility, an acceptable walking surface exists ~~and street crossing signs exist~~
2 Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: no signs/stripes, within park is good

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: rust on trashcans, erosion @ base on every bench / rust on benches

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments:

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
(2) Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters
Comments: Paint chips, stains, lighting

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
✓ No playing fields
Comments:

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: entry sign, info sign

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
(1) Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
__ No fencing
Comments: facing on pickets

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
(2) Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
__ No lighting exists
Comments: needs more coverage

COLLEGE AVENUE TRIANGLE

Park Condition Assessment

Park: College Ave. Triangle **Date:** 11/13/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
(2) Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments:

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
✓ Limited or no vegetation exists
Comments:

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
✓ No off-street parking available
Comments:

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
1 Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
✓ No sidewalks/trails/paths exist
Comments:

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist
Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
2 Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
(4) Very poor condition, unsafe conditions for children or disabled persons
Comments:

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments:

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments:

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters
Comments:

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
__ No playing fields
Comments:

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
2 Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments:

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
__ No fencing
Comments:

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
__ No lighting exists
Comments:

CRIER PARK

Park Condition Assessment

Park: Crier **Date:** 11/14/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
(2) Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments: bare areas

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments: vegetation needs to be filled in, no vines on pavillion structure

Irrigation
0 Great coverage with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
✓ No off-street parking available
Comments:

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
(1) Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments: dirt eroded down from bank

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist
Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
(1) Good accessibility, an acceptable walking surface exists and street crossing signs exist
2 Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: no signs/stripes; good curb cuts

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
(2) Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: older wooden benches, need maintenance, trashy cans good

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments:

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
(2) Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters
Comments: rusty, no vines

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
✓ No playing fields
Comments:

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
(2) Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: no landscape at sign

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
✓ No fencing
Comments:

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
(2) Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
__ No lighting exists
Comments: older fixtures, needs more coverage

INDIANA AVENUE TRIANGLE

Park Condition Assessment

Park: Indiana Ave Triangle

Date: 11/14/19

Turf

0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
(2) Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement

Comments: bare spots, stickers, holes

Plantings and Trees

0 Great condition, good coverage and healthy with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 ✓ Very poor condition, dangerous conditions exist
___ Limited or no vegetation exists

Comments:

Irrigation

0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist

Comments:

Parking

0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
___ ✓ No off-street parking available

Comments:

Park Sidewalks and Trails

0 Great condition, surface is in good condition and is ADA accessible
1 Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
___ ✓ No sidewalks/trails/paths exist

Comments:

Basketball Nets and Playing Surfaces

0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist

Comments:

Tennis Courts, Fencing and Nets

0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist

Comments:

Park Accessibility

0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
2 Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons

Comments:

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)

0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement

Comments:

Play Equipment

0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement

Comments:

Buildings, Shelters, Pavilions

0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
___ ✓ No buildings or shelters

Comments:

Playing Fields and Equipment

0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
___ ✓ No playing fields

Comments:

Signage (On-Site Regulatory, Wayfinding)

0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
2 Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 ✓ Very poor condition, new signage is required
___ ✓ No signage

Comments:

Fencing

0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 ✓ Very poor condition, complete replacement needed
___ ✓ No fencing

Comments:

Lighting

0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 ✓ Very poor condition, complete replacement needed
___ ✓ No lighting exists

Comments:

JACOTTE PARK

Park Condition Assessment

Park: Jacotte Park **Date:** 11-13-19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
2 Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement

Comments: bare spots

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists

Comments:

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist

Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
__ No off-street parking available

Comments:

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
1 Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist

Comments:

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
__ No nets/playing surfaces exist

Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
__ No courts, fencing and nets exist

Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
2 Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons

Comments:

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement

Comments:

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement

Comments:

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters

Comments:

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
__ No playing fields

Comments:

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
2 Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage

Comments:

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
__ No fencing

Comments:

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
__ No lighting exists

Comments:

LLOYD PARK

Park Condition Assessment

Park: LLOYD PARK **Date:** 11/13/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
2 Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement

Comments: NO GRASS

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
(3) Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists

Comments: TREES NEED PRUNING & REPLACEMENT.

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
(4) Very poor condition, dangerous conditions exist

Comments: DRIP IRRIGATION NEEDS TO BE REPAIRED AND REPLACED.

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
X No off-street parking available

Comments:

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
1 Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
(3) Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist

Comments:

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
X No nets/playing surfaces exist

Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
X No courts, fencing and nets exist

Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
2 Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons

Comments: STRIPING FOR SAFE PEDESTRIAN ACCESS ACROSS STREETS

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement

Comments: NO AMENITIES

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement

Comments: NO PLAY EQUIPMENT

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
X No buildings or shelters

Comments:

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
X No playing fields

Comments:

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
2 Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
(4) Very poor condition, new signage is required
__ No signage

Comments:

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
X No fencing

Comments:

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
(4) Very poor condition, complete replacement needed
__ No lighting exists

Comments:

SCHARBAUER DRIVE TRIANGLE

Park Condition Assessment

Park: Scharbauer Triangle

Date: 11/13/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
2 Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement

Comments:

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists

Comments:

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist

Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
✓ No off-street parking available

Comments:

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
1 Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
✓ No sidewalks/trails/paths exist

Comments:

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist

Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist

Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
2 Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons

Comments:

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement

Comments:

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement

Comments:

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
✓ No buildings or shelters

Comments:

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
✓ No playing fields

Comments:

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
2 Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
✓ No signage

Comments:

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
✓ No fencing

Comments:

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
✓ No lighting exists

Comments:

UNITY PARK

Park Condition Assessment

Park: UNITY PARK **Date:** 11/13/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
2 Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments: IN AREAS W/ GRASS, TOP-DRESSING AND OVERSEEDING IS REQUIRED

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
(4) Very poor condition, ~~dangerous conditions exist~~
__ Limited or no vegetation exists
Comments: BRADFORD PEAR TREES SHOULD BE REPLACED. SEVERAL SHRUBS SHOULD BE REPLACED.

Irrigation
0 Great coverage with no significant maintenance needs
1 Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
(4) Very poor condition, dangerous conditions exist
Comments: REMOVE DRIP IRRIGATION AND REPLACE.

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
X No off-street parking available
Comments:

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
(1) Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments: STRIPING FOR CROSSWALK

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
X No nets/playing surfaces exist
Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
X No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
(2) Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
(3) Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments:

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: ~~NO BENCHES~~ BENCHES SHOULD BE REPLACED.

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
1 Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: NO PLAY EQUIPMENT

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
1 Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
X No buildings or shelters
Comments:

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
X No playing fields
Comments:

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
1 Good condition, sign facing is weathered, landscaping is generally healthy
2 Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
(3) Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments: SIGNAGE IS DAMAGED

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
X No fencing
Comments:

Lighting
0 Great condition, structurally sound, good coverage and in good repair
1 Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
(4) Very poor condition, complete replacement needed
__ No lighting exists
Comments:

VIETNAM VETERANS MEMORIAL

Park Condition Assessment

Park: Vietnam Veteran's Memorial **Date:** 11/12/19

Turf
0 Great condition, no problem areas or need for significant maintenance
1 Good condition, few problem areas
(2) Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
3 Poor condition, needs reconditioning
4 Very poor condition, requires re-seeding, re-grading and replacement
Comments:

Plantings and Trees
0 Great condition, good coverage and healthy with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
__ Limited or no vegetation exists
Comments: planting @ memorial need to be filled in, bare spots

Irrigation
0 Great coverage with no significant maintenance needs
(1) Good condition, additional coverage needed with minor maintenance required
2 Moderate condition, additional coverage and moderate maintenance needed
3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
4 Very poor condition, dangerous conditions exist
Comments:

Parking
0 Great condition, good ingress/egress, striped and surface in good condition
1 Good condition, faded striping and surface beginning to require routine maintenance
(2) Moderate condition, striping is faint and moderate surface maintenance is routinely needed
3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
4 Very poor condition, complete reconstruction needed
__ No off-street parking available
Comments: faded striping, needs resurfacing

Park Sidewalks and Trails
0 Great condition, surface is in good condition and is ADA accessible
(1) Good condition, surface beginning to crack and heave with minor repairs needed
2 Moderate condition, surface requires moderate maintenance with visible safety concerns
3 Poor condition, unsafe surface that requires replacement or reconstruction
4 Very poor condition, complete reconstruction needed
__ No sidewalks/trails/paths exist
Comments: some

Basketball Nets and Playing Surfaces
0 Great condition, surface is in good condition and nets are stable, level and in good repair
1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
2 Moderate condition, surface and nets require moderate maintenance or replacement
3 Poor condition, unsafe surface and nets that require replacement/resurfacing
4 Very poor condition, complete reconstruction needed
✓ No nets/playing surfaces exist
Comments:

Tennis Courts, Fencing and Nets
0 Great condition, surface is in good condition, fencing and nets are in good repair
1 Good condition, surface, fencing and nets beginning to require minor repairs
2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
4 Very poor condition, complete replacement needed
✓ No courts, fencing and nets exist
Comments:

Park Accessibility
0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
(1) Good accessibility, an acceptable walking surface exists and street crossing signs exist
2 Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
3 Poor condition, no walking surfaces, crosswalks or street crossing signs
4 Very poor condition, unsafe conditions for children or disabled persons
Comments: No signs / stripes

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: slight rust on pavilions, chipped paint

Play Equipment
0 Great condition, all equipment and amenities are new and well maintained
(1) Good condition, equipment is generally in good repair with some minor improvements needed
2 Moderate condition, equipment and amenities require routine maintenance or replacement
3 Poor condition, equipment and amenities require replacement
4 Very poor condition, equipment and amenities are unfit for use and require replacement
Comments: faded, play surface is gravel, not accessible

Buildings, Shelters, Pavilions
0 Great condition, structures are attractive, well-maintained and structurally sound
(1) Good condition, structures are generally in good repair with some minor improvements needed
2 Moderate condition, structures require routine repair with moderate maintenance required
3 Poor condition, structures are in disrepair and require significant improvements or replacement
4 Very poor condition, structures are unfit for use and require reconstruction or replacement
__ No buildings or shelters
Comments:

Playing Fields and Equipment
0 Great condition, turf is in great condition, fields are crowned and are well-drained
1 Good condition, turf is in acceptable condition with some minor grading required
2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
✓ No playing fields
Comments:

Signage (On-Site Regulatory, Wayfinding)
0 Great condition, adequate in number, appropriately placed and well landscaped
(1) Good condition, sign facing is weathered, landscaping is generally healthy
2 Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
4 Very poor condition, new signage is required
__ No signage
Comments:

Fencing
0 Great condition, structurally sound, no rusting and adequately meets its need
1 Good condition, starting to require minimal maintenance, repair or replacement
2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
3 Poor condition, unsound condition, undesirable appearance and requires replacement
4 Very poor condition, complete replacement needed
✓ No fencing
Comments:

Lighting
0 Great condition, structurally sound, good coverage and in good repair
(1) Good condition, adequate coverage, requires routine maintenance
2 Moderate condition, additional coverage is needed, requires repair or replacement
3 Poor condition, inadequate surface coverage, unsound condition and requires replacement
4 Very poor condition, complete replacement needed
__ No lighting exists
Comments:

VOLUNTEER PARK

Park Condition Assessment

Park: VOLUNTEER PARK

Date: 11/13/19

Turf
- Great condition, no problem areas or need for significant maintenance
- 1 Good condition, few problem areas
- 2 Moderate condition, maintenance needed, (aeration, over-seeding, re-establishment)
- 3 Poor condition, needs reconditioning
- 4 Very poor condition, requires re-seeding, re-grading and replacement

Comments: NO CONCERNS IN PARK

Plantings and Trees
- 0 Great condition, good coverage and healthy with no significant maintenance needs
- 1 Good condition, additional coverage needed with minor maintenance required
- 2 Moderate condition, additional coverage and moderate maintenance needed
- (3) Poor condition, additional coverage needed as well as replacement, pruning, etc.
- 4 Very poor condition, dangerous conditions exist
- __ Limited or no vegetation exists

Comments: TREES NEED SERIOUS PRUNING SEVERAL NEED REPLACING

Irrigation
- Great coverage with no significant maintenance needs
- 1 Good condition, additional coverage needed with minor maintenance required
- 2 Moderate condition, additional coverage and moderate maintenance needed
- 3 Poor condition, additional coverage needed as well as replacement, pruning, etc.
- (4) Very poor condition, dangerous conditions exist

Comments: DRIP IRRIGATION NEEDS TO BE REMOVED & REPLACED.

Parking
- 0 Great condition, good ingress/egress, striped and surface in good condition
- 1 Good condition, faded striping and surface beginning to require routine maintenance
- 2 Moderate condition, striping is faint and moderate surface maintenance is routinely needed
- 3 Poor condition, no striping, poor surface and needs reconstruction or an overlay
- 4 Very poor condition, complete reconstruction needed
- X No off-street parking available

Comments:

Park Sidewalks and Trails
- 0 Great condition, surface is in good condition and is ADA accessible
- 1 Good condition, surface beginning to crack and heave with minor repairs needed
- 2 Moderate condition, surface requires moderate maintenance with visible safety concerns
- (3) Poor condition, unsafe surface that requires replacement or reconstruction
- 4 Very poor condition, complete reconstruction needed
- __ No sidewalks/trails/paths exist

3.5

Comments: SIDEWALKS ARE CRACKED IN PLACES AND SHOULD BE REPLACED.

Basketball Nets and Playing Surfaces
- 0 Great condition, surface is in good condition and nets are stable, level and in good repair
- 1 Good condition, surface and nets beginning to require maintenance with minor repairs needed
- 2 Moderate condition, surface and nets require moderate maintenance or replacement
- 3 Poor condition, unsafe surface and nets that require replacement/resurfacing
- 4 Very poor condition, complete reconstruction needed
- X No nets/playing surfaces exist

Comments:

Tennis Courts, Fencing and Nets
- 0 Great condition, surface is in good condition, fencing and nets are in good repair
- 1 Good condition, surface, fencing and nets beginning to require minor repairs
- 2 Moderate condition, surface, fencing and nets require routine maintenance or replacement
- 3 Poor condition, unsafe surface, fencing and nets requires replacement/resurfacing
- 4 Very poor condition, complete replacement needed
- X No courts, fencing and nets exist

Comments:

Park Accessibility
- 0 Great accessibility, perimeter sidewalks are in place with striped and signed crosswalks
- 1 Good accessibility, an acceptable walking surface exists and street crossing signs exist
- 2 Moderate accessibility, improved walking surfaces are needed as are crosswalks and signs
- (3) Poor condition, no walking surfaces, crosswalks or street crossing signs
- 4 Very poor condition, unsafe conditions for children or disabled persons

Comments: H.C. RAMPS AND STRIPING REQUIRED FOR SAFE CROSSING OF STREETS

Park Amenities (Benches, Grills, Sheltered/Unsheltered Picnic Tables)
- 0 Great condition, all equipment and amenities are new and well maintained
- 1 Good condition, equipment is generally in good repair with some minor improvements needed
- 2 Moderate condition, equipment and amenities require routine maintenance or replacement
- (3) Poor condition, equipment and amenities require ~~replacement~~ REPAIR
- 4 Very poor condition, equipment and amenities are unfit for use and require replacement

Comments: NO SIGNIFICANT AMENITIES

Play Equipment
- 0 Great condition, all equipment and amenities are new and well maintained
- 1 Good condition, equipment is generally in good repair with some minor improvements needed
- 2 Moderate condition, equipment and amenities require routine maintenance or replacement
- 3 Poor condition, equipment and amenities require replacement
- 4 Very poor condition, equipment and amenities are unfit for use and require replacement

Comments: NO PLAY EQUIPMENT

Buildings, Shelters, Pavilions
- 0 Great condition, structures are attractive, well-maintained and structurally sound
- 1 Good condition, structures are generally in good repair with some minor improvements needed
- 2 Moderate condition, structures require routine repair with moderate maintenance required
- 3 Poor condition, structures are in disrepair and require significant improvements or replacement
- 4 Very poor condition, structures are unfit for use and require reconstruction or replacement
- X No buildings or shelters

Comments:

Playing Fields and Equipment
- 0 Great condition, turf is in great condition, fields are crowned and are well-drained
- 1 Good condition, turf is in acceptable condition with some minor grading required
- 2 Moderate condition, moderate maintenance is needed to re-establish turf and re-grade
- 3 Poor condition, poor turf, standing water and significant reconditioning/re-grading is required
- 4 Very poor condition, fields and areas require complete refurbishment of the turf and grade
- X No playing fields

Comments:

Signage (On-Site Regulatory, Wayfinding)
- 0 Great condition, adequate in number, appropriately placed and well landscaped
- 1 Good condition, sign facing is weathered, landscaping is generally healthy
- 2 Moderate condition, facing requires maintenance, landscaping needs replaced and more signs are needed
- 3 Poor condition, lettering is not legible, additional signs needed and landscaping in poor condition
- (4) Very poor condition, new signage is required
- __ No signage

Comments: SIGNAGE NEEDS TO BE REPLACED

Fencing
- 0 Great condition, structurally sound, no rusting and adequately meets its need
- (1) Good condition, starting to require minimal maintenance, repair or replacement
- 2 Moderate condition, rusting/rotting, requires repair or replacement and more needed
- 3 Poor condition, unsound condition, undesirable appearance and requires replacement
- 4 Very poor condition, complete replacement needed
- __ No fencing

Comments: SOUTHWEST FENCE IS IN GOOD CONDITION.

Lighting
- 0 Great condition, structurally sound, good coverage and in good repair
- 1 Good condition, adequate coverage, requires routine maintenance
- 2 Moderate condition, additional coverage is needed, requires repair or replacement
- (3) Poor condition, inadequate surface coverage, unsound condition and requires replacement
- 4 Very poor condition, complete replacement needed
- __ No lighting exists

3.5

Comments:

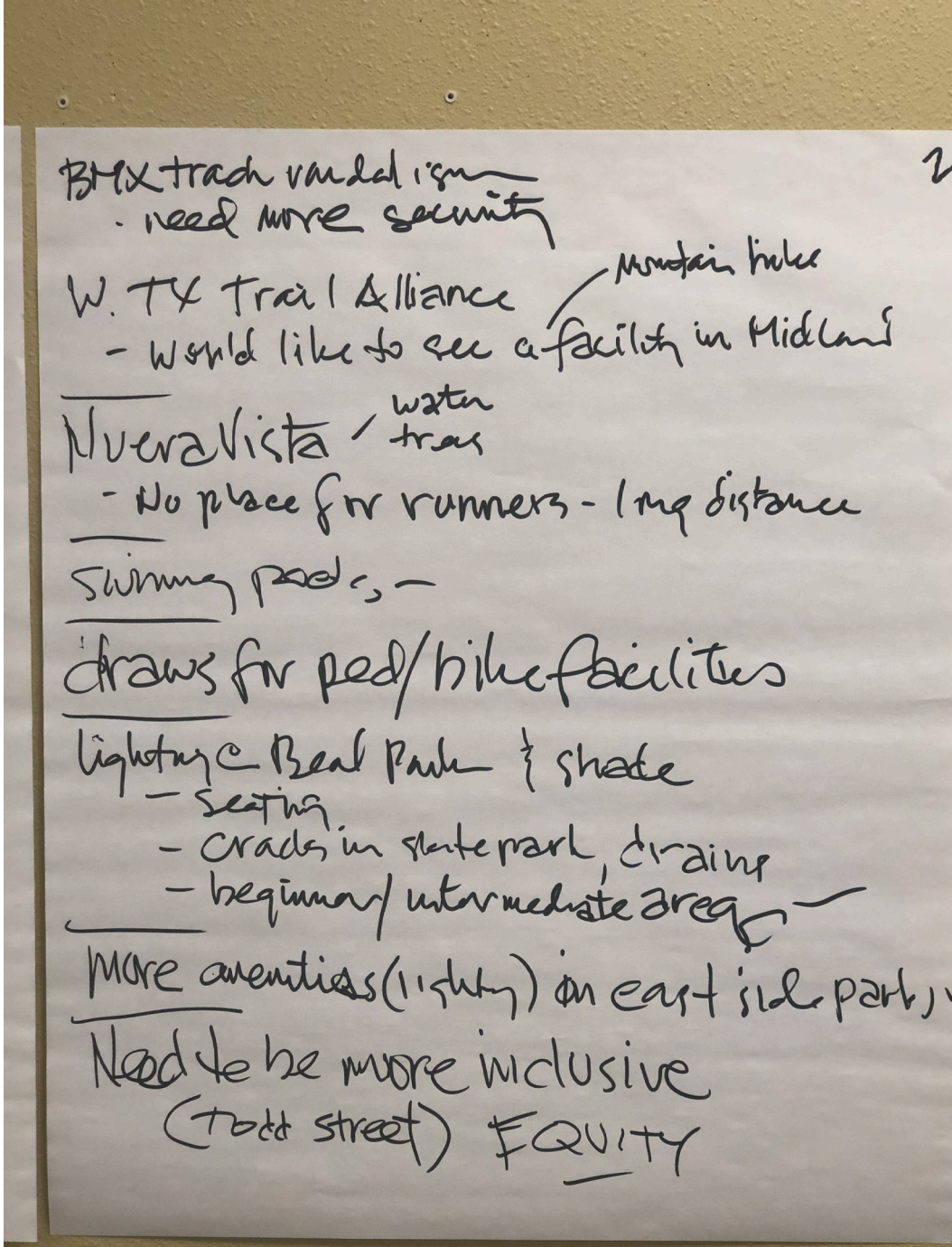
LIGHTING IS IN POOR CONDITION AND SHOULD BE REPLACED.



PUBLIC ENGAGEMENT

The following is a summary of public engagement activities through the course of developing the City of Midland's Parks and Recreation Master Plan:

— November 20, 2018: Kick-Off Meeting
— January 14, 2019: PARD Supervisors Meeting
— January 15, 2019: Midland Parks and Recreation Commission Meeting #1
— January 15, 2019: Keep Midland Beautiful Meeting
— January 15, 2019: Public Discussion Forum
— January 16, 2019: Sports Associations Meeting
— February 11, 2019: Priority Midland Meeting #1
— March 19, 2019: Midland Parks and Recreation Commission Meeting #2
— May 21, 2019: Midland Parks and Recreation Commission Meeting #3
— June 26, 2019: Priority Midland Meeting #2
— November 13, 2019: Midland Parks and Recreation Commission Meeting #4
— January 21, 2020: Midland Parks and Recreation Commission Meeting #5



Notes during the Public Discussion Forum

Source: Halff Associates

Name	Organization (if applicable)	Email Address	Notes
Kate Wythe	Halff Associates	kwythe@halff.com	
Dineka Davis	West Texas BMX	dinekardavis@gmail.com	track operator Don Davis texasadv@gmail.com
DUSTIN JOHNSON	SKATEPARK ASSOC.	midlandskateparkassn@gmail.com,	432-809-3855
GARY LAW	MDC	glaw@midland-txedc.com	
Keith Pellegrini	Priority Midland	keith.pellegrini@mccoystarfgroup.com	
Carrie Hooper		Chooper852@hotmail.com	
Lisa Vasquez		lisamariern13@gmail.com	
David Ham	Permian Basin Bikes	davidham4950@gmail	
Tiffany Pearson	West Texas Bmx	tiffanypearson18@yahoo	
Kristen Betton	120 Wildlife Preserve	kristen@120wp.org	
Israel Patino Jr.	nickname "Bo Patino"	Kakarrot712@hotmail.com	also bo@extsys.com
Natalie Pawlowski		mrsnatalie pawlowski@gmail.com	Adventure Playground
Kristin Ditto	Concho	Kditto@concho.com	
William Ditto	Concentric Oil		

Name	Organization (if applicable)	Email Address	Notes
Eric Rasmusson	Anadarko Oil	geocentriclife@gmail.com	
Randy Stewart			
Berry Simpson	PBBA, MDC	BERRY@STONEFOOT.ORG	
Jan Artley			
Roy Artley			
Chanda Reed	Tower Little League	tower@midlandjuniorbaseball.com	
Brandon Loyd	Tower Little League	"	"
Laurie Williams	City of Midland		
Lauren Ochs		laurenlochs@gmail.com	
Laura Smith		LAURANSMITH14@gmail.com	
Katrina Montoyc		~~Katr~~Katrinmontoyc@gmail.com	
Oscar Salazar	West Texas Trail Alc.	oscar@salazarservice.com	
Isaac Garrett			
Lonnie Luna	Realtor	luna9979@gmail.com	

HALFF MIDLAND PARKS, RECREATION, AND OPEN SPACE MASTER PLAN

Name	Organization (if applicable)	Email Address	Notes
Jarrod Stone	UNDER THE LIGHTS FIAG Football Sponsored by UA	Stone_ashley@live.com	
STEPHANIE MARTIN	VISIT MIDLAND	stephanie@visitmidland.com	
Ed. Mayberry	Visit Midland	Ed@visitmidland.com	
KYLE HUCKABA	Greater Midland Football Game	khuckaba@sagapetroleum.com	
Scott Stone	MUGS USA Softball	Scott@westtexasusasoftball.com	
Tommy Hawkins	MSA + USSSA Baseball	TommyaHawkins@WTUSSBA.com	
Maddie Meier	YMCA- Midland	mmeier@midlandymca.org	
Clint Brunson	Midland Soccer	Clint Brunson, Midland Soccer @ Gmail	
Eddie Vergant	Boys & Girls Club	vergant eddie@yahoo.com	
David Chancellor	B.G.Club	executive@basinkids.org	
Tiffany Pearson	West Texas BMX	tiffanypearson18@yahoo	
Dineka Davis	West Texas BMX	dinekardavis@gmail	

HALFF MIDLAND PARKS, RECREATION, AND OPEN SPACE MASTER PLAN

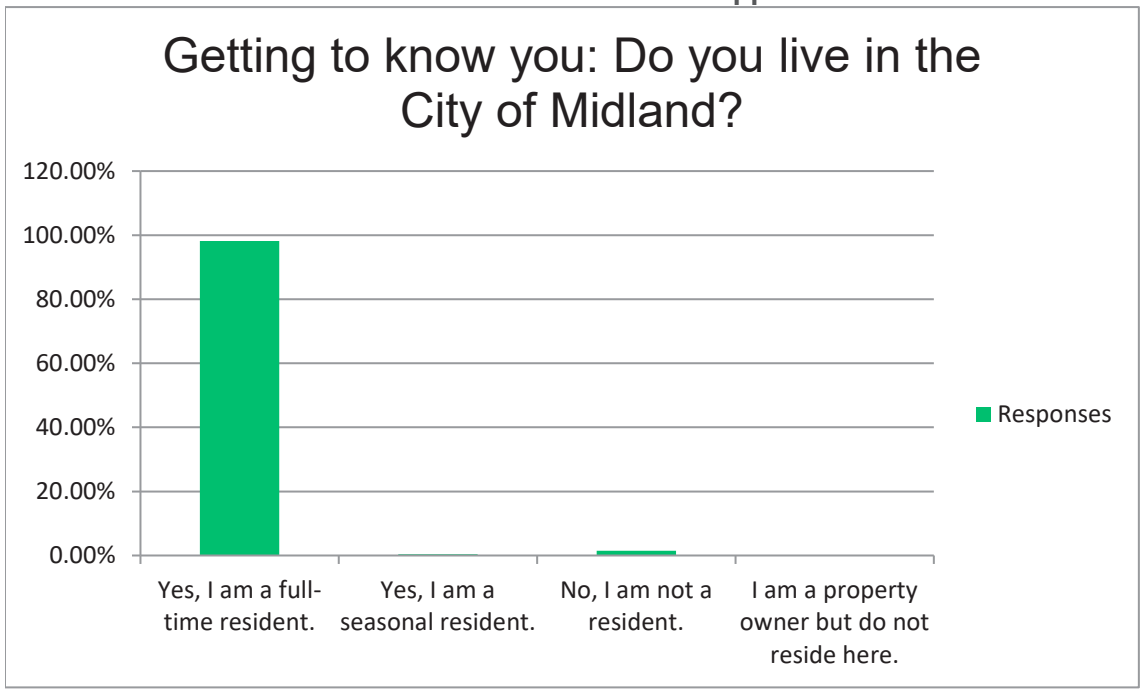


SURVEY RESULTS


MIDLAND
Parks & Recreation
YOUR PARKS.
YOUR OPINIONS MATTER.
Parks, Recreation, and Open Space Master Plan
All who Live, Work, or Play in Midland are invited to fill out the questionnaire to provide feedback on the parks in the City.
Visit ...
https://www.surveymonkey.com/r/R8WQG6L
... to take the online questionnaire

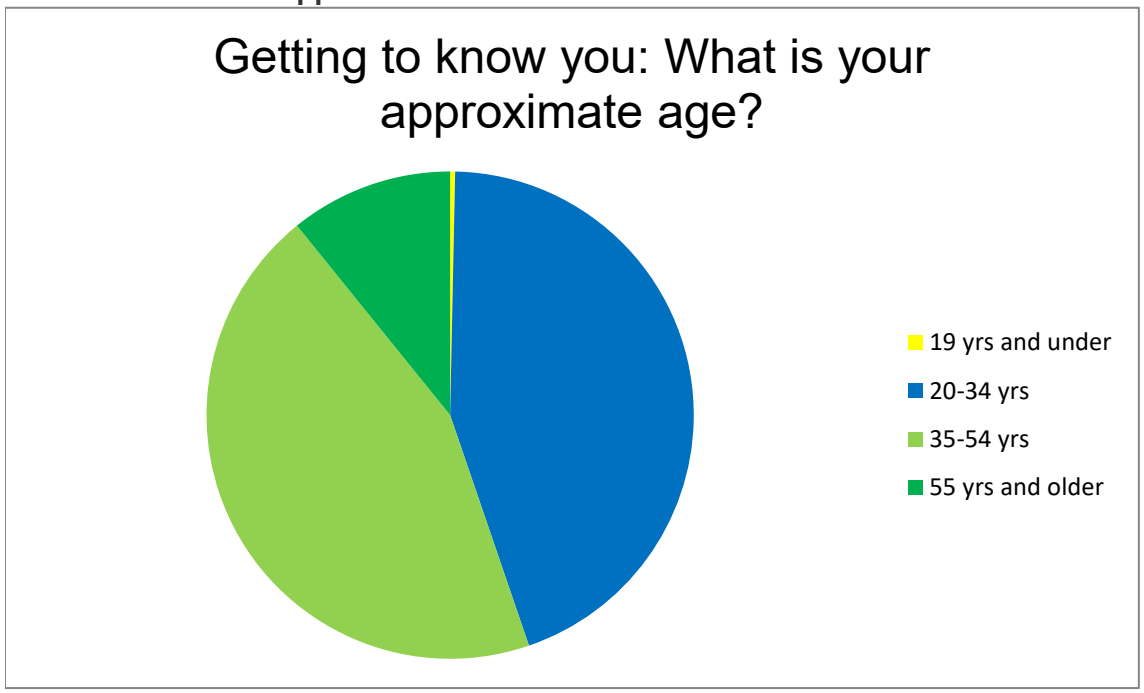
Getting to know you: Do you live in the City of Midland?

Answer Choices	Responses	
Yes, I am a full-time resident.	98.17%	590
Yes, I am a seasonal resident.	0.33%	2
No, I am not a resident.	1.50%	9
I am a property owner but do not reside here.	0.00%	0
	Answered	**601**
	Skipped	**1**



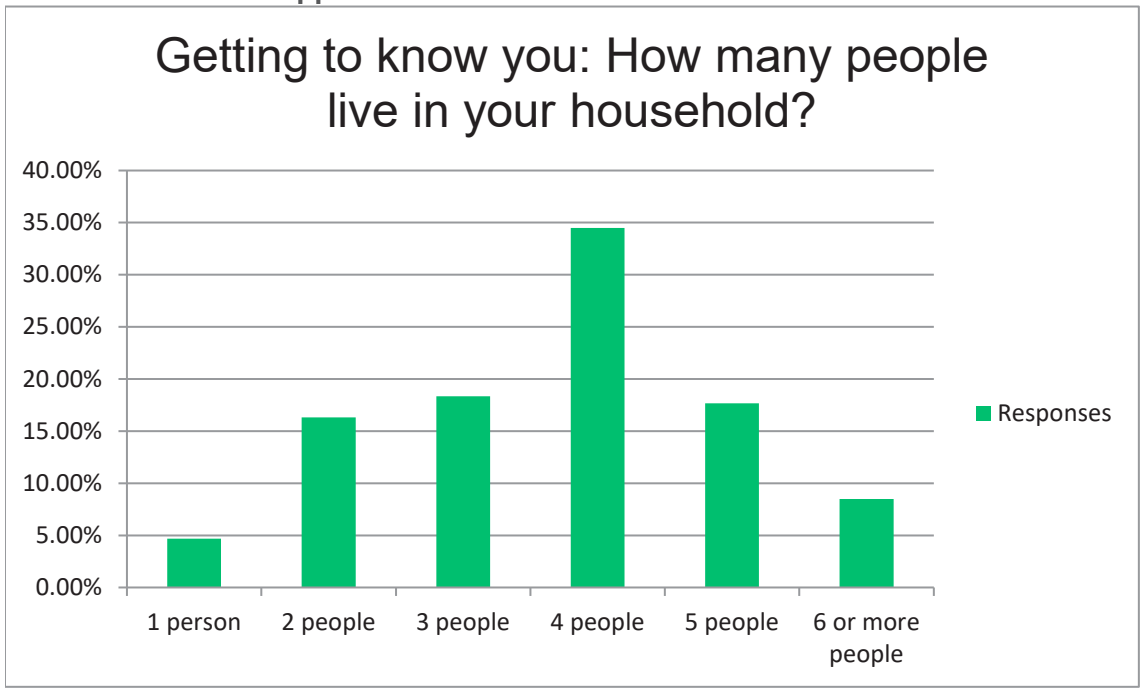
Getting to know you: What is your approximate age?

Answer Choices	Responses	
19 yrs and under	0.33%	2
20-34 yrs	44.43%	267
35-54 yrs	44.43%	267
55 yrs and older	10.82%	65
	Answered	**601**
	Skipped	**1**



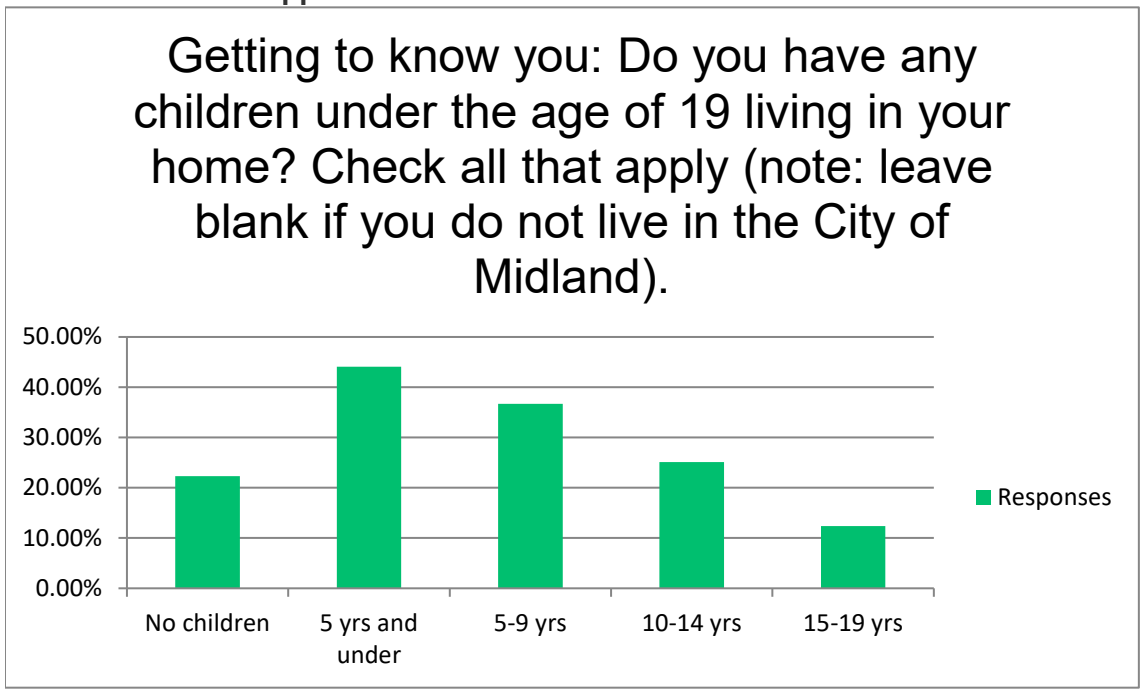
Getting to know you: How many people live in your household?

Answer Choices	Responses	
1 person	4.67%	28
2 people	16.33%	98
3 people	18.33%	110
4 people	34.50%	207
5 people	17.67%	106
6 or more people	8.50%	51
	Answered	**600**
	Skipped	**2**



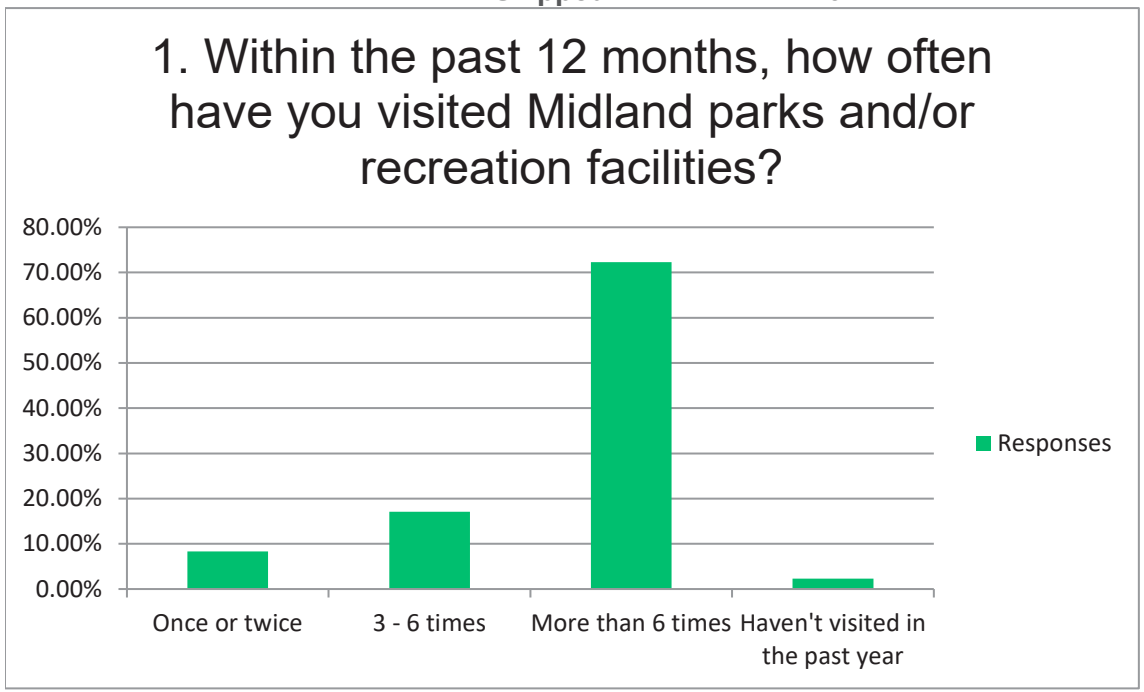
Getting to know you: Do you have any children under the age of 19 living in your home? Check all that apply (note: leave blank if you do not live in the City of Midland).

Answer Choices	Responses	
No children	22.28%	133
5 yrs and under	44.05%	263
5-9 yrs	36.68%	219
10-14 yrs	25.13%	150
15-19 yrs	12.40%	74
	Answered	**597**
	Skipped	**5**



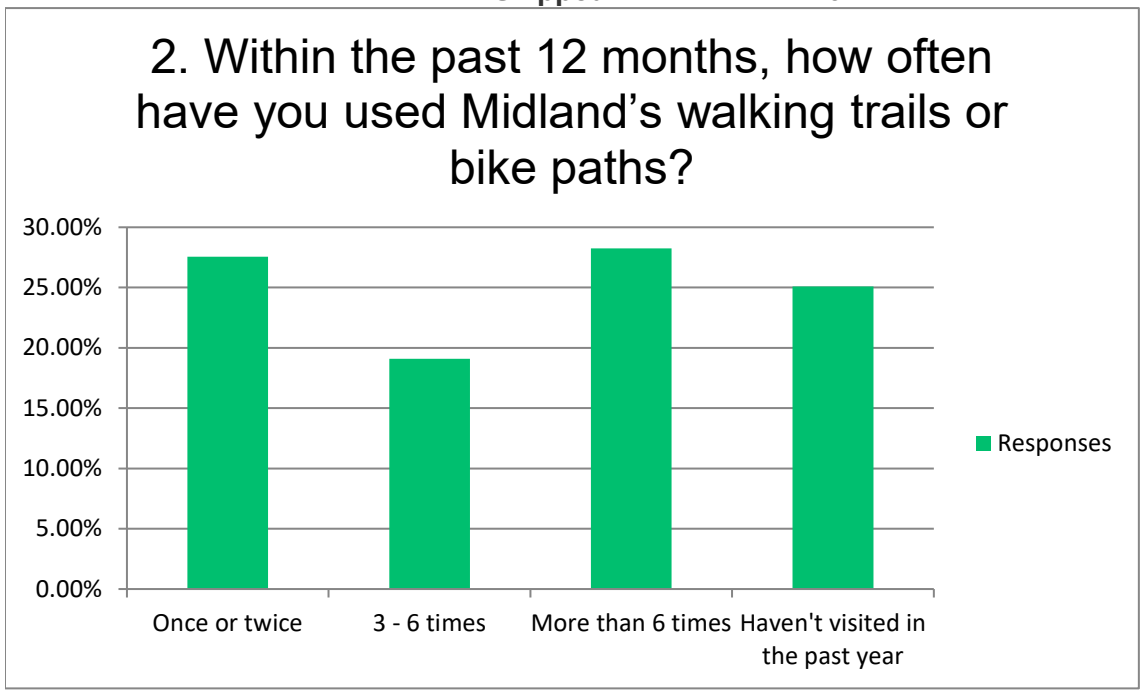
1. Within the past 12 months, how often have you visited Midland parks and/or recreation facilities?

Answer Choices	Responses	
Once or twice	8.31%	50
3 - 6 times	17.11%	103
More than 6 times	72.26%	435
Haven't visited in the past year	2.33%	14
	Answered	**602**
	Skipped	**0**



2. Within the past 12 months, how often have you used Midland's walking trails or bike paths?

Answer Choices	Responses	
Once or twice	27.57%	166
3 - 6 times	19.10%	115
More than 6 times	28.24%	170
Haven't visited in the past year	25.08%	151
	Answered	**602**
	Skipped	**0**



3. What is your favorite Midland Park(s)?

Answered	**576**
Skipped	**26**

Respondents	Response Date	Responses	Tags
1	Jul 15 2019 09:46 AM	All	
2	Jul 14 2019 10:37 PM	Windlands, Fasken, Hill, Cowden	
3	Jul 14 2019 09:46 AM	My son plays baseball, all of the baseball fields are used regularly.	
4	Jul 14 2019 08:54 AM	Hogan Park for tournament baseball	
5	Jul 14 2019 07:24 AM	We used the baseball fields Moreno than anything. I have 3 boys that play and we need better facilities	
6	Jul 14 2019 12:22 AM	Dennis the menace park	
7	Jul 14 2019 12:21 AM	I-20 Nature Preserve, Duck Pond, Grafa, park behind Lowes, Bike Trail near Mid Cities	
8	Jul 13 2019 11:57 PM	The park by Butler Fields	
9	Jul 13 2019 10:10 PM	Do not have one.	
10	Jul 13 2019 09:57 PM	Butler Park	
11	Jul 13 2019 03:42 PM	Pioneer and fasken	
12	Jul 13 2019 03:07 PM	Grafa	
13	Jul 13 2019 12:01 PM	Baseball complexes	
14	Jul 13 2019 11:26 AM	C.J. Kelly	
15	Jul 13 2019 10:26 AM	Windlands, Grafa, Butler	
16	Jul 13 2019 09:34 AM	Windlands Washington Pool and Doug Russell	
17	Jul 10 2019 09:41 AM	Hogan park	
18	Jul 08 2019 10:29 PM	Hogan and Dennis the Menace, because they have bathrooms	
19	Jul 08 2019 08:29 PM	Fasken Park or Cowden Park	
20	Jul 08 2019 08:08 PM	Cowden and Fasken	
21	Jul 08 2019 11:33 AM	CJ Kelly is the only one I've been to	
22	Jul 07 2019 10:35 PM	CJ Kelly	
23	Jul 07 2019 09:48 PM	The park near Greathouse	
24	Jul 07 2019 09:23 PM	Dennis the menaceFaskinHogan	
25	Jul 07 2019 08:00 PM	Grafa Park	
26	Jul 07 2019 06:58 PM	Fasken	

27	Jul 05 2019 09:26 PM	Cowden
28	Jul 04 2019 10:00 PM	Dennis the menace
29	Jul 03 2019 09:45 PM	Fasken Dennis the Menace
30	Jul 03 2019 09:07 PM	Can’t think of the name but it’s right off of holiday hill road. Near Stonegate Fellowship
31	Jul 03 2019 08:29 PM	Faskin
32	Jul 03 2019 07:18 PM	Cowden
33	Jul 03 2019 06:48 PM	Duck Pond. Hill.
34	Jul 03 2019 06:29 PM	Fasken, Pioneer, Great house/rocket ship park
35	Jul 03 2019 06:27 PM	TumbleweedEasken
36	Jul 03 2019 05:37 PM	Parks with a nice trail and a nice view while walking or running. Plus things for the teenagers to do.
37	Jul 03 2019 03:09 PM	Windmill or Tumbleweed, the one by COM.
38	Jul 03 2019 02:23 PM	Dennis the Menace park and Fasken Park
39	Jul 03 2019 09:11 AM	Tumbleweed Park
40	Jul 03 2019 04:57 AM	Hogan Park, Dennis the Menice
41	Jul 03 2019 12:00 AM	Fasken
42	Jul 02 2019 11:51 PM	Dennis the Menace Park
43	Jul 02 2019 10:40 PM	Trinity
44	Jul 02 2019 07:34 PM	Dennis the menace Easken park
45	Jul 02 2019 07:25 PM	Dennis the Menace
46	Jul 02 2019 07:22 PM	Hogan park, Beal park
47	Jul 02 2019 06:36 PM	Dennis the Menace Park and the A street walking trail around the pond!
48	Jul 01 2019 11:07 PM	Dennis the menace. Grafa. Fasken. Pioneer.
49	Jul 01 2019 10:34 PM	Faskin, Dennis the menace, tumbleweed
50	Jul 01 2019 08:12 PM	Undecided
51	Jun 30 2019 10:09 PM	Fasken
52	Jun 30 2019 07:46 PM	Hill Park Easten ParkHogan Park
53	Jun 30 2019 12:33 PM	Fasken
54	Jun 30 2019 08:53 AM	Faskin, grafa, one behind Lowe’s, on cuthbert, Denis the menace. I don’t think the nature preserve or Sibley center are city owned but those are great
55	Jun 29 2019 10:38 PM	Fasken Park and Hill Park
56	Jun 29 2019 07:23 PM	Fasken
57	Jun 29 2019 04:04 PM	The park by greathouse and faskin Park
58	Jun 29 2019 09:55 AM	Grafa
59	Jun 29 2019 08:29 AM	Fasken ParkDennis the Menace Park
60	Jun 28 2019 05:39 PM	Beal or Hogan

61	Jun 28 2019 09:09 AM	Denis the menis
62	Jun 28 2019 08:38 AM	Butler park, Fasken park, Dennis te mennace park
63	Jun 28 2019 06:59 AM	Windlands
64	Jun 28 2019 06:54 AM	Fasken, Cowden
65	Jun 28 2019 06:36 AM	Kelly
66	Jun 27 2019 11:57 PM	Denice the menace
67	Jun 27 2019 11:04 PM	Hogan for soccer Fasken Park
68	Jun 27 2019 11:04 PM	Fasken
69	Jun 27 2019 08:39 PM	Dennis the Menace
70	Jun 27 2019 06:07 PM	None are my favorite but I use winlands because it's close to my house
71	Jun 27 2019 05:44 PM	Fasken. Dennis the menace. Duck pond.
72	Jun 27 2019 04:45 PM	Fasken, Greathouse
73	Jun 27 2019 03:52 PM	Grafa Park
74	Jun 27 2019 02:52 PM	Hogan
75	Jun 27 2019 01:59 PM	Velarde
76	Jun 27 2019 01:58 PM	Lancaster Park
77	Jun 27 2019 10:43 AM	BMX park
78	Jun 27 2019 10:35 AM	Butler Park & Wadley Barron Park
79	Jun 27 2019 10:21 AM	Denis
80	Jun 27 2019 09:35 AM	Beal Park
81	Jun 27 2019 09:25 AM	House Park Dennis the Menace
82	Jun 27 2019 09:25 AM	Dennis the Mennace
83	Jun 27 2019 08:59 AM	Faskin, hill, grafa, the walking park off of Wadley
84	Jun 27 2019 08:57 AM	Wadley Barron Park (the duck pond)
85	Jun 27 2019 08:47 AM	(New) Dennis the Mennis Hogan CJ Kelly Henderson
86	Jun 27 2019 08:38 AM	Faskin Park
87	Jun 27 2019 08:23 AM	I-20 preserve
88	Jun 27 2019 08:23 AM	Griffan
89	Jun 27 2019 07:45 AM	Grafa park and Fasken Park
90	Jun 27 2019 06:57 AM	House park
91	Jun 27 2019 06:54 AM	Dennis the Menace, Bluebird by the soccer and baseball fields, and Fasken park
92	Jun 27 2019 05:58 AM	no favorites
93	Jun 27 2019 05:06 AM	Cowden, fasken, greathouse, bluebird
94	Jun 27 2019 01:04 AM	Greathouse, Fasken, Kelly
95	Jun 27 2019 12:42 AM	Hogan and the Dog Park

96	Jun 26 2019 11:44 PM	Dennis the Menace
97	Jun 26 2019 11:40 PM	FaskenHogan
98	Jun 26 2019 11:34 PM	I love Hogan Park. I love that it has so many options of things. I love that I can play sports, walk around, etc.
99	Jun 26 2019 11:19 PM	Hogan
100	Jun 26 2019 11:08 PM	Duck pound
101	Jun 26 2019 11:07 PM	Windlands
102	Jun 26 2019 10:51 PM	Graffa Park, Dennis the Menace
103	Jun 26 2019 10:51 PM	C.J. kelly
104	Jun 26 2019 10:49 PM	Tje new Dennis the Mennis Park
105	Jun 26 2019 10:46 PM	Graffa
106	Jun 26 2019 10:41 PM	Windlands dog park and workout/ jogging path
107	Jun 26 2019 10:37 PM	Graffa, Fasken, Butler (minus the wood chips), Hogan, Greathouse, and C.J. Kelly
108	Jun 26 2019 10:32 PM	Dennis the Menace
109	Jun 26 2019 10:32 PM	Butler
110	Jun 26 2019 10:20 PM	Hogan
111	Jun 26 2019 10:14 PM	Faskin, hill park, have only been to Dennis the menace once since it opened but our boys loved it!
112	Jun 26 2019 10:11 PM	None
113	Jun 26 2019 10:11 PM	Don’t know
114	Jun 26 2019 10:04 PM	Fasken Park
115	Jun 26 2019 10:02 PM	Skate park at Beal
116	Jun 26 2019 10:02 PM	Fasken Park
117	Jun 26 2019 09:46 PM	Grafa
118	Jun 26 2019 09:36 PM	Hogan Park
119	Jun 26 2019 09:33 PM	Faskin
120	Jun 26 2019 09:33 PM	Denis the menis
121	Jun 26 2019 09:29 PM	Hill Park, Grafa, Pioneer
122	Jun 26 2019 09:27 PM	Denis the menace
123	Jun 26 2019 09:23 PM	Duck pond
124	Jun 26 2019 09:20 PM	Cowden, greathouse, Dennis the menace
125	Jun 26 2019 09:03 PM	Fasken
126	Jun 26 2019 09:03 PM	Dennis the Menace; CJ Kelley
127	Jun 26 2019 09:00 PM	Graffa Park
128	Jun 26 2019 08:59 PM	Faskin
129	Jun 26 2019 08:59 PM	Don’t have a favorite

130	Jun 26 2019 08:57 PM	Wadley-Barron Park (the Duck Pond).
131	Jun 26 2019 08:53 PM	Trinity because it’s by our house
132	Jun 26 2019 08:37 PM	The one behind Lowe’s
133	Jun 26 2019 08:31 PM	MLK park
134	Jun 26 2019 08:31 PM	Doug Russell pool
135	Jun 26 2019 08:29 PM	Hogan Park, Dennis the menace, the park behind Lowe's
136	Jun 26 2019 08:26 PM	Dog parks but Beal needs major upgrades
137	Jun 26 2019 08:14 PM	The one behind Lowe’s with the pond.
138	Jun 26 2019 08:14 PM	Denise the Minnes
139	Jun 26 2019 08:11 PM	NA
140	Jun 26 2019 08:10 PM	Hogan , but I really think that we need a big water park here . If you want your kids to have fun we have to drive at least 5 hrs . We need to have more for our kids and grandkids , instead of going elsewhere ... Js
141	Jun 26 2019 08:10 PM	Greathouse Dennis the Menace
142	Jun 26 2019 08:00 PM	House
143	Jun 26 2019 07:51 PM	Dennis the Menace & elementary school playgrounds because they are usually cleaner and safer
144	Jun 26 2019 07:41 PM	Beal Park
145	Jun 26 2019 07:36 PM	Windlands
146	Jun 26 2019 07:33 PM	Co Kelly, butler, henderson, almost all as long as they have shade
147	Jun 26 2019 07:31 PM	CJ Kelly
148	Jun 26 2019 07:26 PM	Duck Pond Park
149	Jun 26 2019 07:18 PM	Fasken park
150	Jun 26 2019 07:15 PM	Grafa and Dennis the Menace
151	Jun 26 2019 07:04 PM	Hogan
152	Jun 26 2019 06:57 PM	Graffa or the duck pond on A Street
153	Jun 26 2019 06:51 PM	Fasken
154	Jun 26 2019 06:49 PM	Windlands Cowden
155	Jun 26 2019 06:47 PM	Clean ones
156	Jun 26 2019 06:33 PM	Tumbleweed Park!
157	Jun 26 2019 06:28 PM	Hogan Park
158	Jun 26 2019 06:28 PM	Dennis the menace
159	Jun 26 2019 06:27 PM	The new Dennis the Menace Park. Fasken Park The park by the duck pond/lowes
160	Jun 26 2019 06:19 PM	Grafa
161	Jun 26 2019 06:07 PM	Spaceship
162	Jun 26 2019 06:01 PM	C.J. kelly

163	Jun 26 2019 05:55 PM	Windlands
164	Jun 26 2019 05:54 PM	Fasken/cowden
165	Jun 26 2019 05:54 PM	Dennis the Menace is nicely redone but farther away and already crowded. I'm looking forward to the new Opportunity Park closer to my home. I usually take my daughter to the small neighborhood park in my parents neighborhood.
166	Jun 26 2019 05:52 PM	Windlands
167	Jun 26 2019 05:51 PM	Hogans run and beal park
168	Jun 26 2019 05:51 PM	Beal
169	Jun 26 2019 05:50 PM	Beal Park
170	Jun 26 2019 05:49 PM	Grasslands, Beal, windlands, Cj Kelly
171	Jun 26 2019 05:45 PM	None. Need better hike / bike trails.
172	Jun 26 2019 05:38 PM	Kiwanis
173	Jun 26 2019 05:34 PM	Graffa
174	Jun 26 2019 05:32 PM	Bluebird
175	Jun 26 2019 05:30 PM	The one behind Lowe's
176	Jun 26 2019 05:30 PM	Pioneer Park
177	Jun 26 2019 05:30 PM	Butler
178	Jun 26 2019 05:28 PM	MUGS
179	Jun 26 2019 05:28 PM	Dennis the Menace
180	Jun 26 2019 05:27 PM	C J Kelly
181	Jun 26 2019 05:23 PM	trails are so short that you cannot really have a good jog/bike ride. Or there are no trees at all and the "park" Ian literally just a playground. We need bike paths and jogging paths at least 10 miles one way.
182	Jun 26 2019 05:23 PM	Dennis the menace
183	Jun 26 2019 05:23 PM	Dennis the Menace
184	Jun 26 2019 05:16 PM	Hogan park because of the shade.
185	Jun 26 2019 05:15 PM	John p butler
186	Jun 26 2019 05:13 PM	Butler
187	Jun 26 2019 05:09 PM	Beal
188	Jun 26 2019 05:05 PM	don't have one
189	Jun 26 2019 05:05 PM	Dennis the Menace or Fasken
190	Jun 26 2019 05:05 PM	Cowden Park
191	Jun 26 2019 05:04 PM	Greathouse Park
192	Jun 26 2019 05:03 PM	Faskin Park, Dennis the Menace
193	Jun 26 2019 04:56 PM	Grafa Park

194	Jun 26 2019 04:56 PM	Denace menace
195	Jun 26 2019 04:55 PM	Hogan and or Essex
196	Jun 26 2019 04:55 PM	Dennis the Menace Park
197	Jun 26 2019 04:53 PM	Hogan
198	Jun 26 2019 04:52 PM	Marc Park, Dennis the Menice, or the Willow Tree Park (Grafa?)
199	Jun 26 2019 04:49 PM	duck pond, Wadley?
200	Jun 26 2019 04:48 PM	Grafa, Dennis the Menance
201	Jun 26 2019 04:46 PM	Great house Park
202	Jun 26 2019 04:46 PM	Fasken
203	Jun 23 2019 03:57 PM	Graffa
204	Jun 17 2019 11:25 AM	Dennis the Menace
205	Jun 13 2019 08:39 PM	Denise the menice, Doug russel/Washington, dog park, and a couple others that I'm not 100% sure on names
206	Jun 12 2019 01:55 PM	Dennis the Menace
207	Jun 10 2019 03:23 PM	I haven't been to one yet
208	Jun 09 2019 08:26 AM	Dennis the minisCowden
209	Jun 09 2019 07:46 AM	Fasken
210	Jun 08 2019 05:46 PM	Bealle
211	Jun 07 2019 07:42 PM	The skatepark! I love seeing the kids there enjoying the park and doing flips! #Cali
212	Jun 07 2019 04:35 PM	Skip
213	Jun 07 2019 03:59 PM	Fasken
214	Jun 07 2019 02:11 PM	I Easley Barron
215	Jun 07 2019 02:00 PM	Hogan dog park or the duck pond or I20 nature preserve.
216	Jun 07 2019 07:10 AM	Duck pond
217	Jun 06 2019 11:51 PM	Hogan
218	Jun 06 2019 10:35 PM	Duck pond on A st.
219	Jun 06 2019 07:26 PM	Beal Park
220	Jun 06 2019 05:44 PM	MARC
221	Jun 06 2019 05:33 PM	Fasken park, greathouse and grafa
222	Jun 06 2019 05:16 PM	Dennis the minis park but have not been since remodeling
223	Jun 06 2019 04:56 PM	Fasken Park
224	Jun 06 2019 04:32 PM	Beal skatepark
225	Jun 06 2019 04:21 PM	Beal and CJ Kelly
226	Jun 06 2019 04:01 PM	Fasken, greathouse, Dennis the menace, i20 nature preserve
227	Jun 06 2019 03:52 PM	Fasken

228	Jun 06 2019 03:15 PM	C.J. Kelly, Dennis the Menace
229	Jun 06 2019 02:53 PM	the population grows, the parks constant flow of people coming and going will also increase. As we host constant contest and events at beal, a whole new renovation from the park for the little kids to the skatepark for all walks of life to enjoy. Please understand how many people enjoy the luxury of
230	Jun 06 2019 02:48 PM	Bealle park
231	Jun 06 2019 02:46 PM	Beal park, it's the only one maintained semi- decently.
232	Jun 06 2019 02:38 PM	Doug russel
233	Jun 06 2019 02:20 PM	Beal Park Dennis the Mennace
234	Jun 06 2019 02:14 PM	Beal park (Skatepark)
235	Jun 06 2019 02:02 PM	Dennis the menace
236	Jun 06 2019 01:34 PM	Beal park/ Skatepark.
237	Jun 06 2019 01:28 PM	Denis Menace Park, the park behind Lowes
238	Jun 06 2019 01:07 PM	Fasken, cj Kelly or Dennis the mennace
239	Jun 06 2019 12:50 PM	Beal park Windland park Cowden park Dennice the menace
240	Jun 06 2019 12:47 PM	Skate park Known as Beal Park
241	Jun 06 2019 12:42 PM	Fasken Park
242	Jun 06 2019 12:24 PM	Beal Skatepark
243	Jun 06 2019 12:22 PM	Beal park the skatepark
244	Jun 06 2019 11:29 AM	Wadley Barron
245	Jun 06 2019 10:29 AM	Beal skatepark
246	Jun 06 2019 08:49 AM	Beal Park (Skatepark)
247	Jun 06 2019 06:55 AM	Fasken and now Denise the minice
248	Jun 06 2019 06:42 AM	Duck Pond, victory park
249	Jun 06 2019 06:18 AM	Pioneer park
250	Jun 06 2019 02:03 AM	Beal skate park
251	Jun 06 2019 12:47 AM	Odessa Mountain Bike Park
252	Jun 05 2019 11:52 PM	William and Sam memorial skatepark at beal park
253	Jun 05 2019 11:48 PM	Beal park
254	Jun 05 2019 11:30 PM	Hogan dog park!!
255	Jun 05 2019 10:59 PM	None
256	Jun 05 2019 10:49 PM	Rocket ship park in Greathouse area
257	Jun 05 2019 10:44 PM	Victory Park and Dennis the Menace Park
258	Jun 05 2019 10:43 PM	Dennis the Menace Greathouse Fasken
259	Jun 05 2019 10:43 PM	Bluebird park, one behind Lowe's, and one by Greathouse
260	Jun 05 2019 10:43 PM	Beal Park / Skate Park is used the most and could use a upgrade

261	Jun 05 2019 10:42 PM	Dennis Menece
262	Jun 05 2019 10:41 PM	C.J. Kelly, Duck Pond, Beal, Hogan
263	Jun 05 2019 10:30 PM	William Sam Sk8 park and the dog park.next to it.
264	Jun 05 2019 10:27 PM	Biel not sure of the spelling. Like to fish
265	Jun 05 2019 09:50 PM	Beal skatepark
266	Jun 05 2019 09:49 PM	William and Sam memorial skatepark
267	Jun 05 2019 09:19 PM	Hogan, fasken, Hill, cj kelly, Cowden, Butler, and Dennis the menace.
268	Jun 05 2019 09:05 PM	Lancaster
269	Jun 05 2019 08:57 PM	I ride bikes several times a week and travel to locations for mountain bike and road bike...favorite midland park is Hogan
270	Jun 05 2019 08:40 PM	Beal Park skatepark
271	Jun 05 2019 06:53 PM	Haley
272	Jun 05 2019 05:34 PM	The Duck Pond
273	Jun 05 2019 01:13 PM	Windlands
274	Jun 05 2019 11:38 AM	Dennis the Menace, Oppurtunity park, Beal Park, Grafa Park
275	Jun 05 2019 07:13 AM	Park by Lowes
276	Jun 05 2019 12:06 AM	Marc park
277	Jun 04 2019 10:28 PM	Pioneer, Greathouse, C. J. Kelley Park, Beal Park, Hogan Park, and Fasken Park
278	Jun 04 2019 10:21 PM	Hidalgo Park
279	Jun 04 2019 10:04 PM	Grafa or CJ Kelly
280	Jun 04 2019 08:43 PM	Windlands Cj Kelly
281	Jun 04 2019 08:14 PM	Dennis the menace The one behind lowes Hogan Cowden
282	Jun 04 2019 07:54 PM	Fasken Park
283	Jun 04 2019 07:24 PM	CJ kelly
284	Jun 04 2019 05:18 PM	Dennis the menace, faskin, greathouse, bluebird
285	Jun 04 2019 04:48 PM	C J Kelly; Beal
286	Jun 04 2019 04:15 PM	C.J. Kelly
287	Jun 04 2019 04:01 PM	Fasken, Greathouse, Cowden, Hogan, Dennis the Menace, Graffa
288	Jun 04 2019 03:01 PM	Windlands
289	Jun 04 2019 02:44 PM	fasken park
290	Jun 04 2019 02:17 PM	None most of the parks are in disrepair.
291	Jun 04 2019 01:09 PM	Cowden, Dennis the Menace
292	Jun 04 2019 01:00 PM	Trinity
293	Jun 04 2019 12:45 PM	The duck pond
294	Jun 04 2019 11:30 AM	Hill park

295	Jun 04 2019 11:06 AM	Grafa, Beal, windlands/tumbleweed
296	Jun 04 2019 10:41 AM	The dog park, Hogan park, Lancaster park
297	Jun 04 2019 09:54 AM	Cowden, C.J. kelly, grafa
298	Jun 04 2019 09:52 AM	I like the new equipment and the cleanliness of the parks.
299	Jun 04 2019 09:45 AM	Beal, House and Dennis the Menace
300	Jun 04 2019 09:34 AM	Na
301	Jun 04 2019 08:55 AM	Opportunity
302	Jun 04 2019 08:45 AM	Fasken
303	Jun 04 2019 08:41 AM	Duck pond
304	Jun 04 2019 07:55 AM	Duck Pond for walking or whichever one is hosting a bike race
305	Jun 04 2019 07:20 AM	Bike path
306	Jun 04 2019 07:19 AM	Duck pond
307	Jun 04 2019 06:15 AM	Beal
308	Jun 03 2019 11:42 PM	Woodland park, and the Park by the COM.
309	Jun 03 2019 11:26 PM	Fasken, Beal, Greathouse, House, Essex, Dennis the menace
310	Jun 03 2019 10:10 PM	Windlands
311	Jun 03 2019 09:21 PM	Dennis the menace
312	Jun 03 2019 08:20 PM	Woodlands
313	Jun 03 2019 08:01 PM	Fasken, Dennis the Menace, Windlands
314	Jun 03 2019 07:49 PM	Local duck pond
315	Jun 03 2019 07:31 PM	My 4 yr old grandson insists on Dennis the Menace lately
316	Jun 03 2019 07:25 PM	Grafa
317	Jun 03 2019 04:05 PM	The one behind Lowes
318	Jun 03 2019 03:54 PM	Greathouse
319	Jun 03 2019 03:46 PM	CJ Kelly, Grafa,
320	Jun 03 2019 03:02 PM	Dennis
321	Jun 03 2019 02:59 PM	Don’t have one!
322	Jun 03 2019 02:26 PM	Butler Park
323	Jun 03 2019 02:23 PM	Windlands
324	May 28 2019 12:42 PM	Grafa or Hill
325	May 25 2019 11:30 AM	Fasken Park
326	May 19 2019 06:39 PM	Greathouse
327	May 18 2019 09:48 PM	Cowden, Dennis the Menace, Faskin, Grafa
328	May 15 2019 12:53 AM	Hogan
329	May 14 2019 08:47 PM	cj kelly, Dennis the menace, Hogan park

330	May 14 2019 06:16 PM	I-20 Nature Preserve Essex Park Pioneer Park
331	May 14 2019 05:56 PM	Hogan park All baseball fields
332	May 14 2019 03:19 PM	Hogan
333	May 14 2019 02:34 PM	CJ Kelly
334	May 14 2019 01:28 PM	Butler because it is close to my house
335	May 14 2019 01:23 PM	Hogan
336	May 14 2019 09:16 AM	Hogan Park and Golf Course
337	May 12 2019 07:58 AM	Fasken
338	May 10 2019 10:06 PM	Fasten, Rocketship Park, Hogan
339	May 10 2019 09:18 PM	Butler and windlands
340	May 10 2019 10:33 AM	Victory
341	May 10 2019 10:06 AM	Fasken — Great play set for tiny toddlers, and low to the ground.
342	May 10 2019 08:31 AM	For playgrounds, is now Dennis the Menace. Soccer play is Bulter for rec games, Haley park for rec practice and sports complex for academy practice
343	May 10 2019 07:57 AM	CJ Kelley
344	May 10 2019 07:13 AM	Dennis the Menace, Butler, Grafa
345	May 10 2019 05:43 AM	Dennis the menace
346	May 10 2019 12:55 AM	Dennis the Menace Park, Fasken Park, Beal Park, CJ Kelly, Garret Brown
347	May 09 2019 11:09 PM	I20 wildlife preserve, C.J. Kelly Park, hogan park, hill park, grads park, butler park
348	May 09 2019 11:07 PM	Behind Lowe's, Dennis the Menace
349	May 09 2019 10:58 PM	Butler park but definitely need improvements on soccer fields
350	May 09 2019 10:44 PM	Fasken, C.J. Kelly
351	May 09 2019 10:34 PM	Fasken Park, Dennis the Menace and Hill Park
352	May 09 2019 10:31 PM	Ida Jo Moore
353	May 09 2019 10:00 PM	Faskin, Cowden, Dennis the Menace
354	May 09 2019 09:34 PM	Grafa, but just visited the new Dennis the Menis one and it is great.
355	May 09 2019 09:34 PM	Butler Park
356	May 09 2019 09:16 PM	Butler
357	May 09 2019 09:14 PM	Kiwanis
358	May 09 2019 09:11 PM	Faskin
359	May 09 2019 09:08 PM	Butler
360	May 09 2019 09:01 PM	Fasken, cowden, dennis the menace, butler park
361	May 09 2019 08:56 PM	N/A. They are all embarrassing
362	May 09 2019 08:55 PM	Fasken and Dennis the Mence
363	May 09 2019 08:52 PM	Grafa, Fasken, Dennis the Menace.

364	May 09 2019 08:50 PM	Don't have a favorite
365	May 09 2019 08:38 PM	Fasken
366	May 09 2019 08:32 PM	Duck pond
367	May 09 2019 08:32 PM	C.J. KellyDennis the menace Fasken John Butler Great house
368	May 09 2019 08:17 PM	C.J. kelly
369	May 09 2019 07:55 PM	Trinity Park; Dennis the Menace; Grafa Park; Hogan Park
370	May 09 2019 06:48 PM	The Breast Cancer Awareness Park on Midkiff.
371	May 09 2019 06:31 PM	Fasken
372	May 09 2019 06:29 PM	Fasken
373	May 09 2019 06:26 PM	Hill, Fasken, Greathouse, Cowden
374	May 09 2019 05:53 PM	Sibley, I-20 and Great House
375	May 09 2019 05:17 PM	Fasten
376	May 09 2019 05:17 PM	Butler Park
377	May 09 2019 05:09 PM	CJ Kelly
378	May 09 2019 05:08 PM	Fasken, Dennis the menace
379	May 09 2019 05:00 PM	Ulmer
380	May 09 2019 04:40 PM	Hogan
381	May 09 2019 04:37 PM	1) the trail the goes from loop 250 down to Godfrey st by Lancaster park. 2) C.J. Kelly 3) Lancaster park
382	May 09 2019 04:31 PM	Currently Dennis the Menace Park Amazing!
383	May 09 2019 04:18 PM	Fasken, greathouse, grafa, essex
384	May 09 2019 04:18 PM	Fasken
385	May 09 2019 04:15 PM	Waggin' Trail Beal Park and the Duck Pond
386	May 09 2019 04:11 PM	Trinity, it's close to the house.
387	May 09 2019 04:09 PM	Wadley
388	May 09 2019 04:08 PM	None
389	May 09 2019 03:39 PM	CJ KellyHogan Ulmer Beall
390	May 09 2019 03:38 PM	Trinity or Kiwanis, because they’re close to my house
391	May 09 2019 03:30 PM	Butler Park.
392	May 09 2019 03:26 PM	Hogan park is one of my families favorites. It is accessible for toddlers due to the ADA ramps.
393	May 09 2019 03:23 PM	Windlands
394	May 09 2019 03:20 PM	Fasken and Cowden
395	May 09 2019 03:07 PM	Dennis the menace, cj kelly,
396	May 09 2019 02:51 PM	Wind land/ Tumbleweed by COM, Beal, Hogan
397	May 09 2019 02:38 PM	Grafa, Fasken, Dennis the Menace, Hill, butler sports complex, Cowden, Pioneer

398	May 09 2019 02:15 PM	Gasket park
399	May 09 2019 02:15 PM	Any park that has a bathroom! Parks without restrooms are really hard to enjoy because someone always needs to use it.
400	May 09 2019 01:53 PM	Cowden and now Dennis the Menace
401	May 09 2019 01:48 PM	Fasken, Cowden, the new Dennis the Menace
402	May 09 2019 01:40 PM	Unity park off Ventura
403	May 09 2019 01:30 PM	Fasken & Dennis the Menace
404	May 09 2019 01:17 PM	None
405	May 09 2019 01:14 PM	Legends baseball complex (sidewalks). Vietnam veteran playground @ airport
406	May 09 2019 01:11 PM	CJ Kelly
407	May 09 2019 01:06 PM	Fasken Park
408	May 09 2019 12:52 PM	Hogan Park
409	May 09 2019 12:51 PM	Fasken, hill and Dennis the menace
410	May 09 2019 12:49 PM	Dennis The menace Fasken park
411	May 09 2019 12:41 PM	Faskin
412	May 09 2019 12:38 PM	Fasken Park
413	May 09 2019 12:34 PM	Midkiff Park
414	May 09 2019 12:27 PM	Hogan playground
415	May 09 2019 12:26 PM	Fasken
416	May 09 2019 12:21 PM	I-20 wildlife preserve, Beal, Faskin
417	May 09 2019 12:20 PM	Fasken Park
418	May 09 2019 12:19 PM	Fasken CJ Kelley Dennis the Menace
419	May 09 2019 12:17 PM	Fasken, Greathouse, New Dennis the menace
420	May 09 2019 12:16 PM	Na
421	May 09 2019 12:08 PM	Graff
422	May 09 2019 12:06 PM	Fasken and Dennis the Menace
423	May 09 2019 12:05 PM	Greathouse Park Hill Park Cowden Park New Dennis the Menace
424	May 09 2019 12:02 PM	MARC Opportunity Park Duck Pond
425	May 09 2019 11:59 AM	Fasken
426	May 09 2019 11:55 AM	Hill Park
427	May 09 2019 11:48 AM	New Dennis the Menace Park Greathouse Rocketship Park Fannin Park on Humble
428	May 09 2019 11:37 AM	C.J. kelly
429	May 09 2019 11:36 AM	C.J. Kelly, Greathouse
430	May 09 2019 11:35 AM	CJ Kelley
431	May 09 2019 11:26 AM	The Rocket Ship park by Greathouse Elementary

432	May 07 2019 11:33 PM	Cj Kelly, Beal
433	May 07 2019 08:48 AM	Hogan park baseball fields
434	May 06 2019 11:38 PM	Fasken, Hill & the space ship park by great house. We are excited about Dennis the menace
435	May 06 2019 10:06 PM	Windlands Taylor?... maybe. Probably should of provided a map for folks to more accurately answer this.
436	May 06 2019 05:35 PM	No particular one.
437	May 06 2019 02:44 PM	Fasken
438	May 06 2019 10:04 AM	Hogan and the one on Humble
439	May 06 2019 10:03 AM	Wadley Barron, Hogan
440	May 06 2019 09:12 AM	Hogan, eastern
441	May 06 2019 08:05 AM	Windlands
442	May 05 2019 10:54 PM	Hogan Park
443	May 05 2019 10:26 PM	None
444	May 05 2019 10:11 PM	Cowden
445	May 05 2019 08:51 PM	GrafaC.J. Kelly
446	May 05 2019 08:40 PM	Hogan park golf course
447	May 05 2019 05:57 PM	Cowden, Wadley Barron and the others that have shade!
448	May 05 2019 01:13 PM	Fasken, Dennis the menace,
449	May 05 2019 06:07 AM	Duck pond because of the water and animals. Fasken except would be significantly better if it was shaded. And the name is escaping me, but the park directly south of fasken with the wonderful shade and the large grass area.
450	May 04 2019 10:51 PM	Wind lands
451	May 04 2019 07:51 PM	Any with shade!
452	May 04 2019 07:20 PM	Wind lands/Tumbleweed
453	May 04 2019 06:18 PM	Hogan
454	May 04 2019 04:50 PM	Dennis The MenaceWadley-BarronTrinity
455	May 04 2019 04:00 PM	Butler, Kiwanis, Cowden, Hogan
456	May 04 2019 03:57 PM	Pioneer. It is close to our home
457	May 04 2019 03:15 PM	We usually go to house park, since it's right by our home, but it's definitely not my favorite! Fasken and Grafa are great, and the newly renovated Dennis the menace park is fantastic!
458	May 04 2019 02:59 PM	Dennis the Menace, Fasken, Grafa
459	May 04 2019 09:49 AM	Hogan Park
460	May 04 2019 09:49 AM	Fasken
461	May 04 2019 08:34 AM	As of this week definitely Dennis the Menace but Grafa holds a close second.
462	May 04 2019 08:11 AM	Faskin

463	May 04 2019 08:11 AM	Fasken and Sibley nature trail
464	May 04 2019 08:10 AM	Faskin
465	May 03 2019 10:14 PM	Fasken playground and C.J. Kelly (duck pond)
466	May 03 2019 10:05 PM	C.J. Kelly
467	May 03 2019 09:58 PM	Fasken
468	May 03 2019 09:51 PM	Cj Kelly
469	May 03 2019 09:48 PM	Cowden
470	May 03 2019 09:44 PM	Fasken Park
471	May 03 2019 09:37 PM	Dennis the Menace Park
472	May 03 2019 09:26 PM	Fasken
473	May 03 2019 09:12 PM	Fasken
474	May 03 2019 09:07 PM	Opportunity park, dennis the menace park and the duck pond
475	May 03 2019 08:53 PM	Hill Park Grafa Park Hogan Park
476	May 03 2019 08:31 PM	Dennis
477	May 03 2019 08:30 PM	Fasken, Butler
478	May 03 2019 08:22 PM	Dennis the menace park and hogan park
479	May 03 2019 07:44 PM	Butler
480	May 03 2019 07:29 PM	Fasken
481	May 03 2019 07:07 PM	Cowden
482	May 03 2019 07:03 PM	Wadley Barron
483	May 03 2019 07:00 PM	Cj Kelly, fasken, duck pond
484	May 03 2019 06:59 PM	Dennis the Menace
485	May 03 2019 06:58 PM	Sidwell
486	May 03 2019 06:51 PM	Faskin
487	May 03 2019 06:50 PM	Bill park
488	May 03 2019 06:45 PM	Windlands, Dennis the Menace
489	May 03 2019 06:45 PM	Bluebird park
490	May 03 2019 06:41 PM	Hogan park,love it for the open feeling it has as well as the dog park.
491	May 03 2019 06:39 PM	Fasken park and Greathouse Park
492	May 03 2019 06:38 PM	Not sure if it is owned by the city, but the preserve and Sibley. Also Windlands and Grafa and Fasken and Hill Park and the Duck pond
493	May 03 2019 06:17 PM	Fasken Park
494	May 03 2019 06:07 PM	Fasken, Essex, Trinity
495	May 03 2019 05:56 PM	Beal
496	May 03 2019 05:49 PM	C.J. Kelly Park

497	May 03 2019 05:44 PM	Fasken, Hill, Butler, Greathouse
498	May 03 2019 05:43 PM	Windlands, Hill, Wadley Barron
499	May 03 2019 05:36 PM	Grafa Park but Dennis the Menace is now. New favorite.
500	May 03 2019 05:36 PM	Fasken, Grafa, Greathouse
501	May 03 2019 05:35 PM	Butler
502	May 03 2019 05:29 PM	Beale park
503	May 03 2019 05:25 PM	Fasken Park
504	May 03 2019 05:24 PM	Fasken CowdenDenice the menace
505	May 03 2019 05:17 PM	Dennis the Menace and MUGs
506	May 03 2019 05:13 PM	We love too many of them!
507	May 03 2019 05:13 PM	Nolan Ryan Park
508	May 03 2019 05:05 PM	Hogain
509	May 03 2019 05:04 PM	Hogan
510	May 03 2019 05:02 PM	Dont have one..I like them all.
511	May 03 2019 05:00 PM	Cowden park
512	May 03 2019 04:50 PM	j.c. kelly, ulmer, fasken
513	May 03 2019 04:48 PM	too many to name - I love going to different ones, and prefer the ones with a bathroom that isn't locked. It doesn't happen often, but it has a couple of times.
514	May 03 2019 04:47 PM	CJ Kelly
515	May 03 2019 04:21 PM	Cowden park becuase it hasn't shade covers over the playground and has a small playground for little kids under 5
516	May 03 2019 04:14 PM	Don’t know names.
517	May 03 2019 04:11 PM	sibley nature trail
518	May 03 2019 04:10 PM	Faskin & Dennis the Menace
519	May 03 2019 04:09 PM	Fasken, Dennis the menace!
520	May 03 2019 04:08 PM	None
521	May 03 2019 04:08 PM	Kiwanis
522	May 03 2019 04:06 PM	Fasken and Greathouse
523	May 03 2019 04:04 PM	Faskin, garfitta
524	May 03 2019 04:02 PM	Grafa
525	May 03 2019 04:01 PM	Opportunity park, Dennis the menace, Beal park
526	May 03 2019 03:54 PM	Hill
527	May 03 2019 03:53 PM	Fasken, Grafa, Butler, Kiwanis
528	May 03 2019 03:53 PM	Dennis the Menace Fasken Hill park
529	May 03 2019 03:51 PM	Grafa but very excited about Dennis the Menace park reopening

530	May 03 2019 03:47 PM	Beal
531	May 03 2019 03:38 PM	Grafa
532	May 03 2019 03:36 PM	Faskin
533	May 03 2019 03:34 PM	Fasken, greathouse, Cowden, grafa, Kiwanis
534	May 03 2019 03:25 PM	They are terrible with stickers so none of them currently
535	May 03 2019 03:20 PM	Grafa or Hill Park
536	May 03 2019 03:17 PM	Essex
537	May 03 2019 03:14 PM	Hogan park
538	May 03 2019 03:14 PM	Butler
539	May 03 2019 03:12 PM	Butler Park / Fasken Park / Windlands Park
540	May 03 2019 03:02 PM	Fasken, Hogan
541	May 03 2019 02:59 PM	Windlands Park
542	May 03 2019 02:54 PM	Dennis the Menace
543	May 03 2019 02:17 PM	Butler
544	May 03 2019 02:13 PM	Trinity
545	May 03 2019 01:44 PM	C.J. Kelly Park
546	May 03 2019 01:38 PM	Windlands
547	May 03 2019 01:32 PM	Fasken
548	May 03 2019 01:32 PM	Butler park
549	May 03 2019 01:30 PM	Hogan and Beal
550	May 03 2019 01:28 PM	Tumbleweed
551	May 03 2019 12:56 PM	Wadley Barron
552	May 03 2019 12:56 PM	Fasken, Grafa, CJ Kelly
553	May 03 2019 12:27 PM	Spaceship in Greathouse
554	May 03 2019 12:25 PM	C L Kelly
555	May 03 2019 12:14 PM	Greathouse
556	May 03 2019 11:59 AM	Essex
557	May 03 2019 11:42 AM	That’s tough we go to all the parks, but I think I’ll go with Windlands/Tumbleweed Park because of the trails and exercise equipment, but the kids love Fasken and are really excited about Dennis the
558	May 03 2019 11:35 AM	Fasken, Greathouse, Dennis the Menace
559	May 03 2019 11:25 AM	CJ Kelly
560	May 03 2019 11:23 AM	Beal and the one my the fields near Stonegate
561	May 03 2019 11:21 AM	Beal, Butler, CJ Kelly top 3. All baseball parks. 2 boys in league and travel ball and little sister soon enough.
562	May 03 2019 11:12 AM	I frequentl the soccer fields and the playgrounds the most.

563	May 03 2019 11:11 AM	Dennis the Menace
564	May 03 2019 11:02 AM	Fasken and Greathouse
565	May 03 2019 10:59 AM	Dennis the menace
566	May 03 2019 10:52 AM	Greathouse
567	May 03 2019 10:47 AM	Graffa, Butler complex
568	May 03 2019 10:47 AM	C.J. Kelly & John P Butler
569	May 03 2019 10:47 AM	Butler Field
570	May 03 2019 10:31 AM	Cj Kelly, opportunity, Dennis the Menace
571	May 03 2019 10:29 AM	They are all horrible, but fasken
572	May 03 2019 10:19 AM	Dennis the menaceBeal park
573	May 03 2019 10:11 AM	Fasken
574	May 03 2019 10:05 AM	Fasken, Hill Park, and the new Denace the Menace park.
575	May 03 2019 09:59 AM	Hogan Dog Park
576	May 03 2019 09:49 AM	Dennis the Menace, Fasken, Sibley nature

4. What do you not like about your favorite park or what would you change about your favorite park?

Answered 555
Skipped 47

Respondents	Response Date	Responses	Responses	Tags
1	Jul 14 2019 10	All	Trash, weeds, dirty features	
2	Jul 14 2019 09	Windlands, Fasken, Hill, Cowden	Desperately need updates	
3	Jul 14 2019 08	My son plays baseball, all of the baseball fields are used regularly.	The inside fields are great, but the outer fields that a lot of teams have to play on are terrible. There is no shade for spectators, the fields aren't kept up, etc	
4	Jul 14 2019 07	Hogan Park for tournament baseball	We need bigger and better maintained baseball areas for our children. We've spent so much money on football (and my kiddos play football also so I appreciate that) but our baseball fields are a joke. People won't come to our tournaments because the fields are so so bad!!	
5	Jul 14 2019 12	We used the baseball fields Moreno than anything. I have 3 boys that play and we need better facilities	Needs updates	
6	Jul 14 2019 12	Dennis the menace park	People feeding the ducks hot Cheetos s, bread, etc... we really need more signs in both English and Spanish, out at the duck pond	
7	Jul 13 2019 11	I-20 Nature Preserve, Duck Pond, Grafa, park behind Lowes, Bike Trail near Mid Cities	I like it	
8	Jul 13 2019 10	The park by Butler Fields	Stickers, holes & trash...	
9	Jul 13 2019 09	Do not have one.	Parking during baseball season, access to at least one of the fields when it is not Little League season and bathrooms always locked	
10	Jul 13 2019 03	Butler Park	Not enough covered picnic tables/trees for shade	

11	Jul 13 2019 03	Pioneer and fasken	Need some workout equipment around it
12	Jul 13 2019 12	Grafa	Baseball parks need to be redone for tournament including MUGS!
13	Jul 13 2019 11	Baseball complexes	We would love to see the pond stocked
14	Jul 13 2019 10	C.J. Kelly	I don't like the stickers and gopher holes in the grass.
15	Jul 13 2019 09	Windlands, Grafa, Butler	More covered seating more bathrooms
16	Jul 10 2019 09	Windlands Washington Pool and Doug Russell	There is a really steep part near the walking are that is very dangerous.
17	Jul 08 2019 10	Hogan park	Hogan has some very slick paved areas. I've seen lots of kids fall and get hurt on them.
18	Jul 08 2019 08	Hogan and Dennis the Menace, because they have bathrooms	I wish Fasken Park had a canopy for more shade. And I wish Cowden Park has more variety for older kids.
19	Jul 08 2019 08	Fasken Park or Cowden Park	Fasken park could use more shade
20	Jul 08 2019 11	Cowden and Fasken	It often has trash and cigarette butts
21	Jul 07 2019 10	CJ Kelly is the only one I've been to	It's hard to take kids under 2 to parks that use rocks, gravel or wood chips because they will eat it. The best is the rubberized ground.
22	Jul 07 2019 09	CJ Kelly	More shade and benches
23	Jul 07 2019 09	The park near Greathouse	More shade
24	Jul 07 2019 08	Dennis the menace Faskin Hogan	I wish it was closer to home. We live in Adobe Meadows and the kids love that park, I love walking there but sometimes don't want to drive that far.
25	Jul 07 2019 06	Grafa Park	Needs shade
26	Jul 05 2019 09	Fasken	Parking
27	Jul 04 2019 10	Cowden	Needs grass
28	Jul 03 2019 09	Dennis the menace	More benches to sit on while children play.
29	Jul 03 2019 09	Fasken Dennis the Menace	Need more shaded areas to sit
30	Jul 03 2019 08	Can't think of the name but it's right off of holiday hill road. Near Stonegate Fellowship	Grass is mostly weeds and stickers.
31	Jul 03 2019 07	Faskin	Mow the grass more often.
32	Jul 03 2019 06	Cowden	Flooding.
33	Jul 03 2019 06	Duck Pond. Hill.	More shaded seating

34	Jul 03 2019 06	Fasken, Pioneer, Great house/rocket ship park	Needs greener grass
35	Jul 03 2019 05	Tumbleweed Fasken	Messy and boring
36	Jul 03 2019 03	Parks with a nice trail and a nice view while walking or running. Plus things for the teenagers to do.	I wish it had more lighting. I often run in the dark with my family, and I feel it can feel unsafe to them.
37	Jul 03 2019 02	Windmill or Tumbleweed, the one by COM.	I wish older kids wouldn't tear up equipment meant for the toddlers and little ones. I wish there was a splash pad.
38	Jul 03 2019 09	Dennis the Menace park and Fasken Park	Too many sports players there, it gets too crowded. it would be nice to have a park without sports. Also needs more trees.
39	Jul 03 2019 04	Tumbleweed Park	They need more shaded areas with benches for parents who are
40	Jul 03 2019 12	Hogan Park, Dennis the Menice	It is full of sticker weeds and not well maintained. It's not close to our house.
41	Jul 02 2019 11	Fasken	Not enough shaded picnic tables
42	Jul 02 2019 10	Dennis the Menace Park	Not enough shade
43	Jul 02 2019 07	Trinity	Love that it's new
44	Jul 02 2019 07	Dennis the menace Fasken park	Would like more running trails (dirt trails).
45	Jul 02 2019 06	Dennis the Menace	More water fountains with filtered water. More tables with shade.
46	Jul 01 2019 11	Hogan park, Beal park	Need More shade and more benches and tables.
47	Jul 01 2019 10	Dennis the Menace Park and the A street walking trail around the pond!	Tumbleweed has no kid friendly activities such as a playground
48	Jul 01 2019 08	Dennis the menace. Grafa. Fasken. Pioneer.	N/a
49	Jun 30 2019 1	Faskin, Dennis the menace, tumbleweed	More shade
50	Jun 30 2019 0	Undecided	The green space!!! The weeds & stickers & lack of grass is horrible
51	Jun 30 2019 1	Fasken	More shade

52	Jun 30 2019 0	Hill Park □ Fasten Park□ Hogan Park	More substantial shade trees at faskin by little kid side. Bathrooms? Water feature?
53	Jun 29 2019 1	Fasken	More Trees!!!
54	Jun 29 2019 0	Faskin, grafa, one behind Lowe's, on cuthbert, Denis the menace. I don't think the nature preserve or Sibley center are city owned but those are great	STICKERS and lack of good grass.
55	Jun 29 2019 0	Fasken Park and Hill Park	Too crowded
56	Jun 29 2019 0	Fasken	Stickers/burrs in the grass. □
57	Jun 28 2019 0	The park by greathouse and faskin Park	More trails
58	Jun 28 2019 0	Grafa	I would put a gate at the park entrance of Butler sports complex to
59	Jun 28 2019 0	Fasken Park□ Dennis the Menace Park	I hate walking through weeds while playing disc golf. It needs to be mowed more often!
60	Jun 28 2019 0	Beal or Hogan	No bathroom, picnic area is small
61	Jun 28 2019 0	Denis the menis	Trash, weeds, and stickers.
62	Jun 27 2019 1	Butler park, Fasken park, Dennis te mennace park	Crowded
63	Jun 27 2019 1	Windlands	More trees
64	Jun 27 2019 1	Fasken, Cowden	It would be great not to worry about the kids twisting an ankle or
65	Jun 27 2019 0	Kelly□	That it is the only one
66	Jun 27 2019 0	Denice the menace	Needs more lighting. More trees more shaded places. Water for
67	Jun 27 2019 0	Hogan for soccer□ Fasken Park	More parks. Great walking paths, some shade,
68	Jun 27 2019 0	Fasken	Needs more shade for hot days. Greathouse has a lot of stickers
69	Jun 27 2019 0	Dennis the Menace	Mosquitoes. It's a beautiful park with trees and shade but with that
70	Jun 27 2019 0	None are my favorite but I use winlands because it's close to my house	Too many stickers in the grass

71	Jun 27 2019 0	Fasken. Dennis the menace. Duck pond.	It needs more trees and a variety of activities. The parks here are very limited
72	Jun 27 2019 0	Fasken, Greathouse	The only option for my small child is a baby swing.
73	Jun 27 2019 0	Grafa Park	I would LOVE a better place to run on a trail safely.
74	Jun 27 2019 1	Hogan	More turf fields. The grass is terrible and possibly dangerous
75	Jun 27 2019 1	Velarde	We stopped going to Wadley Barron after I saw in the news that a
76	Jun 27 2019 1	Lancaster Park	Need more trees
77	Jun 27 2019 0	BMX park	They have accommodations for BMX enthusiasts, fishing, sports,
78	Jun 27 2019 0	Butler Park & Wadley Barron Park	Trash More Shade
79	Jun 27 2019 0	Denis	More water parks like Doug Russell
80	Jun 27 2019 0	Beal Park	Not enough shaded areas or picnic tables. That's a huge deal
81	Jun 27 2019 0	House Park Dennis the Menace	Not enough places to just sit and enjoy the view
82	Jun 27 2019 0	Dennis the Mennace	The equipment is old, the layout needs upkeeping, I would add more
83	Jun 27 2019 0	Faskin, hill, grafa, the walking park off of Wadley	There is a field full of stickers where there should be a field full of grass for people to run and play in. It is never watered even though
84	Jun 27 2019 0	Wadley Barron Park (the duck pond)	More benches
85	Jun 27 2019 0	(New) Dennis the Mennis Hogan CJ Kelly Henderson	I think all parks need to Be updated. You have to drive across town to go to a nice park because the neighborhood park is not sufficient in some way. Either the play ground equipment is broke or missing or there is no walking/bike path. Our neighborhood park has very few
86	Jun 27 2019 0	Faskin Park	Both parks are beautiful. I wish grafa Park has the same fake grass
87	Jun 27 2019 0	I-20 preserve	Need's more trees and more stuff to do
88	Jun 27 2019 0	Griffan	Dennis the Menace needs seating for adults, Fasken needs shade
89	Jun 27 2019 0	Grafa park and Fasken Park	i haven't found any public tennis courts in midland parks
90	Jun 27 2019 0	House park	Fasken - too close to road with no gate
91	Jun 27 2019 0	Dennis the Menace, Bluebird by the soccer and baseball fields, and Fasken park	Keep it functioning. There are many broken or missing pieces that need to be fixed.
92	Jun 27 2019 0	no favorites	Too many stickers!!

93	Jun 27 2019 1	Cowden, fasken, greathouse, bluebird	Addition of Sand Volleyball courts
94	Jun 26 2019 1	Greathouse, Fasken, Kelly	More parking and shade areas
95	Jun 26 2019 1	Hogan and the Dog Park	Fasken play area is so close to the road. □
96	Jun 26 2019 1	Dennis the Menace	I dislike that there isn't a nearby pond or lake. I wish there was
97	Jun 26 2019 1	Fasken□ Hogan	Could use my picnic friendly amenities.
98	Jun 26 2019 1	I love Hogan Park. I love that it has so many options of things. I love that I can play sports, walk around, etc.	The smell of the park and landscaping company does not do a great job maintaining it. Needs more lighting as well
99	Jun 26 2019 1	Hogan	Better landscaping maintenance (ie cutting grass, replacing missing
100	Jun 26 2019 1	Duck pound	Not enough shade
101	Jun 26 2019 1	Windlands	Need lights for nighttime play- it's too hot during the day hours.
102	Jun 26 2019 1	Graffa Park, Dennis the Menace	Wished there was more seating and real grass in spotted areas
103	Jun 26 2019 1	C.J. kelly	The flooding but in order to remedy that, the BEST part of the park
104	Jun 26 2019 1	Tje new Dennis the Mennis Park	Ant beds, gopher holes, stickers in grass
105	Jun 26 2019 1	Graffa	Wood chips. Not enough swings. No air□
106	Jun 26 2019 1	Windlands dog park and workout/ jogging path	Need shade
107	Jun 26 2019 1	Graffa, Fasken, Butler (minus the wood chips), Hogan, Greathouse, and C.J. Kelly	Add a small splash pad
108	Jun 26 2019 1	Dennis the Menace	Lack of trees & shade □
109	Jun 26 2019 1	Butler	Wood chips are the worst! Wish there was more shade at Faskin
110	Jun 26 2019 1	Hogan	More stuff for younger kids. More walking paths.
111	Jun 26 2019 1	Faskin, hill park, have only been to Dennis the menace once since it opened but our boys loved it!	Better grass
112	Jun 26 2019 1	None	Seating and shade

113	Jun 26 2019 1	Don’t know	More structures for smaller children, the large structure is way too tall
114	Jun 26 2019 0	Fasken Park	How often trash is taken out overall cleanliness and it’s difficulty
115	Jun 26 2019 0	Skate park at Beal	Need better improvement on roads
116	Jun 26 2019 0	Fasken Park	There should be more benches for parents.
117	Jun 26 2019 0	Grafa	Need more shade
118	Jun 26 2019 0	Hogan Park	More shade areas, any sort of water play would be great, the
119	Jun 26 2019 0	Faskin	More seating and playground
120	Jun 26 2019 0	Denis the menis	Need more shaded areas
121	Jun 26 2019 0	Hill Park, Grafa, Pioneer	Lack of shade at CJ Kelly
122	Jun 26 2019 0	Denis the menace	More shade around the walking trail
123	Jun 26 2019 0	Duck pond	We need some sort of running/walking trail that’s longer than a tiny
124	Jun 26 2019 0	Cowden, greathouse, Dennis the menace	No answer
125	Jun 26 2019 0	Fasken	I like the ducks, the trees, and the feel of it. I would upgrade that
126	Jun 26 2019 0	Dennis the Menace; CJ Kelley	The equipment is so old, rusted and outdated. Terrible condition
127	Jun 26 2019 0	Graffa Park	More shade
128	Jun 26 2019 0	Faskin	Either build more pool parks or increase the size. Standing in line for
129	Jun 26 2019 0	Don’t have a favorite	Would like to see more seating & picnic areas/party pavilions
130	Jun 26 2019 0	Wadley-Barron Park (the Duck Pond).	Needs upgrades and more lawn care grass seeded maybe
131	Jun 26 2019 0	Trinity because it’s by our house	We like the upgraded park. We wish some of the other parks had a softer ground for the kids to “land” on. When a park is newer so
132	Jun 26 2019 0	The one behind Lowe’s	It isn’t big enough for all the people that have moved to Midland. It is
133	Jun 26 2019 0	MLK park	Lighting and parking. Don’t always feel safe
134	Jun 26 2019 0	Doug Russell pool	More water parks for the summer
135	Jun 26 2019 0	Hogan Park, Dennis the menace, the park behind Lowe's	More things for toddlers
136	Jun 26 2019 0	Dog parks but Beal needs major upgrades	More swings
137	Jun 26 2019 0	The one behind Lowe’s with the pond.	Nothing I can think of
138	Jun 26 2019 0	Denise the Minnes	seating around pond

139	Jun 26 2019 0	NA	They are all very poorly maintained and landscaped
140	Jun 26 2019 0	Hogan , but I really think that we need a big water park here . If you want your kids to have fun we have to drive at least 5 hrs . We need to have more for our kids and grandkids , instead of going elsewhere ... Js	Needs shade to have picnic on ground
141	Jun 26 2019 0	Greathouse □ Dennis the Menace	I wish it had some sort of shade structure
142	Jun 26 2019 0	House	We would upgrade park near cemetery near Wadley Barren Park.
143	Jun 26 2019 0	Dennis the Menace & elementary school playgrounds because they are usually cleaner and safer	Covered play area
144	Jun 26 2019 0	Beal Park	More shade and picnic tables in the shade!!
145	Jun 26 2019 0	Windlands	Nothing I can think of at this moment.
146	Jun 26 2019 0	Co Kelly, butler, henderson, almost all as long as they have shade	More toddler area/splash area□
147	Jun 26 2019 0	CJ Kelly	The trash that is scattered maybe a park attendant because
148	Jun 26 2019 0	Duck Pond Park	There are so many weeds and thorn bushes, so it is hard to play disc
149	Jun 26 2019 0	Fasken park	Nothing right now it was just renovated
150	Jun 26 2019 0	Grafa and Dennis the Menace	Not enough lights
151	Jun 26 2019 0	Hogan	No splash pads. No misters. No lights after dark. Not many sitting
152	Jun 26 2019 0	Graffa or the duck pond on A Street	Flooding issues
153	Jun 26 2019 0	Fasken	There needs to be covers at all the parks in Midland! There are no
154	Jun 26 2019 0	Windlands □ Cowden	Better walking tracks.
155	Jun 26 2019 0	Clean ones	Too far from my house and overcrowded with older kids/teens.
156	Jun 26 2019 0	Tumbleweed Park!	The mosquitoes are out of control

157	Jun 26 2019 0	Hogan Park	Traffic noise.
158	Jun 26 2019 0	Dennis the menace	Teenagers smoke and don't behave tear stuff up
159	Jun 26 2019 0	The new Dennis the Menace Park.□ Fasken Park □ The park by the duck pond/lowes	Regulate aggresive dogs.
160	Jun 26 2019 0	Grafa	N/A
161	Jun 26 2019 0	Spaceship	More trails/sidewalk, can do sidewalk path in flood zone ditch behind
162	Jun 26 2019 0	C.J. kelly	Need more hike / bike trails.
163	Jun 26 2019 0	Windlands	It's covered in horrible stickers
164	Jun 26 2019 0	Fasken/cowden	Bathroom facilities would be nice
165	Jun 26 2019 0	Dennis the Menace is nicely redone but farther away and already crowded. I'm looking forward to the new Opportunity Park closer to my home. I usually take my daughter to the small neighborhood park in my parents neighborhood.	Allow baseball teams to practice. Open concession stands when there are games. Provide shade over stands.
166	Jun 26 2019 0	Windlands	Needs more shade
167	Jun 26 2019 0	Hogans run and beal park	Baseball fields need some serious attention Hogan, Midcites etc.
168	Jun 26 2019 0	Beal	Add bathrooms
169	Jun 26 2019 0	Beal Park	holes everywhere
170	Jun 26 2019 0	Grasslands, Beal, windlands, Cj Kelly	Needs more shade over the play areas. Most of the time the slides are too hot to go down. Would also like a swing set there.
171	Jun 26 2019 0	None. Need better hike / bike trails.	Add a splash pad. I like that it is close to my house.
172	Jun 26 2019 0	Kiwanis	Needs that splash pad ASAP.
173	Jun 26 2019 0	Graffa	More grass (or artificial turf) would be nice
174	Jun 26 2019 0	Bluebird	None
175	Jun 26 2019 0	The one behind Lowe's	Better playground equipment and more places to sit
176	Jun 26 2019 0	Pioneer Park	Wish the city would update the baseball facilities at the parks and not

177	Jun 26 2019 0	Butler	Seating and shade
178	Jun 26 2019 0	MUGS	n/a
179	Jun 26 2019 0	Dennis the Menace	Play area is geared more for small children and just a few climbing
180	Jun 26 2019 0	C J Kelly	No benches at Dennis the Menace. Need to put and maintain clean
181	Jun 26 2019 0	Most of the “parks” that I have found in Midland/Odessa are only located in Odessa. The running trails are so short that you cannot really have a good jog/bike ride. Or there are no trees at all and the “park” Ian literally just a playground. We need bike paths and jogging paths at least 10 miles one way.	Stickers in grass area
182	Jun 26 2019 0	Dennis the menace	Dennis the Menace needs swings.
183	Jun 26 2019 0	Dennis the Menace	There should be a rule for people not to smoke inside the park area
184	Jun 26 2019 0	Hogan park because of the shade.	Decent Grass without stickers for my dog and walking space.
185	Jun 26 2019 0	John p butler	There’s no swings
186	Jun 26 2019 0	Butler	Not enough Shade
187	Jun 26 2019 0	Beal	Would like to have more of a park for the kids
188	Jun 26 2019 0	don't have one	I wish there was a splash pad. The parks are over crowded. Not parking
189	Jun 26 2019 0	Dennis the Menace or Fasken	Grafa becomes a Lake whenever it rains
190	Jun 26 2019 0	Cowden Park	Trash pick up
191	Jun 26 2019 0	Greathouse Park	Slides get too hot after 10am. I wish That there was some sort of shading
192	Jun 26 2019 0	Faskin Park, Dennis the Menace	Nothing
193	Jun 23 2019 0	Grafa Park	More benches and picnic tables amongst the trees
194	Jun 17 2019 1	Denace menace	I wish more parks had an area for animals...
195	Jun 13 2019 0	Hogan and or Essex	More shade.
196	Jun 12 2019 0	Dennis the Menace Park	Lack of shade.....MORE TREES and large shade fabric tents.
197	Jun 10 2019 0	Hogan	

198	Jun 09 2019 0	Marc Park, Dennis the Menice, or the Willow Tree Park (Grafa?)	Needs bike trails
199	Jun 09 2019 0	duck pond, Wadley?	I wish there were a bike path that was paved and not on a road so I
200	Jun 08 2019 0	Grafa, Dennis the Menance	Expand Skatepark, finish amphitheater, enlarge pond, and take
201	Jun 07 2019 0	Great house Park	I love midland skatepark but it does need to be updated. It's too
202	Jun 07 2019 0	Fasken	Lack of shade. Water features.
203	Jun 07 2019 0	Graffa	I'd like to remove the goat heads, grass burrs and other stickers from
204	Jun 07 2019 0	Dennis the Menace	I was sad when they took out the big swings from the park at the end
205	Jun 07 2019 0	Denise the menice, Doug russel/Washington, dog park, and a couple others that I'm not 100% sure on names	It is a bit small and doesn't have a lot of shade □ Some covered benches would be nice
206	Jun 06 2019 1	Dennis the Menace	Not enough picnic tables and grills
207	Jun 06 2019 1	I haven't been to one yet	I like the park
208	Jun 06 2019 0	Dennis the minis□ Cowden	I don't like that Beal Park only has one old playground. Needs a new updated playground. Maybe even add several playgrounds.
209	Jun 06 2019 0	Fasken	Needs to be updated
210	Jun 06 2019 0	Bealle	Fasken especially needs fencing. So close to the road. □
211	Jun 06 2019 0	The skatepark! I love seeing the kids there enjoying the park and doing flips! #Cali	Less stickers would be the only real recommendation. They hurt the kids so they cant have fun and then the stickers go home with you if you dont get every little bit off and then you have them in your yard.
212	Jun 06 2019 0	Skip	I would like to see more covered picnic areas.
213	Jun 06 2019 0	Fasken	There isnt alot of variety at the skatepark, there is no shade, no
214	Jun 06 2019 0	I Easley Barron	Wish they were stocked with fish more often
215	Jun 06 2019 0	Hogan dog park or the duck pond or I20 nature preserve.	Bathrooms might be nice
216	Jun 06 2019 0	Duck pond	While the landscaping is not amazing, nothing. Fasken is the gold
217	Jun 06 2019 0	Hogan	We need a man-made lake where people can paddle board, fish,
218	Jun 06 2019 0	Duck pond on A st.	Update beal! Everyone goes to beal, we need restroom, expansion.
219	Jun 06 2019 0	Beal Park	More sitting
220	Jun 06 2019 0	MARC	Soccer fields unplayable and holes everywhere.

221	Jun 06 2019 0	Fasken park, greathouse and grafa	More shaded areas would be nice
222	Jun 06 2019 0	Dennis the minis park but have not been since remodeling	Beal park needs shade and sitting areas
223	Jun 06 2019 0	Fasken Park	Over crowded, kind of small. Lights are constantly out.
224	Jun 06 2019 0	Beal skatepark	Needs benches
225	Jun 06 2019 0	Beal and CJ Kelly	I don’t like that it’s the only Public skatepark in town and gets to
226	Jun 06 2019 0	Fasken, greathouse, Dennis the menace, i20 nature preserve	Denise the Menace needs benches
227	Jun 06 2019 0	Fasken	Dennis the mennace needs more seating around the play areas for
228	Jun 06 2019 1	C.J. Kelly, Dennis the Menace	Beal park should be updated and bathrooms and shade should be
229	Jun 06 2019 1	Beal skatepark. I am an avid believer in a renovation and hopefully expansion of the skatepark. As the population grows, the parks constant flow of people coming and going will also increase. As we host constant contest and events at beal, a whole new renovation from the park for the little kids to the skatepark for all walks of life to enjoy. Please understand how many people enjoy the luxury of having skateparks, from little kids to adults of all ages its amazing. BMX, skateboarders. scooters, rollerbladers everyone loves it.	Need shade, bathrooms for the kids that like to be there all day. Also we need another one close to lamesa cause we have to drive 15 min to get there and sometimes there is so many kids I can’t really enjoy.
230	Jun 06 2019 1	Bealle park	Better grass in the real grass areas
231	Jun 06 2019 1	Beal park, it’s the only one maintained semi- decently.	It's an awesome park, we have no bathrooms or shade at the skatepark. The concrete is starting to erode, and if not corrected it

232	Jun 06 2019 1:	Doug russel	The park needs updated. Lights go out during every storm and are
233	Jun 06 2019 1	Beal Park□ Dennis the Mennace	Needs updated landscaping. Trail lighting would be awesome
234	Jun 06 2019 1:	Beal park (Skatepark)	Needs to be updated and extended. Space needs to be filled
235	Jun 06 2019 0:	Dennis the menace	It doesn't have any shade, water fountains, benches, and the
236	Jun 06 2019 0:	Beal park/ Skatepark.	Water drainage, picnic area, trash containers, more play area for
237	Jun 06 2019 0:	Denis Menace Park, the park behind Lowes	Needs a bathroom
238	Jun 06 2019 0:	Fasken, cj Kelly or Dennis the mennace	Making the Beal skate park bigger and install lights to baseball part of the Beal park
239	Jun 06 2019 1:	Beal park □ Windland park □ Cowden park □ Dennice the menace	More support from the city
240	Jun 05 2019 1	Skate park Known as Beal Park	No shade or seating at the skatepark. It is also dated and could be added to. Very crowded.
241	Jun 05 2019 1	Fasken Park	There isn't any good quality play area for football. There is plenty of
242	Jun 05 2019 1	Beal Skatepark	I don't like when the doggy bags are out and the big mud puddles
243	Jun 05 2019 1	Beal park the skatepark	We don't have many parks close to our house so we don't visit often.
244	Jun 05 2019 1:	Wadley Barron	Small
245	Jun 05 2019 1:	Beal skatepark	Add more shaded areas to the play area
246	Jun 05 2019 1:	Beal Park (Skatepark)	Victory Park needs so much: trees, baseball diamonds, walking path,
247	Jun 05 2019 1:	Fasken and now Denise the minice	They need covers over them, all over town and need to get rid of the wood chips and add the rubber. We live over in Legscy editing and
248	Jun 05 2019 1:	Duck Pond, victory park	Skate park is to small and gets over crowded at times. I would add
249	Jun 05 2019 1:	Pioneer park	Many of the play areas have no shade. Summer in Midland = 100°
250	Jun 05 2019 1:	Beal skate park	More benches for parents to sit at Dennis Menece
251	Jun 05 2019 1:	Odessa Mountain Bike Park	Bike paths
252	Jun 05 2019 1:	William and Sam memorial skatepark at beal park	There is nothing I don't like about it. Well yes, we need water fountains at the skate park and around Beal park.other than that
253	Jun 05 2019 1:	Beal park	Like skate park, ball fields, fishing pond. Don't like, I have to drive
254	Jun 05 2019 0:	Hogan dog park!!	Needs maintenance and upgraded
255	Jun 05 2019 0:	None	it drastically need some renovation and maintenance done on it the

256	Jun 05 2019 0	Rocket ship park in Greathouse area	Bathrooms at all parks would be great. More shade over swings and toddler play areas
257	Jun 05 2019 0	Victory Park and Dennis the Menace Park	Ugly outdated no walking trail
258	Jun 05 2019 0	Dennis the Menace Greathouse Fasken	There are not nearly enough areas for cycling
259	Jun 05 2019 0	Bluebird park, one behind Lowe's, and one by Greathouse	Skatepark is overcrowded needs expansion
260	Jun 05 2019 0	Beal Park / Skate Park is used the most and could use a upgrade	We have no playground for all the kiddos around here.
261	Jun 05 2019 0	Dennis Menece	Just wish it was bigger
262	Jun 05 2019 0	C.J. Kelly, Duck Pond, Beal, Hogan	Bring back the art I loved the buffalo. That's been a few years.
263	Jun 05 2019 1	William Sam Sk8 park and the dog park.next to it.	N/A
264	Jun 05 2019 0	Biel not sure of the spelling. Like to fish	Needs more cover from the Sun.
265	Jun 05 2019 0	Beal skatepark	Playground equipment dated and surrounding ground is unsightly
266	Jun 05 2019 1	William and Sam memorial skatepark	No access to bathrooms, same for Hogan
267	Jun 04 2019 1	Hogan, fasken, Hill, cj kelly, Cowden, Butler, and Dennis the menace.	Pioneer Park needs more trees
268	Jun 04 2019 1	Lancaster	The unused volleyball courts need to be maintained or that space
269	Jun 04 2019 1	I ride bikes several times a week and travel to locations for mountain bike and road bike...favorite midland park is Hogan	I would love to see additional drainage added at Grafa because it floods a LOT. It would also be great if you added a complete circle for walking at CJ Kelly park. It currently only goes around the ball fields and dead ends.
270	Jun 04 2019 0	Beal Park skatepark	Stickers and weeds in grass areas

271	Jun 04 2019 0	Haley	I wish opportunity park on A street was updated!
272	Jun 04 2019 0	The Duck Pond	Tall open slides are dangerous
273	Jun 04 2019 0	Windlands	Crowded
274	Jun 04 2019 0	Dennis the Menace, Oppurtunity park, Beal Park, Grafa Park	I would add more shade spots, picnic tables and swing sets
275	Jun 04 2019 0	Park by Lowes	N/A
276	Jun 04 2019 0	Marc park	Needs shaded seating areas for the hot days
277	Jun 04 2019 0	Pioneer, Greathouse, C. J. Kelley Park, Beal Park, Hogan Park, and Fasken Park	More shade
278	Jun 04 2019 0	Hidalgo Park	Need more bike only paths-it's so unsafe
279	Jun 04 2019 0	Grafa or CJ Kelly	it needs a shade over where the kids play.
280	Jun 04 2019 0	Windlands Cj Kelly	There needs to be a pond that dogs are free to play in
281	Jun 04 2019 0	Dennis the menace The one behind lowes Hogan Cowden	Shade and walk ways. Adding a bike/skate park would be nice.
282	Jun 04 2019 0	Fasken Park	I would like to see a walking trail (sidewalk) go around ALL of
283	Jun 04 2019 0	CJ kelly	It needs updated and more playground equipment for children. I take
284	Jun 04 2019 1	Dennis the menace, faskin, greathouse, bluebird	All Midland parks are lacking walking/bicycle trails. Any form of running is not optimal.
285	Jun 04 2019 1	C J Kelly; Beal	The fact that people don't pick up their dogs poop.
286	Jun 04 2019 1	C.J. Kelly	Tons of stickers in the grass, hardly any benches, or trees, or shade,
287	Jun 04 2019 1	Fasken, Greathouse, Cowden, Hogan, Dennis the Menace, Graffa	I would love more bike trails, dog friendly facilities, and everything should be handicap accessible. This town barely has sidewalks in main roads. It's embarrassing.
288	Jun 04 2019 0	Windlands	Too crowded, have more swings
289	Jun 04 2019 0	fasken park	I would love to have safe places for me and my kids to ride our
290	Jun 04 2019 0	None most of the parks are in disrepair.	A lot of unused land at all the parks. I hate the rig next to house park
291	Jun 04 2019 0	Cowden, Dennis the Menace	Na

292	Jun 04 2019 0	Trinity	Grass without weeds and stickers! Y'all have the money spend it
293	Jun 04 2019 0	The duck pond	Bathroom facilities would be a nice addition
294	Jun 04 2019 0	Hill park	Needs bathrooms. It's difficult to take little kids anywhere that
295	Jun 04 2019 0	Grafa, Beal, windlands/tumbleweed	More miles accessible by mountain bike
296	Jun 04 2019 0	The dog park, Hogan park, Lancaster park	Nothing
297	Jun 04 2019 0	Cowden, C.J. kelly, grafa	The parks are generally dirty and not aesthetically pleasing.
298	Jun 03 2019 1	I like the new equipment and the cleanliness of the parks.	both parks could use an actual playground. The COM park could use a water feature.
299	Jun 03 2019 1	Beal, House and Dennis the Menace	All the parks need more shade, benches, House, Essex and Beal park need updated play equipment. Splash pads would be amazing
300	Jun 03 2019 1	Na	Water the grass and on the playing fields sticker control
301	Jun 03 2019 0	Opportunity	Nothing
302	Jun 03 2019 0	Fasken	The path and frisbee golf
303	Jun 03 2019 0	Duck pond	Fasken: Lack of shade, the weeds are outrageous, and the trash fills
304	Jun 03 2019 0	Duck Pond for walking or whichever one is hosting a bike race	Dennis the Menace needs shaded benches near all play structures for people with infants and grandparents
305	Jun 03 2019 0	Bike path	No park in Midland seems to be handicap accessible.
306	Jun 03 2019 0	Duck pond	Fenced in dog park would be nice
307	Jun 03 2019 0	Beal	I don't like that it gets over run during the school year since teachers
308	Jun 03 2019 0	Woodland park, and the Park by the COM.	There is such a lack of quality playground areas in the community that the updated ones are over run. At CJ Kelly there is a lack of
309	Jun 03 2019 0	Fasken, Beal, Greathouse, House, Essex, Dennis the menace	Need to add more bench's by the apparatus so we can sit while the kids play
310	Jun 03 2019 0	Windlands	All the parks look run down. We basically live at baseball fields. The
311	Jun 03 2019 0	Dennis the menace	Time to clean up Hogan Park and take care of our baseball fields
312	Jun 03 2019 0	Woodlands	Distance isn't marked well
313	May 28 2019 1	Fasken, Dennis the Menace, Windlands	Needs some shading elements.
314	May 25 2019 1	Local duck pond	Weeds with thorns/stickers.

315	May 19 2019	C	My 4 yr old grandson insists on Dennis the Menace lately	More shaded areas, more interactive elements
316	May 18 2019	C	Grafa	More shade, trash to be emptied more often,
317	May 15 2019	1	The one behind Lowes	Trash. Need it cleaned up.
318	May 14 2019	1	Greathouse	Midland needs a safe bike path like Austin's Veloway! Most of
319	May 14 2019	C	CJ Kelly, Grafa,	Poorly maintained. Sub standard facilities.
320	May 14 2019	C	Dennis	Little to no shade. No water play features. We really need splash
321	May 14 2019	C	Don't have one!	parking, entrance/exit, grounds has stickers
322	May 14 2019	C	Butler Park	I frequent the golf course and feel the need for major
323	May 14 2019	C	Windlands	The fields are inadequate at Hogan Park. Prairie dog holes on the
324	May 12 2019	C	Grafa or Hill	Lack of Shade
325	May 10 2019	1	Fasken Park	Add more equipment for kids of all ages to play on. More benches.
326	May 10 2019	C	Greathouse	Parking at windlands gets really Congested
327	May 10 2019	1	Cowden, Dennis the Menace, Faskin, Grafa	Condition of the park and fields, no grass or trees, plenty of weeds.
328	May 10 2019	1	Hogan	Having a 2 year old, I'm looking for playgrounds that are low to the
329	May 10 2019	C	cj kelly dennis the menace Hogan park	Would like to see rec fields (Butler) leveled out and with no stickers! Thank goodness for all the rain we have had this past year grass is
330	May 10 2019	C	I-20 Nature Preserve Essex Park Pioneer Park	Not enough shade
331	May 10 2019	C	Hogan park Al baseball fields	It was just changed and now amazing!!!
332	May 10 2019	1	Hogan	Lancaster Park is closest to my house but we don't go to that park
333	May 09 2019	1	CJ Kelly	Not enough shade at some of the parks.
334	May 09 2019	1	Butler because it is close to my house	A few more table to sit at. Availability of a bathroom or changing area for babies.
335	May 09 2019	1	Hogan	Needs to be treated for weeds/stickers/ants. Needs fertilized and
336	May 09 2019	1	Hogan Park and Golf Course	Would like bathrooms and MORE SHADE
337	May 09 2019	1	Fasken	I would enjoy more shaded areas near the parks. The midland sun
338	May 09 2019	1	Fasten, Rocketship Park, Hogan	More shade !

339	May 09 2019 1	Butler and windlands	I like that most parks have a toddler area.
340	May 09 2019 0	Victory	There is no restroom.
341	May 09 2019 0	Fasken — Great play set for tiny toddlers, and low to the ground.	No seats in gazebo. Or shade over picnic tables
342	May 09 2019 0	For playgrounds, is now Dennis the Menace. Soccer play is Bulter for rec games, Haley park for rec practice and sports complex for academy practice	Very poor grounds keeping for soccer fields. Baseball fields are in pretty good shape. And have locked gates. Soccer fields have no gates, so dog poop is a big problem. Kids playing at these parks are between ages 3-8, and we don't want them running around in dog feces. It's a big problem. At least put gates up to deter the pet walkers. We have dog parks. No need for them to take their animals
343	May 09 2019 0	CJ Kelley	It's outdated.
344	May 09 2019 0	Dennis the Menace, Butler, Grafa	No grass, stickers, weeds
345	May 09 2019 0	Dennis the menace	City barely keeps them up
346	May 09 2019 0	Dennis the Menace Park, Fasken Park, Beal Park, CJ Kelly, Garret Brown	There needs to be more shaded area over the playsets, some need more swings, Butler could use turf
347	May 09 2019 0	I20 wildlife preserve, C.J. Kelly Park, hogan park, hill park, grads park, butler park	Our soccer fields are dangerous and a total embarrassment. MSA does the best they can with the volunteers they have. It's extremely clear that soccer plays second and third fiddle to other sports
348	May 09 2019 0	Behind Lowe's, Dennis the Menace	Too crowed. Fasken needs more for younger kids.
349	May 09 2019 0	Butler park but definitely need improvements on soccer fields	Some more shade would be nice.
350	May 09 2019 0	Fasken, C.J. Kelly	Improve grass at all parks
351	May 09 2019 0	Fasken Park, Dennis the Menace and Hill Park	It is fine but the soccer fields need to be better
352	May 09 2019 0	Ida Jo Moore	More trees
353	May 09 2019 0	Faskin, Cowden, Dennis the Menace	More shade in every park. Awnings and covers would be amazing. Bathrooms at fasken would be awesome

354	May 09 2019 0	Grafa, but just visited the new Dennis the Menis one and it is great.	Pond
355	May 09 2019 0	Butler Park	No bathroom areas
356	May 09 2019 0	Butler	More shade for the playground area; better control of sticker burrs;
357	May 09 2019 0	Kiwanis	There is no restrooms for the little kids to use, we have to drive them
358	May 09 2019 0	Faskin	Bathrooms need to be added, playground equipment further from the
359	May 09 2019 0	Butler	More shaded areas, but this would be the case for all the parks.
360	May 09 2019 0	Fasken, cowden, dennis the menace, butler park	Fasken could use some shade! I would also love some playable water features for the summer at any of the parks
361	May 09 2019 0	N/A. They are all embarrassing	Access to water fountains that have RO water. Better walking trail at
362	May 09 2019 0	Fasken and Dennis the Mence	With it was enclosed with a cover
363	May 09 2019 0	Grafa, Fasken, Dennis the Menace.	No water feature
364	May 09 2019 0	Don't have a favorite	Add some shaded picnic pavilions
365	May 09 2019 0	Fasken	Wish there were more toddler friendly areas at all parks with a
366	May 09 2019 0	Duck pond	Field are in bad shape
367	May 09 2019 0	C.J. Kelly□ Dennis the menace □ Fasken □ John Butler □ Great house	Check bathrooms more often and add shade to the playground.
368	May 09 2019 0	C.J. kelly	1) on the trail I would add some more traffic signs and/or "pedestrian
369	May 09 2019 0	Trinity Park; Dennis the Menace; Grafa Park; Hogan Park	Maybe a covered seating area.
370	May 09 2019 0	The Breast Cancer Awareness Park on Midkiff.	I wish the playgrounds were farther from the road or had a fence with gate around them. Also would like to change wood chips to fake
371	May 09 2019 0	Fasken	How terrible condition the park is
372	May 09 2019 0	Fasken	I do not like the burrs or stickers that get on my dog's coat.□
373	May 09 2019 0	Hill, Fasken, Greathouse, Cowden	It's old and small.
374	May 09 2019 0	Sibley, I-20 and Great House	People drive on the grass

375	May 09 2019 0	Fasten	Needs to be cleaner
376	May 09 2019 0	Butler Park	Water fountains & splash pads, need more
377	May 09 2019 0	CJ Kelly	CJ - bathrooms are terrible
378	May 09 2019 0	Fasken, Dennis the menace	They’re small play grounds for the amount of kids there usually is at
379	May 09 2019 0	Ulmer	There needs to be more tables near shade.
380	May 09 2019 0	Hogan	We go to CJ Kelly Park a lot, just because it is close to the
381	May 09 2019 0	1) the trail the goes from loop 250 down to Godfrey st by Lancaster park. 2) C.J. Kelly 3) Lancaster park	Not always mowed and kept up
382	May 09 2019 0	Currently Dennis the Menace Park Amazing!	There are no restrooms for the kids
383	May 09 2019 0	Fasken, greathouse, grafa, essex	Dennis the menace would be perfect if the entrance was gated too
384	May 09 2019 0	Fasken	There needs to be bathroom access at all parks. Small children who
385	May 09 2019 0	Waggin' Trail Beal Park and the Duck Pond	More younger kid swings!!! Smaller children areas for toddlers.
386	May 09 2019 0	Trinity, it's close to the house.	More walking trails and separate, SAFE bike trails
387	May 09 2019 0	Wadley	More shade!
388	May 09 2019 0	None	I love fasken park because there is equipment for both young and
389	May 09 2019 0	CJ Kelly Hogan Ulmer Beall	I like the astroturf at parks as well as parks that have shade and appropriate play equipment for under 5 year olds
390	May 09 2019 0	Trinity or Kiwanis, because they’re close to my house	No fence around it, needs some kind of restroom
391	May 09 2019 0	Butler Park.	Fasken: It would be nice to have a larger play area for the smaller

392	May 09 2019 0	Hogan park is one of my families favorites. It is accessible for toddlers due to the ADA ramps. Fasken park is also great for toddlers.	Walking trails	
393	May 09 2019 0	Windlands	New resident so haven't been to very many but overall lack of	
394	May 09 2019 0	Fasken and Cowden	Needs a tree or shade structure. Would add a splash pad. Get rid of	
395	May 09 2019 0	Dennis the menace, cj kelly,	I would like restroom availability	
396	May 09 2019 1	Wind land/ Tumbleweed by COM, Beal, Hogan	needs more equipment for younger children	
397	May 09 2019 1	Grafa, Fasken, Dennis the Menace, Hill, butler sports complex, Cowden, Pioneer,	More shade, more water wise landscaping, add natural play areas. Love the trees at hill park.	
398	May 09 2019 1	Gasket park	Too many people	
399	May 09 2019 1	Any park that has a bathroom! Parks without restrooms are really hard to enjoy because someone always needs to use it.	Needs a splash pad with tables and shade, more smaller child play equipment, cleanliness of parks	
400	May 09 2019 1	Cowden and now Dennis the Menace	No bathrooms Not big enough Not enough shade	
401	May 09 2019 1	Fasken, Cowden, the new Dennis the Menace	More play areas for the kids.	
402	May 09 2019 1	Unity park off Ventura	More shade	
403	May 09 2019 1	Fasken & Dennis the Menace	Nothing	
404	May 09 2019 1	None	Wish there was Walking trails, mountain biking trails	
405	May 09 2019 1	Legends baseball complex (sidewalks). Vietnam veteran playground @ airport	I do not like that the park is (NOT) covered by a shade structure like the one over Cowden Park.	
406	May 09 2019 1	CJ Kelly	Need shaded sitting areas while kids are playing	

407	May 09 2019 1	Fasken Park	Play area further from the street (fasken)
408	May 09 2019 1	Hogan Park	Na
409	May 09 2019 1	Fasken, hill and Dennis the menace	More benches
410	May 09 2019 1	Dennis The menace Fasken park	More shade!!! More seating areas.
411	May 09 2019 1	Faskin	More shade & picnic space
412	May 09 2019 1	Fasken Park	Trash is always full
413	May 09 2019 1	Midkiff Park	Nothing
414	May 09 2019 1	Hogan playground	We just need more. I don't like that we have to plan around when it's
415	May 09 2019 1	Fasken	I think there is lots of land around C.J. Kelly park that is untapped as
416	May 09 2019 1	I-20 wildlife preserve, Beal, Faskin	More covered seating area needed, more walking trails
417	May 09 2019 1	Fasken Park	How dirty the pond gets
418	May 09 2019 1	Fasken CJ Kelley Dennis the Menace	ALL of our parks need more running & bike trails. There is not a safe place in this community for runners and cyclist, as evidenced by the 3 deaths of cyclist in the last 12 months.
419	May 07 2019 1	Fasken, Greathouse, New Dennis the menace	Cj Kelly has no trees at all for shade. Also I believe the dentention pond would be a great town lake, it would increase recreation
420	May 07 2019 0	Na	The worst baseball fields in west Texas. My grandson plays on a
421	May 06 2019 1	Graff	I wish there was more shade
422	May 06 2019 1	Fasken and Dennis the Menace	Too much graffiti Not enough shade over equipment Make shade
423	May 06 2019 0	Greathouse Park Hill Park Cowden Park New Dennis the Menace	Mostly the lack of grass and grass height.
424	May 06 2019 0	MARC Opportunity Park Duck Pond	More shaded spots for eating or lounging
425	May 06 2019 1	Fasken	The city does a very poor job at managing the fields to play any kind
426	May 06 2019 1	Hill Park	Groundskeeping is lacking — weeds are problematic

427	May 06 2019 0	New Dennis the Menace Park□ Greathouse Rocketship Park□ Fannin Park on Humble	I do not like that we do not have access to the lights at night. We pay for them yet everything is always locked.
428	May 06 2019 0	C.J. kelly	Poor Grass and gopher holes
429	May 05 2019 1	C.J. Kelly, Greathouse	I would like bike trails
430	May 05 2019 1	CJ Kelley	Road conditions are more important
431	May 05 2019 1	The Rocket Ship park by Greathouse Elementary	Grass/weeds
432	May 05 2019 0	Cj Kelly, Beal	Walking trails just end at C.J. Kelly and should also go all the way
433	May 05 2019 0	Hogan park baseball fields	I would build a better club house that one would represent midland a
434	May 05 2019 0	Fasken, Hill & the space ship park by great house. We are excited about Dennis the menace	Shade covering all the playground equipment. Metal, plastic, 100 degree heat, direct sun and tender skin is a burn waiting to happen.
435	May 05 2019 0	Windlands□ □ Taylor?... maybe. □ □ Probably should of provided a map for folks to more accurately answer this.	I like both. I would change others
436	May 05 2019 0	No particular one.	Not enough shade over the play area. Stickers not managed at all
437	May 04 2019 1	Fasken	Hogan park baseball fields are an embankment to our city.
438	May 04 2019 0	Hogan and the one on Humble	Stickers in the surrounding grass, they get everywhere
439	May 04 2019 0	Wadley Barron, Hogan	Nothing comes to mind. :)
440	May 04 2019 0	Hogan, eastern	More sports added, it's currently only baseball and soccer.
441	May 04 2019 0	Windlands	Dogs should not be allowed at the new Dennis The Menace Park. I
442	May 04 2019 0	Hogan Park	All the holes on the soccer fields and it would be great to have more
443	May 04 2019 0	None	Would like a sidewalk along the perimeter. The current loop goes
444	May 04 2019 0	Cowden	More shaded areas
445	May 04 2019 0	Grafa□ C.J. Kelly	Trash, upkeep, teenagers, drug use
446	May 04 2019 0	Hogan park golf course	More shade structures intermittent throughout the park. Also more

447	May 04 2019	C	Cowden, Wadley Barron and the others that have shade!	All Midland Parks should ha e splash pads. We moved here from Las Vegas, NV where every park had one.
448	May 04 2019	C	Fasken, Dennis the menace,	It would be great if it had a bathroom. I've taken my toddler to pee
449	May 04 2019	C	Duck pond because of the water and animals. Fasken except would be significantly better if it was shaded. And the name is escaping me, but the park directly south of fasken with the wonderful shade and the large grass area.	It needs more shade
450	May 04 2019	C	Wind lands	The grassy area is full of weeds and it needs more shade structures
451	May 03 2019	1	Any with shade!	1) More shade. There needs to be shade over the play structures! 2)
452	May 03 2019	1	Wind lands/Tumbleweed	More shaded seating. Shade over uncovered slides because they
453	May 03 2019	C	Hogan	More shade more benches
454	May 03 2019	C	Dennis The Menace□ Wadley-Barron□ Trinity	More shady areas & trees. Seating/tables
455	May 03 2019	C	Butler, Kiwanis, Cowden, Hogan	Small, make it bigger, more equipment
456	May 03 2019	C	Pioneer. It is close to our home	Needs more swings
457	May 03 2019	C	We usually go to house park, since it's right by our home, but it's definitely not my favorite! Fasken and Grafa are great, and the newly renovated Dennis the menace park is fantastic!	More shade and seating for parents
458	May 03 2019	C	Dennis the Menace, Fasken, Grafa	Have actual grass and not dirt patches. Worth having it irrigated and treated for weeds
459	May 03 2019	C	Hogan Park	Most years the grass is more like a weed carpet and has tons of
460	May 03 2019	C	Fasken	The trash

461	May 03 2019 0	As of this week definitely Dennis the Menace but Grafa holds a close second.	NO SHADE!!!! Or places to sit. □ Trash overflowing. Some equipment is too dangerous for little ones. Weeds and not mulched well
462	May 03 2019 0	Faskin	Nothing! It now looks great!
463	May 03 2019 0	Fasken and Sibley nature trail	No bathrooms and more shaded areas and more tables.
464	May 03 2019 0	Faskin	Hogan park has sticker/goat heads EVERYWHERE. We also go to
465	May 03 2019 0	Fasken playground and C.J. Kelly (duck pond)	Horrible field conditions.
466	May 03 2019 0	C.J. Kelly	It is a great park, and we love it but it seems to be one of the only
467	May 03 2019 0	Fasken	More benches, better signage about park & walking info (distance)
468	May 03 2019 0	Cj Kelly	Need more shaded areas to sit and watch kids play
469	May 03 2019 0	Cowden	There are not enough benches near the playgrounds.
470	May 03 2019 0	Fasken Park	There's soooo many stickers
471	May 03 2019 0	Dennis the Menace Park	More shade/like the artificial grass
472	May 03 2019 0	Fasken	I would like to have bicycle lines
473	May 03 2019 0	Fasken	Less trash and a shade cover for the hot sunny days.
474	May 03 2019 0	Opportunity park, dennis the menace park and the duck pond	Restrooms.
475	May 03 2019 0	Hill Park □ Grafa Park□ Hogan Park	I would make it larger and more spread out. The swings are too close to the playground area
476	May 03 2019 0	Dennis	Sidewalk accessibility walking to the park
477	May 03 2019 0	Fasken, Butler	I wish it was bigger!
478	May 03 2019 0	Dennis the menace park and hogan park	Not enough play equipment. Need equipment for baby/toddlers. More places to sit in the shade.
479	May 03 2019 0	Butler	Bigger playground
480	May 03 2019 0	Fasken	Baseball fields are terrible. Overrun with weeds and bare spots
481	May 03 2019 0	Cowden	Parks need bathrooms.
482	May 03 2019 0	Wadley Barron	Stickers!
483	May 03 2019 0	Cj Kelly, fasken, duck pond	There are plenty of benches but all of the parks are much better with
484	May 03 2019 0	Dennis the Menace	It gets too hot in the summertime for my kids to play after around
485	May 03 2019 0	Sidwell	I would like for the soccer fields to be maintained. The children are

486	May 03 2019 0	Faskin	Splash pad to be added
487	May 03 2019 0	Bill park	Better grass maintenance, new concrete for basketball court
488	May 03 2019 0	Windlands, Dennis the Menace	No sun shade and no bathrooms
489	May 03 2019 0	Bluebird park	We need more softball fields. MUGS and Hogan restrict use or
490	May 03 2019 0	Hogan park,love it for the open feeling it has as well as the dog park.	More trees. Shaded cover over playground. More benches.
491	May 03 2019 0	Fasken park and Greathouse Park	More shade!
492	May 03 2019 0	Not sure if it is owned by the city, but the preserve and Sibley. Also Windlands and Grafa and Fasken and Hill Park and the Duck pond	Not enough poke stops by the road
493	May 03 2019 0	Fasken Park	Need more pokestops near the roads
494	May 03 2019 0	Fasken, Essex, Trinity	Need more things to see. Pavilions and statues and stuff
495	May 03 2019 0	Beal	More slides
496	May 03 2019 0	C.J. Kelly Park	I would love to have more poke' stops and gyms - any and all that
497	May 03 2019 0	Fasken, Hill, Butler, Greathouse	All parks in Midland are simply playgrounds. Recreational areas for people to meet, relax, have a meal, play board games would be
498	May 03 2019 0	Windlands, Hill, Wadley Barron	I wish it was bigger ans not so close to the road. Kids like to explore
499	May 03 2019 0	Grafa Park but Dennis the Menace is now. New favorite.	Grounds not kept
500	May 03 2019 0	Fasken, Grafa, Greathouse	its small. need more trails
501	May 03 2019 0	Butler	Trash pick up more regularly, as overflowing trash cans at Faskin is
502	May 03 2019 0	Beale park	Wish there were more water features, splash pad etc.
503	May 03 2019 0	Fasken Park	Weeds
504	May 03 2019 0	Fasken □ Cowden□ Denice the menace	Trash
505	May 03 2019 0	Dennis the Menace and MUGs	More swings and more 3 and under play areas
506	May 03 2019 0	We love too many of them!	More shaded areas, repaired, trash checked more often
507	May 03 2019 0	Nolan Ryan Park	More shade!! Every park needs more shade and more□

508	May 03 2019	Hogain	Needs updating
509	May 03 2019	Hogan	The concrete walking path would be a softer gravel-like material.
510	May 03 2019	Dont have one..I like them all.	Some of the parks the grass is out of control with stickers. My
511	May 03 2019	Cowden park	More pavilions
512	May 03 2019	j.c. kelly, ulmer, fasken	Dog area
513	May 03 2019	too many to name - I love going to different ones, and prefer the ones with a bathroom that isn't locked. It doesn't happen often, but it has a couple of times.	More options for smaller children (under 3) and more parks with splash pads for summer
514	May 03 2019	CJ Kelly	They need more shade (fasken) and some need barriers or fencing
515	May 03 2019	Cowden park becuase it hasn't shade covers over the playground and has a small playground for little kids under 5	Stickers, weeds, no shade, no splash pads etc.
516	May 03 2019	Don’t know names.	The drainage system when it rains.
517	May 03 2019	sibley nature trail	Fire ants and dead grass
518	May 03 2019	Faskin & Dennis the Menace	Woodchips
519	May 03 2019	Fasken, Dennis the menace!	The lack of A concrete skating rink for hockey or roller skating or
520	May 03 2019	None	No sand volleyball courts
521	May 03 2019	Kiwanis	Fences by the playground for extra security.
522	May 03 2019	Fasken and Greathouse	It could use some statues or sculptures, and maybe some water
523	May 03 2019	Faskin, garfitta	I wish it were fully fenced-in on all sides
524	May 03 2019	Grafa	I would like grass, not dirt, gopher holes, and weeds.
525	May 03 2019	Opportunity park, Dennis the menace, Beal park	Add a pavilion and or other covered area. Update and/or repair playground equipment.
526	May 03 2019	Hill	There is no shelter or shade at the park. Could have better grass
527	May 03 2019	Fasken, Grafa, Butler, Kiwanis	More water for the baseball fields
528	May 03 2019	Dennis the Menace □ Fasken □ Hill park	The open area where kids can practice playing soccer/baseball/football

529	May 03 2019 0	Grafa but very excited about Dennis the Menace park reopening	Better soccer fields
530	May 03 2019 0	Beal	Too many holes from prairie dogs.
531	May 03 2019 1	Grafa	More shade structures over the equipment!
532	May 03 2019 1	Faskin	Eroding pond banks, not enough trees, grasses and shrubs,
533	May 03 2019 1	Fasken, greathouse, Cowden, grafa, Kiwanis	Stickers! They don’t keep the grounds safe from stickers
534	May 03 2019 1	They are terrible with stickers so none of them currently	It needs help on the field and some shade for the stands would be nice
535	May 03 2019 1	Grafa or Hill Park	Needs public restroom
536	May 03 2019 1	Essex	Large open areas nice playgrou d
537	May 03 2019 1	Hogan park	Windlands could definitely use a nice playground, and I wish they’d
538	May 03 2019 1	Butler	The grassy areas-full of stickers, weeds, holes, and not watered
539	May 03 2019 1	Butler Park / Fasken Park / Windlands Park	It needs an additional play set for toddlers who can’t safely play in the larger play set.
540	May 03 2019 1	Fasken, Hogan	Would like more benches or seating for those that can’t stand for
541	May 03 2019 1	Windlands Park	All facilities are showing thier age. No updates, restrooms terrible,
542	May 03 2019 1	Dennis the Menace	The soccer fields, community parks and some playgrounds need
543	May 03 2019 1	Butler	WIsh there were swings and splash pads
544	May 03 2019 1	Trinity	Weeds
545	May 03 2019 1	C.J. Kelly Park	Not much nice grass
546	May 03 2019 1	Windlands	Cleanliness
547	May 03 2019 1	Fasken	No bathrooms at graffa park,
548	May 03 2019 1	Butler park	Needs upgrades
549	May 03 2019 1	Hogan and Beal	Sometimes overcrowded
550	May 03 2019 1	Tumbleweed	Stickers, weeds, uneven grounds
551	May 03 2019 1	Wadley Barron	Wish all parks had a restroom
552	May 03 2019 1	Fasken, Grafa, CJ Kelly	Except for the playground, it's full of stickers and rocks...like all of the
553	May 03 2019 1	Spaceship in Greathouse	More shaded seating for parents
554	May 03 2019 0	C L Kelly	It needs a few more sub-sections. One of my dogs can be
555	May 03 2019 0	Greathouse Essex	Hard to find a little shade, grass around park has lots of stickers, few

5. Identify your top 10 park facilities/elements:

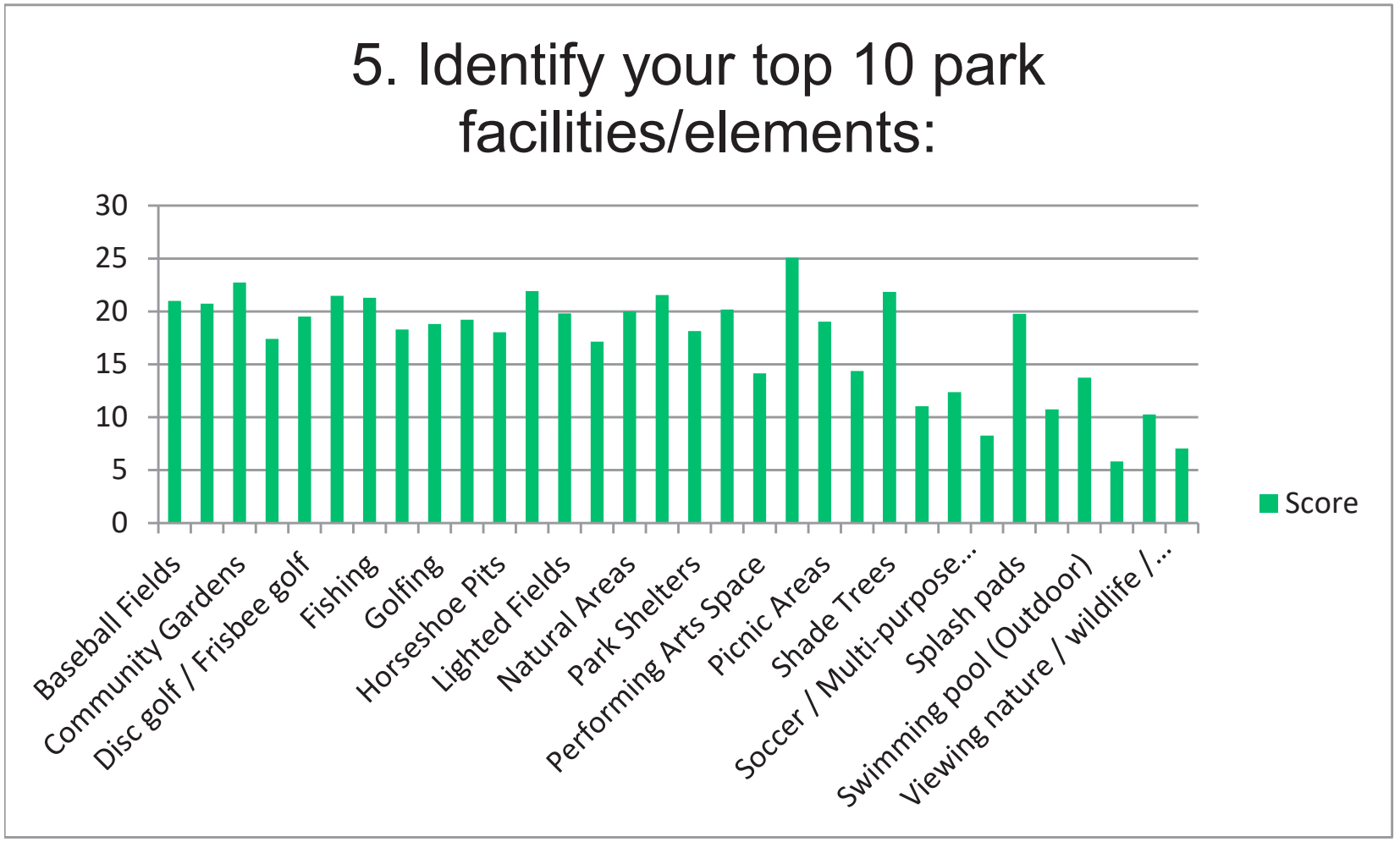
	1		2		3		4		5	
Baseball Fields	13.97%	64	5.24%	24	3.49%	16	5.02%	23	5.68%	26
Basketball (Outdoor Courts)	1.57%	7	8.99%	40	3.82%	17	4.49%	20	5.17%	23
Community Gardens	3.82%	18	5.10%	24	11.25%	53	7.86%	37	5.31%	25
BMX Park	1.84%	8	2.07%	9	1.15%	5	7.13%	31	4.83%	21
Disc golf / Frisbee golf	1.58%	7	2.03%	9	3.15%	14	4.05%	18	7.66%	34
Dog Park-Off Leash	5.18%	24	3.46%	16	3.89%	18	4.54%	21	4.32%	20
Fishing	3.45%	16	3.23%	15	1.94%	9	1.29%	6	3.66%	17
Football Fields	0.89%	4	2.45%	11	1.56%	7	1.78%	8	1.11%	5
Golfing	1.99%	9	3.75%	17	1.10%	5	1.99%	9	1.32%	6
Grills	0.22%	1	0.87%	4	1.74%	8	1.95%	9	1.95%	9
Horseshoe Pits	0.00%	0	0.42%	2	0.42%	2	0.42%	2	0.42%	2
Landscaping	4.21%	22	4.78%	25	5.35%	28	3.82%	20	4.78%	25
Lighted Fields	0.59%	3	3.56%	18	3.37%	17	3.17%	16	3.17%	16
Multi-purpose rooms	0.82%	4	1.23%	6	0.61%	3	0.61%	3	1.43%	7
Natural Areas	2.31%	12	2.69%	14	4.81%	25	4.62%	24	3.27%	17
Nature Trails	4.72%	25	6.60%	35	5.09%	27	6.98%	37	4.15%	22
Park Shelters	1.17%	6	0.98%	5	2.93%	15	4.88%	25	2.54%	13
Paved Multi-use Trails	5.05%	27	4.30%	23	4.11%	22	4.49%	24	5.98%	32
Performing Arts Space	1.83%	9	0.41%	2	1.02%	5	0.81%	4	1.83%	9
Playgrounds	31.03%	171	9.44%	52	9.07%	50	5.99%	33	4.36%	24
Picnic Areas	0.37%	2	6.15%	33	7.26%	39	3.72%	20	6.52%	35
Recreation Center (Indoor)	0.80%	4	1.19%	6	2.19%	11	1.99%	10	4.17%	21
Shade Trees	6.17%	34	13.43%	74	9.80%	54	7.44%	41	6.53%	36
Skate / Bike Park	3.27%	16	1.02%	5	0.61%	3	1.22%	6	0.82%	4
Soccer / Multi-purpose Fields	7.54%	38	1.39%	7	1.98%	10	2.58%	13	1.39%	7
Softball Fields	0.83%	4	1.04%	5	1.24%	6	0.62%	3	0.41%	2
Splash pads	5.13%	27	10.65%	56	8.94%	47	7.98%	42	7.60%	40
Swimming pool (Indoor)	1.01%	5	2.02%	10	2.43%	12	2.63%	13	3.04%	15
Swimming pool (Outdoor)	2.17%	11	3.35%	17	5.91%	30	3.94%	20	4.72%	24
Tennis Courts	0.21%	1	0.41%	2	0.41%	2	1.44%	7	1.44%	7
Viewing nature / wildlife / birding	0.57%	3	1.34%	7	2.29%	12	2.68%	14	3.82%	20
Volleyball (Sand Courts)	0.82%	4	1.43%	7	0.82%	4	2.25%	11	1.02%	5

6		7		8		9		10		11		12	
3.71%	17	3.06%	14	2.18%	10	2.62%	12	2.84%	13	4.15%	19	3.71%	17
5.84%	26	4.27%	19	4.49%	20	3.82%	17	2.70%	12	6.97%	31	4.94%	22
4.46%	21	6.37%	30	6.16%	29	5.73%	27	6.79%	32	4.88%	23	2.76%	13
2.76%	12	2.30%	10	3.68%	16	2.07%	9	2.76%	12	6.21%	27	6.21%	27
5.86%	26	3.60%	16	4.05%	18	3.83%	17	4.05%	18	4.95%	22	7.43%	33
11.45%	53	5.40%	25	4.54%	21	5.62%	26	4.10%	19	4.32%	20	4.75%	22
5.60%	26	14.01%	65	7.76%	36	6.68%	31	4.96%	23	3.45%	16	4.31%	20
1.34%	6	2.67%	12	13.36%	60	4.68%	21	4.01%	18	3.79%	17	5.79%	26
1.55%	7	1.99%	9	2.43%	11	15.45%	70	5.96%	27	4.19%	19	4.64%	21
1.52%	7	3.25%	15	3.69%	17	4.99%	23	16.70%	77	9.33%	43	5.64%	26
0.83%	4	1.46%	7	2.29%	11	1.67%	8	1.67%	8	24.17%	116	9.58%	46
3.06%	16	5.35%	28	3.63%	19	4.78%	25	3.25%	17	1.34%	7	18.16%	95
2.38%	12	2.97%	15	3.17%	16	3.76%	19	3.96%	20	2.57%	13	3.56%	18
1.02%	5	1.23%	6	3.07%	15	2.66%	13	2.45%	12	0.82%	4	1.43%	7
3.65%	19	4.23%	22	4.81%	25	4.04%	21	3.08%	16	1.54%	8	0.77%	4
5.47%	29	4.34%	23	4.72%	25	4.15%	22	3.77%	20	1.70%	9	0.75%	4
3.13%	16	3.52%	18	3.71%	19	3.13%	16	2.54%	13	3.13%	16	1.37%	7
4.86%	26	4.86%	26	3.36%	18	4.11%	22	5.61%	30	0.75%	4	0.75%	4
1.63%	8	2.04%	10	1.02%	5	2.65%	13	1.63%	8	0.81%	4	1.02%	5
3.63%	20	2.00%	11	2.00%	11	1.45%	8	2.00%	11	0.73%	4	0.54%	3
5.77%	31	4.10%	22	5.03%	27	4.66%	25	3.91%	21	0.74%	4	0.74%	4
3.78%	19	2.39%	12	2.58%	13	2.39%	12	2.58%	13	0.80%	4	0.99%	5
5.26%	29	5.26%	29	3.45%	19	1.81%	10	2.36%	13	1.45%	8	0.54%	3
1.02%	5	1.43%	7	1.43%	7	2.04%	10	1.22%	6	1.43%	7	0.20%	1
2.18%	11	1.98%	10	1.19%	6	0.99%	5	1.39%	7	0.00%	0	0.40%	2
1.04%	5	0.62%	3	0.83%	4	0.83%	4	0.21%	1	0.62%	3	1.04%	5
5.70%	30	3.23%	17	3.23%	17	2.47%	13	2.85%	15	1.14%	6	1.52%	8
4.25%	21	1.62%	8	1.62%	8	1.82%	9	2.23%	11	0.20%	1	0.81%	4
3.35%	17	4.53%	23	2.56%	13	2.17%	11	3.15%	16	1.38%	7	0.79%	4
1.64%	8	1.44%	7	0.62%	3	0.41%	2	1.03%	5	0.82%	4	0.41%	2
3.06%	16	4.02%	21	2.10%	11	2.87%	15	4.40%	23	1.34%	7	0.57%	3
2.66%	13	2.25%	11	2.25%	11	1.64%	8	1.23%	6	0.82%	4	1.02%	5

13		14		15		16		17		18		19	
2.62%	12	2.62%	12	3.93%	18	2.84%	13	1.97%	9	1.97%	9	2.84%	13
5.17%	23	2.70%	12	2.25%	10	3.15%	14	2.70%	12	2.25%	10	2.92%	13
2.34%	11	2.97%	14	0.85%	4	2.12%	10	2.34%	11	3.40%	16	0.00%	0
4.60%	20	4.14%	18	4.60%	20	2.07%	9	2.07%	9	3.22%	14	2.30%	10
6.53%	29	3.15%	14	4.05%	18	3.60%	16	2.70%	12	2.48%	11	2.03%	9
5.62%	26	5.62%	26	4.10%	19	2.38%	11	1.30%	6	2.16%	10	0.86%	4
5.82%	27	6.03%	28	4.53%	21	3.02%	14	3.88%	18	1.29%	6	0.65%	3
4.90%	22	4.90%	22	7.57%	34	8.69%	39	2.45%	11	3.34%	15	2.00%	9
3.75%	17	4.42%	20	4.19%	19	6.84%	31	8.17%	37	3.31%	15	3.75%	17
4.34%	20	4.34%	20	4.34%	20	4.56%	21	7.38%	34	6.07%	28	1.52%	7
6.04%	29	4.79%	23	5.42%	26	4.79%	23	5.63%	27	7.08%	34	5.63%	27
6.31%	33	4.59%	24	3.06%	16	3.44%	18	4.21%	22	2.68%	14	3.63%	19
20.59%	104	7.33%	37	4.75%	24	3.96%	20	2.38%	12	4.16%	21	5.54%	28
2.66%	13	24.95%	122	9.20%	45	5.93%	29	3.27%	16	5.32%	26	6.54%	32
1.73%	9	2.50%	13	19.62%	102	6.73%	35	4.42%	23	4.42%	23	4.23%	22
1.32%	7	0.75%	4	2.08%	11	18.30%	97	5.09%	27	3.58%	19	2.45%	13
1.56%	8	2.15%	11	0.59%	3	2.34%	12	23.44%	120	7.81%	40	5.66%	29
1.31%	7	1.31%	7	0.56%	3	1.50%	8	1.12%	6	17.76%	95	6.92%	37
0.61%	3	0.41%	2	1.22%	6	0.61%	3	2.04%	10	1.63%	8	26.88%	132
0.73%	4	0.54%	3	0.73%	4	0.18%	1	0.73%	4	0.36%	2	0.54%	3
1.12%	6	0.74%	4	0.56%	3	0.37%	2	0.56%	3	0.74%	4	1.12%	6
0.80%	4	0.99%	5	0.80%	4	0.99%	5	0.60%	3	0.99%	5	0.80%	4
0.73%	4	0.73%	4	0.73%	4	0.73%	4	0.73%	4	0.00%	0	1.09%	6
0.20%	1	0.20%	1	0.20%	1	0.00%	0	0.61%	3	1.22%	6	1.02%	5
0.00%	0	0.40%	2	0.40%	2	0.60%	3	0.60%	3	0.40%	2	0.40%	2
0.21%	1	0.62%	3	0.00%	0	0.00%	0	0.83%	4	0.41%	2	0.00%	0
0.19%	1	0.95%	5	0.57%	3	0.19%	1	0.57%	3	0.19%	1	0.00%	0
1.01%	5	0.81%	4	0.61%	3	0.61%	3	0.61%	3	0.61%	3	0.81%	4
1.38%	7	0.20%	1	0.98%	5	1.18%	6	0.00%	0	0.59%	3	0.59%	3
0.00%	0	0.21%	1	0.62%	3	0.41%	2	0.21%	1	0.21%	1	0.00%	0
0.76%	4	0.76%	4	0.76%	4	0.19%	1	0.38%	2	0.96%	5	0.96%	5
1.02%	5	0.41%	2	0.61%	3	0.82%	4	1.02%	5	0.61%	3	0.20%	1

20		21		22		23		24		25		26	
6.77%	31	1.75%	8	2.84%	13	2.84%	13	1.31%	6	1.09%	5	1.53%	7
2.92%	13	4.04%	18	1.12%	5	3.82%	17	2.70%	12	1.57%	7	0.90%	4
2.55%	12	1.91%	9	2.12%	10	1.70%	8	1.06%	5	0.21%	1	0.85%	4
2.30%	10	4.37%	19	3.22%	14	2.30%	10	2.07%	9	1.84%	8	0.69%	3
2.25%	10	2.70%	12	2.25%	10	2.03%	9	1.58%	7	0.90%	4	0.90%	4
2.16%	10	1.30%	6	1.08%	5	1.51%	7	0.65%	3	1.30%	6	0.86%	4
1.51%	7	2.37%	11	1.72%	8	0.65%	3	0.43%	2	1.51%	7	0.00%	0
1.11%	5	1.11%	5	2.00%	9	2.90%	13	1.34%	6	0.89%	4	1.34%	6
2.43%	11	0.66%	3	2.43%	11	0.66%	3	1.10%	5	1.77%	8	1.32%	6
2.60%	12	0.65%	3	1.74%	8	2.17%	10	0.87%	4	1.08%	5	0.43%	2
3.75%	18	3.54%	17	1.04%	5	2.08%	10	0.83%	4	0.63%	3	1.46%	7
2.68%	14	2.68%	14	1.53%	8	0.76%	4	0.76%	4	0.38%	2	0.38%	2
2.77%	14	3.56%	18	2.97%	15	1.58%	8	1.19%	6	0.59%	3	0.40%	2
7.16%	35	3.68%	18	4.09%	20	2.86%	14	1.84%	9	0.61%	3	0.82%	4
4.23%	22	4.04%	21	3.46%	18	2.31%	12	0.77%	4	0.38%	2	0.38%	2
3.02%	16	3.21%	17	2.64%	14	1.70%	9	1.89%	10	0.57%	3	0.19%	1
5.08%	26	5.27%	27	4.30%	22	3.32%	17	1.95%	10	1.56%	8	0.39%	2
5.42%	29	4.49%	24	3.55%	19	2.62%	14	2.24%	12	1.68%	9	0.56%	3
8.15%	40	7.54%	37	7.74%	38	7.13%	35	5.09%	25	6.52%	32	2.85%	14
11.98%	66	3.99%	22	2.36%	13	2.18%	12	2.00%	11	0.36%	2	0.73%	4
2.42%	13	18.62%	100	7.08%	38	5.77%	31	4.28%	23	2.79%	15	2.42%	13
1.19%	6	2.78%	14	26.64%	134	11.33%	57	9.34%	47	6.76%	34	3.78%	19
0.54%	3	0.73%	4	1.09%	6	15.25%	84	5.08%	28	4.17%	23	2.54%	14
0.61%	3	0.41%	2	1.84%	9	3.47%	17	32.24%	158	15.31%	75	9.80%	48
0.79%	4	0.40%	2	0.99%	5	1.59%	8	2.58%	13	33.13%	167	14.29%	72
0.62%	3	0.62%	3	0.41%	2	0.41%	2	1.24%	6	2.07%	10	40.46%	195
0.76%	4	0.38%	2	0.76%	4	0.38%	2	0.57%	3	0.38%	2	0.38%	2
0.61%	3	0.20%	1	0.20%	1	0.40%	2	1.01%	5	1.21%	6	2.43%	12
0.39%	2	0.98%	5	0.39%	2	0.79%	4	0.79%	4	0.79%	4	1.18%	6
0.21%	1	1.03%	5	0.21%	1	0.21%	1	1.03%	5	0.21%	1	1.85%	9
0.57%	3	0.38%	2	0.38%	2	0.76%	4	1.72%	9	1.34%	7	0.76%	4
0.82%	4	0.61%	3	0.20%	1	0.41%	2	1.23%	6	0.61%	3	0.61%	3

27		28		29		30		31		32		Total	Score
2.18%	10	0.44%	2	1.53%	7	1.31%	6	1.09%	5	0.87%	4	458	21.01
0.90%	4	1.12%	5	0.45%	2	0.45%	2	0.90%	4	0.90%	4	445	20.74
2.12%	10	1.27%	6	0.21%	1	0.21%	1	0.64%	3	0.64%	3	471	22.72
2.30%	10	2.76%	12	2.30%	10	1.15%	5	3.22%	14	5.52%	24	435	17.39
2.48%	11	1.13%	5	2.70%	12	0.68%	3	2.70%	12	0.90%	4	444	19.51
1.73%	8	1.08%	5	0.65%	3	1.08%	5	0.65%	3	2.38%	11	463	21.46
2.37%	11	0.86%	4	0.65%	3	1.94%	9	0.22%	1	0.22%	1	464	21.3
2.23%	10	2.45%	11	2.00%	9	2.23%	10	1.56%	7	1.56%	7	449	18.28
1.32%	6	1.77%	8	1.99%	9	1.10%	5	1.10%	5	1.55%	7	453	18.81
1.30%	6	0.65%	3	1.30%	6	0.87%	4	1.08%	5	0.87%	4	461	19.21
0.83%	4	0.63%	3	0.83%	4	0.21%	1	0.63%	3	0.83%	4	480	18.04
0.19%	1	0.00%	0	0.19%	1	0.00%	0	0.00%	0	0.00%	0	523	21.92
0.40%	2	0.20%	1	0.59%	3	0.40%	2	0.40%	2	0.00%	0	505	19.8
0.41%	2	0.61%	3	1.02%	5	0.41%	2	0.41%	2	0.82%	4	489	17.13
0.19%	1	0.38%	2	0.19%	1	0.00%	0	0.00%	0	0.19%	1	520	20.01
0.19%	1	0.19%	1	0.00%	0	0.19%	1	0.19%	1	0.00%	0	530	21.54
0.78%	4	0.59%	3	0.20%	1	0.00%	0	0.00%	0	0.00%	0	512	18.13
0.37%	2	0.19%	1	0.19%	1	0.00%	0	0.00%	0	0.00%	0	535	20.16
1.43%	7	0.41%	2	1.02%	5	0.41%	2	0.81%	4	0.81%	4	491	14.14
0.18%	1	0.00%	0	0.18%	1	0.00%	0	0.00%	0	0.00%	0	551	25.06
1.68%	9	0.37%	2	0.37%	2	0.00%	0	0.00%	0	0.00%	0	537	19.03
2.98%	15	0.80%	4	1.19%	6	0.80%	4	0.40%	2	0.20%	1	503	14.38
1.45%	8	0.73%	4	0.18%	1	0.00%	0	0.00%	0	0.00%	0	551	21.84
6.12%	30	3.47%	17	2.65%	13	2.04%	10	2.04%	10	0.82%	4	490	11.05
8.93%	45	4.96%	25	2.98%	15	1.59%	8	1.39%	7	0.60%	3	504	12.36
16.80%	81	13.28%	64	6.02%	29	3.32%	16	1.24%	6	2.07%	10	482	8.27
23.00%	121	6.08%	32	2.66%	14	1.14%	6	0.38%	2	0.00%	0	526	19.76
1.62%	8	40.69%	201	14.57%	72	5.06%	25	2.23%	11	1.01%	5	494	10.75
1.18%	6	2.76%	14	34.84%	177	10.83%	55	1.97%	10	0.20%	1	508	13.74
1.23%	6	2.67%	13	4.93%	24	53.59%	261	17.45%	85	3.49%	17	487	5.82
0.96%	5	1.15%	6	1.72%	9	3.82%	20	45.32%	237	7.27%	38	523	10.28
1.02%	5	1.02%	5	1.43%	7	1.64%	8	4.51%	22	62.91%	307	488	7.04
												Answere	**591**

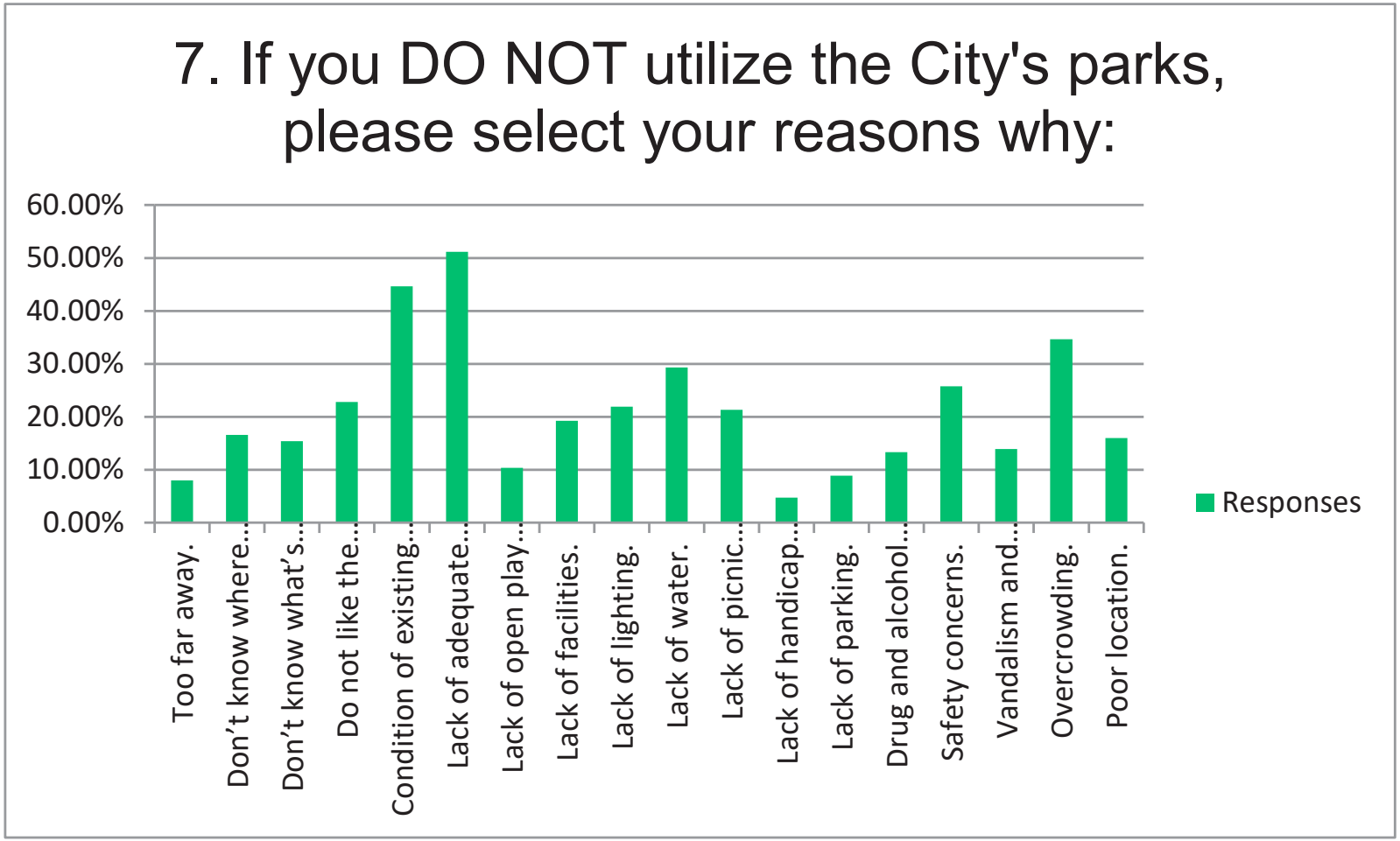

5. Identify your top 10 park facilities/elements:
30
25
20
15
10
5
0
Baseball Fields
Community Gardens
Disc golf / Frisbee golf
Fishing
Golfing
Horseshoe Pits
Lighted Fields
Natural Areas
Park Shelters
Performing Arts Space
Picnic Areas
Shade Trees
Soccer / Multi-purpose...
Splash pads
Swimming pool (Outdoor)
Viewing nature / wildlife /...
Score

6. Please rank the City's performance in providing the following park facilities/elements.

	SATISFIED		No Opinion		DISSATISFIED		Total
Baseball Fields	30.87%	184	50.50%	301	18.62%	111	596
Basketball (Outdoor Courts)	13.66%	81	62.56%	371	23.78%	141	593
Community Gardens	8.78%	52	42.40%	251	48.82%	289	592
BMX Park	9.26%	55	76.94%	457	13.80%	82	594
Disc golf / Frisbee golf	19.97%	118	65.82%	389	14.21%	84	591
Dog Park-Off Leash	33.73%	200	49.75%	295	16.53%	98	593
Fishing	15.01%	89	54.81%	325	30.19%	179	593
Football Fields	29.56%	175	60.47%	358	9.97%	59	592
Golfing	26.66%	157	59.25%	349	14.09%	83	589
Grills	12.24%	72	65.82%	387	21.94%	129	588
Horseshoe Pits	4.41%	26	78.27%	461	17.32%	102	589
Landscaping	20.34%	120	23.73%	140	55.93%	330	590
Multi-purpose rooms	5.93%	35	62.03%	366	32.03%	189	590
Natural Areas	21.39%	126	30.39%	179	48.22%	284	589
Nature Trails	25.08%	148	24.24%	143	50.68%	299	590
Park Shelters	12.27%	72	39.86%	234	47.87%	281	587
Paved Multi-use Trails	18.77%	110	33.79%	198	47.44%	278	586
Performing Arts Space	9.12%	53	62.48%	363	28.40%	165	581
Playgrounds	54.67%	322	12.05%	71	33.28%	196	589
Picnic Areas	29.64%	174	26.41%	155	43.95%	258	587
Recreation Center (Indoor)	5.63%	33	54.61%	320	39.76%	233	586
Shade Trees	15.70%	92	12.80%	75	71.50%	419	586
Skate / Bike Park	10.46%	61	68.10%	397	21.44%	125	583
Soccer / Multi-purpose Fields	21.77%	128	53.91%	317	24.32%	143	588
Softball Fields	18.66%	109	66.78%	390	14.55%	85	584
Splash pads	12.20%	72	27.80%	164	60.00%	354	590
Swimming pool (Indoor)	13.48%	79	50.34%	295	36.18%	212	586
Swimming pool (Outdoor)	27.94%	164	37.99%	223	34.07%	200	587
Tennis Courts	18.38%	107	64.95%	378	16.67%	97	582
Viewing nature / wildlife / birding	24.74%	144	41.75%	243	33.51%	195	582
Volleyball (Sand Courts)	5.84%	34	71.48%	416	22.68%	132	582
							Answered
							Skipped

7. If you DO NOT utilize the City's parks, please select your reasons why:

Answer Choices	Responses	
Too far away.	7.99%	27
Don’t know where they are.	16.57%	56
Don’t know what’s there.	15.38%	52
Do not like the facilities offered.	22.78%	77
Condition of existing facilities/equipment.	44.67%	151
Lack of adequate restrooms.	51.18%	173
Lack of open play areas.	10.36%	35
Lack of facilities.	19.23%	65
Lack of lighting.	21.89%	74
Lack of water.	29.29%	99
Lack of picnic facilities.	21.30%	72
Lack of handicap access.	4.73%	16
Lack of parking.	8.88%	30
Drug and alcohol usage.	13.31%	45
Safety concerns.	25.74%	87
Vandalism and graffiti.	13.91%	47
Overcrowding.	34.62%	117
Poor location.	15.98%	54
	Answered	**338**
	Skipped	**264**


7. If you DO NOT utilize the City's parks, please select your reasons why:
60.00%
50.00%
40.00%
30.00%
20.00%
10.00%
0.00%
Too far away.
Don't know where...
Don't know what's...
Do not like the...
Condition of existing...
Lack of adequate...
Lack of open play...
Lack of facilities.
Lack of lighting.
Lack of water.
Lack of picnic...
Lack of handicap...
Lack of parking.
Drug and alcohol...
Safety concerns.
Vandalism and...
Overcrowding.
Poor location.
Responses

8. Do you travel outside of Midland to participate in recreational activities? If yes, what activity do you primarily participate in outside of the City?

Answered	**451**
Skipped	**151**

Respondents	Response Date	Responses	Tags
1	Jul 15 2019 09	Baseball	
2	Jul 15 2019 12	YesW	Waterparks
3	Jul 14 2019 10	N/a	
4	Jul 14 2019 09	Baseball. Other cities have much better fields	
5	Jul 14 2019 08	Baseball	
6	Jul 14 2019 07	Yes we go to baseball tournament in Lubbock, San Angelo, Hobbs, Dallas, Austin, San Antonio and they all have these amazing baseball complexes that make all ours look embarrassing.	
7	Jul 14 2019 12	Baseball	
8	Jul 14 2019 12	Fishing, camping, hiking, etc...	
9	Jul 13 2019 11	Baseball Tournaments!! We need to offer more so people want to play in Midland!! Turf fields !!!	
10	Jul 13 2019 10	Yes, swimming & baseball.	
11	Jul 13 2019 09	Baseball	
12	Jul 13 2019 03	We travel to DFW frequently and many parks there have lots of shade as well as play grounds and free small splash pads available	
13	Jul 13 2019 12	Baseball tournaments	
14	Jul 13 2019 11	Zoos, lakes, hiking	
15	Jul 13 2019 10	Baseball, Volleyball	
16	Jul 13 2019 09	Yes club soccer our tournaments and games are in Arlington We actually play for a team in Odessa as many others do cause of the poor relationship between the City of Midland MSA and North Texas	
17	Jul 08 2019 10	Camping	
18	Jul 08 2019 08	No	
19	Jul 08 2019 11	Swimming, volleyball	
20	Jul 07 2019 10	Children’s activities and playgrounds, arboretum, museums, indoor playgrounds	

21	Jul 07 2019 09	No
22	Jul 07 2019 08	Indoor water parks. We have driven 12+ hours just to go to a good one in Branson, Missouri two times in the last year. We are going to one outside of Dallas later this month. Midland needs something for the younger kids to do.
23	Jul 07 2019 06	Zoo
24	Jul 05 2019 09	Hiking
25	Jul 04 2019 10	Hiking / swimming
26	Jul 03 2019 09	Watch granddaughter play softball.
27	Jul 03 2019 09	No
28	Jul 03 2019 08	No
29	Jul 03 2019 07	No
30	Jul 03 2019 06	Odessa. Volleyball.
31	Jul 03 2019 06	Botanical gardens, hiking,
32	Jul 03 2019 05	Basketball, running and volleyball
33	Jul 03 2019 03	Running
34	Jul 03 2019 02	Yes. Children's museum like the Science Spectrum, the Doseum, soft play areas for the littles, places like Main Event, mini golf, zoos, aquariums, etc
35	Jul 03 2019 09	no
36	Jul 03 2019 04	UTPB Jungle Splashy pad in Odessa
37	Jul 02 2019 07	Splash pads
38	Jul 02 2019 07	Indoor Volleyball
39	Jul 02 2019 07	Hiking and trail running
40	Jul 01 2019 11	Soccer tournaments
41	Jul 01 2019 10	No
42	Jul 01 2019 08	Biking, swimming
43	Jul 01 2019 11	Yes, lake, hiking, fishing, hunting, sports club
44	Jun 30 2019 1	Children-related activities: trampoline park, science spectrum, etc.
45	Jun 30 2019 0	Soccer - recreational, academy, & club
46	Jun 30 2019 1	Jumping parks, swimming, camping, driving range facilities, soccer
47	Jun 30 2019 0	Lake activities, outdoor activities I.e. rock climbing, half marathons, triathlons, zoo, trampoline parks, American ninja warrior parks,
48	Jun 29 2019 1	Baseball

49	Jun 29 2019	0	Yes, baseball and soccer
50	Jun 29 2019	0	Hiking, fishing, biking, running
51	Jun 29 2019	0	Fishing, hiking, water sports
52	Jun 28 2019	0	Cycling
53	Jun 28 2019	1	Biking Trail walking
54	Jun 28 2019	0	Yes, several of my friends and I travel to places like Odessa, Lamesa, Big Spring and Lubbock for dis
55	Jun 28 2019	0	Austin
56	Jun 28 2019	0	Vacation
57	Jun 27 2019	1	Yes- shopping, volleyball,
58	Jun 27 2019	1	Soccer
59	Jun 27 2019	0	Baseball tournaments
60	Jun 27 2019	0	Yes, run, swim, ride bikes, triathlons, bike events
61	Jun 27 2019	0	Swimming running
62	Jun 27 2019	0	Science spectrum
63	Jun 27 2019	0	Swimming and Hiking
64	Jun 27 2019	0	I enjoy swimming and biking in other places because there is nowhere to enjoy this here
65	Jun 27 2019	0	Running-- Lady Bird Lake Austin
66	Jun 27 2019	1	Mountain biking
67	Jun 27 2019	1	We visit the Abilene Zoo often.
68	Jun 27 2019	0	Mountain Biking on dirt trails
69	Jun 27 2019	0	No
70	Jun 27 2019	0	Festivals
71	Jun 27 2019	0	Yes, Dallas, Houston, Austin, San Antonio
72	Jun 27 2019	0	Camping and hiking
73	Jun 27 2019	0	Zoo
74	Jun 27 2019	0	Hiking/ camping
75	Jun 27 2019	0	No
76	Jun 27 2019	0	I run half and full marathons in other cities. Lubbock and Dallas have indoor obstacle courses that we
77	Jun 27 2019	0	None
78	Jun 27 2019	1	Odessa Adult Sand Volleyball League. Hockey in Odessa.
79	Jun 26 2019	1	Yes, soccer. Every weekend

80	Jun 26 2019	1	I have traveled to other cities in Texas to see arboretum and garden activities and seasonal festivals. Overall, the others that I've traveled to have better equipment and such.
81	Jun 26 2019	1	No
82	Jun 26 2019	1	Running events (ie half marathons, 10K)
83	Jun 26 2019	1	Yes - swimming/splash pad
84	Jun 26 2019	1	Camping/fishing
85	Jun 26 2019	1	Nice parks for grandchildren to play, zoos, water parks, theater, soccer and base all leagues etc
86	Jun 26 2019	1	No
87	Jun 26 2019	1	Hiking, fishing, running outdoors, tennis tournaments, music events
88	Jun 26 2019	1	Yes. We go to other cities community pools, indoor pool and indoor rec facilities
89	Jun 26 2019	1	No
90	Jun 26 2019	1	Lubbock San Angelo hobbs
91	Jun 26 2019	1	NA
92	Jun 26 2019	1	Fishing
93	Jun 26 2019	1	No
94	Jun 26 2019	1	Zoo, museums
95	Jun 26 2019	0	Hiking nature and paved trails
96	Jun 26 2019	0	Hiking, trail walking.
97	Jun 26 2019	0	Water parks, lakes, outdoor skating
98	Jun 26 2019	0	Viewing nature
99	Jun 26 2019	0	Stanton
100	Jun 26 2019	0	Fishing, boating
101	Jun 26 2019	0	Yes, to state parks with lakes for swimming and fishing.
102	Jun 26 2019	0	Water sports
103	Jun 26 2019	0	Yes; Baseball
104	Jun 26 2019	0	Baseball tournaments
105	Jun 26 2019	0	Walking/running trails
106	Jun 26 2019	0	N/a
107	Jun 26 2019	0	No
108	Jun 26 2019	0	No
109	Jun 26 2019	0	Golf, dog parks, disc golf
110	Jun 26 2019	0	No

111	Jun 26 2019 0	Camping, SeaWorld, Trampoline parks, lake, water parks, etc
112	Jun 26 2019 0	Yes, golfing, swimming, running, tennis
113	Jun 26 2019 0	Softball & Volleyball
114	Jun 26 2019 0	Softball
115	Jun 26 2019 0	No
116	Jun 26 2019 0	Yes, Fishing, Hiking, Backpacking, Kayaking, Canoeing, and Camping
117	Jun 26 2019 0	Baseball, golf
118	Jun 26 2019 0	Run trail at UTPB, Memorial Gardens, splash pad
119	Jun 26 2019 0	No
120	Jun 26 2019 0	No
121	Jun 26 2019 0	No
122	Jun 26 2019 0	Splash pads
123	Jun 26 2019 0	Disc GolfHiking
124	Jun 26 2019 0	Yes sports
125	Jun 26 2019 0	Yes, hiking and nature trails and mountain biking!
126	Jun 26 2019 0	Yes both my children played soccer at one point facilities out of town were always nicer
127	Jun 26 2019 0	No
128	Jun 26 2019 0	Movie night at the park, festivals, Ice cream socials, farmers markets, art shows, acoustic open mic night, live music, any music playing on speakers,
129	Jun 26 2019 0	Kayaking
130	Jun 26 2019 0	No
131	Jun 26 2019 0	Fishing
132	Jun 26 2019 0	No
133	Jun 26 2019 0	No
134	Jun 26 2019 0	fishing, swimming or camping.
135	Jun 26 2019 0	Not really
136	Jun 26 2019 0	Music/food festivals held in parks.
137	Jun 26 2019 0	Kayaking, tubing, 4-wheeling, live music performance, dancing, bonfire
138	Jun 26 2019 0	Biking, hiking, kayaking, mountain biking
139	Jun 26 2019 0	Nature walking trails
140	Jun 26 2019 0	Yes, baseball
141	Jun 26 2019 0	No

142	Jun 26 2019	0	Baseball tournaments.
143	Jun 26 2019	0	Baseball tournament
144	Jun 26 2019	0	softball
145	Jun 26 2019	0	No
146	Jun 26 2019	0	No
147	Jun 26 2019	0	Yes, unfortunately I have to dedicate time twice per month so that I can fulfill my need for nature and exercise. I ride my back 10-20 miles in various places in Fort Worth. I go hiking, kayaking, jogging, golfing, I do yoga. Then I drive back here on Sunday and feel depressed about living here. The going theme here is “everything is just okay.”
148	Jun 26 2019	0	Water parks, basketball tournaments volleyball tournaments
149	Jun 26 2019	0	Walking trails
150	Jun 26 2019	0	Theme parks, aquarium, and bike trails.
151	Jun 26 2019	0	Yes - primarily camping, fishing and hiking
152	Jun 26 2019	0	Travel outside of Midland almost every weekend from Jan-Jul for baseball. Very few tournaments can be held here due to the conditions of the fields. Sad that we have to give our money to other cities that are willing to invest in their fields and facilities.
153	Jun 26 2019	0	Splash pad, swimming, soccer
154	Jun 26 2019	0	No
155	Jun 26 2019	0	Camping
156	Jun 26 2019	0	Kayaking, fishing, dog parks.
157	Jun 26 2019	0	Indoor toddler activities - trampoline, toddler indoor play areas
158	Jun 26 2019	0	Baseball
159	Jun 26 2019	0	Yes
160	Jun 26 2019	0	Yes, Texas Hill Country - children's museum, yogi bear parks, glow in the dark miniature golf, top golf
161	Jun 26 2019	0	no
162	Jun 26 2019	0	No
163	Jun 26 2019	0	Hiking, playgrounds, biking, fishing, kayaking, walking, etc
164	Jun 23 2019	0	On ocassion. Mainly for bay fishing. But don't believe Midland leaders can provide that here.
165	Jun 17 2019	1	Fishing
166	Jun 13 2019	0	No
167	Jun 12 2019	0	no
168	Jun 10 2019	0	water park, NRH2O

169	Jun 09 2019 0	Road bikingHiking
170	Jun 09 2019 0	Odessa skate park is better for childrenWhen in Austin there are safe places to bike not on roads
171	Jun 07 2019 0	BMX
172	Jun 07 2019 0	na
173	Jun 07 2019 1	Yes. Water parks and bike parks
174	Jun 07 2019 0	N/a
175	Jun 06 2019 1	Hiking, camping, rockhounding
176	Jun 06 2019 1	Lacrosse tournaments and games. Lacrosse us fastest growing sport in USA. We need a dedicated field for lacrosse that would be available to local lacrosse teams. Please help us.
177	Jun 06 2019 0	Yes, I travel to birthday & etc... parties where that city has oversized covered, carport with cement picnic tables cemented down to ground over 20 tables and it's free to the citizens to use, first come first serve to use for birthday, graduation Or bbq parties and it's close to outdoor swimming pool. The city major and city council love their citizens. It's awesome! And if it's full their are picnic tables under trees with bbq pits. Very family oriented community.
178	Jun 06 2019 0	No
179	Jun 06 2019 0	Not yet. But the baseball fields especially need some help here. Especially Reyes marshburn.
180	Jun 06 2019 0	No
181	Jun 06 2019 0	Yes, camping
182	Jun 06 2019 0	Bmx at the odessa skatepark, their park is large enough to keep park traffic at a minimum, although their park also needs more things it is still 10 times better than the midland skatepark
183	Jun 06 2019 0	Hiking, canoeing, boating, fishing
184	Jun 06 2019 0	Paddle boarding, park yoga, playing at splash pads, riding challenging bike trails
185	Jun 06 2019 0	San angelo, tx San Antonio Austin Diversity is needed
186	Jun 06 2019 0	No
187	Jun 06 2019 0	Soccer, our facilities on all parks are horribly maintained.
188	Jun 06 2019 0	Yes. We will Go to lubbock & San Angelo on day trips just for their city parks that are much better maintained & have shade. The parks in midland that have recently been renovated do have some nice playground equipment, but no shade whatsoever. During the heat of the summer it is awful to be out there. Cant understand why millions was poured into new equipment without a thought of some sort of shade
189	Jun 06 2019 0	Baseball, fishing, hiking

190	Jun 06 2019 0	BMX. I travel all over Texas to ride different skateparks. Midland can use another skatepark.
191	Jun 06 2019 0	Swimming and skateparks
192	Jun 06 2019 0	Yes, soccer games/tournaments
193	Jun 06 2019 1	Skateboarding Disc golf Walking trails
194	Jun 06 2019 1	Altitude in Odessa
195	Jun 06 2019 1	Yes, a large group us us in Midland and Odessa travel to ride BMX all over TX and NM
196	Jun 06 2019 1	Skateboarding
197	Jun 06 2019 0	Skateboarding
198	Jun 06 2019 0	Lubbock Dallas for sports!!! Our sport fields are AWFUL
199	Jun 06 2019 0	Snowboarding, skateboarding, better parks
200	Jun 06 2019 1	Yes. Odessa MTB park
201	Jun 05 2019 1	Skateboarding
202	Jun 05 2019 1	Odessa. Due to midland doesn't have any areas for anyone to play football 🏈
203	Jun 05 2019 1	Yes. Hiking, road biking, kayaking.
204	Jun 05 2019 1	N/A
205	Jun 05 2019 1	No
206	Jun 05 2019 1	Yes- for splash pads, water parks, zoos, aquariums, go karts- most family friendly activities are either not available in Midland or are too overcrowded
207	Jun 05 2019 1	Skateboarding/Hiking/ Nature Walks
208	Jun 05 2019 1	No
209	Jun 05 2019 1	Jeeping and Camping
210	Jun 05 2019 1	Skate parks and soccer tournaments. Nature preserves and water parks.
211	Jun 05 2019 1	Fishing
212	Jun 05 2019 0	Skateboarding
213	Jun 05 2019 0	Skateboarding and BMX
214	Jun 05 2019 0	Play at good clean parks with variaty
215	Jun 05 2019 0	Cycling—-mountain and road bike
216	Jun 05 2019 0	Canyon or San Angelo
217	Jun 05 2019 0	Yes. Kayaking, sailing, fishing, hiking
218	Jun 05 2019 0	Yes. Climbing and biking
219	Jun 05 2019 1	Softball tournaments
220	Jun 05 2019 0	Camping, fishing

221	Jun 04 2019	1	Hiking and nature trails.
222	Jun 04 2019	1	Fishing
223	Jun 04 2019	1	Aquatic activities. Doug Russell is way too nasty (poor design in locker rooms) and Washington is too far on other side of town.
224	Jun 04 2019	0	No
225	Jun 04 2019	0	Splash pads in Odessa
226	Jun 04 2019	0	Boating
227	Jun 04 2019	0	Biking, mountain biking
228	Jun 04 2019	0	Zoos, waterparks, shopping, putt putt
229	Jun 04 2019	0	Yes, lake swimming
230	Jun 04 2019	0	No
231	Jun 04 2019	0	Kayaking biking hiking biking biking
232	Jun 04 2019	0	Yes, dog parks, camping, kayaking,
233	Jun 04 2019	0	Biking, hiking, fishing, camping and kayaking
234	Jun 04 2019	0	Theme parks, zoo, aquarium
235	Jun 04 2019	1	Yes, running trails
236	Jun 04 2019	1	Volleyball (indoor), swim meets (indoor and outdoor)
237	Jun 04 2019	1	Boating and fishing
238	Jun 04 2019	1	Dock diving with my dogs, hiking, biking, fishing
239	Jun 04 2019	0	Hiking, boating, golfing
240	Jun 04 2019	0	Odessa
241	Jun 04 2019	0	Na
242	Jun 04 2019	0	Hiking, volleyball (indoor, grass and sand), splash pads
243	Jun 04 2019	0	Road and mountain biking. Both are dangerous and low quality in Midland.
244	Jun 04 2019	0	Mountain biking
245	Jun 04 2019	0	No
246	Jun 04 2019	0	Bicycling
247	Jun 03 2019	1	N/A
248	Jun 03 2019	1	Yes, splash pads, pools, parks, children’s museums and lakes in other areas
249	Jun 03 2019	1	Hiking and cycling
250	Jun 03 2019	0	Yes, running and cycling

251	Jun 03 2019 0	We like to visit the Sandhills in Monahans, Ski in Ruidoso, Hike and Bicycle in New Mexico, Bicycle in the Texas Hill Country, swim at Balmorhea, Camp all over, but like Ft. Davis area and Big Bend.
252	Jun 03 2019 0	Bike trails
253	Jun 03 2019 0	Bicycle riding
254	Jun 03 2019 0	Yes. Balmorrhea
255	Jun 03 2019 0	Trail bike riding, camping, scuba diving, hiking
256	Jun 03 2019 0	Yes, camping and hiking
257	Jun 03 2019 0	Baseball
258	Jun 03 2019 0	Baseball
259	Jun 03 2019 0	no
260	May 19 2019 0	Yes. Dallas, San Antonio
261	May 15 2019 1	Yes. Golf.
262	May 14 2019 1	Yes, basketball, biking
263	May 14 2019 0	Bicycling
264	May 14 2019 0	No
265	May 14 2019 0	No
266	May 14 2019 0	Yes, we travel to the indoor rec centers as far away as DFW and Hobbs. We have the COM but it is not made for recreational purposes, it is for swimming exercise and is not a comfortable fit for families who just want to have fun. It is also very hard to schedule things there because of the staff and how little information is provided on the website or on the phone. We want more water play things throughout the city. We love Doug Russell and Washington! Top notch facilities! I also don't understand why most of the baseball and softball fields and batting cage areas are locked up so that you have to be in a league to practice there. There are few open fields that aren't covered in stickers or overgrowth. WHen we lived in DFW, open fields with backstops, goals, etc were always within a few miles of one another. I miss that. And it really makes it hard on parents who want to exercise and practice with their kids before they join a league, or they want to practice outside of league
267	May 14 2019 0	yes, swim
268	May 14 2019 0	Golf
269	May 12 2019 0	Baseball
270	May 10 2019 1	Zoo, swimming, fishing, water parks, amusement parks,
271	May 10 2019 0	No
272	May 10 2019 1	Soccer, baseball, fishing

273	May 10 2019	1	Yes—Child entertainment, Alamo Drafthouse
274	May 10 2019	C	Academy soccer
275	May 10 2019	C	No
276	May 10 2019	C	Camping, hiking, atv riding. The parks aren't so much the issue as the school playgrounds that are completely unsafe!!! If the school playgrounds weren't rusted and falling apart the community could utilize them more in the non school hours and days
277	May 10 2019	1	Going to lakes, rivers, hiking.
278	May 09 2019	1	None at this time.
279	May 09 2019	1	Soccer☑olleyball ☐iking
280	May 09 2019	1	No
281	May 09 2019	C	Soccer Tournaments. Indoor Soccer Leagues
282	May 09 2019	C	5k's and half marathons, beaches, splash pads
283	May 09 2019	C	Yes, we play soccer in Lubbock, Dallas, San Angelo, Abilene, Hobbs, San Antonio and Austin.
284	May 09 2019	C	No
285	May 09 2019	C	Soccer
286	May 09 2019	C	Soccer
287	May 09 2019	C	No
288	May 09 2019	C	Yes. Soccer. And midland by far has the worst soccer facilities of any city in state. Even Odessa has better soccer facilities
289	May 09 2019	C	No
290	May 09 2019	C	No
291	May 09 2019	C	Hiking
292	May 09 2019	C	Yes. We travel to Lubbock for soccer because the city does a horrible job of maintaining the soccer fields. Every other sports complex in Midland is nicer than the soccer fields. The city doesn’t let the soccer associations use lights when they want
293	May 09 2019	C	Soccer tournaments and club games
294	May 09 2019	C	Yes. Concerts. The Wagner is very pricey
295	May 09 2019	C	Hiking; nature trails / walks
296	May 09 2019	C	Soccer Games, School Track and Cross Country.
297	May 09 2019	C	Yes, fishing, camping, water park
298	May 09 2019	C	Yes

299	May 09 2019	C	Austin, Denver
300	May 09 2019	C	Tae Kwan Do for my daughter
301	May 09 2019	C	Yes. Splash pad on Andrews, manahans sand, trampoline park,
302	May 09 2019	C	Andrews City Pool because ours is at capacity, hiking trails, open natural spaces for exploring
303	May 09 2019	C	Girls fast pitch softball
304	May 09 2019	C	Sea World
305	May 09 2019	C	No
306	May 09 2019	C	Water Parks, Resorts, Amusement Parks, Venues.
307	May 09 2019	C	No
308	May 09 2019	C	No
309	May 09 2019	C	Softball, baseball, track, tennis, swimming, football, bmx
310	May 09 2019	C	Yes, disc golf and cub scouting events. We also like to go to lakes/rivers.
311	May 09 2019	C	Running and biking (Road or mountain)
312	May 09 2019	C	Walking and biking trails that connect the city parks. Enjoying pedistrian cities that have sidewalks!
313	May 09 2019	C	Hiking or nature trails Biking nature trails
314	May 09 2019	C	No
315	May 09 2019	C	Festivals and events at UTPB park
316	May 09 2019	C	Bike, hiking, and running paths
317	May 09 2019	C	Camping
318	May 09 2019	C	Camping, hiking, biking, to view nature and wild life
319	May 09 2019	C	No
320	May 09 2019	C	Hiking, kayaking
321	May 09 2019	C	Yes. Running events.
322	May 09 2019	C	n/a
323	May 09 2019	C	Camping
324	May 09 2019	1	no
325	May 09 2019	1	N/A
326	May 09 2019	1	No
327	May 09 2019	1	Yes, Odessa duck pond
328	May 09 2019	1	No
329	May 09 2019	1	Water parks
330	May 09 2019	1	Go to the lake, zoo, bigger parks.

331	May 09 2019	1	Yes, biking, boating, fishing, hiking
332	May 09 2019	1	Camping
333	May 09 2019	1	No
334	May 09 2019	1	Ma
335	May 09 2019	1	No
336	May 09 2019	1	Yes, because Midland doesn't provided needed resources. Splash pad, Indoor play area Better parks
337	May 09 2019	1	Andrews water park. Splash pad in Odessa
338	May 09 2019	1	Outdoor Running Soccer
339	May 09 2019	1	Football
340	May 09 2019	1	No
341	May 09 2019	1	Yes, all other surrounding cities have more hike and bike paths and running trails that are off the busy streets but here we are just painting the streets.
342	May 09 2019	1	Golf
343	May 09 2019	1	Baseball
344	May 09 2019	1	Running & mountain biking
345	May 07 2019	1	Fishing at other city parks, two options for a city of our size is not enough. Visiting zoos at other city pa
346	May 07 2019	0	Yes we follow our grandson playing baseball
347	May 06 2019	1	Zoos, kids stuff... Jump places, kids museums
348	May 06 2019	1	Camping
349	May 06 2019	0	No
350	May 06 2019	0	No
351	May 06 2019	1	Soccer games, baseball games, zoo and hiking.
352	May 06 2019	1	Hiking
353	May 06 2019	0	Yes, baseball
354	May 05 2019	1	Walk in the city , zoo , bike trails
355	May 05 2019	1	Soccer
356	May 05 2019	0	Hiking Nature
357	May 05 2019	0	Soccer, swimming and boating, golfing
358	May 05 2019	0	Yes. Camping.
359	May 05 2019	0	Anywhere with lakes, trees, green space. Forgot to mention earlier we do LOVE I20 nature preserve.
360	May 04 2019	1	Baseball and golf
361	May 04 2019	0	Soccer

362	May 04 2019	C	Diving
363	May 04 2019	C	Hiking/camping
364	May 04 2019	C	Outdoor, any
365	May 04 2019	C	No
366	May 04 2019	C	Dallas/ Ft Worth, Lubbock
367	May 04 2019	C	None formal
368	May 04 2019	C	Yes, water parks and water activities
369	May 03 2019	1	Yes. Fishing, boating, hiking, skiing, beach, camping. Enjoy nature.
370	May 03 2019	1	No
371	May 03 2019	C	Nature hikes, camping, water sports
372	May 03 2019	C	Water park
373	May 03 2019	C	Soccer tournaments
374	May 03 2019	C	Yes fishing
375	May 03 2019	C	No
376	May 03 2019	C	No
377	May 03 2019	C	Soccer, zoo, water parks
378	May 03 2019	C	We go to Lubbock because they have 4ore and main event
379	May 03 2019	C	Soccer
380	May 03 2019	C	Water sports, nature hiking, camping, biking.
381	May 03 2019	C	No
382	May 03 2019	C	Sand dunes
383	May 03 2019	C	Golf
384	May 03 2019	C	Splash pads
385	May 03 2019	C	Soccer
386	May 03 2019	C	Playgrounds and splash pads.
387	May 03 2019	C	Softball.
388	May 03 2019	C	Swimming, sports, parks
389	May 03 2019	C	Nature viewing/exploration. Swimming.
390	May 03 2019	C	No
391	May 03 2019	C	Events at outdoor venues
392	May 03 2019	C	Sports: soccer baseball golf
393	May 03 2019	C	Yes: skiing, boating, hiking

394	May 03 2019	C	Nature walks/hikes, sightseeing, visiting mountain/water features.
395	May 03 2019	C	Yes. Soccer
396	May 03 2019	C	Swimming and splash pads
397	May 03 2019	C	None
398	May 03 2019	C	Trampoline parks
399	May 03 2019	C	Girls fastpitch softball
400	May 03 2019	C	cultural events, hiking, camping
401	May 03 2019	C	Swimming
402	May 03 2019	C	Yes Abilene and buffalo gap there are other parks with less crowds and better activity's up hill and down hill climbing
403	May 03 2019	C	No
404	May 03 2019	C	Yes, I come to midland more than once a week to shop and play at playgrounds and jumping facilities and would love a splash pad and more sitting spots
405	May 03 2019	C	indoor swimming pools, aquariums, zoo,
406	May 03 2019	C	We go camping and fishing in San Angelo.
407	May 03 2019	C	Yes. Lamesa, Monahans, and Seminole for most outdoor activities such as 4th of July, Chicken Fried Steak Festival, Kite Festival due to overcrowding of the events offered in Midland.
408	May 03 2019	C	Nature walking trials and camping
409	May 03 2019	C	Soccer
410	May 03 2019	C	nature trails, bike trails, botanical gardens
411	May 03 2019	C	Golf
412	May 03 2019	C	Festivals.
413	May 03 2019	C	No
414	May 03 2019	C	Yes, swimming pool and camping
415	May 03 2019	C	We often go to the Big Spring and Odessa pools because our are too crowded.
416	May 03 2019	C	Football and cheerleading
417	May 03 2019	C	Mountains!!
418	May 03 2019	C	Camping, the zoo (Abilene), science center (Lubbock)
419	May 03 2019	C	Diving, gymnastics, volleyball
420	May 03 2019	C	No
421	May 03 2019	C	YES, mountain biking, disc golf, running, swimming, even in Odessa the parks are WAY better
422	May 03 2019	C	Different activities, mostly to Austin and Lubbock

423	May 03 2019	C	Yes. Hiking, camping, splash pads
424	May 03 2019	C	Fun runs, roller skating, hiking, boating,
425	May 03 2019	C	No
426	May 03 2019	C	No
427	May 03 2019	C	Yes, fishing, soccer, ninja warrior for kids, trampoline parks
428	May 03 2019	C	Visit zoos in Abilene, San Antonio and Fort Worth
429	May 03 2019	C	Baseball
430	May 03 2019	C	Odessa San Angelo Lubbock
431	May 03 2019	C	Soccer
432	May 03 2019	C	Yes. We like going to places that have lots of shade trees and splash pads. We also enjoy going to
433	May 03 2019	1	N/A
434	May 03 2019	1	Gymnastics power tumbling
435	May 03 2019	1	Baseball
436	May 03 2019	1	No
437	May 03 2019	1	No
438	May 03 2019	1	Soccer and other sporting events
439	May 03 2019	1	Yes we go to the Jurassic Splash pad in Odessa and McKinney Park in Odessa to view Christmas lights. We also go to the UTPB Park and Regan School playground in Odessa.
440	May 03 2019	1	Yes. Baseball
441	May 03 2019	1	Odessa and Dallas
442	May 03 2019	1	competitive cheer and dance
443	May 03 2019	1	Arlington
444	May 03 2019	1	Zoo
445	May 03 2019	1	We are in travel baseball and we travel all over Texas and New Mexico playing baseball. Our fields need money spent on them desperately to be competitive with other places like Lubbock!!!!
446	May 03 2019	1	Lubbock
447	May 03 2019	1	Amusement parks, zoo, beach
448	May 03 2019	1	No
449	May 03 2019	1	Swimming pools in other towns like Andrews & Big Spring
450	May 03 2019	1	Yes. Soccer & Baseball
451	May 03 2019	C	Soccer

9. Are there any parks, recreation or culture activities that you or members of your household would like to see offered in Midland that are not currently available? List as many as you would like.

Answered **394**
Skipped **208**

Respondents	Response Date	Responses	Tags
1	Jul 14 2019 10	Parks without weeds	
2	Jul 14 2019 08	Turf baseball fields	
3	Jul 14 2019 07	Let’s fix and improve what we’ve got before we start bringing in a whole lot more	
4	Jul 14 2019 12	Fishing, bike parks, just opportunities for kids	
5	Jul 13 2019 11	More baseball fields in better condition !! Hogan and CJ are dangerous with all the holes! We have two kids that have broken their arms on our teams bc of it!!	
6	Jul 13 2019 10	Just take better care of what we have. Clean it up. Class it up. Have a better maintenance plan. I would like to see more public spaces, water parks, play grounds & biking/running trails on the north side of town.	
7	Jul 13 2019 09	Splash pads, large wooden park like Lubbock and Carlsbad, food truck venues	
8	Jul 13 2019 03	Splash pads	
9	Jul 13 2019 11	We would love fishing, volleyball courts and tennis courts that are free to use.	
10	Jul 13 2019 10	I wish they would clean up neighborhood parks. We live on Michigan and Godfrey and the park a few blocks away from our house is a disaster. Stickers everywhere and the playground it awful. I would love to be able to have a nice park within walking distance to take my children to.	
11	Jul 13 2019 10	Family Recreation Center	
12	Jul 13 2019 09	Nice indoor pool facility maybe a few for the colder months not to many options for birthday party rentals for teens	
13	Jul 08 2019 10	Indoor swimming pool	
14	Jul 08 2019 11	.	
15	Jul 07 2019 10	Splash pads, arboretum	
16	Jul 07 2019 09	Splash pad, more parks north of the loop geared towards younger children that are not rusted over, a nice walking path with wide sidewalks	
17	Jul 07 2019 09	Lacross	

18	Jul 07 2019 08	Indoor water park
19	Jul 07 2019 06	Zoo, drive thru zoo, strawberry fields, shaded parks
20	Jul 05 2019 09	Indoor water park like Hobbs
21	Jul 04 2019 10	More pools, more walking and biking trails (too many deaths this year), indoor playgrounds
22	Jul 03 2019 09	Something like Dave and Busters. Miniature golf
23	Jul 03 2019 08	Outdoor theater
24	Jul 03 2019 06	Symphony concerts/live performances. Classic movies. Shakespeare in the Park. Festivals. Public art. □
25	Jul 03 2019 05	Nice, fun outdoor pool where teenagers would like to hangout. Nice outdoor things for adults for example: tennis or volleyball
26	Jul 03 2019 03	More running trails. More off leash dog parks.
27	Jul 03 2019 02	Zoo, Aquarium, Soft Play Center, Mini Golf, hands on museum, Splash pads
28	Jul 03 2019 04	Listed
29	Jul 03 2019 12	Well lit paved and distance marked walking/running paths. More options for babies and toddlers playground equipment
30	Jul 02 2019 07	Splash pad options □More pools□
31	Jul 02 2019 07	Performing Arts Spaces
32	Jul 02 2019 07	Running trails □
33	Jul 02 2019 06	More kids activities
34	Jul 01 2019 11	Ice skating□Indoor soccer
35	Jul 01 2019 08	Mountain biking trail
36	Jun 30 2019 1	More splash pads
37	Jun 30 2019 0	Bike paths, covered picnic areas, landscaping, nature trails.
38	Jun 30 2019 0	American ninja warrior gym/park, rock climbing, any kind of water feature to help with crowds at Douglas, and Rockhounds splash pad
39	Jun 29 2019 1	More Spashpads!!
40	Jun 29 2019 0	Indoor pools
41	Jun 29 2019 0	Running trails
42	Jun 29 2019 0	Bike trails, running trails, any sport facility open to the public
43	Jun 29 2019 0	A large event space similar to the Pearl Brewery in San Antonio.
44	Jun 28 2019 0	More biking opportunities, more outdoor pools more enclosed safe outdoor areas for exercise
45	Jun 28 2019 1	Bike paths

46	Jun 28 2019 0	Honestly midland needs an additional 18 hole DISC golf course. Windlands is a good one. We just need another because the park is very busy.
47	Jun 28 2019 0	Outdoor activities such as concerts, parades, markets
48	Jun 28 2019 0	N/a
49	Jun 27 2019 1	Trampoline park, more activities for kids
50	Jun 27 2019 1	An updated recreation center. A soccer complex.
51	Jun 27 2019 0	Not enough to do here
52	Jun 27 2019 0	Public rec center that does not close at 5. Swimming so adults can go to. More bike paths
53	Jun 27 2019 0	Running trails, paths Bike trails and paths Paths in north and northeast side of town.
54	Jun 27 2019 0	Soccer complex with lighted fields and more parking.
55	Jun 27 2019 0	Sand volleyball
56	Jun 27 2019 0	More Volleyball nets and lighted fields. Community pools and bike paths and a mountain bike Park
57	Jun 27 2019 0	Running and Biking Trail that is safe and monitored and encourages outdoor life
58	Jun 27 2019 1	Bike trails
59	Jun 27 2019 1	More splash pads and outdoor play areas for children under age 5.
60	Jun 27 2019 1	Performance arts
61	Jun 27 2019 0	Mountain Biking on dirt trails
62	Jun 27 2019 0	Water park areas Outdoor venues
63	Jun 27 2019 0	No
64	Jun 27 2019 0	I think the new downtown park area being built is a positive step. I'd like to see more areas like that in midland. Parks with large open spaces and plenty of areas for families to gather.
65	Jun 27 2019 0	Music and movie festivals in the parks (not in the heat of the summer)
66	Jun 27 2019 0	VR, more kingdom castles, more obstacle courses, cleaner fields for sport activities, more water stations, rinsing stations, cleaner restrooms, more shade, cleaner equipment
67	Jun 27 2019 0	Hike and bike trail through midland draw
68	Jun 27 2019 0	Kids museum, improved space educational center, indoor play center, zoo
69	Jun 27 2019 0	Indoor obstacle course for kids to adults.
70	Jun 27 2019 0	Public tennis courts
71	Jun 27 2019 0	Large splash pad/water play ground with multiple activities,Christmas parade, Another water park on the the back side of the loop going towards the new neighborhoods on Big Spring
72	Jun 27 2019 0	NA

73	Jun 26 2019	1	Indoor recreation or playgrounds
74	Jun 26 2019	1	I would like to see more hiking trails, arboretum and botanical gardens, and bigger and better festivals.
75	Jun 26 2019	1	St. Patrick's Day and Columbus Day festivities.
76	Jun 26 2019	1	Community events that educate children
77	Jun 26 2019	1	More nature activities (ie hiking)
78	Jun 26 2019	1	Indoor activities during the hot summers. More splash pads. Security at parks
79	Jun 26 2019	1	.
80	Jun 26 2019	1	We need really good parks like the new Dennis the Mennis park, Children museums, etc
81	Jun 26 2019	1	More music events in PARKS, not parking lots... Tall City Blues Fest and the Celebration of the Arts Street dance were always special events that have just suffered recently because of the location where they're held.
82	Jun 26 2019	1	Bike trails are an issue. We don't bike but too many people have died and there's should be good biking trails for these individuals. Also it's hot here and an indoor play facility would be so nice to combat the heat yet keep people active. Public pools are way over crowded. They are nice facilities but too crowded for us to attend. Also, the soccer, baseball and football fields are so poorly kept up, it's embarrassing! Kids almost break ankles falling in holes in the field. They play on stickers not grass!
83	Jun 26 2019	1	No
84	Jun 26 2019	1	Honestly our boys are 2 and 4 so we aren't quite past the playground phase of life yet.
85	Jun 26 2019	1	No
86	Jun 26 2019	1	Would like a long distance paved bike path that is off the road with out much need for turns. Would be great for conditioning long distance cycling.
87	Jun 26 2019	0	Prairie Dog Town. Areas that have them could be relocated to a spot away from fields. □ □ Paddle boats or kayaking in a man made pond□ □ Hammocks and unique seating at parks
88	Jun 26 2019	0	More trails other than the one by I-20 and Hogan park. They are beautiful trails but we need more.
89	Jun 26 2019	0	Yes things that promote green but involves the kids going green too with fun activities and bands, food trucks
90	Jun 26 2019	0	Arboretum
91	Jun 26 2019	0	Fishing, water parks
92	Jun 26 2019	0	Toddler playground, sensory garden for kids, zoo
93	Jun 26 2019	0	Baseball fields that are actually playable and safe!

94	Jun 26 2019 0	A good, long walking/running trail. Example - memorial park in houston
95	Jun 26 2019 0	A sculpture garden and music space would be awesome. Amphitheater that is NOT out at the Horseshoe, but located in downtown or north Midland.
96	Jun 26 2019 0	Swimming
97	Jun 26 2019 0	Outdoor movie nights
98	Jun 26 2019 0	Would like to see a park that has multiple options of activities & food trucks can stop by. Like Klyde Warren park in dallas
99	Jun 26 2019 0	Fix up what we already have and make it nicer
100	Jun 26 2019 0	More/bigger water parks would be great!
101	Jun 26 2019 0	Indoor water park or play grounds, places to have birthday parties with covered pavilion
102	Jun 26 2019 0	Waterpark Indoor Sports Complex
103	Jun 26 2019 0	Water park , amusement park
104	Jun 26 2019 0	No
105	Jun 26 2019 0	Nicer golf courses and baseball fields. Ours are dumps
106	Jun 26 2019 0	Indoor recreation, splash pads, more shade structures at existing parks
107	Jun 26 2019 0	Great parks like in other communities of similar size. Zoo or aquarium features of some kind.
108	Jun 26 2019 0	More splash pads
109	Jun 26 2019 0	No
110	Jun 26 2019 0	Splash pads, indoor toddler areas
111	Jun 26 2019 0	Veloway
112	Jun 26 2019 0	Nice soccer complex , baseball
113	Jun 26 2019 0	More nature trails and long biking trails! Splash pads!
114	Jun 26 2019 0	Movie night at the park, festivals, Ice cream socials, farmers markets, art shows, acoustic open mic night, live music, any music playing on speakers,
115	Jun 26 2019 0	Indoor pool
116	Jun 26 2019 0	Bicycle trails that are dog friendly
117	Jun 26 2019 0	More splash pads
118	Jun 26 2019 0	I don’t know of a splash pad in town for toddlers.
119	Jun 26 2019 0	Would like more parks like Windoands. I live in the northwest corner of town. Would be nice to have a park like that closer.
120	Jun 26 2019 0	Outdoor swimming, a fishing park and nature trails.
121	Jun 26 2019 0	N/A

122	Jun 26 2019	0	More outdoor pool, nature trails on developing sides of town, nature/scenery
123	Jun 26 2019	0	Larger system of hike/bike trails not part of the road. Riding on the side of the road is too dangerous here.
124	Jun 26 2019	0	Arboretum
125	Jun 26 2019	0	Bird watching areas, shelters, indoor pools, splash pads
126	Jun 26 2019	0	Zoo, Indoor water park like Doug Russell,
127	Jun 26 2019	0	New Baseball complex for all age groups
128	Jun 26 2019	0	waterpark
129	Jun 26 2019	0	Tennis. Splash pads.
130	Jun 26 2019	0	We need better ground cover for our parks. They aren't inviting with hard, dry, dead weeds. But I know it's a challenge in the desert.
131	Jun 26 2019	0	More splash pads, more outdoor pools. The two we have are nice but so crowded.
132	Jun 26 2019	0	Actual parks for adults, not just children.
133	Jun 26 2019	0	Theme park, aquarium, and zoo
134	Jun 26 2019	0	Long distance (>10miles) uninterrupted paved path for running and biking training. Country roads not safe due to oilfield traffic. And not in a dumpy location.
135	Jun 26 2019	0	Rec Center with large indoor pool and outdoor pool similar to Lifetime Fitness setup. □ More splash pads, more indoor activities for kids.
136	Jun 26 2019	0	Rock climbing center.□
137	Jun 26 2019	0	Place to kayak
138	Jun 26 2019	0	Indoor soccer, indoor playground, indoor water park, indoor kids gym
139	Jun 26 2019	0	Splash pads
140	Jun 26 2019	0	Hiking or biking trails (not on road) and a splash pad!
141	Jun 26 2019	0	bike trails, bike lanes
142	Jun 26 2019	0	Putt Putt Golf, Community buildings at the park that can be used by public
143	Jun 26 2019	0	Kayaking
144	Jun 23 2019	0	Elk hunting
145	Jun 13 2019	0	Indoor pool offered year round by the city. No monthly membership required. Would also like to see more skate/bike parks opened instead of having only one. Would also like more parks for dogs.
146	Jun 12 2019	0	Just something indoors. I can't be outside long because of health reasons.
147	Jun 10 2019	0	Painting classes, Odessa use to have them
148	Jun 09 2019	0	Road bike trails 30+ miles

149	Jun 09 2019 0	Shade at parks is lacking all over
150	Jun 07 2019 0	Just a better skatepark
151	Jun 07 2019 0	no
152	Jun 07 2019 0	Rock climbing gym The Batman ride (rollercoaster) Indoor dog park More big swings
153	Jun 07 2019 1	Bigger water park
154	Jun 07 2019 0	More landscaped areas on general
155	Jun 06 2019 1	Lacrosse tournaments and games. Lacrosse us fastest growing sport in USA. We need a dedicated field for lacrosse that would be available to local lacrosse teams. Please help us.
156	Jun 06 2019 0	Yes, since all their is in this area is dirt, this city needs an ATV/dirt bike riding trails. Ride at your own risk & have every rider sign paper they understand, ride at your own risk. One way riding trails for ATV's. Also, Midland needs more trees in all Parks but especially at Beal Park.
157	Jun 06 2019 0	No
158	Jun 06 2019 0	More splash pads and fishing locations
159	Jun 06 2019 0	Concerts in parks, more activities in the park, less weeds and better landscaping. Would love to see a park like Klyde Warren in Dallas.
160	Jun 06 2019 0	Bigger fishing ponds
161	Jun 06 2019 0	More trails with good landscaping
162	Jun 06 2019 0	Man-made lake options (swimming, fishing, paddle boarding, kayaking), challenging bike trails
163	Jun 06 2019 0	No
164	Jun 06 2019 0	Sand volleyball
165	Jun 06 2019 0	Rock climbing
166	Jun 06 2019 0	BMX dirt jumps. Not just a race track.
167	Jun 06 2019 0	We need an oversized wood style park, putt putt,
168	Jun 06 2019 1	Updated skatepark More disc golf courses
169	Jun 06 2019 1	Splash pads for young kids
170	Jun 06 2019 1	BMX dirt jumps like North Valley Bike Park in Albuquerque or the 9th st trails at Duncan park in Austin. The "BMX Park" you guys show in this survey is not the same.
171	Jun 06 2019 0	More splash pads. Another skatepark for skateboards only.
172	Jun 06 2019 0	More splash pads
173	Jun 06 2019 0	More skate parks
174	Jun 06 2019 1	Bicycle trail long enough for a good safe ride. Indoor recreation facility
175	Jun 05 2019 1	Indoor recreation center,

176	Jun 05 2019	1	Lighted football fields
177	Jun 05 2019	1	Walking trails, canoeing, music concerts, festivals, night events in summer, water park, top golf, miniature golf, biking trails, we need lots of things because we have basically nothing here
178	Jun 05 2019	1	Kayaking, running trails, multi purpose paved trails.
179	Jun 05 2019	1	Hiking or nature trails
180	Jun 05 2019	1	Zoo. Aquarium. Putt putt. Go Karts. SHADED PLAY AREAS ON PLAYGROUNDS. More water options (pools, splash pads, water park)
181	Jun 05 2019	1	Water park
182	Jun 05 2019	1	Splash pads
183	Jun 05 2019	1	No
184	Jun 05 2019	1	Large Water parks and miniature golf, go cart racing, anything that fun.is not located in this town. We could do better.
185	Jun 05 2019	1	Concerts
186	Jun 05 2019	0	Bathrooms and shade at skatepark
187	Jun 05 2019	0	We need something for the street writers who don't have the same style for the park we currently have something similar to the skate park in Odessa.and we also need more room for smaller and beginner obstacles.
188	Jun 05 2019	0	Clean oarks with bike trails and nature
189	Jun 05 2019	0	Bike trails, anything supporting community arts, family friendly, clean/well maintained
190	Jun 05 2019	0	Mountain bike trails
191	Jun 05 2019	0	Fishing, boating
192	Jun 05 2019	0	SAFE biking
193	Jun 05 2019	0	Real bicycling park with trails to ride on. Dulcimer club. More natural areas.
194	Jun 05 2019	1	Not that I can think of
195	Jun 05 2019	0	Camping
196	Jun 05 2019	1	More volleyball
197	Jun 04 2019	1	More long distance bike trails. More rock climbing walls, and more nature trails and ponds or even man made rivers.
198	Jun 04 2019	1	More walking/running trails, and cycling trails not connected to highways.
199	Jun 04 2019	0	Water park, more splash pads

200	Jun 04 2019 0	Splash pads□ Golf□ Handicap/special needs playground□ Picnic areas/shaded area □ Tennis courts□ Racquetball □ Adventure/natural open-ended playground
201	Jun 04 2019 0	Splash pads!!!
202	Jun 04 2019 0	Long bike paths for runners and cyclists only
203	Jun 04 2019 0	Putt putt, splash pads or water park, jogging trails, bike trails, go kart track, indoor play places-inflatables
204	Jun 04 2019 0	Zoo, splash pads, public restroom at all parks
205	Jun 04 2019 0	Indoor play area
206	Jun 04 2019 0	Bike trails-not on the streets -actual separate riding. Interesting hiking. A man made lake with grills and natural areas
207	Jun 04 2019 0	need more indoor activities for little kids and something to keep teenagers off the street
208	Jun 04 2019 0	YES! More water areas.
209	Jun 04 2019 0	Bike park such as pump track or biking trails.
210	Jun 04 2019 1	Yes, running trails of 5k or more
211	Jun 04 2019 1	Information on the things available would be really nice to have
212	Jun 04 2019 0	More performance arts, more bike trails
213	Jun 04 2019 0	Safe bike trails, more hiking trails, a splash pad,
214	Jun 04 2019 0	More pools
215	Jun 04 2019 0	Na
216	Jun 04 2019 0	Additional splash pads or swimming facilities.
217	Jun 04 2019 0	No
218	Jun 04 2019 0	Better Senior Centers
219	Jun 04 2019 0	Green space hiking biking paths.
220	Jun 03 2019 1	more parks like the Woodland park or COM park. a REAL Splashpad not just water shooting from the ground. And Several of them around Midland would be nice so it doesn't get over crowded.
221	Jun 03 2019 1	Children’s museums, trampoline park
222	Jun 03 2019 0	Bike paths increased and improved, outdoor ampitheather

223	Jun 03 2019 0	I would like an indoor playground similar to those that a kids youtuber show often, look up Blippi. He plays at all sorts of awesome indoor play places.
224	Jun 03 2019 0	Paved bike path
225	Jun 03 2019 0	More bicycle lanes and safe riding options
226	Jun 03 2019 0	Mountain bike trails, hiking trails (that dogs are allowed on), more dog friendly areas
227	Jun 03 2019 0	Splash pads
228	Jun 03 2019 0	Just make whatnwe have worth using
229	Jun 03 2019 0	Heaven's no!! We have too many parks now!
230	May 25 2019 1	Shuffleboard
231	May 19 2019 C	Trampoline park, aquarium, water park, children's museum
232	May 15 2019 1	Outdoor performances. More golf.
233	May 14 2019 1	Indoor basketball courts, safe bike path
234	May 14 2019 C	Safe biking areas
235	May 14 2019 C	Batting cages open to the public! Baseball and softball are huge here! Why do we not have these? Splash pads! Indoor rec center/fitness center with indoor water park. So many cities have these, why don't we? The COM is NOT an indoor water park that you can go in and spend the day playing at.
236	May 14 2019 C	community gardens, off leash dog park
237	May 14 2019 C	Walking paths
238	May 10 2019 1	Na
239	May 10 2019 1	Raquetball
240	May 10 2019 1	Outdoor pool
241	May 10 2019 C	No
242	May 10 2019 C	Fix the school playgrounds!!!! Educational!!!!
243	May 09 2019 1	Toddler and baby equipment, bathrooms, shade. Playgrounds without the tire rubber around the equipment, that stuff is impossible to get out of clothes and babies try and eat it.
244	May 09 2019 1	Upgraded soccer complex. Outdoor but wind protected volleyball courts
245	May 09 2019 1	More walking and biking trails
246	May 09 2019 C	Indoor Soccer. Bigger Water Park for Teens. Inexpensive Entertainment for Teens.

247	May 09 2019 C	I would like to see a true rec department for youth sports instead of going to COM for swimming, YMCA for basketball, soccer league for soccer, etc. In other communities we have lived in we could go to the community center and sign our kids up for all sports through the city rec department. So much easier and schedules were easier to follow since they were all scheduled by the same department.
248	May 09 2019 C	Better soccer facilities
249	May 09 2019 C	Indoor playground
250	May 09 2019 C	Actual soccer complex. For soccer. Not football fields that you try to claim soccer can use.
251	May 09 2019 C	Splash pads
252	May 09 2019 C	Toddler friendly play area/splash pad
253	May 09 2019 C	All soccer fields with lights
254	May 09 2019 C	Statewide Soccer tournaments
255	May 09 2019 C	More shade at Parks and safer places to ride bicycles. 3 of my friends DIED this year because of the roads.
256	May 09 2019 C	Wildflower gardens and other flower gardens; splash pads; modern playground equipment that is more shaded
257	May 09 2019 C	An fitness park, that has exercise-playground machines for kids to enjoy as if the are playing bit they are actually exercising their body too.
258	May 09 2019 C	Water park
259	May 09 2019 C	Full sidwalks. Example: C.J. Kelly just stops. Why?
260	May 09 2019 C	More splash pads
261	May 09 2019 C	top golf, indoor skydiving
262	May 09 2019 C	Splash pads, swimming pools, shaded play grounds, enclosed play grounds
263	May 09 2019 C	Hiking trails, indoor pool open year around, indoor playground, indoor rock climbing, beer and wine tasting events
264	May 09 2019 C	More splash pads, water parks, more child activities
265	May 09 2019 C	Maybe more toddler friendly & teen friendly activities.
266	May 09 2019 C	Water Parks, Resorts, Amusement Parks, Venues. With all these new Hotels coming to Midland, they should think about building Resorts with a Venue, so that we don't have to go out of town for recreation or in search of Venues for special occasions. Something like The Great Woof Lodge.
267	May 09 2019 C	Lacross
268	May 09 2019 C	Turf softball, baseball and soccer fields. A true track and field facility, currently you have to go to Odessa for some of the field events.
269	May 09 2019 C	More splash pads for the kids and better upkeep of disc golf courses.

270	May 09 2019 0	Child friendly park that are clean, have shade. □ Also, safe and paved running trails (paved). The roads here are unsafe to run or bike on.
271	May 09 2019 0	More pedistrian friendly: walking and biking trails. SIDEWALKS everywhere! Most of this city is completely unsafe just to walk anywhere. There needs to be more indoor activities for toddlers and children. Please reference the Westerville, Ohio community center: indoor playground, indoor toddler pools, etc. Half of the year cannot be spent outdoors due to weather: too hot, too cold, too windy, too dusty, etc. In general - more thought into city planning.
272	May 09 2019 0	Nature bike trail Garden maze□
273	May 09 2019 0	More splash pads would be amazing
274	May 09 2019 0	Toddler/young children areas.
275	May 09 2019 0	Safe bike trails or work with another department to help create bike lanes please!
276	May 09 2019 0	Splash pads and restrooms
277	May 09 2019 0	Indoor pool. Children's Museum
278	May 09 2019 0	Klyde Warren park in Dallas has an amazing set up.
279	May 09 2019 0	Running trails with nice scenery.
280	May 09 2019 0	None
281	May 09 2019 0	Outdoor splash pads, horseshoe throwing,
282	May 09 2019 1	community garden
283	May 09 2019 1	A natural play space for kids
284	May 09 2019 1	Multiple Splash pads
285	May 09 2019 1	Splash pad
286	May 09 2019 1	Splash pads
287	May 09 2019 1	We love the park in down town San Angelo on the river and wish midland had something like that
288	May 09 2019 1	Indoor playground!
289	May 09 2019 1	Baby swim lessons
290	May 09 2019 1	Splash pads! Zoo, mini golf,
291	May 09 2019 1	Na
292	May 09 2019 1	More splash pads, gardens
293	May 09 2019 1	Splash pads
294	May 09 2019 1	RO water bottle filing stations
295	May 09 2019 1	Better Soccer Fields Splash Pad Running Trails
296	May 09 2019 1	More bike and bike paths and a splash pad or pool on the north side of town somewhere.

297	May 09 2019 1	Running trails, more dog parks
298	May 09 2019 1	Batting cages Multipurpose athletic fields Indoor facilities for basketball and volleyball Open shaded areas Pavilion for live events
299	May 09 2019 1	Splash Pads & cycling
300	May 07 2019 1	I would like to see an aquarium that could operate using recycled water to show people the possibilities. A small amusement park would be excellent for Midland. Maybe build an artificial river in one of the parks show other people what Midland is, other than oil and gas.
301	May 07 2019 0	Baseball complexes that can be used by select baseball teams and not just little league. Tax dollars built those fields and now citizens that don't participate in little league can't use them. Also Hobbs NM built a beautiful sports complex Something like that would be nice
302	May 06 2019 1	Jump places' INDOOR kids play areas, family friendly place s
303	May 06 2019 0	No
304	May 06 2019 1	I'd like to see the city take a more proactive interest in our youth and providing better fields for them.
305	May 06 2019 1	Outdoor stage/amphitheater
306	May 06 2019 0	Tennis courts , golf courts, also better volleyball courts.
307	May 06 2019 0	No
308	May 05 2019 1	Bike trails, splash park, art festivals
309	May 05 2019 1	NO
310	May 05 2019 0	Walking trails More playgrounds for preschoolers Trees around pond Landscaping at parks for beautification Make drainage areas into nice areas with walking trails around and trees and picnic areas
311	May 05 2019 0	More ponds! More places like i20 nature preserve where the kids can be in NATURE and climb trees. Looking into "adventure playgrounds" - would be a huge hit here. And inexpensive.

312	May 04 2019 1	My kids are now in high school but the city needs to improve the baseball fields and hogan park golf course
313	May 04 2019 0	Splash pad (outside of the rockhounds stadium) Small train (like the one at the Rockhounds stadium, but not so expensive) at a park Indoor park
314	May 04 2019 0	Swimming
315	May 04 2019 0	Would love a rec center like Hobbs NM
316	May 04 2019 0	Safe running and bike paths for long distances
317	May 04 2019 0	Safe anything
318	May 04 2019 0	Some type of Adventure park like Lubbock just got. Trampoline park
319	May 04 2019 0	Midland needs a place for runners, walkers, and bicyclists. This is the number one need. There are ZERO safe roads
320	May 03 2019 1	Natural play parks for kids; sand areas, rock fountains, ponds, dirt, different grasses and vegetation and flowers. More water features in parks- ponds, creeks, water fountains etc. The pond parks we have are ok but the landscaping around them is sub-par. Plant more trees. SPLASH pads! It is hot here! Kids love water! All parks should have a water feature to play in!
321	May 03 2019 0	Nature trails, walking gardens, community use spaces
322	May 03 2019 0	Better fishing. Not hiking on nature trails
323	May 03 2019 0	Splash pads
324	May 03 2019 0	No
325	May 03 2019 0	INDOOR SOCCER
326	May 03 2019 0	An indoor aquatic center
327	May 03 2019 0	No
328	May 03 2019 0	Splash pads! The one at the Rockhounds is cool but way too intense for the younger kids. I would love to see some areas with splash pads!
329	May 03 2019 0	Connected biking trailsSplash padsNatural areas
330	May 03 2019 0	Christmas light display like odessa
331	May 03 2019 0	In door Rock-wall climbing
332	May 03 2019 0	Water park
333	May 03 2019 0	Waterparks , claiming , outdoor Arts , festivals on weekends

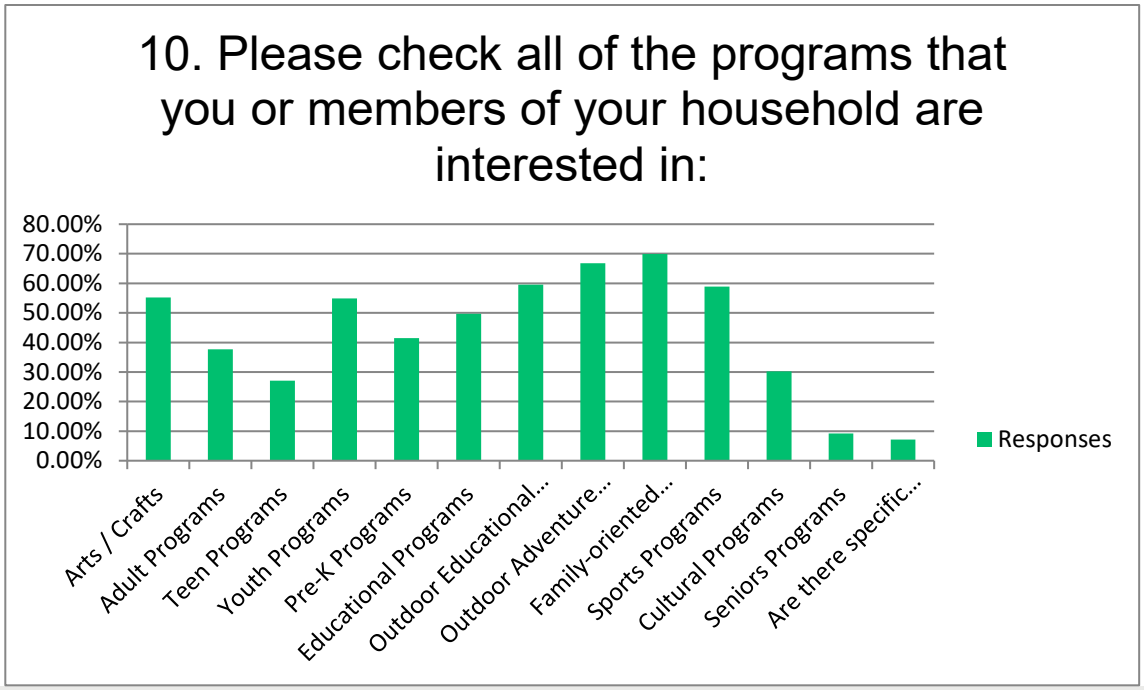
334	May 03 2019 0	More splash pads and better parks!
335	May 03 2019 0	Indoor playground and outdoor water recreation
336	May 03 2019 0	More wildlife/nature areas and trails Biking trails Performing arts
337	May 03 2019 0	Indoor pool!
338	May 03 2019 0	Food truck access to parks. Lazy river. After dark activities with lighted effects or movie nights.
339	May 03 2019 0	splash pad,
340	May 03 2019 0	Natural playground with water features. More shaded areas with water features at the current parks.
341	May 03 2019 0	Splash pads more swimming, better YMCA
342	May 03 2019 0	NA
343	May 03 2019 0	Splash pads, tramp place, golfing, rock climbing,
344	May 03 2019 0	Softball fields you do not have to pay to use.
345	May 03 2019 0	Splash pads, more shade
346	May 03 2019 0	Renaissance Fair, more nature trails,
347	May 03 2019 0	Sand courses, up hill/down hill walks more parks out towards loop 250 1140 and greenwood area
348	May 03 2019 0	No
349	May 03 2019 0	Splash pads Trampoline park Recreation center
350	May 03 2019 0	IN DOOR SWIMMING, YEAR AROUND! ec centers other then ymca
351	May 03 2019 0	Not really anything but expanding what we already do - walk around parks and catch pokemon.
352	May 03 2019 0	Outdoor areas where adults and families can go to eat, play games or just hand out. More places like Centennial Plaza but, better placed throughout the city.
353	May 03 2019 0	Splashpads, smaller playgrounds for small children, more outdoor pools, more fun indoor activities such as rock climbing, courts, jungle gyms indoors
354	May 03 2019 0	longer nature trails, dog parks, gardens, off road bike trails.
355	May 03 2019 0	I would love to see a multi-use path that was eventually connected across the city. San Antonio already has at least 15 miles of a connected trail system with a master plan to connect them all throughout the city. When we lived there, I used this several times a week and it was well used by other residents as well. It was also a way to keep cyclists safe by giving us a place to ride without cars.
356	May 03 2019 0	More water features
357	May 03 2019 0	Splashpads Cleaner/safer parks
358	May 03 2019 0	No
359	May 03 2019 0	Splash pad, more pools, more indoor play areas
360	May 03 2019 0	More pools and splash pads. Maybe even misters at parks (it’s soo hot) More shade

361	May 03 2019	C	Museums
362	May 03 2019	C	Mini golf, a children's museum, a natural playscape playground for kids
363	May 03 2019	C	Volleyball court facility
364	May 03 2019	C	Splash padRunning trails
365	May 03 2019	C	More splash pads or water play. A children's museum (that's open and up to date),
366	May 03 2019	C	Fields without millions of stickers, splashpads, more trails, less broken playground equipment, trees etc
367	May 03 2019	C	Events
368	May 03 2019	C	Outdoor skating rink for roller hockey, roller derby, roller skating
369	May 03 2019	C	Sand Volleyball, covered pavilions to handle weather when out. restrooms at parks
370	May 03 2019	C	We need more art in the parks, maybe some monuments or memorials. It would be nice if we could have murals painted on park buildings. Maybe call out and see if local artists would like to do it. Maybe have contests.
371	May 03 2019	C	Adventure playground with loose parts
372	May 03 2019	C	Putt putt, batting cage, trampoline park, prime time, go karts
373	May 03 2019	C	The existing parks need more shade.
374	May 03 2019	C	No
375	May 03 2019	C	Indoor soccer / multipurpose facilities
376	May 03 2019	C	More splash pads and water events for little kids. Overcrowding is a serious issue. I drive my kids up to Andrews pool in the summer so I can do their toddler swim time from 10-12. None of your pools here in Midland offer this. It's too hot after lunch for the little ones to be out swimming in the heat. □ More playgrounds need covered shade, the equipment gets too hot to play on, also you need to do a better job controlling the ants around the playgrounds. More picnic tables with canopies and grills would also be nice.
377	May 03 2019	1	outdoor performance theater, soccer fields without stickers, splash pads, indoor spaces next to parks for birthday parties/group playdates, restrooms in public parks
378	May 03 2019	1	Walking parks, mini-parks/green spaces, professional quality amphitheaters, more formal parking for food trucks
379	May 03 2019	1	Shaded parks
380	May 03 2019	1	Indoor play areas for young children, kids museum
381	May 03 2019	1	I would like to see more art/sculptures/statues in the parks
382	May 03 2019	1	No

383	May 03 2019	1	A similar splash pad as the Jurassic Park in Odessa and more play sets for toddlers and not just older children. A nice garden/nature park to rides scooters for small children and enjoy a covered picnic would be really nice.
384	May 03 2019	1	Farmer's market
385	May 03 2019	1	Like to see more stands for people to sit. Our bathrooms are horrible.
386	May 03 2019	1	more splash pads and aquatic centers
387	May 03 2019	1	Indoor soccer and sports center
388	May 03 2019	1	Indoor play area
389	May 03 2019	1	Indoor soccer
390	May 03 2019	1	Zoo, amusement park
391	May 03 2019	1	No. Fix what we have first.
392	May 03 2019	1	putt putt, go carts, batting cage, trampoline park, indoor soccer field like a Prime Time
393	May 03 2019	0	More of “Bring your dogs” events. Maybe a “cops w/ dogs day” bring your dogs to a bbq and meet with the midland officers.
394	May 03 2019	0	Indoor soccer

10. Please check all of the programs that you or members of your household are interested in:

Answer Choices	Responses	
Arts / Crafts	55.21%	318
Adult Programs	37.67%	217
Teen Programs	27.08%	156
Youth Programs	54.86%	316
Pre-K Programs	41.49%	239
Educational Programs	49.65%	286
Outdoor Educational Programs	59.55%	343
Outdoor Adventure Programs	66.84%	385
Family-oriented Programs	69.97%	403
Sports Programs	58.85%	339
Cultural Programs	30.21%	174
Seniors Programs	9.20%	53
Are there specific programs you are interested in? If so please list them:	7.12%	41
	Answered	**576**
	Skipped	**26**

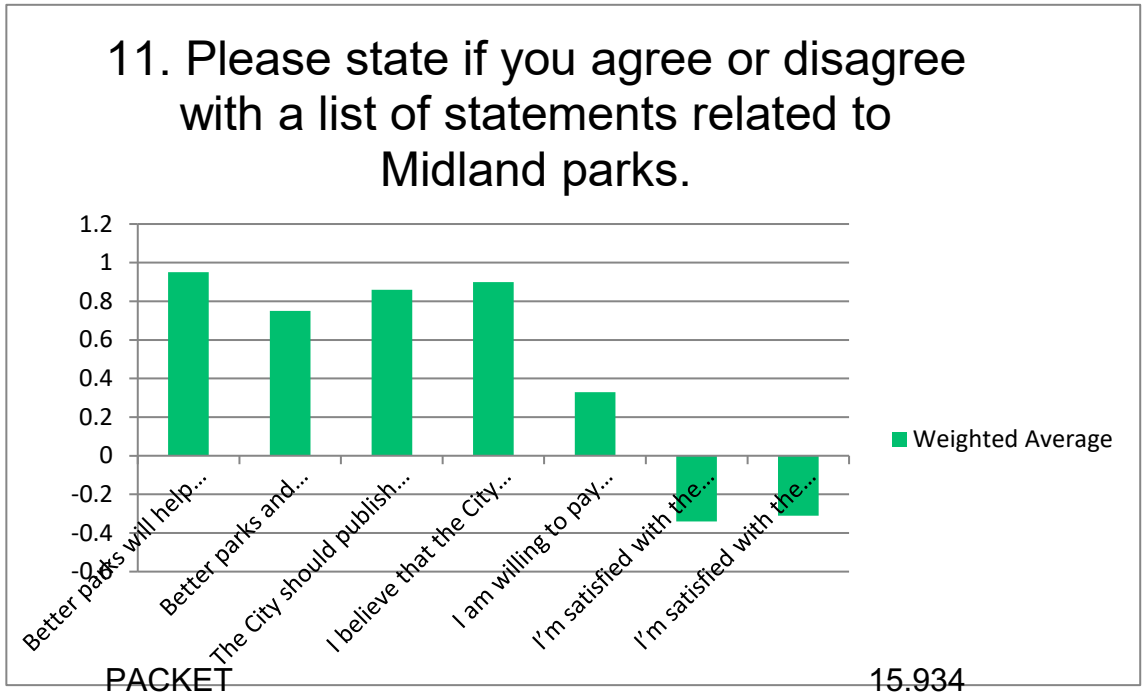


Respondents	Response Date	ograms you are interested in? I	Tags
1	Jul 14 2019 10	Programs not using tax dollars. :)	
2	Jul 03 2019 05	Running events	
3	Jun 27 2019 0	Programs without stickers and weeds!	
4	Jun 27 2019 0	My children love obstacle courses.	
5	Jun 26 2019 1	Hiking	
6	Jun 26 2019 1	Music	
7	Jun 26 2019 0	Parkour or an obstacle course in the spirit of American Ninja Warrior	
8	Jun 26 2019 0	Bird watching, group hiking	
9	Jun 23 2019 0	Elk hunting	
10	Jun 07 2019 0	Recycling! Energy Medicine, animal welfare,	
11	Jun 06 2019 0	Skatepark and bmx park both	
12	Jun 06 2019 0	childrens sports on non-traveling teams.	

13	Jun 05 2019 1	Group exercise classes
14	Jun 05 2019 1	Performing Arts programs and family gardening
15	Jun 05 2019 1	Skateboarding
16	Jun 05 2019 0	Skateboarding
17	Jun 05 2019 0	Cycling
18	Jun 05 2019 0	More cycling trails and lanes for bike use
19	Jun 05 2019 0	Adult swim
20	Jun 05 2019 0	Dulcimer
21	Jun 04 2019 0	Biking and hiking trails
22	Jun 04 2019 1	Values Based Programs for children and adults
23	May 28 2019 1	Community Swimming Pools not overcrowded or unsafe.
24	May 25 2019 1	Programs designed to be inclusive for youngsters in Midland--bridging racial, cultural, neighborhood boundaries.
25	May 14 2019 0	Bike safety for all ages
26	May 09 2019 0	Soccer
27	May 09 2019 0	Homeschool programs
28	May 09 2019 0	Organized community park games or activities on a rotation or schedule
29	May 06 2019 1	Kids stuff
30	May 05 2019 1	City chorus
31	May 04 2019 0	I would love to see any programs occur on weekends, especially those offered to toddlers
32	May 03 2019 0	Love movie in the park
33	May 03 2019 0	Part of the Pokémon groups
34	May 03 2019 0	just pokemon
35	May 03 2019 0	Affordable athletic programs,
36	May 03 2019 0	Roller skating outdoors
37	May 03 2019 0	Science-related programs for kids of all ages
38	May 03 2019 0	I would like to see more advertising for these events and sign up dates. It's always oh you just missed it or you have to.rely on other people that have lived here there whole.lives to tell you what's available. Specific programs I wpuld like to see is youth golf, fishing, maybe some night events like stargazing and kid friendly outdoor concerts
39	May 03 2019 1	Tree city USA by Arbor Day foundation
40	May 03 2019 1	Community picnics or 4th of July gatherings for fireworks on the West side of town would be nice so we don’t have to travel across town to attend the only one that is overcrowded. Multiple city gatherings could take place all over town to make it not so crowded and more easily accessible to all of us.
41	May 03 2019 1	programs that would not be overcrowded

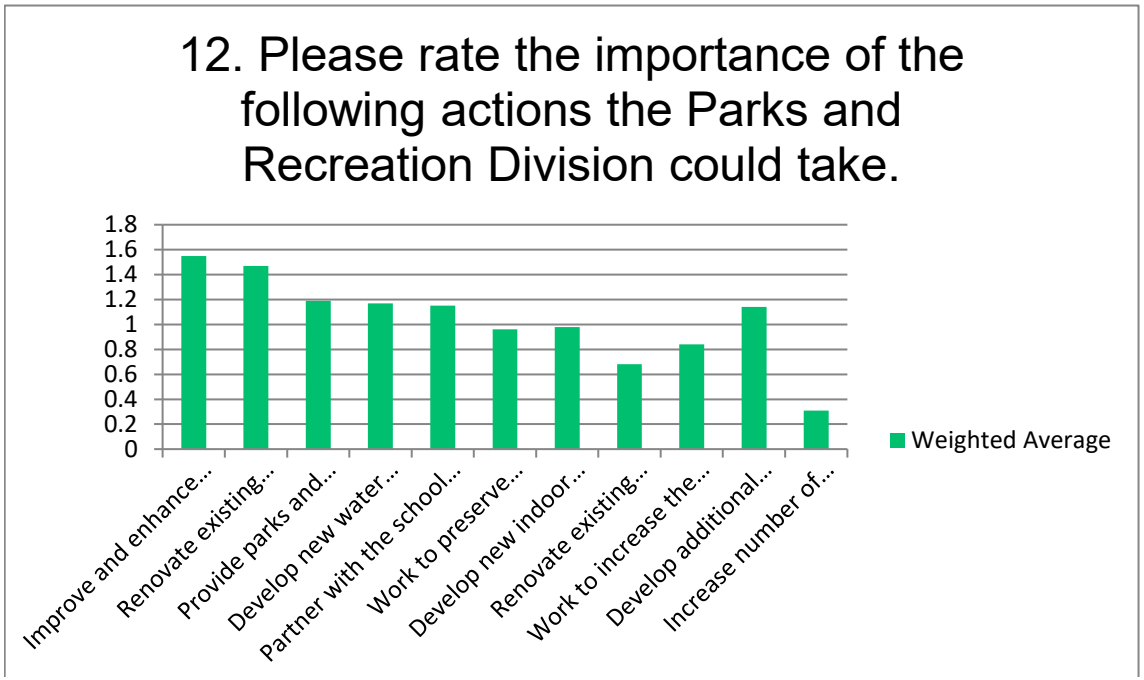
11. Please state if you agree or disagree with a list of statements related to Midland parks.

	AGREE		No Opinion		DISAGREE		Total	Weighted Average
Better parks will help to improve our city image.	96.14%	573	2.35%	14	1.51%	9	596	0.95
Better parks and recreation facilities would help strengthen our city economically.	82.05%	489	10.74%	64	7.21%	43	596	0.75
The City should publish a list of volunteer and donation opportunities to allow the public to help improve City parks.	89.24%	531	7.90%	47	2.86%	17	595	0.86
I believe that the City should more fully develop the park land and open space that it already owns.	91.76%	546	6.22%	37	2.02%	12	595	0.9
I am willing to pay additional City taxes and/or consider a bond initiative to see new parks and recreational amenities upgraded.	58.49%	348	15.97%	95	25.55%	152	595	0.33
I'm satisfied with the overall quality of parks in my neighborhood.	26.43%	157	12.79%	76	60.77%	361	594	-0.34
I'm satisfied with the overall quality of parks in Midland.	28.50%	169	12.14%	72	59.36%	352	593	-0.31
							Answered	**596**
							Skipped	**6**



12. Please rate the importance of the following actions the Parks and Recreation Division could take.

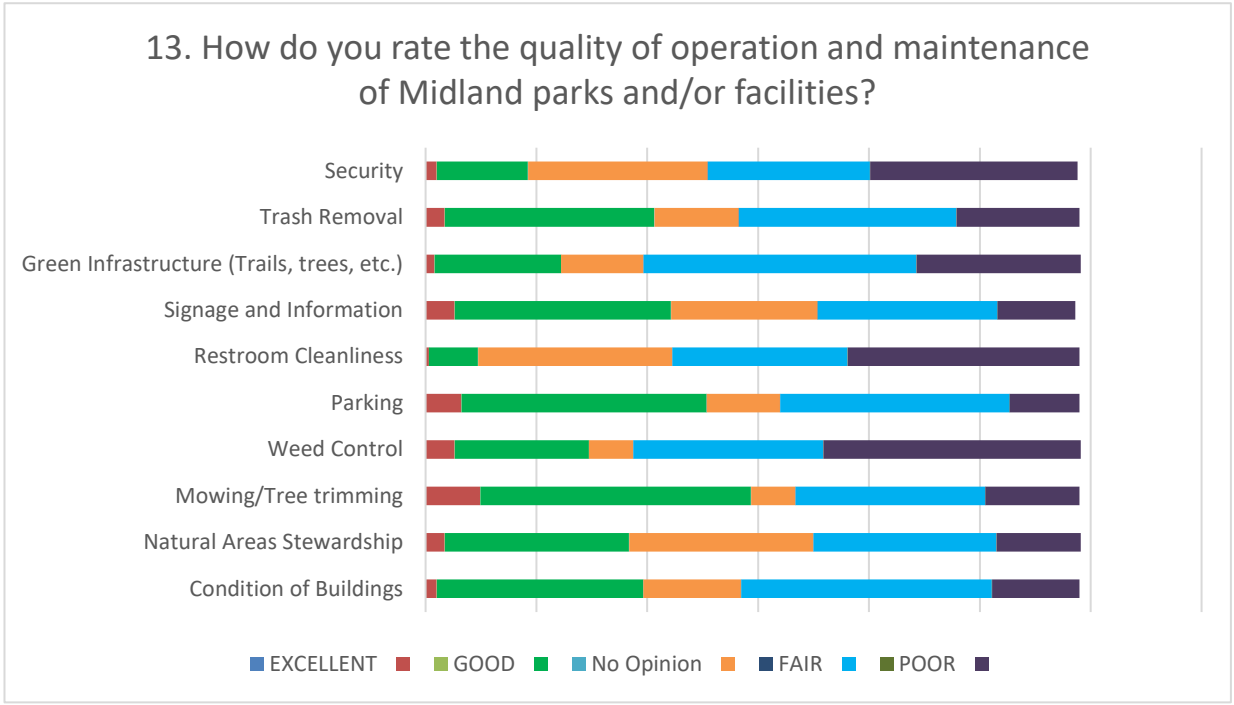
	VERY IMPORTANT		IMPORTANT	
Improve and enhance maintenance of park facilities.	63.11%	373	31.98%	189
Renovate existing neighborhood parks, playgrounds, shelters, parkin	59.15%	349	33.56%	198
Provide parks and amenities that can be used by people with disabilit	42.30%	250	39.09%	231
Develop new water parks (facility with splash pad, swimming pool, etc	56.85%	336	21.49%	127
Partner with the school district to provide mutually beneficial facilities	45.67%	269	32.94%	194
Work to preserve environmentally sensitive areas such as draws and	38.41%	227	31.13%	184
Develop new indoor recreation space.	43.54%	256	27.21%	160
Renovate existing athletic facilities (soccer, baseball/softball, basketb	35.42%	209	21.02%	124
Work to increase the diversity of recreational programming/events wi	32.65%	192	33.50%	197
Develop additional walking and biking trails.	48.47%	286	28.98%	171
Increase number of athletic facilities (soccer, baseball/softball, baske	24.45%	144	19.02%	112



No Opinion		NOT IMPORTANT		VERY UNIMPORTANT		Total	Weighted Average
2.88%	17	1.18%	7	0.85%	5	591	1.55
3.39%	20	3.39%	20	0.51%	3	590	1.47
15.06%	89	2.54%	15	1.02%	6	591	1.19
7.61%	45	9.81%	58	4.23%	25	591	1.17
14.77%	87	4.07%	24	2.55%	15	589	1.15
20.98%	124	7.28%	43	2.20%	13	591	0.96
15.82%	93	10.88%	64	2.55%	15	588	0.98
23.90%	141	15.25%	90	4.41%	26	590	0.68
21.43%	126	9.86%	58	2.55%	15	588	0.84
12.71%	75	7.80%	46	2.03%	12	590	1.14
29.54%	174	17.15%	101	9.85%	58	589	0.31
						Answered	**592**
						Skipped	**10**

13. How do you rate the quality of operation and maintenance of Midland parks and/or facilities?

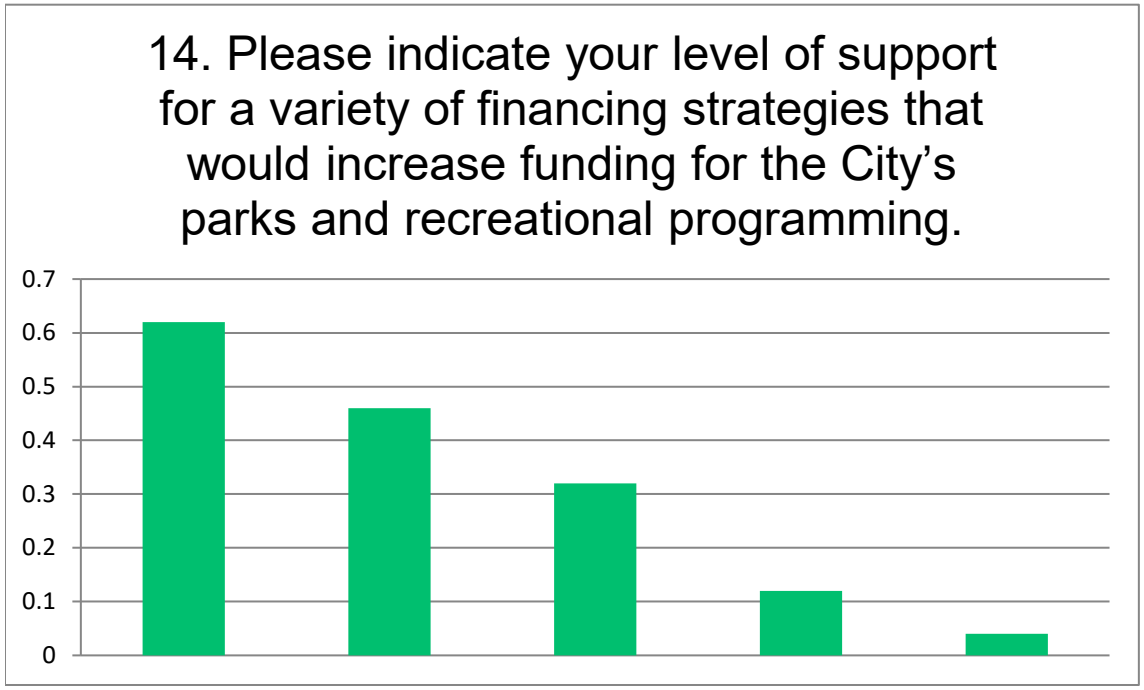
	EXCELLENT		GOOD		No Opinion	
Condition of Buildings	1.70%	10	31.58%	186	14.94%	88
Natural Areas Stewardship	2.88%	17	28.14%	166	28.14%	166
Mowing/Tree trimming	8.32%	49	41.43%	244	6.79%	40
Weed Control	4.41%	26	20.51%	121	6.78%	40
Parking	5.43%	32	37.52%	221	11.21%	66
Restroom Cleanliness	0.51%	3	7.47%	44	29.71%	175
Signage and Information	4.44%	26	33.33%	195	22.56%	132
Green Infrastructure (Trails, trees, etc.)	1.36%	8	19.32%	114	12.54%	74
Trash Removal	2.89%	17	32.09%	189	12.90%	76
Security	1.70%	10	13.97%	82	27.60%	162



FAIR		POOR		Total	Weighted Average
38.37%	226	13.41%	79	589	-0.3
27.97%	165	12.88%	76	590	-0.2
29.03%	171	14.43%	85	589	0
28.98%	171	39.32%	232	590	-0.78
35.14%	207	10.70%	63	589	-0.08
26.83%	158	35.48%	209	589	-0.89
27.69%	162	11.97%	70	585	-0.09
41.69%	246	25.08%	148	590	-0.7
33.28%	196	18.85%	111	589	-0.33
24.87%	146	31.86%	187	587	-0.71
				Answered	**590**
				Skipped	**12**

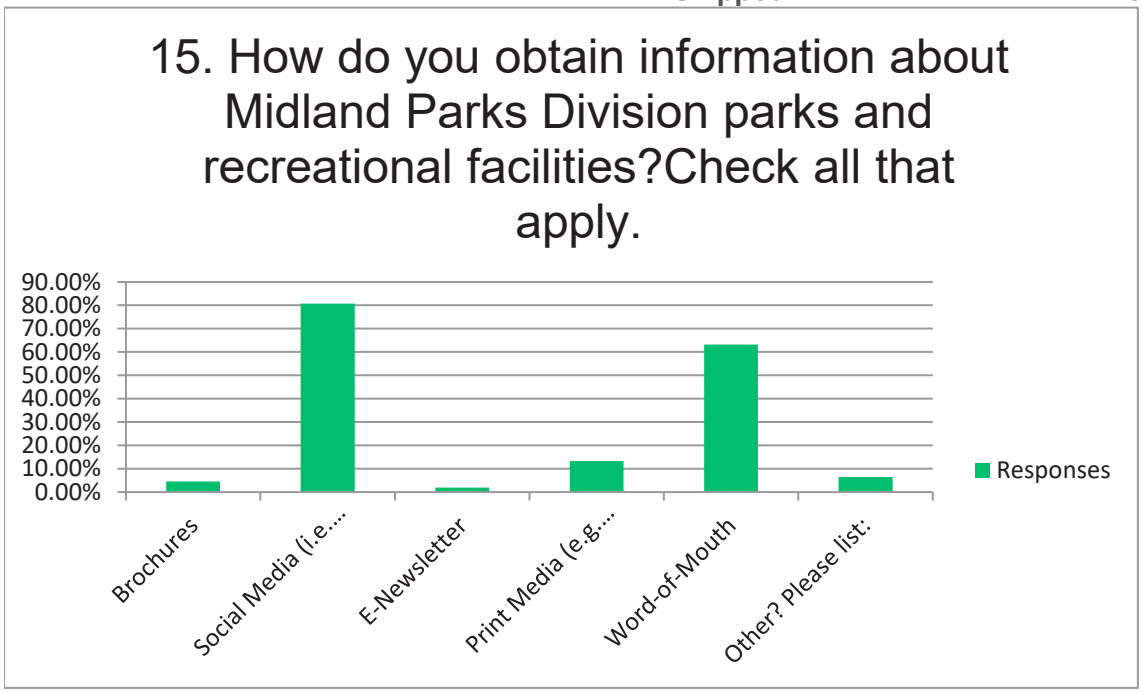
14. Please indicate your level of support for a variety of financing strategies that would increase funding for the City's parks and recreational programming.

	SUPPORT		UNDECIDED		OPPOSE		Total	Weighted Average
Increase the Division's annual budget.	66.61%	391	28.62%	168	4.77%	28	587	0.62
Raise funds for new facilities through voter approved bond initiative.	61.84%	363	22.32%	131	15.84%	93	587	0.46
specialized or maintenance intensive recreational facilities.	50.43%	296	31.01%	182	18.57%	109	587	0.32
Increase rental fees for park facilities.	41.47%	243	29.18%	171	29.35%	172	586	0.12
Increase fees for those who participate in recreation programming.	38.05%	223	28.33%	166	33.62%	197	586	0.04
							Answered	**587**
							Skipped	**15**



15. How do you obtain information about Midland Parks Division parks and recreational facilities?Check all that apply.

Answer Choices	Responses	
Brochures	4.51%	26
Social Media (i.e. Facebook, Website, etc.)	80.76%	466
E-Newsletter	1.91%	11
Print Media (e.g. newspaper, magazine, etc.)	13.34%	77
Word-of-Mouth	63.26%	365
Other? Please list:	6.41%	37
	Answered	**577**
	Skipped	**25**

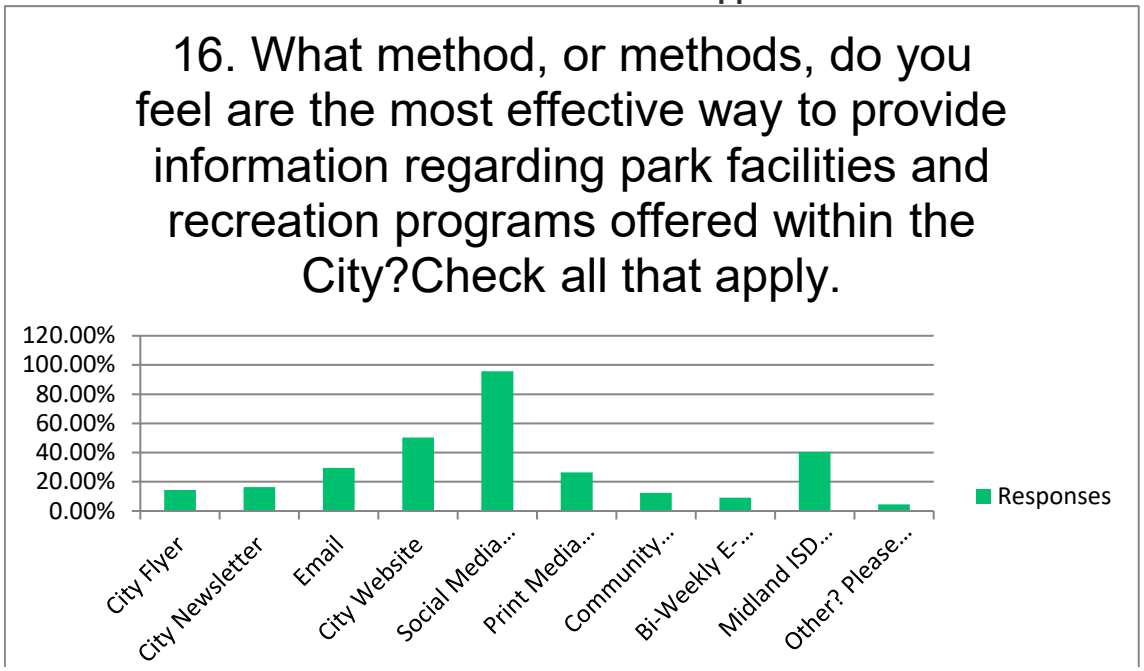


Respondents	Response Date	Other? Please list:	Tags
1	Jul 08 2019 10	I don’t. I would like to know more.	
2	Jul 02 2019 07	Drive by	
3	Jun 30 2019 0	Please not just social media, a large group of people in the younger generations recognize the potential harm in social media and do not check regularly	
4	Jun 28 2019 0	Local news sites, mrt.com	
5	Jun 27 2019 0	I dont	
6	Jun 26 2019 1	None	
7	Jun 26 2019 1	Midland reporter telegram	
8	Jun 26 2019 0	I visit the parks often	
9	Jun 26 2019 0	I don’t	
10	Jun 26 2019 0	Haven’t ever heard much from any source. A Facebook page would be great!	
11	Jun 26 2019 0	Sports	
12	Jun 13 2019 0	Google	
13	Jun 08 2019 0	City website	
14	Jun 06 2019 0	Google	
15	Jun 06 2019 1	We run a Facebook just for the BMX (non racers) in the area.	
16	Jun 05 2019 1	Parks and wildlife	
17	Jun 04 2019 0	Going to the parks	
18	Jun 04 2019 1	Driving around	
19	Jun 04 2019 0	this survey is too long	
20	May 25 2019 1	Internet and drive-by to check conditions.	
21	May 15 2019 1	Television	
22	May 14 2019 0	Don't	
23	May 10 2019 0	MSA board meeting	
24	May 10 2019 1	I’ve lived here my whole life so just from driving around town.	
25	May 09 2019 0	Dont	
26	May 09 2019 0	TV	
27	May 09 2019 0	Through youth sports associations	
28	May 09 2019 0	Website	

29	May 09 2019	C	I call
30	May 09 2019	C	Internet search
31	May 09 2019	C	Facebook
32	May 09 2019	C	Google maps
33	May 09 2019	C	haven't seen this information before
34	May 03 2019	C	Google maps
35	May 03 2019	C	google
36	May 03 2019	C	Don't obtain information
37	May 03 2019	C	Observations

16. What method, or methods, do you feel are the most effective way to provide information regarding park facilities and recreation programs offered within the City?Check all that apply.

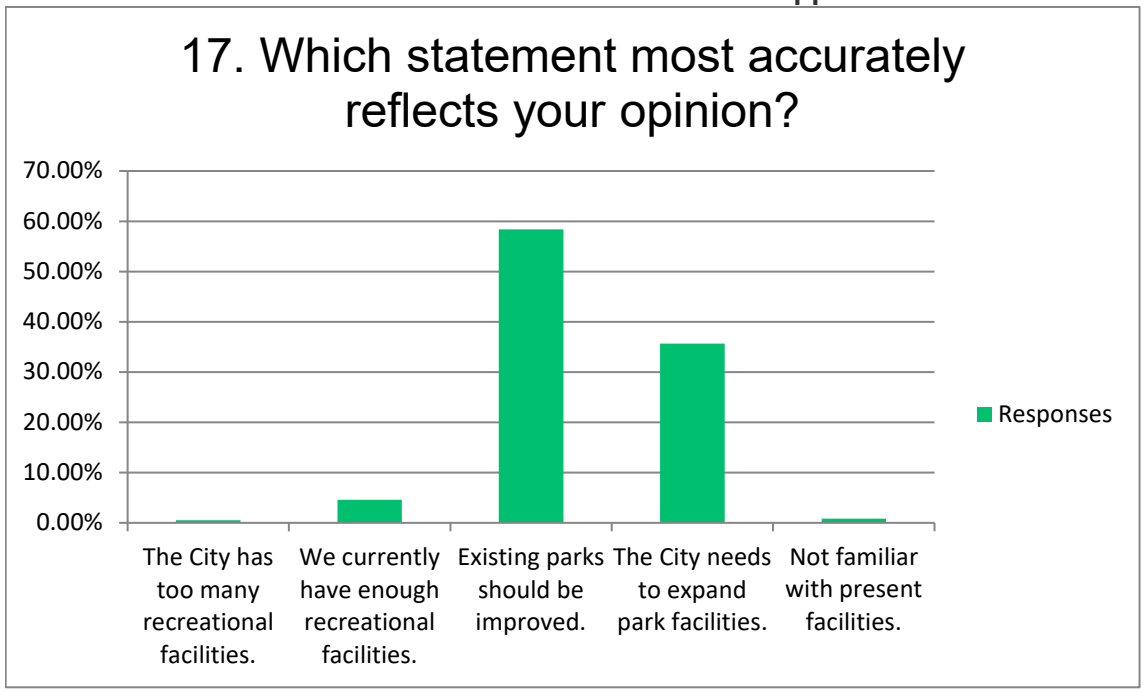
Answer Choices	Responses	
City Flyer	14.36%	84
City Newsletter	16.41%	96
Email	29.40%	172
City Website	50.26%	294
Social Media (i.e. Facebook, Website, etc.)	95.73%	560
Print Media (e.g. newspaper, magazine, etc.)	26.50%	155
Community Bulletin Board	12.48%	73
Bi-Weekly E-Newsletter – News and Notes	9.23%	54
Midland ISD Communications	40.51%	237
Other? Please specify:	4.62%	27
	Answered	**585**
	Skipped	**17**



Respondents	Response Date	Other? Please specify:	Tags
1	Jul 13 2019 09	Greenwood ISD communications	
2	Jul 03 2019 06	Radio advertisement	
3	Jul 03 2019 09	Mail, local TV news	
4	Jun 27 2019 0(	News	
5	Jun 27 2019 0(	Tv	
6	Jun 26 2019 1(	Facebook	
7	Jun 26 2019 0(	Water bill flyer	
8	Jun 26 2019 0(	Radio and tv announcement	
9	Jun 13 2019 0(	All of the above. Would also note that Facebook is a great tool as well	
10	Jun 10 2019 0:	Public Radio annoincements	
11	Jun 07 2019 0:	Radio announcement	
12	Jun 05 2019 1	News channels	
13	Jun 04 2019 0:	Nextdoor app	
14	Jun 04 2019 0(	Chamber of Commerce website	
15	Jun 03 2019 0:	TV	
16	May 18 2019 C	TV	
17	May 15 2019 1	I television	
18	May 09 2019 C	Text Messages for those that request it.	
19	May 09 2019 C	TV/radio commercials	
20	May 09 2019 C	Google maps is a VERY useful resource! And it's easy to use	
21	May 09 2019 C	flyer in the water bill	
22	May 09 2019 C	Partner with local organizations	
23	May 09 2019 1	Television	
24	May 06 2019 C	News	
25	May 04 2019 C	Volunteers	
26	May 03 2019 C	Billboards	
27	May 03 2019 C	google	

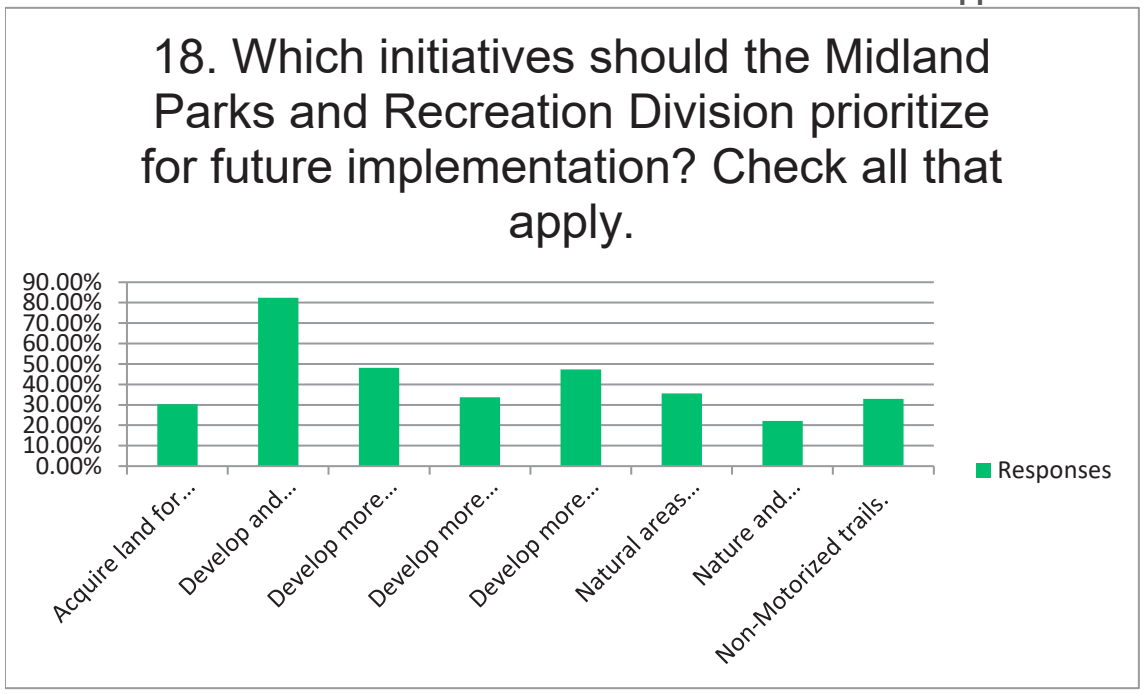
17. Which statement most accurately reflects your opinion?

Answer Choices	Responses	
The City has too many recreational facilities.	0.51%	3
We currently have enough recreational facilities.	4.58%	27
Existing parks should be improved.	58.40%	344
The City needs to expand park facilities.	35.65%	210
Not familiar with present facilities.	0.85%	5
	Answered	**589**
	Skipped	**13**



18. Which initiatives should the Midland Parks and Recreation Division prioritize for future implementation? Check all that apply.

Answer Choices	Responses	
Acquire land for future development.	30.27%	178
Develop and improve existing facilities.	82.48%	485
Develop more active recreation (fishing, etc.) opportunities.	48.13%	283
Develop more passive recreation (picnicking, etc.) opportunities.	33.67%	198
Develop more indoor recreation facilities (recreation center, indoor gy	47.28%	278
Natural areas preservation.	35.54%	209
Nature and historical programming.	22.11%	130
Non-Motorized trails.	32.99%	194
	Answered	**588**
	Skipped	**14**



19. Please provide any additional comments you may have regarding parks and recreation facilities in Midland.

Answered **251**

Skipped **351**

Respondents	Response Date	Responses
1	Jul 14 2019 10:3	We have some nice playgrounds, but in general better attention needs to be given to improving old play sets and keeping the new ones functional and trash and weeds cleaned up. Once a play set gets rusty, it is a liability waiting to happen.
2	Jul 14 2019 09:4	Updates to our baseball fields would bring more tournaments to Midland. As they stand now, people choose not to play the Midland tournaments
3	Jul 14 2019 07:2	The only nicer baseball fields in midland are rented out by little league and CAN NOT be used by club baseball. These are the same parks that MY tax money goes to support and my sons' teams are. It allowed to use them. Instead we practice in sticker filled, gopher hole filled crap field where we can find them. Meanwhile the baseball tournaments in Lubbock, San Angelo and hobbs sell out because their facility is so nice. An amazing baseball complex would boost hotel and restaurants in midland so much!!!
4	Jul 14 2019 12:2	Love places to fish, baseball fields to rent out, summer activities for kids!
5	Jul 13 2019 11:5	Please build□ More baseball fields like San Angelo!! Would love it if people wanted to come to Midland to play!! Not they have to bc there is no where else.
6	Jul 13 2019 10:1	Let's begin by improving, renovations & taking excellent care of what we have (i.e. Dennis the Menace Park). There's a lot of room to grow with what we have. Prove you can take good care of what we have and improve and then we should use examples from other communities common areas to expand in what we have. Also, encourage the community to be respectful and to be good stewards of the facilities we do have.
7	Jul 13 2019 09:5	Baseball fields improved and more indoor gyms
8	Jul 13 2019 05:5	Little league baseball is huge in the state of Texas I think that parks with RV hookups and nice facilities will bring more people to our town and revenue, it is to expensive for hotel rooms
9	Jul 13 2019 10:2	I would love to see a multi-purpose rec center. I believe the city would see some benefit in adding indoor and outdoor volleyball courts and greatly improved baseball & softball and soccer complexes. All fields need upgraded stands, shade covering the stands, filled holes in the fields, and better grass/turf/playing areas. There are too many sticker patches and gopher holes on all of the fields.
10	Jul 10 2019 09:4	I feel that the city gets enough tax revenue to be able to just make improvements with out making citizens pay in more money. Not every one makes oil field money...
11	Jul 08 2019 10:2	The playgrounds that have been recently updated look great! I would like to see more drinking fountains around.

12	Jul 07 2019 09:4	Many of the smaller parks have rust and are not safe or geared towards younger children (5 and younger)
13	Jul 07 2019 06:5	We need to stop spending millions on parks and put them into our schools and roads.
14	Jul 05 2019 09:2	Put an indoor rec facility in South Midland
15	Jul 03 2019 09:4	The improvements made to the parks are outstanding. I have 2 small grandchildren and spend a lot of time in the parks.
16	Jul 03 2019 07:1	Play equipment is poorly maintained, grass is not mowed often enough, and there really isn't enough shade as most parks. We live in an extremely hot area and there really ought to be more protection from the sun.
17	Jul 03 2019 03:0	We moved from Plano where there were miles and miles of very nice, very well maintained walking/jogging trails. Plano also has the PSA (Plano Sports Authority) that provided ALL of the youth sports and was very good. It made it very nice to have it all consolidated and the fees went to support the programs overall without being a burden on the tax base.
18	Jul 03 2019 02:2	Please bring in more things young kids and toddlers can safely do.
19	Jul 03 2019 09:1	we should spend this money on roads first. only AFTER our roads are in good shape should we move on to other issues
20	Jul 03 2019 04:5	None
21	Jul 02 2019 07:3	Additional city buildings to rent for special events would help with funds
22	Jul 02 2019 07:2	Midland has a big running community and it would be nice to have a park dedicated to running
23	Jun 30 2019 07:	I believe finding a way to improve the "grounds" of our current facilities - both parks & sports fields, especially soccer fields, should be at the top of the list. As a parent of 2 children & spending the past 12 years at various soccer fields in town & around the state, our soccer facilities are HORRIBLE. I understand the drought has had a direct effect on watering schedules, but ALL of our soccer fields despite are embarrassing to a community of our size. If we had better facilities, our town could host large tournaments just like we host huge swim & baseball tournaments. We do not need tournament fields. I would recommend to take better care of the fields we have. Most tournaments we play at are played between 3-4 different field complexes (Hogan, Butler, Beal). The potential is there, but ultimately the city must pay for the treatment of weeds, planting & maintaining the field spaces we have before expanding.
24	Jun 30 2019 08:	Buying nueva vista for trail and bike, developing lower income neighborhoods parks
25	Jun 29 2019 09:	City management needs to reevaluate plans for the future. Wanting more money when current money is mismanaged will not help the city. Misappropriation of funds such as the road bond prove the city has plenty of money and people that can not manage it. I will oppose any tax increase until the city shows competence with existing budget.
26	Jun 29 2019 08:	There is so much potential for our city. People just need to see it and have some show them what it could be. Parks & Recreation is a big piece of that.
27	Jun 28 2019 12:	More bike trails. Traffic crazy and there is no where to ride bikes.

28	Jun 28 2019 08:	I love that we have lots of good playground options and the newly renovated ones are our favorites. I hope to see more of the older playgrounds continue to be renovated. More shaded playgrounds would be wonderful since the playground surfaces get so hot in the summer.
29	Jun 28 2019 06:	I second 18 hole disc golf course would be a great addition. Odessa has 2 and we could benefit from having 2 as well!
30	Jun 28 2019 06:	Why does the city pay a third party contractor to maintain the majority of the city facilities and parks? Allderege garden? Why can't the city pay it's own employees enough to do the same work they do?
31	Jun 27 2019 11:	As sports oriented as our town is, better fields that are maintained by the city and not primarily by parent volunteers would be nice.
32	Jun 27 2019 06:	We need to create a safe rec center for all ages. Walking and biking is important and no safe place to go.
33	Jun 27 2019 03:	Love the upgrades to the playgrounds that have slowly been completed. Keep□ It up!!□ □ Would like to see better cooperation with sports organizations utilizing city owned fields.
34	Jun 27 2019 10:	More splash pads!
35	Jun 27 2019 09:	Overall City works hard to improve our Parks and I personally see the efforts. please consider making Beal Park a partial Mountain Bike Park. It's perfect because it already had existing trails and is very nature oriented already. You could charge small yearly fee to use. I would pay it.
36	Jun 27 2019 08:	Please more shaded canopy areas at parks!
37	Jun 27 2019 08:	Parks need to accommodate the handicapped and elderly as well.
38	Jun 27 2019 08:	Acting upon the master hike and bike trail plan intro-city would go far in getting citizens behind your efforts!!
39	Jun 27 2019 08:	Fix broken parts of play grounds quicker. The slide at Hogan Park was broken for at least 6 months before it was fixed.
40	Jun 27 2019 07:	I think more lights need to be at the parks.
41	Jun 26 2019 11:	Midland needs more fishing options. We have too little at the moment.
42	Jun 26 2019 11:	Landscaping needs to be improved too many stickers and weeds
43	Jun 26 2019 11:	Though we are not known for living in a "beautiful" area, it is essential that we take better care of our surroundings and allow our community members to spend more time outside.
44	Jun 26 2019 10:	.
45	Jun 26 2019 10:	Midland really needs to do something about this problem. There is nothing for families to do here.
46	Jun 26 2019 10:	A lot of people leave town on the weekends because there's "nothing to do." With adequate advertising (social media presence is required in this day and age), the COM can host events- tournaments, concerts, etc. to get the word out, get people in the parks, and raise funds for improvements.
47	Jun 26 2019 10:	Thank you for doing this!

48	Jun 26 2019 10:	Would love if runners and bikers and walkers would have a long trail to utilize. We love to go to the park and the newer ones are great. Let's get rid of all the wood chips!!! And if you're going to have a splash pad... please have some shade and a potty.
49	Jun 26 2019 10:	The recent renovations to parks have been excellent
50	Jun 26 2019 10:	Wonderful job at improving parks currently, very happy with all that y'all do! Please continue to improve. Again- would love long distance cycling trail.
51	Jun 26 2019 09:	While I do realize we have to be mindful of our climate, it is imperative that we invest as much as we can in the quality of our parks and work smartly using as many native plants as possible so that they will thrive with minimal use of water. I would certainly like to see more natural green spaces. After seeing areas like the multipurpose center in Hobbs New Mexico, it shows the possibilities that we should consider as well. Oil companies like Anadarko are dealing with employees wanting to go back, mostly because of outdated schools and a lack of recreation. We have to create Our paradise here.
52	Jun 26 2019 09:	I would love to see more trails in new or existing parks. The ones we have are beautiful but I thinks it's time for some addition.
53	Jun 26 2019 09:	The baseball, softball, and soccer fields are embarrassing. Midland is by far the worst facilities my kids play at out of all the places we travel.
54	Jun 26 2019 08:	I just strongly wish for walking/running trails that actually have distance. Tiny loops around a park (like Faskin, tumbleweed park) are nothing. We need long trails where people can actually exercise. Something like Memorial park in houston or Katy trail in Dallas would be so ideal. Even biking available.
55	Jun 26 2019 08:	Build a park in the huge legacy addition
56	Jun 26 2019 08:	More trees and water parks!!!!!!
57	Jun 26 2019 08:	We need better recreational facilities for our kids and grandkids to enjoy
58	Jun 26 2019 07:	The play areas inside ballparks (like Mid Cities Baseball Complex) are VERY outdated and almost dangerous to the point where I don't let my son go play on it. Those parts - the play areas inside the complexes, need to be taken care of and maintained too!
59	Jun 26 2019 07:	Our parks look like something from the 3rd world. Embarrassing!!
60	Jun 26 2019 07:	Just add a few picnic tables with a tree planted next to each one around the childrens playground and I would be satisfied.
61	Jun 26 2019 07:	Adding fishing to Wadley BARRON Park would be a big improvement.
62	Jun 26 2019 06:	The HEB splash pad is not kid friendly the pressure is too high and not big enough for Midland
63	Jun 26 2019 06:	We need more bike and walking trails around Midland!
64	Jun 26 2019 06:	Improve the walking trails and build a splash pad
65	Jun 26 2019 05:	None
66	Jun 26 2019 05:	I know pesticides are problematic but the mosquitoes make the parks unenjoyable during the cooler hours, specifically grafa, cowden, And Hill Park.

67	Jun 26 2019 05:	The city makes enough money off our taxes they should budget better and make the parks safe for families and children. More trees planted just improve what is already there. Budget our money better for families to be able to go out and spend quality time together. More family time and less bars is what this place needs
68	Jun 26 2019 05:	Some neighborhoods don't have a park close enough.
69	Jun 26 2019 05:	Sport fields are nice but should plan more parks and “green” spaces in advance in between midland and Odessa to ensure good planning for when we begin to merge together, MORE SHADE STRUCTURES (efficient and aesthetics), nature trails don’t have to be watered golf course grass - enjoy the nature preserve, hardscaping is nice as well - xeriscaping and use of drought resistant plants drastically help look of town without of price of watering grass, we are fine with cactus and rocks - just make look nice/designed, man made ponds help as well - cj Kelly and duck pond are great more at level of duck pond would be fantastic
70	Jun 26 2019 05:	More hike / bike trails
71	Jun 26 2019 05:	Baseball parks need serious attention a baseball complex would be nice. City should control fields not letting little league lock them up it’s a public park not one owner. Everyone that pays taxes should be able to use them.
72	Jun 26 2019 05:	I hope this survey wasn’t a waste of time like the survey for naming of the downtown library.
73	Jun 26 2019 05:	More shade and benches
74	Jun 26 2019 05:	We lose out on so many opportunities to bring people into Midland for travel sports! Upgrade existing fields including baseball/soccer/softball/volleyball to capture some of these tournaments! If you build it, they will come!!
75	Jun 26 2019 05:	Parks should be taxpayer supported. They make our city better.
76	Jun 26 2019 04:	The East Side of Midland needs to have just as much care as the North gets. We need to take care of our baseball fields!!
77	Jun 26 2019 04:	Please do this! I'm tired of people asking why I live here. Please make it a joy to live here instead of embarrassing.
78	Jun 17 2019 11:	Myself, and most of the parents I know will not go to any park that doesn't have a resyroom, no matter how nice it is. It is just not practical to load kids up every time one needs to go. They are a necessity and very rare in Midland. You can take your kids to Gattis or the like with less difficulty.
79	Jun 13 2019 08:	N/a
80	Jun 12 2019 01:	I just want to see more indoor places. Multiple places so they don't get overcrowded...
81	Jun 10 2019 02:	Get back to groundkeepers who have a sense of OWNERSHIP and not outsourcing "care" of parks. They mow over sprinkler heads and don't alert anyone. No raking of the sand in play grounds. Etc. "Not my job"....."they don't pay me enough".□
82	Jun 09 2019 08:	30 miles of road bike trails that are safe so people stop being killed by cars when trying to get a ride in
83	Jun 07 2019 07:	Please please please build a better skatepark! Football field, Parking ! Basketball
84	Jun 07 2019 04:	We need indoor activities for the really hot days. Maybe an indoor climbing area that can be used year round

85	Jun 07 2019 02:	While I feel our parks can be improve and maybe even additional ones added; I believe we must first spend tax money on improving roads and down town signage for parking for the public
86	Jun 07 2019 02:	Thank you!
87	Jun 06 2019 10:	Overall really good job with what we have to work with. I feel that parks and recreation needs to campaign for corporate sponsorships to increase and upgrade our parks and facilities not the citizens we are already taxed heavily. Use the tax money from alchohol sales! $5m sales tax should go a long way.
88	Jun 06 2019 09:	Need large loop paths, preferable paved, wide enough for two-way traffic with joggers, kids on bikes, strollers, etc, partially shaded with trees. Cyclist training path would be great too. There is no safe place to bike in town.
89	Jun 06 2019 07:	Overall, all the parks are well taken care of. But Beal Park needs more trees and more covered picnic area with bbq pits for a friendly family picnic. Please! TYI!
90	Jun 06 2019 05:	Na
91	Jun 06 2019 05:	We have some really nice parks but need more. Sports complexes especially need help!
92	Jun 06 2019 05:	My biggest concern is stickers and fixing some of the older playground equipment that may have sharp edges or cracks in the toys
93	Jun 06 2019 04:	The beal skatepark should be extended amd have an added street section for the bmx and skate community. We have held several jams amd competitions to raise money for an improved and bigger park. And we deserve more things to ride.
94	Jun 06 2019 03:	Thank you for all the work that was put into Dennis the Menace; it is a wonderful facility. Please research communities (Olympia, WA, Dallas, Austin, Seattle, Wa) that promote more active living for all people and implement some of these practices. This will not only benefit the health of our people, but it will improve community relations as well.
95	Jun 06 2019 02:	Updating and maintaining current facilities should be priority number one. The City of Midland needs to show residents and tax payers that City staff is now capable of turning around the negative image surrounding our current parks. What image would the City of Midland be painting by creating more parks that would essentially be cared for with the same lackluster performance as they currently are.
96	Jun 06 2019 02:	I disagree with a bond issue, as midland has done a terrible job managing the funds that it does get. Cities of comparable size, where citizens are not taxed to death are in much better shape than Midland. There is so much potential here, especially with all of the tax money that comes in through the oil & gas industry, that there should be no reason for our people to feel deprived. It is very sad when so many people fee the need to get out of town the second they have any kind of time off because the total lack of facilities & amenities that would make anyone want to stay. □ Sadly the only thing people seem to do in midland is leave - even 4-5 yr old has a travel football team so that families can have an excuse to play their games in other cities with better maintained parks.
97	Jun 06 2019 02:	A BMX ACTION PARK WOULD BE A GREAT ADDITION TO THE CITY.
98	Jun 06 2019 01:	We have to do better! We travel to other cities just to use their facilities. We have over 100k people we can do better

99	Jun 06 2019 12:	Grass has been really high in a lot of parks making it un enjoyable
100	Jun 06 2019 12:	I would LOVE to meet with someone regarding my idea for a "Rideable" Museum - Skate / BMX plaza. that would feature a few "legendary" spots from around the world:□ □ The Brooklyn Banks - NYC□ Hubba Hideout - San Fransico□ LOVE Park - Philadelphia PA □ Barcelona Museum of Contemporary Art - Spain□ □ □ Most of these spots have been torn down etc, or would be nearly impossible for the average kid to visit. □ □ Each would have a plaque that would have a QR code that would allow anyone with a cell phone to scan it see a wiki page of sorts of that spot. Which pro athletes made it famous with video clips etc.□ □ I have been working on a 3D model of the park layout wise, and would love to show it off.□ □ □ Action sports are no longer obscure, the X-Games are mainstream now, and I feel something like that would bring people TO Midland from all over, and be fairly easy to construct compared to a traditional skate park.□ □ □ Thanks,□ Reed Culver□ □ Reed.Culver@gmail.com□ □
101	Jun 06 2019 06:	Need more walking and biking trails. Please improve the park on Common Wealth in Legacy. We need trees, picnic tables and more play equipment.
102	Jun 06 2019 02:	Make midland beautiful again
103	Jun 06 2019 12:	Bike trails like Midland-Odessa. Indoor recreation facility with pool, leisure river, gym indoor running, room for activities like birthday, etc
104	Jun 05 2019 11:	The beal skatepark is a great facility and we are lucky to have it. I have been going there since it was built. In the last few years there has been a huge increse of people using the park. Kids get dropped off there for hours during the day. I think everyone would agree that adding to the park would be great but at the very least some shade and seating would be a huge improvement.

105	Jun 05 2019 11:	There aren't any football areas for teams and kids. All areas are soccer and baseball. Football is deep in west Texas and there isn't anywhere to play. Consider joining forces with permian basin football league to have keys for lighted areas and field use.
106	Jun 05 2019 11:	Midland needs more recreation for all ages, we are expecting a huge growth in the next several years. We need this for all ages to get out more and to be healthier and not stuck to the tv and their phones all the time
107	Jun 05 2019 11:	Desperate need of long (several miles long) running biking multi use paved trails with shade.
108	Jun 05 2019 10:	Victory Park is a joke, a decent sized green space with one tiny play structure. So much potential i want to see my tax dollars go towards planting some shade trees, waking trails, playing fields and a dog park there!!! Especially since it's walking distance from my house and my 3yo loves going there. Also Dennis the Menace Park is AWESOME, but we have to drive there so we don't go often.
109	Jun 05 2019 10:	Please upgrade the skate park
110	Jun 05 2019 10:	Please find a way to shade existing playgrounds and provide places for picnics, etc. Also, bathrooms are important. Splash pads are an excellent way to cool off in the summer heat. Find a way to fence off area like the duck pond that are just not safe due to traffic.
111	Jun 05 2019 10:	A mountain bike park and a motorized trail park would be wonderful. Currently have to go to Odessa for mountain Biking and 2 hours in every direction for OHV trails. Midland has a large population that does both.
112	Jun 05 2019 10:	Just improve what we have already a water park for sure. More activities for.children and young adults. Anything that would.keep.kids out.if trouble.and away from.drugs
113	Jun 05 2019 10:	With the current population explosion, I know they are doing the best the can with the resources they have.
114	Jun 05 2019 09:	The skatepark at Beal park needs maintenance and updated.
115	Jun 05 2019 09:	I wish the parks director would return my email concerning the drains not working at the skatepark.
116	Jun 05 2019 09:	Sidwell Park desperately needs updating and renovation. There are many children in the neighborhood surrounding it that do not get to utilize the park due to its poor structure and lack of working or non broken play structures.
117	Jun 05 2019 08:	Midland would benefit from a structure of cycling and multi use trails.
118	Jun 05 2019 06:	Love the Dennis the Menace Park!
119	Jun 05 2019 01:	Thanks for asking my opinion.
120	Jun 04 2019 10:	We definitely need more biking and walking trails as well as fishing ponds and areas of parks with lots of shade trees.
121	Jun 04 2019 08:	Weed control must be improved!
122	Jun 04 2019 07:	Kiwanis Park is in major need of a new playground.
123	Jun 04 2019 07:	We need a place to ride bikes for miles!! Roads are too dangerous.
124	Jun 04 2019 04:	I think Midland has too many parks. We should work on growing and improving the more updated parks and eliminate some of the parks.

125 Jun 04 2019 03: Isn’t there a huge amt of $ pouting in from sales tax and motel fees? Use that. Real estate taxes are too high and everyone is paying into the sales tax number. So it should be used instead

126 Jun 04 2019 02: More water! Maybe an off leash dog park that has a pond!

127 Jun 04 2019 02: The outdoor activities available are poor and expanding such activities would go a long way toward mental health, depression and help build family bonds.

128 Jun 04 2019 01: Midland has enough football fields. I would like to see an initiative that would provide live performers (musicians) in city parks on weekends.

129 Jun 04 2019 11: Thankfully, some of our area non-profits have stepped in to fill the gaps (ie. COM). But I do believe there are untapped areas of collaboration between the city, school district and non-profits due to the lack of communication and willingness to work together to improve our community as a whole. I do think this is changing, but there is still much work to be done.

130 Jun 04 2019 11: Incredibly disappointed in Dennis the menace improvement, what a dirt/ mud puddle! Why wasn't sod installed?!

131 Jun 04 2019 10: I’ve lived here for 10 years and I’ve seen many improvements to existing facilities. I’m ready to see some new bike trails and safe spaces for outdoor activities. No more cyclists need to be mowed down by big rigs. There needs to be safe places closer than big spring to be able to ride a bike outdoors.

132 Jun 04 2019 09: I truly appreciate that I rarely see trash at the parks, they seem to be very well maintained, especially considering the amount of trash you see just driving down the roads. My kids ask to go to cowden or C.J. kelly all the time. More shade at C.J., even just a covered area to sit would be excellent!

133 Jun 04 2019 08: Rain day fund... how big does that have to get? I’d say population explosion is the rain day!

134 Jun 04 2019 08: Parks need to be expanded where the city is expanding. Some parts of the city have several parks within a small area, while others don’t have any at all.

135 Jun 04 2019 06: Thank you.

136 Jun 03 2019 11: better landscaping for all parks, more flowers, trees, and shrubs. Having local vegetable gardens all around in many parks would be nice. The neighborhood community can up keep it. More water features!!!

137 Jun 03 2019 09: Improve and increase cycling paths

138 Jun 03 2019 08: We need walking and biking trails. The city needs more bike lanes.

139 Jun 03 2019 07: Midland has great weather for cycling—develop and promote it

140 Jun 03 2019 04: Midland is the most “un-dog” friendly place in Texas. DFW, Houston, etc are very dog friendly towns. There are no “greenspaces”. We have nothing to offer young professionals/families to move here. It is dirty and ugly.

141 Jun 03 2019 03: While I believe that parks and recreation is an important piece of the Quality of Place initiative happening in Midland, I will not support a bond that increases taxes for the purpose of improving parks in the near future. Quality of place is impacted by many factors beyond parks and facilities for recreation. There are other more pressing matters regarding infrastructure and healthcare that I am willing to support through bonds in the near future. Parks and recreation are lower on my list of priorities for this community. We cannot address the all of the challenges this community faces at one time and expect to be successful.

142	Jun 03 2019 03:	Spend the money on roads
143	Jun 03 2019 02:	It’s embarrassing the state of our facilities. No wonder ppl don’t want to move here for quality of life reasons.
144	May 25 2019 11	I know weeds are part of West Texas. But thorny weeds or those with stickers stop use of existing areas for both parks & school playgrounds.
145	May 14 2019 10	Midland needs indoor basketball courts and bike paths
146	May 14 2019 06	Would love to see safe biking and walking trails. □ One side of the frontage road of Highway 191 could become a non motorized bike lane for both west and eastbound bikers between Midland and Odessa.
147	May 14 2019 05	Keep up the good work. Work with what you have but never be afraid to ask for what you need.
148	May 14 2019 03	The city is looking beautiful.□ As far as the parks go; my wife and I enjoy taking our dogs to the dog park at Beal. Would be nice to see better watering opportunities there and something like an agility course.□ I also like to fish. I'm not for building new parks... but maybe another fishing hole in Southwest Midland wouldn't hurt. Not that I'm willing to open my wallet to make it happen haha.□ The only other thing I can think is it would be nice to have more stages around town to put on little shows. □ Really as a life-long citizen of Midland I hope that our tax dollars are put to better use on our embarrassing roads and drainage system before we even start thinking of increasing taxes to expand our parks.□ Thanks for all your department does. Y'all are doing a good job.
149	May 14 2019 02	We love the parks and how many there are, but the Permian is huge and you guys still act like a small town. We need the HUGE indoor rec center/water park that most towns our size have! It will bring in so much revenue and look good for our city!
150	May 14 2019 01	I am an avid golfer and spent the majority of my “park” time at Hogan Golf Course. Most of my answers are in regards to the golf course. There are many other city courses that are a higher quality course than Midland, including Odessa. The renovation of the Roadrunner course was appreciated but as soon as it was re-opened, there were dead spots on the greens and they still struggle with several of those greens. With that being said, it was definitely an improvement. The Quail course, at the very least needs cart path work and more irrigation and the clubhouse/restaurant could use a facelift. This is one of the few public options in the area and I think we need a course(s) we can be proud of.
151	May 10 2019 10	Midland is growing faster than we can handle. There needs to be more good things to do to keep kids and adults out of trouble! And not everything can be outdoor activities. We need places where kids can burn off energy daily without breaking the bank.
152	May 10 2019 10	Please keep toddler safety a top priority for new playgrounds :)
153	May 10 2019 07	None
154	May 10 2019 05	Schools need to come before anything else!!! There is not enough safe play activities for kids as it is, our parks are fine but our schools are overcrowded and underdeveloped. Playgrounds are extremely unsafe

155	May 10 2019	12	My neighborhood needs sidewalks so kids can ride their bikes. Also, McDonald Street south of Bonham has no sidewalks and kids walking home from school have to walk in the street or in people's yards. Louisiana Ave also has no sidewalks. My child doesn't have a place to ride his bike by our house.
156	May 09 2019	11	Improve upon what you have before adding more. It just makes it seem that you don't care about certain areas of town. Also, don't make the mistake the city did with the naming of the library. That made every citizen who cared enough to vote, aware that city council did not care what the community wanted. They simply did what they wanted despite the citizens input. If you ask our opinion then use the information for what it's intended to do.
157	May 09 2019	10	Please help at butler and windlands soccer fields. Baseball and football have nice facilities and soccer ha over 2,000 players each season have to play on uneven rough ground with stickers, fire ants, weeds and dog poop. The volunteers on msa are doing their best to improve but need assistance from the city to utilize existing contracts for field improvement. If we had nicer soccer facilities the sport would flourish and it could host tournaments for out of town teams in the west tx region to stimulate economy. It's sad that Odessa has so much better fields.
158	May 09 2019	09	Support all organizations for the youth in Midland not just football & baseball.
159	May 09 2019	09	Please, please please. Work on the soccer fields. MSA is a non-profit organization, all workers who are out there working with the kids are volunteers. It would be much easier to acquire these volunteers if we had better grounds keeping. Field conditions are the number 1 complaint from parents. Holes, unlevel playing surface, stickers/weeds, grass is mowed Monday's so it's entirely too tall come Saturday when games are scheduled, dog poop on the fields 24/7, restrooms are left unlocked 24/7 during the season and are absolutely putrid. The list goes on. We need the city's help. If the city can drop hundreds of thousand of dollars on field renovations for MUGS softball, i feel MSA deserves the same financial backing.
160	May 09 2019	08	I am sick and tired of city employees hiding behind the 4B when it comes to how awful our soccer facilities. We all know not a dime of the 4B would have gone to soccer. City of Midland needs to wake up. 3500-4000 kids play recreational soccer every year. Every! Year! It's clear how it works. City employees that make decisions don't have kids or grandkids playing soccer. Probably explains 300K to mugs for field improvements
161	May 09 2019	08	We need a bike trail
162	May 09 2019	08	The soccer parks are given the least amount of maintenance and soccer is the only association being charged by the city for lights. How does the city justify giving MUGS $300,000 when MSA has 2100 kids registered for soccer and the city does nothing to improve the soccer fields. It treats MSA like it's not a not for profit organization
163	May 09 2019	08	The only areas that can provide true fairness to the public
164	May 09 2019	08	We need safer biking trails!!! Biking is huge here and is so unsafe right now.

165	May 09 2019 06	We need for the money to be put to good use as soon as the expenses are approved instead of raising our taxes over and over, asking for bonds and then just sitting on it until city officials election comes up, that's when things starts getting done to use it for votes. A water park, amusement park, a drive through zoo would benefit the families in Midland and would also bring income to the city. Wake up Midland, we need honesty and leaders that will get things done to make our city a better, safer family place.
166	May 09 2019 05	Shaded areas would be really nice to park under and to have picnic tables under.
167	May 09 2019 05	Put in some hiking trails through land already owned, but not developed
168	May 09 2019 04	Maintain current parks for youth sports within the city
169	May 09 2019 04	I wish it was easier to find and see all the available parks to visit. Some parks are not even on the Apple or Google maps so you cannot find them unless someone tells you about them.
170	May 09 2019 03	Thank you to the City Parks Department for their hard work on trying to maintain the facilities. They need more staffing!
171	May 09 2019 03	Shade□ Restrooms□ Trails - pedistrian friendly□ Toddler friendly facilities□ INDOOR playgrounds and options
172	May 09 2019 02	There are great parks and I love how you all have renovated Dennis Park and added splash pads. For the safety of my husband and cyclist friends, please consider creating a great bike trail or a bike lane. Thank you for making our community a home!
173	May 09 2019 01	There needs to be an indoor recreation center including a public pool for use. More info about where public splash pad facilities are.
174	May 09 2019 01	N/a
175	May 09 2019 01	Do not build another park. Dennis the Menace just opened and Concho will open another park. Build on and improved what we already have. The city and county are floating in cash, don't come to me with a bond.
176	May 09 2019 01	I think the city of midland has a good number of parks, but there’s an incredible difference in how each park is kept. The existing pros could be great with some improvements. Shade canopies/trees, more picnic areas, better parking weed control, restroom availability, more interactive playgrounds, sandboxes, water activities. The city of midland is no longer a small town and it’s parks have stayed the same for years. It’s time for them to catch up with the vastly growing population
177	May 09 2019 12	More splash pads and fix up existing parks
178	May 09 2019 12	Current “good” parks are overcrowded
179	May 09 2019 12	Loving all of the updated parks. Great work please continue. Also, we really need some splash pads! Thank you!
180	May 09 2019 12	Na
181	May 09 2019 12	Kids deserve to have positive outlets that increase quality if living and health decrease childhood obesity

182	May 09 2019	11	I think there are many in the public that would love to help any way we can, whether with ideas or in other ways. Please reach out to us.
183	May 09 2019	11	Thank you for looking in to this
184	May 09 2019	11	People in this town WANT to be active, we want to be fit and be outside with our families, but we need a safe place to do that. Give us trails, and not the waste of money trail that was built over by Hogan Golf Course. No one is going to drive clear across town to run on the sidewalk of Fairgrounds.
185	May 07 2019	11	There are so many parks around Midland that would look beautiful with a body of water for visitors to bird watch, fish and so on. Midland really needs to consider playa lakes.
186	May 07 2019	08	It's beyond me how we can live in Midland and be the laughing stock of the Permian Basin. It's obvious to me that there is plenty of water around with all the fracing that is going on. So we should be able to have nice facilities. When you drive around town it's not just our parks. Our whole city looks like crap. It's about time someone does something or let's get some different people in there
187	May 06 2019	11	I'd like to help lvega.clary@gmail.com or 469-360-6251
188	May 06 2019	10	Work on making what you have better. More trees, grass, landscaping. Maintain what you have and improve where needed no need to increase your workload and burden with additional infrastructure.
189	May 06 2019	10	The city does a very poor job of trying to help our youth with the concern of giving them places to play.
190	May 06 2019	09	The lights for the softball field, soccer fields, basketball courts should be on at least until 11 pm. Families cannot play out there in the evenings if we have no adequate lighting. This really is a major issue. Obviously not every park needs to be on but at least a couple of fields do, for each park.
191	May 05 2019	10	Offer better installations would help to wants people stay in the city for good
192	May 05 2019	10	The condition of our roads is unacceptable, and you want more money for PARKS... unbelievable. You just finished the overpass at Fairgrounds Road, and it has had to have repairs ever since. Did you go the cheap route? Every bit of the use of taxpayer dollars has been unacceptable. Midland sucks. It's ugly compared to almost all other cities of our size and larger. But, by all means, we need to blow more money on parks. (shaking my head)
193	May 05 2019	10	Butler soccer fields are in desperate need of fixing. They are awful for the kids to play on.
194	May 05 2019	08	Thank you for realizing Midland has a lot of room for improvement in this area!
195	May 05 2019	08	Overall upgrading is needed at most facilities.
196	May 04 2019	07	More sticker/weed control and less dirt
197	May 04 2019	04	Keep dogs out of Dennis the menace. There is already a dog park.
198	May 04 2019	04	It would be nice if the city maintained or helped support the maintenance of the fields. Also, the entrance and exit for Butler is terrible. There seems to be enough parking, but getting in and out of the parking lot is a nightmare.
199	May 04 2019	03	House park is frequently covered in broken glass and other detritus. There is a drilling rig directly behind the park as well. It has a wall dividing the rig from the park, but there are numerous doors propped open and unsupervised.

200	May 04 2019 02	Pro-bond, LOVE the park upgrade Dennis the Menace got. Great work!!!
201	May 04 2019 08	In the years I ha e lived in midland it has been exciting to see the parks being redone and improved. This town need splash pads. There are systems that can be used so that the water get reused and less is wasted. Also there is lack of shade over the actual play structures. I know they are expensive but we live in the desert and I think it's a wise investment. Good job Midland on making parks that are fun for a variety of age ranges. We love this town it's our home and we plan to be here for life. Let's make this place a place where people come and stay.
202	May 04 2019 08	Midland Parks and Rec has done all they can with their current funding! Financing needs to be fixed first before and dreams can become realties
203	May 03 2019 10	Ask companies to help take over some parks or co-own... at least open to sponsorship upgrades to add overhead shade, maintenance & cleaning program, etc. □ Finishing sidewalks around town would also help with family walks.
204	May 03 2019 10	We love the parks and all the renovations that were done in the past few years. But in the summer the open slides are almost impossible to use because of the heat. They need shade and there needs to be shaded seating to sit and take breaks from the sun. Sticker (weeds) control is also bad at some parks.
205	May 03 2019 09	A northern side softball complex□ Is very needed. There are so many baseball opportunities and softball is lacking.
206	May 03 2019 09	Lots of girls want to play volleyball. There is not enough gym space to accommodate
207	May 03 2019 09	More shade in parks and seating for parents
208	May 03 2019 09	I know it's hard to keep things green in the desert but shade trees go a long way. We really need more fishing ponds
209	May 03 2019 08	Just having shade trees and benches would be an unbelievable improvement.
210	May 03 2019 08	None
211	May 03 2019 08	Fix our parks
212	May 03 2019 07	New Dennis the menace is awesome. More parks like that would be great
213	May 03 2019 06	We need restrooms at parks! No more sand or wood chips, AstroTurf is best to accommodate crawlers/young walkers at parks
214	May 03 2019 06	Make trail system priority. Utilize TPWD matching grants.
215	May 03 2019 06	Partner with current wellness efforts at the hospital□ Pay attention to environmental stewardship
216	May 03 2019 06	It's frustrating that midland hardly has any play areas for little kids. I feel like Odessa has better quality parks. I would love for midland to actually care about their parks and improve them.

217	May 03 2019 05	No increase in taxes or bond initiative necessary. Improve our city council and management structure so the budget is better handled for the city. It's been too many years of mismanagement and poor decisions and taking advantage of the public trust. Rebuild from the ground up with new leadership and a renewed sense of respect for the public and the city which would hopefully eliminate the self serving attitude of our current counselors and management.
218	May 03 2019 05	The people of midland deserve better sports fields. I realize this is a football community but look around! The fields at the grande stadium are amazing and turf!! I don't see anything like this for soccer or baseball. It's a real shame that one of the wealthiest communities cannot have better facilities. We are on a mission to become the healthiest communities in Texas, this is the start.
219	May 03 2019 05	Many of the parks have been wonderfully improved in the last few years and are wonderful to visit. I hope to see more improvement on the knes we have. More benches, shade, water, and bathrooms.
220	May 03 2019 05	None
221	May 03 2019 05	More family friendly activities □ More sun shade at parks along with bathrooms □ More splash pads
222	May 03 2019 05	MARC Opportunity Park is in desperate need of repair. As the only park that caters to kids with special needs, the park is so damaged and in such disrepair, that children cannot use the equipment. There are no wheelchair swings or other equipment to get them involved in play. I would love to see this park restored and updated so all kids in Midland can have a safe place to be. I would also love to see more canopies or shaded areas as well as more trees/nature.
223	May 03 2019 05	I like midland parks for the most part but there is room for improvements to existing parks and I want to see more parks on loop 250 1140 and greenwood area kids are board
224	May 03 2019 04	IN DOOR POOLS. there is nothing water in the winter months for families besides com and ymca but both are not for family recreation. Thanks
225	May 03 2019 04	Thank you for all that you do - we are blessed to have so many and love that we do!
226	May 03 2019 04	Embrace the desert! Landscape accordingly - look to other desert cities for climate-appropriate plants, grass, and other landscaping.
227	May 03 2019 04	We need more water activities in the summer: splash pads and pools, and then more indoor activities like rock climbing and indoor gyms
228	May 03 2019 04	We need some longer off road bike trails, nature trails and dog parks. We have plenty soccer and football fields.
229	May 03 2019 04	Thank you for the wonderful work on Dennis the Menace park! This is a wonderful resource for our city!
230	May 03 2019 04	This is one of the dirtiest places I've ever lived, the roads are horrible, there is always trash everywhere, and the total lack of support from the local government and schools is sickening!
231	May 03 2019 04	Thanks for all your hard work!
232	May 03 2019 03	Qe are one of the fastest growing cities in the US and our parks are terrible. There's no reason to try to raise taxes again because we pay crazy high taxes already. The money is there, the city just refuses to spend anything on parks and rec without ANOTHER tax increase.

233	May 03 2019 03	Definitely don't spend money on new parks/facilities. Utilize capital to upgrade facilities, especially those associated with schools. Focus on strategic parks across the city and then work to upgrade and maintain existing parks.
234	May 03 2019 02	It would be nice to have murals painted on the sides of park buildings.
235	May 03 2019 02	I would love an adventure playground (characterized by loose parts) here in Midland, more splashpads, an indoor playground, more shade trees at existing playgrounds, etc.
236	May 03 2019 02	We are the embarrassment of the State! Our open fields at parks and sports fields are the worst I've seen in West Texas, while in the middle of one of the richest counties in the state.
237	May 03 2019 01	Take care of the parks we have already, making sure they are clean and maintained. Stop adding sports facilities at the cost of the taxpayers; make those who use them raise the funds.
238	May 03 2019 01	People are constantly looking for green nature areas for photo opportunities. Kids turning 1 photos, family photos in nature areas, high school senior photos. Having a park/water garden/botanical garden area would help greatly. I see people at tumbleweed park trying to set up photos with balloons and props in the middle of a frisbee golf game. It's a disaster.
239	May 03 2019 12	Good luck!□ Partner with keep midland beautiful
240	May 03 2019 12	None
241	May 03 2019 11	Overall pretty good. Could use more statues/sculptures/murals/art and outdoor exercise equipment
242	May 03 2019 11	We have attended several soccer events in surrounding areas (Lubbock, Odessa, San Angelo). Their facilities are much better kept than anything Midland has to offer. Their fields are flat, without stickers or holes. I don't believe that we need more facilities, just to improve what we have. And for money to quit going to football all the time.
243	May 03 2019 11	The West side of Misland needs a large open park for community gatherings to watch fireworks on 4 of the July and for movies in the park etc.
244	May 03 2019 11	There is a group of volunteers working very hard to maintain our baseball fields. They can only do so much with the deteorated condition of the parks. Please help them by renovating our baseball parks which generate revenue for the city when large numbers of families from travel teams come here to play. Our facilities are by far the most run down we have visited...
245	May 03 2019 11	Our soccer fields and parks are full of weeds and stickers. Odessa's fields and parks are superior. Parking and access to Butler Park is horrid.
246	May 03 2019 11	I live in a neighborhood where there are no parks in my area. I am in Greenhill Terrace. The closest public park is CJ Kelly. Yet other neighborhoods have them within walking distance. I am dissatisfied. I would also love to see an aquatic center closer to me. Washington park is about as far away as Odessa.
247	May 03 2019 10	Build indoor play area, outdoor water recreation, and improve sports fields
248	May 03 2019 10	We really need to improve our baseball parks. It is really lacking compared to many other places like Lubbock!!!

249	May 03 2019	10	Our kids are constantly falling and tripping in holes, mounds of dirt playing soccer at Butler fields. The ball can hardly be kicked weeds are so bad. Our baseball fields look great and are taken care of, when butler isn't. We can't practice at any parks due to stickers and weeds being so bad. All the teams practice at the same parks and leave other "nice" parks open due to stickers. Let's fix what we have before we try to add new stuff our city will then not take care of once it's built.
250	May 03 2019	10	NA
251	May 03 2019	10	Please make our sports recreation facilities better! Just on par with other west texas towns.



FUNDING FOR IMPLEMENTATION

FUNDING SOURCES

NATIONAL PARK SERVICE

Federal Lands to Parks

The Federal Lands-to-Parks (FLP) enables states and local governments to establish park and recreation areas and adapt historic buildings for public uses. Through FLP, state and local agencies may acquire land and facilities once used for federal purposes at no cost to meet park and recreation needs.

— Information about the program is available at: https://www.nps.gov/ncrc/programs/flp/index.htm

— Community Development Block Grant Program (CDBG): http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/communitydevelopment/programs

— Entitlement Communities Grant: https://www.hudexchange.info/programs/cdbg-entitlement/

— Section 108 Loan Guarantee Program: https://www.hudexchange.info/programs/section-108/

Land and Water Conservation Fund

The Land and Water Conservation Fund was enacted in 1964 (Public Law 88-578) to "create and maintain a nationwide legacy of high quality recreation areas and facilities." LWCF provides funding for: (1) land acquisition for federal land managing agencies; and (2) matching grants to state and local governments for planning (states only), acquisition and development of park and recreation areas and resource based facilities. Specifics for federal land acquisition projects are determined each fiscal year by Congress and the Administration. Of the amounts appropriated in any given fiscal year for the state grants program, 40 percent is divided equally between states and 60 percent is allocated to the states by a population/need-based formula.

All state and local grants require at least a 50 percent match by the non-federal partner. The grantee assumes all operation and maintenance costs in perpetuity.

— Website: https://www.lwcfcoalition.com/lwcf-programs.

Rivers, Trails and Conservation Assistance

The RTCA program offers local groups staff assistance and consultations for locally led conservation projects. Projects may include developing trails and greenways or protecting rivers and open space. Regional RTCA offices provide application information and assistance.

— A list of regional office contacts is available at: http://www.nps.gov/ncrc/programs/rtca/contactus/cu_offices.html

— Information about the program is available at: https://www.nps.gov/orgs/rtca/index.htm

— Community Assistance in Conservation and Outdoor Recreation: https://www.nps.gov/orgs/rtca/apply.htm

Urban Park and Recreation Recovery Program

The Urban Park and Recreation Recovery (UPARR) program - https://www.nps.gov/ncrc/programs/uprr/ - was authorized in November 1978 by Public Law 95-625, providing direct federal matching assistance to cities and urban counties for rehabilitation of existing recreation facilities. The law encourages systematic local planning and commitment to continuing operation and maintenance of recreation programs, sites, and facilities. Project proposals are submitted to the appropriate National Park Service Regional Office by eligible local units of government (selected cities and urban counties). Grants are awarded on a nationally competitive basis with regional offices having the primary responsibility for monitoring progress and post-completion requirements.

Three types of grants have been available through the UPARR program:

— **Rehabilitation Grants:** provide capital funding to renovate or redesign existing close-to-home recreation facilities.

— **Innovation Grants:** usually involve more modest amounts of funding aimed to support specific activities that either increase recreation programs or improve the efficiency of the local government to operate existing programs.

— **Planning Grants:** provided funds for the development of a Recovery Action Program plan.

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION

Congestion Mitigation and Air Quality Improvement Program

The purpose of the Congestion Mitigation and Air Quality Improvement program (CMAQ) is to realign the focus of transportation planning toward a more inclusive, environmentally sensitive, and multi-modal approach. The CMAQ program provides funding for programs and projects in air quality non-attainment and maintenance for ozone, carbon monoxide (CO), and small particulate matter (PM-10), which reduces transportation related emissions. Grants are provided through a reimbursement process that varies state by state. In general, however, a sponsor would submit expenses to the state department of transportation, which would then reimburse at 80 percent of the project cost.

— Applications and information about CMAQ grants are available at: http://www.fhwa.dot.gov/environment/air_quality/cmaq/

Recreational Trails Program

The Recreational Trails Program, also authorized by TEA-21, provides funds to develop and maintain recreational trails for motorized and non-motorized recreational trail users. Eligible project categories as defined in the act are: maintenance and restoration of existing recreational trails; development and rehabilitation of trailside and trailhead facilities and trail linkages; purchase and lease of recreational trail construction and maintenance equipment; construction of new recreational trails (with restrictions on new trails on Federal land); acquisition of easements or property for recreational trails or recreational trail corridors; state administrative costs related to program administration (up to 7 percent of a state's funds); and operation of educational programs to promote safety and environmental protection as these objectives relate to the use of recreational trails (up to 5 percent of a state's funds). Each state has its own procedures and timelines to solicit, select, and fund Recreational Trails projects.

— For more information about project funding contact your State Trail Administrator. For a list of administrators go to: https://www.fhwa.dot.gov/environment/recreational_trails/rtpstate.cfm

— Surface Transportation Block Grant Program Website: http://www.fhwa.dot.gov/specialfunding/stp/160307.cfm#c

Transportation Enhancements

Transportation Enhancements (TE) activities are federally funded, community-based projects that expand travel choices and enhance the transportation experience by improving the cultural, historic, aesthetic and environmental aspects of our transportation infrastructure. TE projects must be one of 12 eligible activities and must relate to surface transportation.

For example, projects can include creation of bicycle and pedestrian facilities, streetscape improvements, refurbishment of historic transportation facilities, and other investments that enhance communities and access. The federal government provides funding for TE projects through our nation's surface transportation legislation.

— Applications and information about Transportation Enhancement grants are available at: https://www.fhwa.dot.gov/Environment/transportation_enhancements/

— Transportation Enhancement Activities Apportionments, Rescissions, and Obligations Website: http://www.fhwa.dot.gov/environment/transportation_enhancements/funding/

Transportation Enhancement (TE) funds are apportioned to the States by formula, based on amounts made available from the Surface Transportation

Program (STP) under 23 U.S.C. 104(b)(3), which includes several adjustments, such as adjustments for metropolitan planning, open container and driving while intoxicated laws, highway safety, and safety belt and motorcycle helmet laws.

FY 2013 and following: No new TE apportionments, but TE funds remained available through FY 2015. Some States may have residual TE funds available if TE funds did not lapse.

COAST GUARD

Recreational Boating Safety

The RBS grant program provides funding to assist states with program administration, law enforcement and search and rescue capability, boater education, vessel numbering and titling systems, aids to navigation, and public boating access sites. Allowable uses of the RBS Program funds include a wide spectrum of activities that fall into six broad categories – program administration, law enforcement and search and rescue capability, boater education, vessel numbering and titling systems, aids to navigation, and public boating access sites. States with approved boating safety programs that meet the participation requirements are eligible. In 2020, Texas received $3,843,679 as a grant.

— Website: http://www.uscgboating.org/grants/state-grants-rbs-program.php

AmeriCorps

AmeriCorps seeks to strengthen communities through projects that address education, public safety, the environment, and other unmet human needs.

— Website: https://www.nationalservice.gov/grants-funding/funding-resources

U.S. DEPARTMENT OF AGRICULTURE (USDA)

The Department of Agriculture (USDA) offers funds for meals and snacks for children in low-income areas during after-school and summer hours. Through the Child and Adult Care Food Program, USDA administers Afterschool Snacks, a program that offers reimbursement for snacks to after-school care program providers. For eligibility, the after-school programs must offer educational or enrichment activities in an organized, structured, and supervised environment after school, on weekends or holidays during the school year. The organization will be reimbursed at the highest level, currently 55 cents a snack per child per day. For more information, go to: https://www.fns.usda.gov/cacfp

Summer Food Service Program

The USDA Food and Nutrition Service administers a Summer Food Service Program that provides free meals to children throughout the summer months when school is not in session. Approved sponsors, including school districts, park agencies, nonprofit organizations, and camps, organize the program and provide the meals to a group of children (18 or under) at a central site(s). Children can receive either one or two reimbursable meals each day.

— Website:: https://www.fns.usda.gov/sfsp/summer-food-service-program

Share Our Strength

Share Our Strength® is a national nonprofit agency that is working towards ending childhood hunger in America - https://www.shareourstrength.org/about. Share Our Strength® provides grants to local community organizations all across the country who work successfully to fight childhood hunger. Their After-School and Summer Feeding Program grants support efforts that provide more eligible kids with healthy food through these programs. Share Our Strength is especially interested in increasing participation in meal programs that utilize USDA reimbursement through the Summer Food Service Program (SFSP), National School Lunch Program (NSLP), or Child and Adult Care Food Program (CACFP). Nonprofit organizations that work to increase the number of children that receive nutritious after-school and summer meals may be eligible to apply for funds raised through Share Our Strength®.

PACKET 15.968 July 14, 2020

READING AND LITERACY RELATED

ALSC/BWI Summer Reading Program Grant

The American Library Association offers the ALSC/BWI Summer Reading Program grant to members of the ALA. This grant gives money to help implement a summer reading program at a public library. The applicant must be a member of the ALA as well as the Association for Library Services to Children. The grant committee is looking for ideas that will appeal to all children and also help those with disabilities. The committee will look for a theme and a plan to implement the program successfully in your library system.

— Website: http://www.ala.org/alsc/awardsgrants/profawards/bakertaylor

Dollar General Literacy Foundation

Dollar General will provide grants for summer reading programs. The grant amounts will be up to $3,000. The program needs to be aimed for students in pre-K up to seniors in high school. Additionally, the program should have specific measures in place that will help kids who are behind on their reading skills or who have learning disabilities. In order to qualify for a grant, you must have a Dollar General store in your state.

— Website: https://www.dgliteracy.org/grant-programs/

USDA U.S. FOREST SERVICE

Urban and Community Forestry

The Urban and Community Forestry program assists state forestry agencies, local and tribal governments, and private sector entities improve natural resource management of trees and forests in urban areas and community settings. The program encourages and facilitates the active involvement of volunteers in the management and protection of their community's natural resources. The program also analyzes, develops, disseminates, and demonstrates scientific information about protecting, managing, and maintaining community forest resources. States are encouraged to offer competitive grants that involve partnerships with local governments, non-profit organizations, and the private sector for the purpose of establishing effective community forestry programs.

— Website: http://www.na.fs.fed.us/urban/

— 2017 U.S. Forest Service National Urban and Community Forestry Challenge Cost Share Grant Program: https://www.fs.usda.gov/managing-land/urban-forests/ucf/2020-nufrigp

USDA NATURAL RESOURCES CONSERVATION SERVICE

Conservation Technical Assistance

The purpose of the program is to assist land-users, communities, units of state and local government, and other federal agencies in planning and implementing conservation systems. The purpose of the conservation systems are to reduce erosion, improve soil and water quality, improve and conserve wetlands, enhance fish and wildlife habitat, improve air quality, improve pasture and range condition, reduce upstream flooding, and improve woodlands. The program is also used as a means to collect, analyze, interpret, display, and disseminate information about the condition and trends of the Nation's soil and other natural resources so that people can make good decisions about resource use and about public policies for resource conservation. Information collected through the program is used to develop effective science-based technologies for natural resource assessment, management, and conservation.

— Website: http://www.nrcs.usda.gov/programs/cta/

— Technical assistance is provided at the state level by State Conservationists. Contact information for Texas State Conservationists is available at: https://www.nrcs.usda.gov/wps/portal/nrcs/site/tx/home/

The categories of each Conservation Activity Plan are as follows:

— CAP 102 - Comprehensive Nutrient Management Plan (CNMP)
— CAP 104 - Nutrient Management Plan
— CAP 106 - Forest Management Plan

- CAP 108 - Feed Management Plan
- CAP 110 - Grazing Management Plan
- CAP 112 - Prescribed Burning Plan
- CAP 114 - Integrated Pest Management Plan
- CAP 118 - Irrigation Water Management Plan
- CAP 128 - Agricultural Energy Management Plan (AgEMP)
- CAP 130 - Drainage Water Management Plan
- CAP 138 - Conservation Plan Supporting Organic Transition (CPSOT)
- CAP 142 - Fish & Wildlife Habitat Plan
- CAP 146 - Pollinator Habitat Plan
- CAP 154 - Integrated Pest Management - Herbicide Resistance Weeds

For more information: http://www.nrcs.usda.gov/wps/portal/nrcs/detailfull/national/programs/technical/tsp/?cid=stelprdb1046838

Resource Conservation and Development (RC&D)

The purpose of the Resource Conservation and Development (RC&D) program is to accelerate the conservation, development and utilization of natural resources, improve economic activity, and enhance the environment and standard of living in authorized RC&D areas. Information about the Resource Conservation and Development Program is available at: http://narcdc.org/index.html. The program assists state, tribal and local units of government and local non-profit organizations in rural areas to plan, develop, and carry out programs for resource conservation and development. Current program objectives focus on improved quality of life, achieved through natural resources conservation and community development; sustainable communities; practical use and the management and conservation of natural resources. The program also establishes or improves coordination systems in rural areas by assisting RC&D coordinators, who assist local area councils. These coordinators help the area councils develop plans and proposals to compete for financial assistance from other federal, state and private sources.

A list of local Resource Development Conservation Councils is available at: http://narcdc.org/our-members.html

Authorized RC&D areas are locally sponsored areas designated by the Secretary of Agriculture for RC&D technical and financial assistance program funds. The Natural Resources Conservation Service can provide grants for land conservation, water management, community development, and environmental needs in authorized RC&D areas.

DEPARTMENT OF EDUCATION (DOE)

21st Century Community Learning Centers

The 21st Century Community Learning Centers Program was first authorized by Congress [Part I, Title X (20 USC 8241) of the Elementary and Secondary Education Act] "to award grants to rural and inner-city public schools, or consortia of such schools, to plan, implement, or expand projects that address the education, health, social services, cultural and recreational needs of the community." To apply for 21st CCLC funds, applicants must contact their state educational agency for information on applications and deadlines.

- For a list of state contacts, go to: https://www2.ed.gov/programs/21stcclc/contacts.html
- More information on the program, including application materials, helpful resources, and examples of successful applications, can be found on the 21st Century Community Learning Centers website at: https://www2.ed.gov/programs/21stcclc/applicant.html
- Information about TEA grants can be found at: http://tea.texas.gov/grants/
- Grant Applications: http://tea4avoswald.tea.state.tx.us/GrantOpportunities/forms/GrantProgramSearch.aspx

DOE DEPARTMENT OF SPECIAL EDUCATION AND REHABILITATION SERVICES

Special Recreation Program

This program assists development of recreation and related services for individuals with disabilities to aid their employment, mobility, independence, socialization, and community integration. Projects must provide recreational activities for individuals with disabilities in settings with peers without disabilities when possible and appropriate. The program awards discretionary grants on a competitive basis to states, public agencies, and nonprofit private organizations, including institutions of higher education.

— Website: http://www2.ed.gov/about/offices/list/osers/rsa/programs.html

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS) ADMINISTRATION FOR CHILDREN AND FAMILIES

Child Care and Development Fund

Grants for child care programs that serve children under the age 13 (or, at the option of the grantee, up to age 19, if disabled or under court supervision) who reside with a family whose income does not exceed 85 percent of the State median income for a family of the same size, and who reside with a parent (or parents) who is working or attending job training or educational program; or are in need of, or are receiving protective services. This grant is coordinated by a designated "lead agency" in each state that submits a two-year plan to the Secretary of Health and Human Services (HHS). Agencies seeking CCDBG funds are encouraged to communicate with the Regional Administrators.

— Website: https://www.acf.hhs.gov/occ/data

Community Services Block Grant

This grant is intended to provide assistance to states and local communities, working through a network of community action agencies and other neighborhood-based organizations, for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient. Each fiscal year, each state is required to submit an application to the Secretary of Health and Human Services (HHS). The Chief Executive Officer of each state is also required to designate a lead agency to prepare and submit a plan to the Secretary of HHS. Public entities, including recreation and parks, can be partners in this block grant program.

— Website: https://www.acf.hhs.gov/ocs/programs/csbg

Head Start and Early Head Start

Early Head Start (EHS) has a triple mission. It aims to promote healthy prenatal outcomes, enhance the development of infants and toddlers, and promote healthy family functioning. Head Start is designed to foster healthy development in low-income children. Grants for the operation of Head Start and Early Head Start programs may be awarded to either public or private, for profit or nonprofit organizations, or public school systems.

— Website: https://www.acf.hhs.gov/ohs

— Grant announcements can be found at: https://ami.grantsolutions.gov/

— To see all grant announcements: http://www.grants.gov/search-grants.html?fundingCategories%3DED%7CEducation

HHS SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA)

Comprehensive Community Mental Health Services for Children Program

The Comprehensive Community Mental Health Services for Children and Their Families Program provides federal funds through grants to States, communities, and Native American tribes to develop and implement systems of care programs. The Center for Mental Health Services (CMHS) administers 6-year Federal grants to implement, enhance, and evaluate local systems of care. Grantees are required to match Federal dollars with local and State monies.

These grants to States, communities, and Native American tribes support a broad array of services designed to meet the multiple and changing needs of children and adolescents with serious emotional disturbances and their families. They coordinate systems of care by developing partnerships with mental health, child welfare, education, juvenile justice, and other local, public and private agencies, including park and recreation agencies. Public park and recreation agencies can contract with grantees for services.

— Find out if there is a grantee in your community, search at https://store.samhsa.gov/product/The-Comprehensive-Community-Mental-Health-Services-for-Children-with-Serious-Emotional-Disturbances/PEP18-CMHI2016.

— Website: https://www.samhsa.gov/grants/grant-announcements-2020

CENTERS FOR DISEASE CONTROL AND PREVENTION

Exemplary State Programs to Prevent Chronic Disease and Promote Health

CDC supports a variety of programs to improve the nation's health by preventing chronic diseases and their risk factors. The CDC gives states guidelines, recommendations, and resources, helping state health and education agencies promote healthy behaviors. Park and recreation agencies can contract with public health and education agencies to provide these services.

— Website: https://www.cdc.gov/chronicdisease/programs-impact/index.htm

Preventive Health and Health Services Block Grant

The Centers for Disease Control and Prevention provides flexible funding through the Preventive Health and Health Services Block Grant provides all 50 states, the District of Columbia, 2 American Indian tribes, and 8 US territories with funding to address their unique public health needs in innovative and locally defined ways. This program gives grantees the flexibility to use funds to respond rapidly to emerging health issues and to fill funding gaps in programs that deal with leading causes of death and disability.

— Website: http://www.cdc.gov/phhsblockgrant/

— To see all available grants: http://www.grants.gov/web/grants/search-grants.html

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

Community Development Block Grant Entitlement Programs

The Community Development Block Grant (CDBG) program awards grants to entitlement community grantees to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services. HUD awards CDBG funds directly to metropolitan cities and urban counties (entitlement communities), or to states for distribution to non-entitlement communities. Any activity undertaken using CDBG funds must benefit low and moderate-income persons, prevent or eliminate slums or blight or address conditions that present a serious and immediate threat to the health and safety of the community. Brownfields redevelopment and public recreation activities (especially for children) are eligible, but must be incorporated into local government priorities through the community's Consolidated Plan and annual action plan. Eligible entities include cities or urban counties. There are field offices in most states, cities or urban counties that accept these applications. There is also a state program that handles smaller communities. Each urban area is allocated a formula-derived amount of funds and must submit a consolidated plan to the field office.

— Website: https://www.hudexchange.info/programs/cdbg-entitlement/

HUD User Mapping Applications

The U.S. Department of Housing and Urban Development's (HUD's) Office of Policy Development and Research (PD&R) supports the Department's efforts to help create cohesive, economically healthy communities.

PD&R is responsible for maintaining current information on housing needs, market conditions, and existing programs, as well as conducting research on priority housing and community development issues. The Office provides reliable and objective data and analysis to help inform policy decisions. PD&R is committed to involving a greater diversity of perspectives, methods, and researchers in HUD research.

In 1978, PD&R established HUD User an information source for housing and community development researchers, academics, policymakers, and the American public. HUD User is the primary source for federal government reports and information on housing policy and programs, building technology, economic development, urban planning, and other housing-related topics. HUD User also creates and distributes a wide variety of useful information products and services.

— Website: https://www.huduser.gov/portal/mapping-applications.html

U.S. FISH AND WILDLIFE SERVICE

Aquatic Resource Education

The Aquatic Resource Education Program helps people understand, enjoy and conserve the aquatic natural resources of the nation. States have the option of using up to 15 percent of their annual Sport Fish Restoration apportionment for aquatic resource education programs and outreach and communications projects. The Sport Fish Restoration Program, created in 1950, provides funding for fish management, conservation, restoration, aquatic education, and boating access. The program is funded by a 10 percent Federal excise tax on fishing rods, reels, creels, lures, flies and artificial baits and a 3 percent tax on electronic fishing motors and sonar fish finders; duties on imported fishing tackle, pleasure boats and yachts; and a portion of the Federal fuel tax receipts from motorboats and small gasoline engines. The funds are apportioned annually to the states and territories by the Department of the Interior on the basis of formulas set forth in the Act. Apportionments are determined for each state by land area and number of fishing license owners. All funds are disseminated through State Fish and Wildlife Departments.

— Website: https://www.fws.gov/wsfrprograms/Subpages/GrantPrograms/AquaticEd/AE.htm

— Apply for grants by contacting the specific WSFR Office: https://www.fws.gov/southwest/index.html

National Coastal Wetlands Conservation Grants Program

The National Coastal Wetlands Conservation Grants Program is authorized by the Director of the U.S. Fish and Wildlife Service to grant funds to coastal states to carry out coastal wetlands conservation projects. Participants in the program include state, county, and municipal governments as well as non-government partners. Project review and selection are conducted by the Federal Aid Office and other Divisions in each Region and by a cross-program review in the Washington Office, led by the Division of Fish and Wildlife Management Assistance and Habitat Restoration. All Coastal States (except Louisiana) and the Trust Territories are eligible to submit project proposals to the appropriate Service Regional Office annually. Funds are made available by allocating 18 percent of the Sport Fish Restoration Account or 100 percent of the excise tax on small engine fuels - whichever is greater. Up to $15 million is available annually.

— Website: https://www.fws.gov/coastal/CoastalGrants/index.html

— 2021 Grant Opportunity: https://www.grants.gov/web/grants/view-opportunity.html?oppId=324653

Sport Fish Restoration Program

The Sport Fish Restoration Act, approved by Congress on August 9, 1950, provides funding for fish management, conservation, and restoration. The program is funded by a 10 percent Federal excise tax on fishing rods, reels, creels, lures, flies and artificial baits and a 3 percent tax on electronic fishing motors and sonar fish finders. The funds are apportioned annually to the states and territories (except Puerto Rico) by the Department of the Interior on the basis of formulas set forth in the Act. Apportionments are determined for each state by land area and number of fishing license owners. All funds are disseminated through State Fish and Wildlife Departments.

— Website: https://www.fws.gov/wsfrprograms/Subpages/GrantPrograms/SFR/SFR.htm

— Apply for grants by contacting the specific WSFR Office: https://www.fws.gov/southwest/index.html

Wildlife Restoration Program

The Wildlife Conservation and Restoration Program provides funding for wildlife conservation projects, wildlife conservation education, and wildlife-associated recreation activities. The program benefits the diverse array of wildlife and associated habitat, including species that are not hunted or fished, to fulfill the unmet needs of wildlife. State Fish and Wildlife Departments with a comprehensive plan approved by the Secretary of the Interior can participate in the program. Local and state agencies are encouraged to partner with their state Fish and Wildlife Departments. Contact your state Fish and Wildlife Department for more information on project eligibility.

— Website: https://wsfrprograms.fws.gov/subpages/grantprograms/wr/wr.htm

— Apply for grants by contacting the specific WSFR Office: https://www.fws.gov/southwest/index.html

Wildlife Restoration Act

Approved by Congress on September 2, 1937, the Act provides funding for the selection, restoration, rehabilitation and improvement of wildlife habitat, wildlife management research and the distribution of information produced by the projects. Congress amended the Act on October 23, 1970, to include funding for hunter training programs and the development, operation and maintenance of public target ranges. Funds are derived from an 11 percent Federal excise tax on handguns. Funds are also collected from a 12.4 percent tax on archery equipment. A certain amount of funds (section 4) must be used on hunter education before additional funds (section 10) can be attained. The section 10 funds can be used for additional hunter education programs or for wildlife restoration. These funds are apportioned each year to the states and territories (except Puerto Rico) by the Department of the Interior on the basis of formulas set forth in the Act. Apportionments are determined for each state by land area and number of hunting license owners. All funds are disseminated through State Fish and Wildlife Departments.

— Website: https://www.fws.gov/wsfrprograms/subpages/grantprograms/WR/WR_Act.htm

DEPARTMENT OF JUSTICE

Title V Incentive Grants for Local Delinquency Prevention Programs

The Office of Juvenile Justice and Delinquency Prevention (OJJDP) requests applications for programs to address the problems of delinquency prevention, within communities that experience high crime rates. Each state receives block grants to distribute to local delinquency prevention programs; public recreation agencies are eligible to apply. Each state has either a designated Title V Coordinator or Juvenile Justice Specialist who oversees the Title V grant program in that state. The Office of Juvenile Justice and Delinquency Prevention (OJJDP) annually requests applications for programs to address the youth gang problem and one new evaluation program under its Gang-Free Schools and Communities Initiative. Once the program is announced each year, an

application kit can be found on the website of the Office of Juvenile Justice and Prevention.

— Website: https://ojjdp.ojp.gov/

— For grant opportunities: https://ojjdp.ojp.gov/funding/current

Safe and Drug-Free Schools and Communities

The Drug-Free Communities Program is designed to strengthen community-based coalition efforts to reduce youth substance abuse. Currently, there are 307 Drug-Free Communities Support Program awards. The grants enable coalitions to design substance abuse initiatives that target the illegal use or abuse of a range of drugs, such as narcotics, depressants, stimulants, hallucinogens, cannabis, inhalants, alcohol, tobacco, or other related products that are prohibited by Federal, State, or local law.

— Website: https://ojjdp.ojp.gov/sites/g/files/xyckuh176/files/pubs/gun_violence/sect08-i.html

— For grant opportunities: https://ojjdp.ojp.gov/funding/current

Weed and Seed

Operation Weed and Seed aims to prevent, control, and reduce violent crime, drug abuse, and gang activity in targeted high-crime neighborhoods across the country. Law enforcement agencies and prosecutors cooperate in "weeding out" criminals who participate in violent crime and drug abuse. "Seeding" brings social and community services to the area, including SafeHavens for young people and economic development. Park and recreation departments that provide neighborhood restoration services, or prevention, intervention, or treatment for offenders may be eligible for funding. Potential sites must first gain "official recognition" from the EOWS. To do this they must develop a local strategy and plan for addressing crime consistent with Weed and Seed goals. The Office of Justice Programs suggests that each program have a coordinator.

— Website: https://ojjdp.ojp.gov/sites/g/files/xyckuh176/files/pubs/gun_violence/sect08-e.html

— For grant opportunities: https://ojjdp.ojp.gov/funding/current

U.S. DEPARTMENT OF LABOR

Young Adult Reentry Partnership

The purpose of this program is to partner organizations that provide reentry services with community colleges to provide education and training services to improve the employment outcomes for young adults involved in the criminal justice system. These projects ensure that young adults transitioning from the criminal justice system are prepared to meet the needs of their local labor markets with the skills required by employers. Applicants must establish a partnership with the criminal justice system. In addition, applicants must also establish partnerships through their sub-grantees with community colleges that have designed their courses and career pathways/guided pathways program curricula to ensure relevance to the needs of local industries and jobs.

Young adults served under this grant are between the ages of 18 and 24 and currently or previously have been involved in the juvenile or adult criminal justice system or are high school dropouts, are low-income as defined under WIOA, and either reside in or are returning to the targeted geographic area.

— For grant opportunity: https://www.grants.gov/web/grants/view-opportunity.html?oppId=325079

Workforce Innovation and Opportunity Act Youth Formula Program

The Workforce Innovation and Opportunity Act (WIOA) authorizes funds to state and local communities to support workforce training and related activities for youth who are 14-24, low income, basic skills deficient, a school dropout, homeless, a parent or parenting, offender, or individuals including disabled youth that require additional assistance to complete educational program or hold employment. Local workforce investment boards (WIBs) must provide the following services to eligible youth: tutoring, study skills training, dropout prevention strategies, alternative secondary school services, summer employment opportunities, paid and unpaid work experiences, and occupational skill training. Under WIA, each local WIB must establish a Youth Council to develop, implement, and oversee strategic plans for providing these programs and enhancing youth connections to One-Stops.

— Website: https://www.dol.gov/agencies/eta/youth/wioa-formula

U.S. ENVIRONMENTAL PROTECTION AGENCY

Brownfields Assessment Demonstration Pilots

The Brownfields Assessment Demonstration Pilots (BADP) are designed to empower states, local governments and communities in economic and environmental redevelopment to work together in a timely manner to prevent, assess, and safely cleanup brownfields to promote their sustainable reuse. The brownfields assessment pilots fund up to $200,000 over a two-year period. These funds bring together community groups, investors, lenders, developers, and other affected parties to address site assessment and cleanup planning issues, such as green space. Acceptable green space redevelopment includes: parks, playgrounds, trails, gardens, habitat restoration, open space, and/or green space preservation. BADP are administered on a competitive basis and selected by evaluation panels consisting of EPA Regional and Headquarters staff and other federal agency representatives. Applicants are strongly encouraged to contact and meet with their EPA Regional Brownfields Representative (RBR) early in the process of preparing a proposal.

— Website: https://www.epa.gov/brownfields

— A list of RBR's and contact information can be found at: https://www.epa.gov/brownfields/brownfields-contacts-epa-regional-offices

Brownfields Cleanup Revolving Loan Fund Pilots

The Brownfields Cleanup Revolving Loan Fund (BCRLF) program allows states, local governments and Indian tribes to receive loan funds for environmental cleanup of brownfields. The BCRLF can provide up to $1,000,000 over five years for each pilot. The purpose of the program is to enable states, local governments, and Indian tribes to make low interest loans to facilitate the cleanup and redevelopment of brownfields properties.

— Website: https://www.epa.gov/brownfields

— A list of RBR's and contact information can be found at: https://www.epa.gov/brownfields/brownfields-contacts-epa-regional-offices

— Information about the program and eligible sites is available at: https://www.epa.gov/brownfields/types-brownfields-grant-funding

Children's Environmental Health and Disease Prevention

The EPA offers this grant program to enhance public outreach and communication; assist families in evaluating risks to children and in making informed consumer choices; build partnerships that increase a community's long-term capacity to advance protection of children's environmental health and safety; leverage private and public investments to enhance environmental quality by enabling community efforts to continue past EPA's ability to provide assistance to communities; and to promote protection of children from environmental threats. Eligible applicants include community groups, public nonprofit institutions/ organizations, tribal governments, specialized groups, profit organizations, private nonprofit institutions/ organizations, municipal and local governments.

— Website: https://www.epa.gov/research-grants/niehsepa-childrens-environmental-health-and-disease-prevention-research-centers

Environmental Education Grants Program

The EPA Environmental grant program supports environmental education projects that enhance the public's awareness, knowledge, and skills to make informed and responsible decisions that affect environmental quality. The program provides financial support for projects that design, demonstrate, or disseminate environmental education practices, methods, or techniques. The EPA awards over 200 grants each year worth between $2-3 million. Grants of $25,000 or less are awarded in EPA's ten regional offices, and grants of more than $25,000 are awarded at EPA Headquarters. Each year, EPA's Office of Environmental Education releases a solicitation notice in the Federal Register that provides instructions for obtaining a grant. Educational agencies at the state, local and tribal level, state environmental agencies, college and universities, not-for-profit organizations, and noncommercial educational broadcasting entities are eligible to apply. Individuals are not eligible to apply. Although government agencies cannot apply directly, they are encouraged to work with other entities on developing and implementing environmental education programs.

— Website: https://www.epa.gov/education/environmental-education-ee-grants

PACKET 15.976 July 14, 2020

Environmental Justice Small Grants Program

Since its inception in 1994, the Environmental Justice Small Grants Program has awarded more than $28 million in funding to over 1400 community-based organizations, and local and tribal organizations working with communities facing environmental justice issues.

The Environmental Justice Small Grants Program supports and empowers communities working on solutions to local environmental and public health issues. The program is designed to help communities understand and address exposure to multiple environmental harms and risks. Environmental Justice Small Grants fund projects up to $30,000, depending on the availability of funds in a given year. All projects are associated with at least one qualified environmental statute..

— Website: https://www.epa.gov/environmentaljustice/environmental-justice-small-grants-program

Technical Assistance Grants Program

This EPA program seeks to provide financial assistance to States, Local agencies, and Indian Tribes for chemical accident prevention activities that relate to the Risk Management Program under the Clean Air Act Section 112(r). Additionally, through this program the EPA provides financial assistance to Tribes for chemical emergency planning, and community right-to-know programs, which are established to prevent or eliminate unreasonable risk to the health and environment of communities within the State. Eligible applicants include States, Local agencies in the District of Columbia, Puerto Rico, U.S. Virgin Island, Northern Mariana Islands, and Federally Recognized Indian Tribes. Recipients must match 25 percent of the grant funds (including in-kind services).

— Website: https://www.epa.gov/superfund/technical-assistance-grant-tag-program



I-20 Wildlife Preserve

Source: City of Midland Facebook

FOUNDATION AND FEDERAL GRANTS

Built to Play Skatepark Program

The principal focus of Built to Play Skatepark Grants is to encourage and facilitate the design, development, and construction of new quality skateboard parks and facilities, located in eligible communities in the 16 counties served by the Ralph C. Wilson, Jr. Foundation. Skatepark projects in communities outside this service area or those seeking funds for anything other than the construction of a skateboard park may not apply for a Built to Play Skatepark Grant. Built to Play-funded skatepark projects must also incorporate processes and design features that minimize the environmental impact of the skatepark.

The Built to Play Skatepark Grant Program provides matching funds up to $250,000 for the construction of public skateparks in eligible communities within the 16-county service area. Grant recipients will need to independently raise the matching amount. An additional $50,000 will be added to each grant to fund processes and skatepark-design features that minimize the skatepark's environmental impact (for a total grant of up to $300,000).

— Website: https://tonyhawkfoundation.org/builttoplay/

Aetna Foundation Community Grants Program

These grants are for improving the quality of life in communities in which the company works by addressing critical social issues aligned with the foundation's philanthropic focus areas. The foundation will consider applications for sponsorship of fundraising events such as galas and walks; outreach activities (e.g., health fairs); and other community-based health and wellness initiatives that are aligned with our priorities.

— Additional information regarding the Regional Community Grants Program in each of Aetna's business regions can be found at the foundation's website at: https://www.aetna-foundation.org/grants-partnerships/recent-grants.html

The Kresge Foundation Grants

The Kresge Foundation is a private, national foundation that works to expand opportunities in America's cities through grantmaking and social investing in arts and culture, education, environment, health, human services and community development in Detroit.

In collaboration with our nonprofit, public, private and philanthropic partners, we help create pathways for people with low income to improve their life circumstances and join the economic mainstream.

— For further information, visit the program's website at: www.kresge.org

— Grant opportunities: https://kresge.org/opportunities

National Fish and Wildlife Foundation Grants for Conservation Projects

The National Fish and Wildlife Foundation (NFWF) is dedicated to promoting conservation and sustainable use of natural resources through environmental education, natural resource management, habitat protection, ecosystem restoration, and public policy development. NFWF funds a variety of wildlife and habitat preservation projects: Bring Back the Natives, FMC Corporation Bird and Habitat Conservation Fund, National Wildlife Refuge Support Group Grant Program, Native Plant Conservation Initiative, The Pathways to Nature Conservation Fund, Pulling Together Initiative, Restore Our Southern Rivers.

— Website at: http://www.nfwf.org/whatwedo/grants/pages/home.aspx

Public Welfare Foundation

This foundation is dedicated to supporting organizations that serve severely disadvantaged populations - including children and youth of all ages. This private foundation primarily funds general operating expenses, and looks for organizations that combine service with youth empowerment and advocacy for systemic change. First time grants can range between $25,000 and $50,000.

— Website: www.publicwelfare.org

Toshiba America Foundation

The Toshiba America Foundation provides cash grants to classroom teachers to assist them in making improvements in the teaching of science and mathematics. Grants are available for teachers in grades K-5 and for grades 6-12.

— Website: http://www.toshiba.com/taf/

UPS Foundation Community Investment Grant Program

The Community Investment Grant Program allocates dollars directly to UPS region offices in an effort to offer flexibility by UPS regions to invest monies in local causes they know well and support. The UPS Foundation focus areas include diversity and inclusion; volunteerism; environmental sustainability; and community safety.

— Website: https://sustainability.ups.com/the-ups-foundation/

Resources for Playground Safety Funding

There are many unsafe, old and outdated playgrounds that our children are playing on. However, the replacement of playground equipment can be a costly enterprise for your organization.

Local Civic Foundations

Suggestions for possible contributors to your project include: local civic foundations (they may also have a list of businesses that contribute to community projects), the Junior League, Jaycees, Kiwanis, Lions and local business and industry foundations.

Local Library

Many fundraising sources are listed at your local library. The best way to electronically identify state-related information is to consider looking at the home pages of your senators and representatives.

Government Funding Sources

Listings of government funding and grants are available through various sources such as the Federal Register, the Annual Register of Grant Support and Catalog of Federal Domestic Assistance.

Private Funds

Another terrific playground funding source comes from private funds. Over 43,000 private foundations are currently in the United States. Annually, their combined awards total more than $10 million dollars. Community, corporate and family foundations are the best places to go for strictly local support. Private funding sources by state may be obtained through the Foundation Grants Index and other publications published by The Foundation Center, as well as other foundation sources such as Taft. Reference Collections operated by the Foundation Center are maintained in several locations in each state. You may contact the Foundation Center at (202) 331-1400 to find the location closest to you.

— Websites available to disseminate grant-related information include: http://foundationcenter.org/ (Foundation Center) and www.cof.org (Council on Foundations). The following are foundations that may be potential sources for playground equipment and playground safety based on passed giving as recorded in the 1994/95 Grants for Recreation, Sports and Athletics catalog by The Foundation Center.

- Abell-Hanger Foundation (especially within the Permian Basin)
- Amon G. Carter Foundation (Fort Worth, Tarrant County)
- Houston Endowment, Inc.
- Meadows Foundation, Inc.
- The Moody Foundation
- Rockwell Fund, Inc. (especially Houston)
- Shell Oil Co. Foundation (areas of company operations)
- The Wortham Foundation (Houston and Harris County)

Grants Management

Grants management practices should be communicated effectively to external and internal stakeholders, and structured so that opportunities for grantees to achieve success are maximized. The Council has created a number of tools and resources to help support you establish a strong grants management strategy.

— Website: http://www.cof.org/content/grants-management

GRANTS FOR SENIOR PROGRAMS

National Blueprint: Increasing Physical Activity Among Adults Age 50 and Older

The goal of this program is to provide small grants in support of local community efforts designed to advance the goals of the National Blueprint: Increasing Physical Activity Among Adults Age 50 and Older. The National Blueprint: Increasing Physical Activity Among Adults Age 50 and Older was developed by 46 national organizations with a shared interest in promoting physical activity in the population over 50 years of age. The Blueprint, which was released in May 2001, is intended to serve as a guide for multiple organizations, associations and agencies to inform and support their planning work related to increasing physical activity among America's aging population. The Blueprint identifies barriers to physical activity in the older adult population and proposes a number of potential strategies that could be used to address these barriers. Nineteen grants of up to $25,000 will be provided to organizations and/or coalitions in support of local community projects designed to advance the goals of the Blueprint. Applications are invited from local agencies wanting to improve the health, function and quality of life of adults aged 50 and older. Universities and research institutes can apply but only as part of a broader coalition of local agencies and organizations.

— Website: https://www.ncoa.org/resources/national-blueprint-increasing-physical-activity-among-adults-age-50-and-older/attachment/national-blueprint-increasing-physical-activity-among-adults-age-50-and-older-2/

Senior Community Service Employment Program

The Department of Labor, Division of Older Worker Programs of the Employment Training Community Service Employment Program announces funds to promote part-time employment opportunities in community service activities for unemployed, low-income individuals who are age 55 and over, that will foster increased prospect for their economic self-sufficiency. Eligible applicants include public and private nonprofit organizations, including faith-based and community-based organizations.

— The Notice of Funding Availability (NOFA) will be available at: http://www.doleta.gov/seniors/

GRANTS FOR ARTS PROGRAMS

— Mid-America Arts Alliance
  - www.americanartsalliance.org
  - https://www.maaa.org/grants/

— American Alliance of Museums
  - http://www.aam-us.org/
  - http://ww2.aam-us.org/about-us/grants-awards-and-competitions

— Foundation Center's RFP Bulletin for Arts and Culture
  - http://philanthropynewsdigest.org/rfps

— Fundsnet Arts Links
  - http://www.fundsnetservices.com/

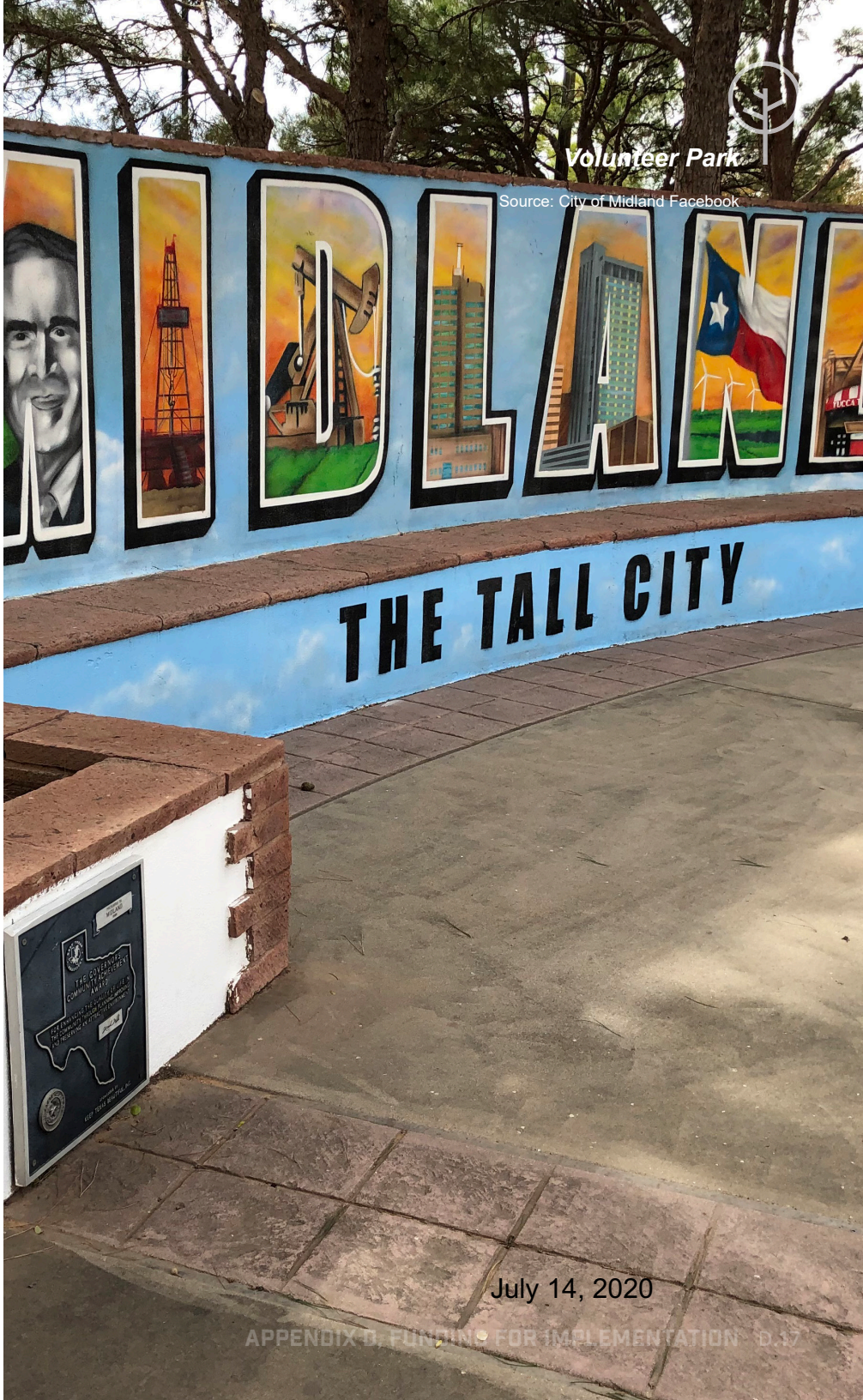
— Institute of Museum and Library Services
  - http://www.imls.gov
  - https://www.imls.gov/grants/apply-grant/available-grants

— National Assembly of State Arts Agencies
  - http://www.nasaa-arts.org
  - https://nasaa-arts.org/research/grant-making/

— National Endowment for the Arts
  - https://www.arts.gov/
  - https://www.arts.gov/grants

— National Endowment for the Humanities
  - http://www.neh.gov
  - https://www.neh.gov/grants/listing

— Wallace Reader's Digest Fund for Arts
  - http://www.wallacefoundation.org



City Council Meeting

Item Number: 16

Meeting Date: July 14, 2020

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: **RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO COG OPERATING LLC ("OPERATOR") TO DRILL FOUR OIL AND GAS WELLS LOCATED IN SECTION 10, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED BETWEEN 2,260 FEET AND 2,380 FEET EAST OF NORTH GARFIELD STREET EXTENSION AND 243 FEET NORTH OF GREEN TREE BOULEVARD EXTENSION); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DEVELOPMENT SERVICES)**

Purpose:

Resolution approving the issuance of permits to COG Operating LLC for the drilling of the following oil and gas wells: Mask HZ Unit No.1007JH; Mask HZ Unit No. 1007SH; Mask HZ Unit No. 1008MH; and Mask HZ Unit No. 1009JH; said wells being generally located between 2,260 feet and 2,380 feet east of North Garfield Street Extension and 243 feet north of Green Tree Boulevard Extension. The required 30-day public comment has passed, and the Council may consider this request. Currently no notices of objection received.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed these well sites in detail and recommends approval noting an update of two exhibits. Exhibits have been updated. COG Operating LLC does have a surface agreement with the surface owner. COG will be using a 24 ft. tall sound

barrier along the West, South, and East borders of the drill site during drilling and completion. No quiet frac type system is being used. Multiple wells have been permitted on both sides of these well locations. Receiving support of the Oil & Gas Advisory Committee, COG Operating LLC is requesting the following variances:

(1) Request variance to the Road Repair Agreement due to no city streets will be used.
(2) Request variance to allow for twenty-four-hour fracing operations.
(3) Request a variance to a larger reserve pit being 425 ft. X 160 ft. for the drilling of four wells.

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Flow Line Location;

Robert Patrick

City Manager's Office

City Council Agenda

MEETING DATE: **July 14, 2020**

TO: **CITY COUNCIL/CITY MANAGER**

FROM: **Ron Jenkins, Oil & Gas Coordinator**

SUBJECT: **Resolution approving the issuance of permits to COG Operating LLC for the drilling of the following oil and gas wells: Mask HZ Unit No.1007JH; Mask HZ Unit No. 1007SH; Mask HZ Unit No. 1008MH; and Mask HZ Unit No. 1009JH; said wells being generally located between 2,260 feet and 2,380 feet east of North Garfield Street Extension and 243 feet north of Green Tree Boulevard Extension. District 1.**

Purpose:

Resolution approving the issuance of permits to COG Operating LLC for the drilling of the following oil and gas wells: Mask HZ Unit No.1007JH; Mask HZ Unit No. 1007SH; Mask HZ Unit No. 1008MH; and Mask HZ Unit No. 1009JH; said wells being generally located between 2,260 feet and 2,380 feet east of North Garfield Street Extension and 243 feet north of Green Tree Boulevard Extension. The required 30-day public comment has passed, and the Council may consider this request. Currently no notices of objection received.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed these well sites in detail and recommends approval noting an update of two exhibits. Exhibits have been updated. COG Operating LLC does have a surface agreement with the surface owner. COG will be using a 24 ft. tall sound barrier along the West, South, and East borders of the drill

site during drilling and completion. No quiet frac type system is being used. Multiple wells have been permitted on both sides of these well locations. Receiving support of the Oil & Gas Advisory Committee, COG Operating LLC is requesting the following variances:

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(2) Request variance to allow for twenty-four-hour fracing operations.
(3) Request a variance to a larger reserve pit being 425 ft. X 160 ft. for the drilling of four wells.

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Flow Line Location;

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO COG OPERATING LLC ("OPERATOR") TO DRILL FOUR OIL AND GAS WELLS LOCATED IN SECTION 10, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED BETWEEN 2,260 FEET AND 2,380 FEET EAST OF NORTH GARFIELD STREET EXTENSION AND 243 FEET NORTH OF GREEN TREE BOULEVARD EXTENSION); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT

WHEREAS, on December 8, 2009, the City Council of the City of Midland duly approved Ordinance No. 8769 which amended Title VI, "Police Regulations," Chapter 1, "General Offenses," of the City Code of Midland, Texas, so as to establish Section 23, "Oil and Gas Well Permits issued on or after January 1, 2010," which governs the granting or rejecting of Oil and Gas Well Permits; and

WHEREAS, the purpose of said section is to establish reasonable and uniform limitations, safeguards, and regulations for present and future operations related to the exploring, drilling, developing, producing, transporting and storing of oil or gas or other substances produced in association with oil and gas within the City of Midland to protect the health, safety, and general welfare of the public and the orderly development of the City of Midland; abate or prevent potential public nuisances; minimize the potential adverse impact to surface and mineral owners, protect the quality of the environment and encourage the orderly production of available mineral resources; and

WHEREAS, Section 6-1-23(C) of the City Code of Midland, Texas, makes it an offense to knowingly drill or participate in the drilling of any well or to re-enter any well within the corporate limits of the City of Midland without a permit having first been issued by the authority of the City Council; and

WHEREAS, Operator has submitted applications to the City of Midland to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, notice of the public hearing on this matter was provided in accordance

with Section 6-1-23(H)(1) and a public hearing was held on June 9, 2020; and

WHEREAS, subsequent to said public hearing, and in accordance with Section 6-1-23(H)(1), the City Council allowed the public and Operator thirty (30) days to submit written input to the City Manager regarding Operator's applications to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council has considered those issues set forth in Section 6-1-23(I) in determining whether to grant or deny permits to Operator to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of permits to Operator to drill oil and gas wells on the property described in Section Two hereof;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the above recitals are hereby adopted and approved by the City Council of the City of Midland.

SECTION TWO. That the Mayor is hereby authorized and directed to execute permits, on behalf of the City of Midland, that will allow Operator to drill the following oil and gas wells:

> Mask HZ Unit No. 1007JH; Mask HZ Unit No. 1007SH; Mask HZ Unit No. 1008MH; and Mask HZ Unit No. 1009JH;

located in Section 10, Block X, H.P. Hilliard Survey, City and County of Midland, Texas. Said permits shall be in forms substantially similar to those attached hereto as Exhibits "A" through "D" and incorporated herein for all legal purposes.

SECTION THREE. That the requirement of a Road Repair Agreement between Operator and the City of Midland is hereby waived in regard to said permits.

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., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Robert Patrick, Assistant City Manager

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on July 14, 2020, considered the application of COG Operating LLC ("Operator") dated April 1, 2020 to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Mask Hz Unit No. 1007JH located 258 feet from the north line and 2,380 feet from the west line, Section 10, Block X, H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from July 14, 2020 through July 14, 2021, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided

that this permit does not authorize a trespass by the permittee as to any third party. This permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. No road repair agreement required because no City streets will be used to access the well site.

2. Twenty-four hour hydraulic fracturing operations.

3. Use of reserve pit that is 425 feet x 160 feet for the drilling operations.

Sound barrier shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of July, 2020.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of July, 2020.

.

COG Operating LLC

BY: _____

Aaron Hunter

Vice President of Midland Basin

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on July 14, 2020, considered the application of COG Operating LLC ("Operator") dated April 1, 2020 to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Mask Hz Unit No. 1007SH located 258 feet from the north line and 2,340 feet from the west line, Section 10, Block X, H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from July 14, 2020 through July 14, 2021, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided

that this permit does not authorize a trespass by the permittee as to any third party. This permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. No road repair agreement required because no City streets will be used to access the well site.

2. Twenty-four hour hydraulic fracturing operations.

3. Use of reserve pit that is 425 feet x 160 feet for the drilling operations.

Sound barrier shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of July, 2020.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of July, 2020.

.

COG Operating LLC

BY: _____

Aaron Hunter

Vice President of Midland Basin

OIL AND GAS WELL PERMIT

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The location of Operator's Mask Hz Unit No. 1008MH located 258 feet from the north line and 2,300 feet from the west line, Section 10, Block X, H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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that this permit does not authorize a trespass by the permittee as to any third party. This permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of July, 2020.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of July, 2020.

.

COG Operating LLC

BY: _____

Aaron Hunter

Vice President of Midland Basin

OIL AND GAS WELL PERMIT

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The location of Operator's Mask Hz Unit No. 1009JH located 258 feet from the north line and 2,260 feet from the west line, Section 10, Block X, H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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that this permit does not authorize a trespass by the permittee as to any third party. This permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. No road repair agreement required because no City streets will be used to access the well site.

2. Twenty-four hour hydraulic fracturing operations.

3. Use of reserve pit that is 425 feet x 160 feet for the drilling operations.

Sound barrier shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of July, 2020.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of July, 2020.

.

COG Operating LLC

BY: _____

Aaron Hunter

Vice President of Midland Basin

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
4/1/2020	COG Operating LLC	600 W. Illinois Ave. Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 221-0376
Aaron Hunter	600 W. Illinois Ave. Midland, TX 79701	Rep. Fax (432) 221-9802
Fee: $4,000.00 Rec'd Yes___No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): (432)253-4500 (HSE) No. 2 (Tele.): (432)818-2260 (Operations Manager)

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***
See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)].** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. See Exhibit "C"
2.
3.

ATTACHED AS EXHIBIT C **is (*~~a Title Opinion by~~*** **, *~~a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from~~*** Adam Altenhofen **, *a Certified Petroleum Landman/an opinion letter from*** **, *~~a licensed Texas Attorney)~~*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Surface use: Undeveloped Rangeland with plans for a future residential subdivision.
Surface ownership. See Exhibit "D"

ATTACHED AS EXHIBIT D **is (*~~a Title Opinion by~~*** **, *~~a licensed Texas Attorney/a Take-off from~~*** **, *~~a Certified Petroleum Landman/Current Tax Roll from Midland Central Appraisal District~~*), which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

ATTACHED AS EXHIBIT E **is a *(map/plat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Mask Hz Unit № 1007JH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site:
SHL: 258.0' FNL & 2,380.0' FWL Section 10, BHL: 10.0' FSL & 2,577.0' FEL Section 3
Block X, H.P. Hilliard Survey, Midland County, Texas

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

ATTACHED AS EXHIBIT I **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations).* [See § J(16) and (20)].**

ATTACHED AS EXHIBIT J **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

ATTACHED AS EXHIBIT K (if applicable) **is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M **is the Road Repair Agreement and *Letter of Credit/Certificate of Deposit/Surety Bond* in the amount of at least $25,000. *Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):* Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000 *letter of credit/certificate of deposit/surety bond* in conjunction with this request. [See § J(31)].**

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) **Drilling:** None

(2) **Operations:** Oncor

Description of water source to be used during Drilling:

Water to be piped from surface owner's water wells, a third parties water wells from the surrounding area, or trucked from commercial sources to the well site

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: See Exhibit "O"

Trench and encapsulate per RRC Rule 27 (c) (10) (v)

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

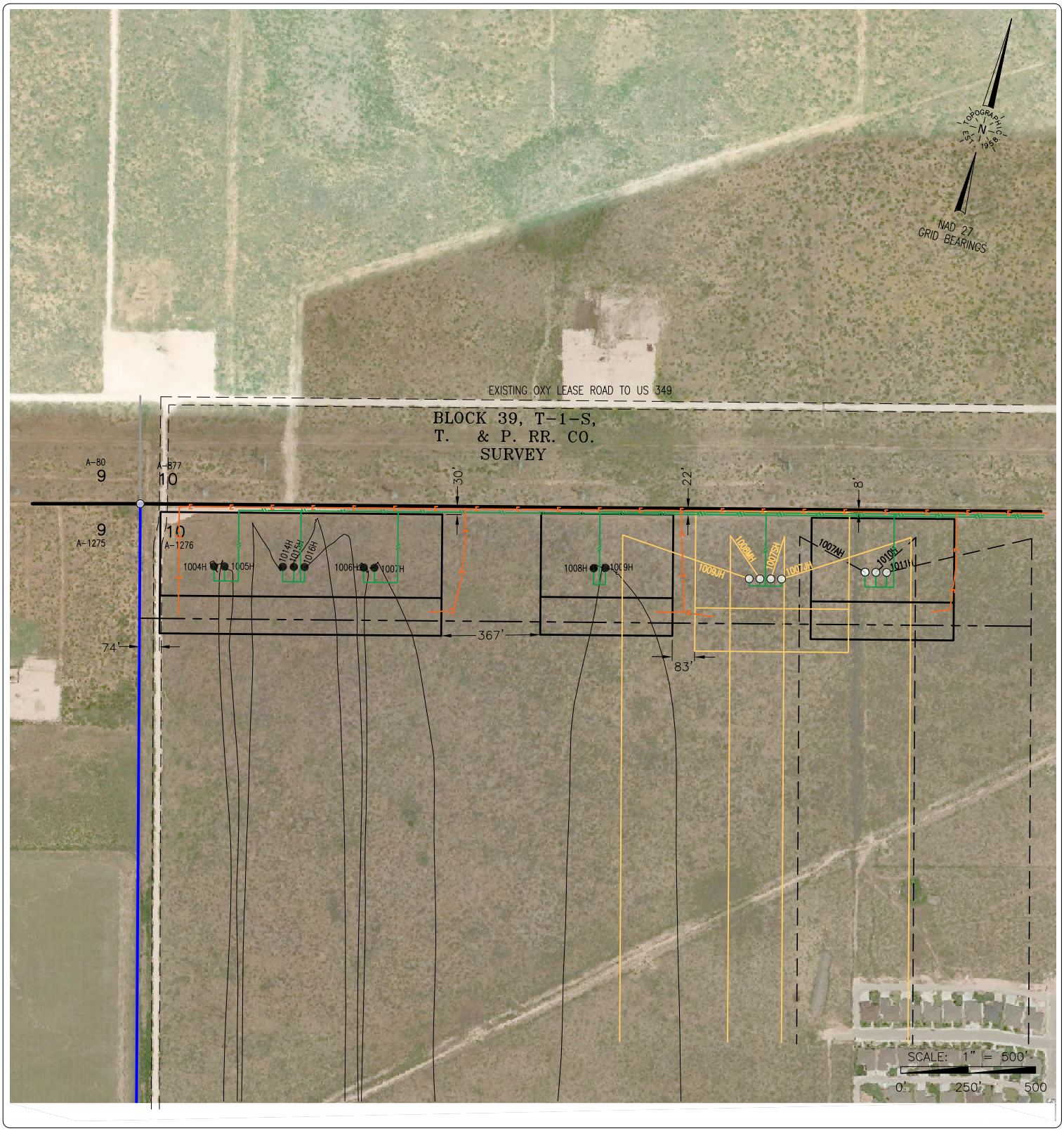
Aaron Hunter
Vice President of Midland Basin
COG Operating LLC

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this 28th day of March, 2020, by Aaron Hunter, Vice President of Midland Basin, of COG Operating LLC, a Delaware limited liability company, on behalf of said limited liability company.

DANIELLE ANISE YERO
Notary ID # 130744738
My Commission Expires
July 19, 2020

NOTARY PUBLIC-STATE OF TEXAS



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LOYALTY INNOVATION LEGACY

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WWW.TOPOGRAPHIC.COM
Texas FIRM Registration NO. 10042500

CD_MASK_HZ_UNIT_1007AH_PADS_AERIAL_REV1

CONCHO
OPERATOR: COG OPERATING LLC

MASK HZ UNIT PADS

LOCATION DESCRIPTION:

SECTION 10, BLOCK X, H. P. HILLARD SURVEY,
MIDLAND COUNTY, TEXAS

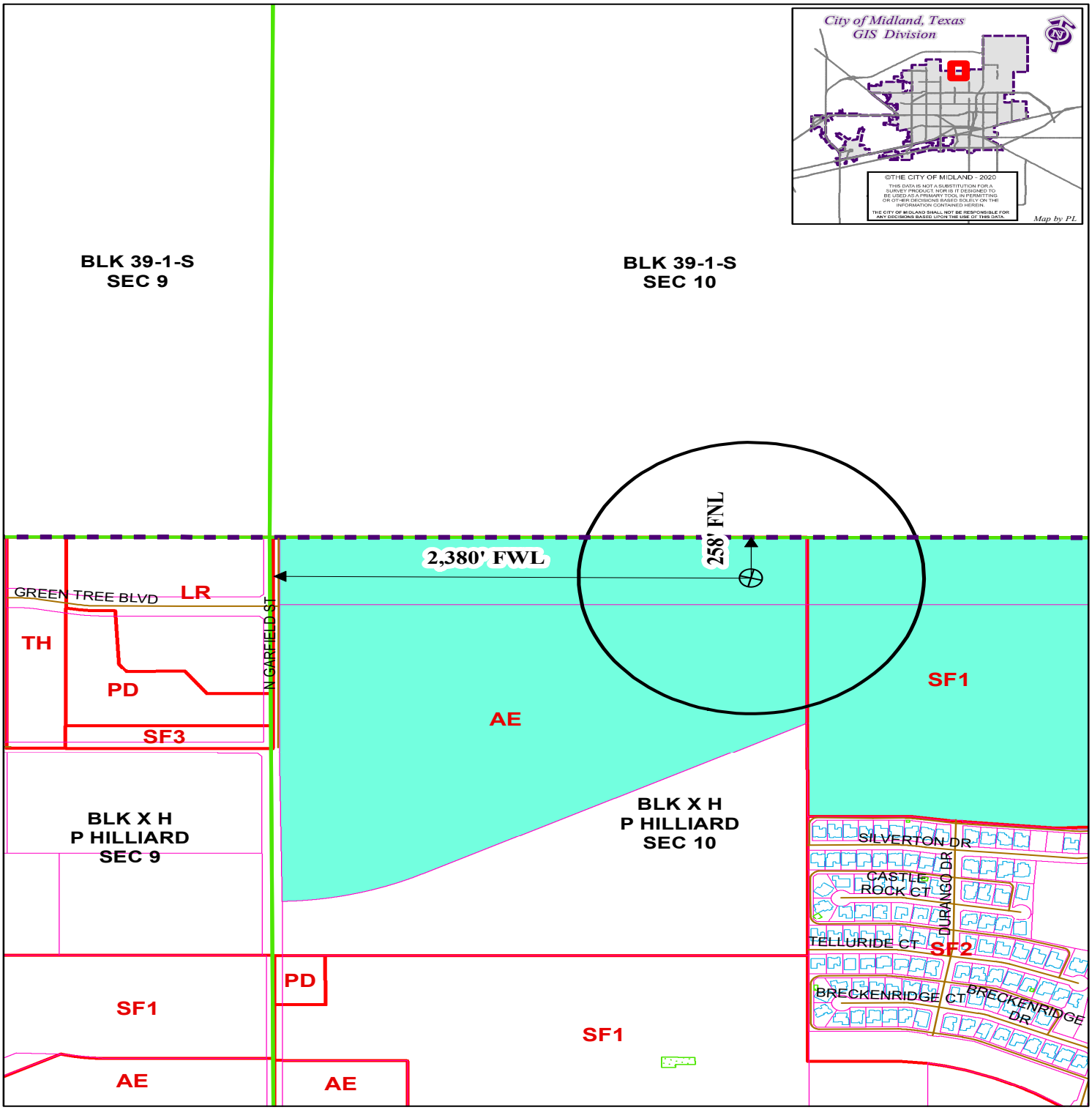
LEGEND

- Section Line
- Block Line
- E — Powerline
- Lease Road
- Pipeline
- Found Monument
- Calculated Corner

SURVEYED: PACKET 04/17/19		ORIGINAL DOC. SIZE: 8.5"x11"
COGO: 724-108888	REV: 1(MV) 03/16/2020	Drawn By: IG; 04/22/19

16.1009

July 14, 2020



LOCATION AND ZONING MAP

Oil - 024694 - 2020 **Scale: 1" = 700'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 258' FNL and 2,380' FWL, Section 10, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 2,380 feet east of North Garfield Street Extension and 258 feet north of Green Tree Boulevard Extension.

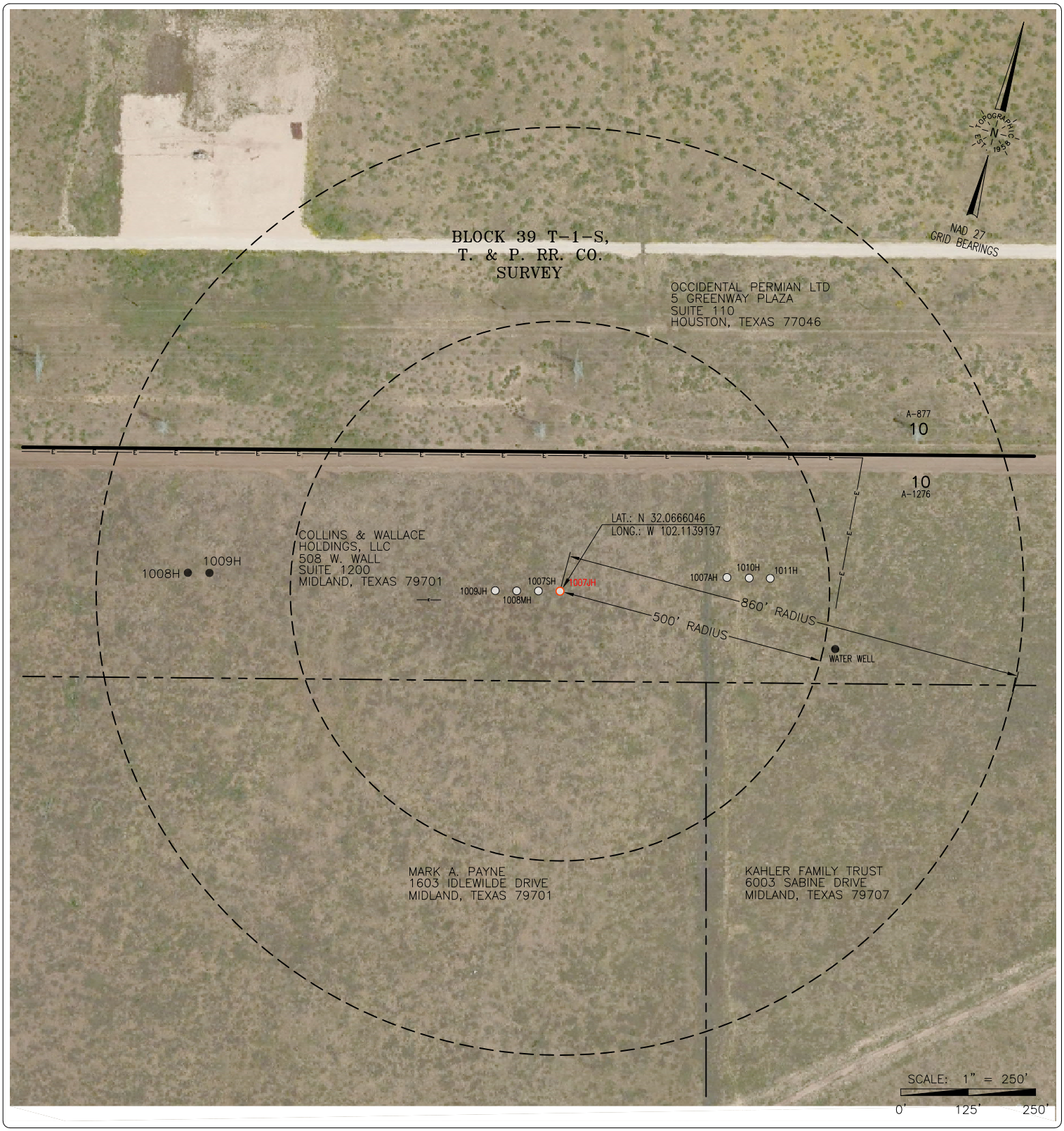
Mask Hz Unit No 1007JH

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
RE, R1, R2, R3	ONE-FAMILY DWELLING	LR, MU1, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY



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WWW.TOPOGRAPHIC.COM
Texas FIRM Registration NO. 10042500

FILE NAME: CD_MASK_HZ_UNIT_1007JH_AERIAL

CONCHO
OPERATOR: COG OPERATING LLC

MASK HZ UNIT 1007JH

LOCATION DESCRIPTION:

SECTION 10, BLOCK X, H.P. HILLIARD SURVEY A-1276
MIDLAND COUNTY, TEXAS

LEGEND

- Section Line
- Tract Line
- Block Line
- Found Monument
- Calculated Corner

SURVEYED: 12/20/19	ORIGINAL DOC. SIZE: 8.5"x11"
COGO: 724-108888	Drawn By: IG; 02/19/20

PACKET 16.1011
July 14, 2020

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
4/1/2020	COG Operating LLC	600 W. Illinois Ave. Midland, TX 79701
Representative Name	**Representative Address (within Midland City Limits)**	**Rep. Tele.** (432) 221-0376
Aaron Hunter	600 W. Illinois Ave. Midland, TX 79701	**Rep. Fax** (432) 221-9802
Fee: $4,000.00 Rec'd Yes___No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): (432)253-4500 (HSE) **No. 2 (Tele.): (432)818-2260 (Operations Manager)**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***
See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)].** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. See Exhibit "C"
2.
3.

ATTACHED AS EXHIBIT C **is (*~~a Title Opinion by~~* _____ *~~, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from~~* Adam Altenhofen *, a Certified Petroleum Landman/an opinion letter from* _____ *~~, a licensed Texas Attorney)~~* indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Surface use: Undeveloped Rangeland with plans for a future residential subdivision.
Surface ownership: See Exhibit "D"

ATTACHED AS EXHIBIT D **is (*~~a Title Opinion by~~* _____ *~~, a licensed Texas Attorney/a Take-off from~~* _____ *~~, a Certified Petroleum Landman/Current Tax Roll from Midland Central Appraisal District)~~*, which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

ATTACHED AS EXHIBIT E **is a** ***(map/plat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Mask Hz Unit № 1007SH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site:
SHL: 258.0' FNL & 2,340.0' FWL Section 10, BHL: 10.0' FSL & 2,340.0' FWL Section 3
Block X, H.P. Hilliard Survey, Midland County, Texas

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

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ATTACHED AS EXHIBIT K (if applicable) **is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M **is the Road Repair Agreement and** ***Letter of Credit/Certificate of Deposit/Surety Bond*** **in the amount of at least $25,000.** ***Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):*** **Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000** ***letter of credit/certificate of deposit/surety bond*** **in conjunction with this request. [See § J(31)].**

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) **Drilling:** None

(2) **Operations:** Oncor

Description of water source to be used during Drilling:

Water to be piped from surface owner's water wells, a third parties water wells from the surrounding area, or trucked from commercial sources to the well site

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: See Exhibit "O"

Trench and encapsulate per RRC Rule 27 (c) (10) (v)

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P **is the** ***Letter of Credit/Certificate of Deposit*** **in accordance with Subsection (K)(2). [See § J(18)].**

ATTACHED AS EXHIBIT Q **are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

ATTACHED AS EXHIBIT R **is the required Insurance Certificate. [See § J(19) and § K(3)].**

ATTACHED AS EXHIBIT S (if applicable) **is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

ATTACHED AS EXHIBIT T **is Applicant's Emergency Action Response Plan. [See § J(22)].**

ATTACHED AS EXHIBIT U **is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

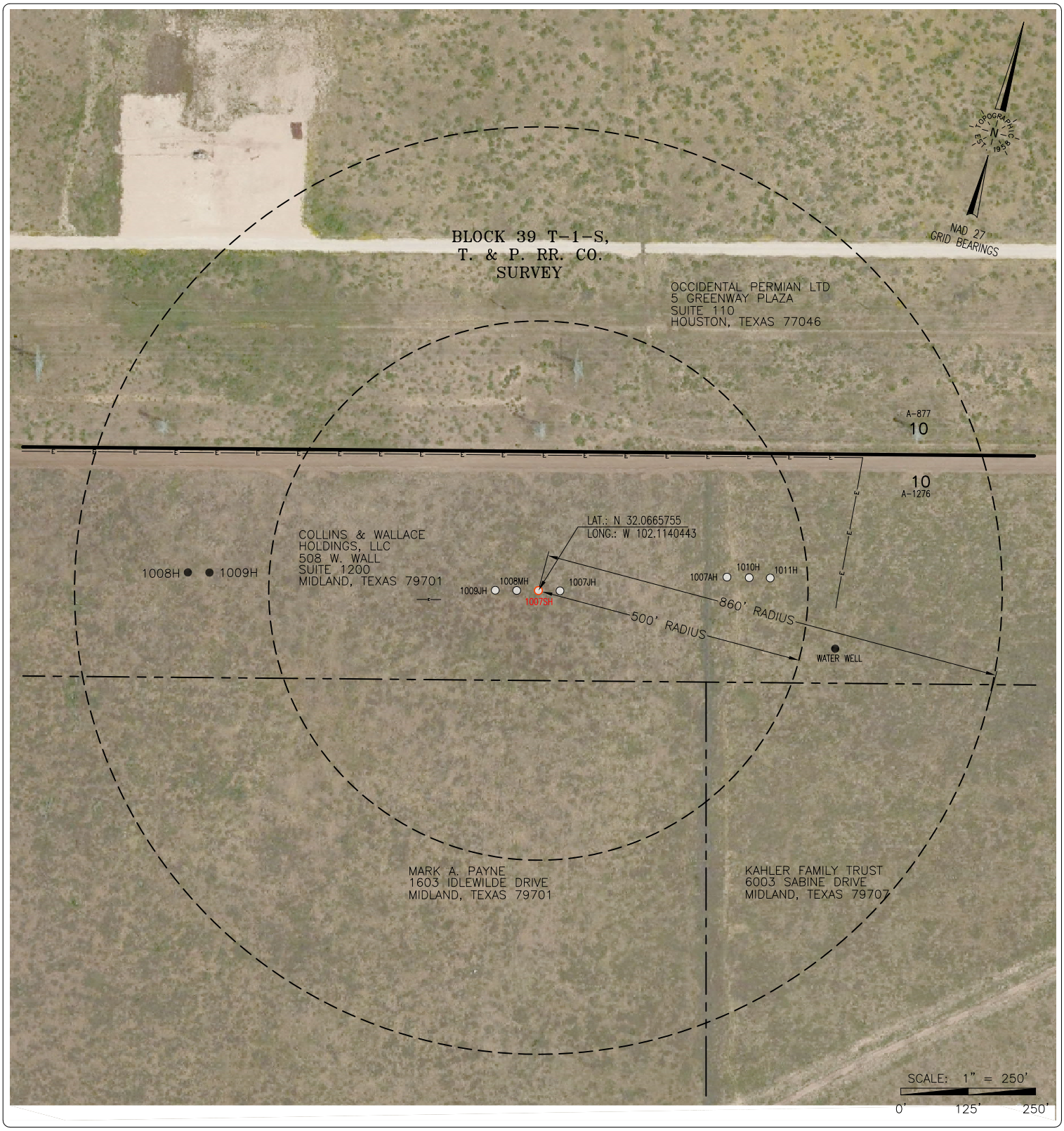
Aaron Hunter
Vice President of Midland Basin
COG Operating LLC

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this 28th day of March, 2020 by Aaron Hunter, Vice President of Midland Basin, of COG Operating LLC, a Delaware limited liability company, on behalf of said limited liability company.

DANIELLE ANISE YERO
Notary ID # 130744738
My Commission Expires
July 19, 2020

NOTARY PUBLIC-STATE OF TEXAS



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TELEPHONE: (432) 682-1653 OR (800) 767-1653 • FAX (432) 682-1743
WWW.TOPOGRAPHIC.COM
Texas FIRM Registration NO. 10042500

FILE NAME: CD_MASK_HZ_UNIT_1007SH_AERIAL

CONCHO
OPERATOR: COG OPERATING LLC

MASK HZ UNIT 1007SH

LOCATION DESCRIPTION:

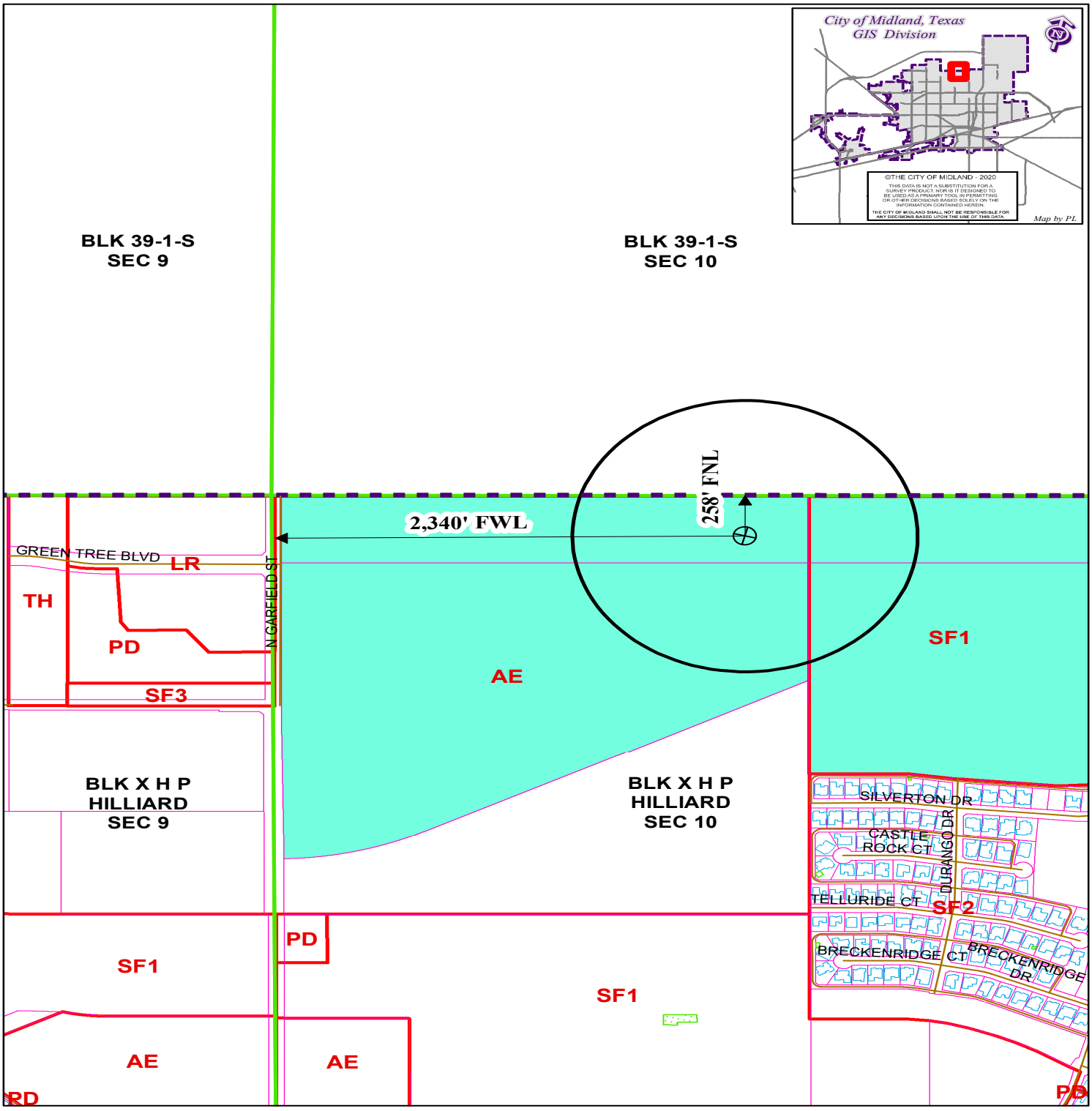
SECTION 10, BLOCK X, H.P. HILLIARD SURVEY A-1276
MIDLAND COUNTY, TEXAS

LEGEND

- Section Line
- Tract Line
- Block Line
- Found Monument
- Calculated Corner

SURVEYED: 12/20/19	ORIGINAL DOC. SIZE: 8.5"x11"
COGO: 724-108888	Drawn By: IG; 02/19/20

PACKET 16.1015
July 14, 2020



LOCATION AND ZONING MAP

Oil - 024698 - 2020 **Scale: 1" = 700'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 258' FNL and 2,340' FWL, Section 10, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 2,340 feet east of North Garfield Street Extension and 258 feet north of Green Tree Boulevard Extension.

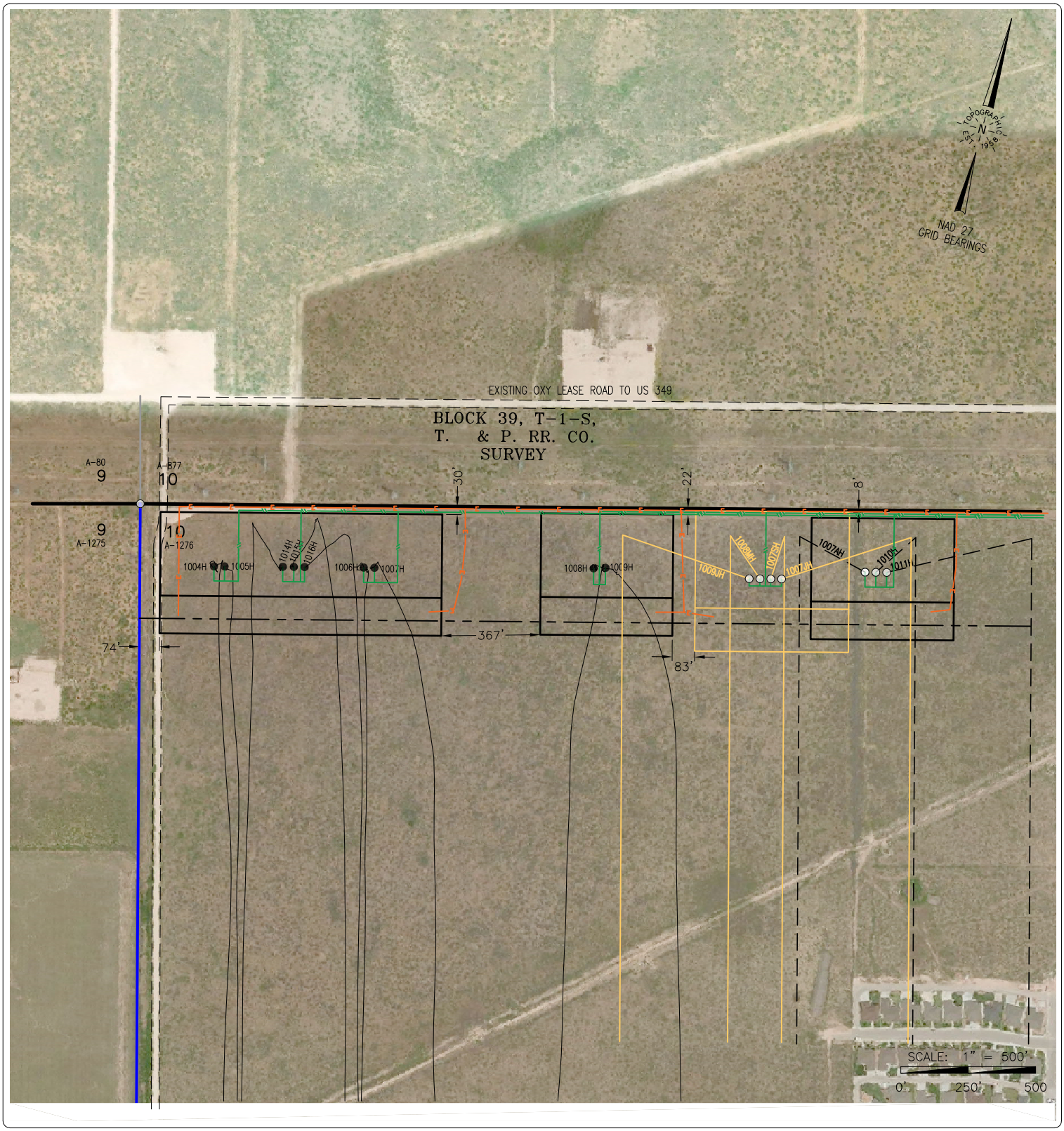
Mask Hz Unit No 1007SH

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
RE, R1, R2, R3	ONE-FAMILY DWELLING	LR, MU1, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY



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TELEPHONE: (432) 682-1653 OR (800) 767-1653 • FAX (432) 682-1743
WWW.TOPOGRAPHIC.COM
Texas FIRM Registration NO. 10042500

CD_MASK_HZ_UNIT_1007AH_PADS_AERIAL_REV1

CONCHO
OPERATOR: COG OPERATING LLC

MASK HZ UNIT PADS

LOCATION DESCRIPTION:

SECTION 10, BLOCK X, H. P. HILLARD SURVEY,
MIDLAND COUNTY, TEXAS

LEGEND

- Section Line
- Block Line
- E — Powerline
- Lease Road
- Pipeline
- Found Monument
- Calculated Corner

SURVEYED: PACKET 04/17/19	ORIGINAL DOC. SIZE: 8.5"x11"	
COGO: 724-108888	REV: 1(MV) 03/16/2020	Drawn By: IG; 04/22/19

16.1017

July 14, 2020

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
4/1/2020	COG Operating LLC	600 W. Illinois Ave. Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 221-0376
Aaron Hunter	600 W. Illinois Ave. Midland, TX 79701	Rep. Fax (432) 221-9802
Fee: $4,000.00 Rec'd Yes___No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): (432)253-4500 (HSE) **No. 2 (Tele.): (432)818-2260 (Operations Manager)**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***
See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. See Exhibit "C"
2.
3.

ATTACHED AS EXHIBIT C **is (*~~a Title Opinion by~~* _____ *~~, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from~~* Adam Altenhofen *, a Certified Petroleum Landman/an opinion letter from* _____ *~~, a licensed Texas Attorney~~)** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Surface use: Undeveloped Rangeland with plans for a future residential subdivision.
Surface ownership: See Exhibit "D"

ATTACHED AS EXHIBIT D **is (*~~a Title Opinion by~~* _____ *~~, a licensed Texas Attorney/a Take-off from~~* _____ *~~, a Certified Petroleum Landman/Current Tax Roll from Midland Central Appraisal District~~),** **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

ATTACHED AS EXHIBIT E **is a *(map/plat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Mask Hz Unit № 1008MH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site:
SHL: 258.0' FNL & 2,300.0' FWL Section 10, BHL: 10.0' FSL & 2,080.0' FWL Section 3
Block X, H.P. Hilliard Survey, Midland County, Texas

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

ATTACHED AS EXHIBIT I **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations).* [See § J(16) and (20)].**

ATTACHED AS EXHIBIT J **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

ATTACHED AS EXHIBIT K (if applicable) **is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M **is the Road Repair Agreement and *Letter of Credit/Certificate of Deposit/Surety Bond* in the amount of at least $25,000. *Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):* Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000 *letter of credit/certificate of deposit/surety bond* in conjunction with this request. [See § J(31)].**

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) **Drilling:** None

(2) **Operations:** Oncor

Description of water source to be used during Drilling:

Water to be piped from surface owner's water wells, a third parties water wells from the surrounding area, or trucked from commercial sources to the well site

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: See Exhibit "O"

Trench and encapsulate per RRC Rule 27 (c) (10) (v)

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

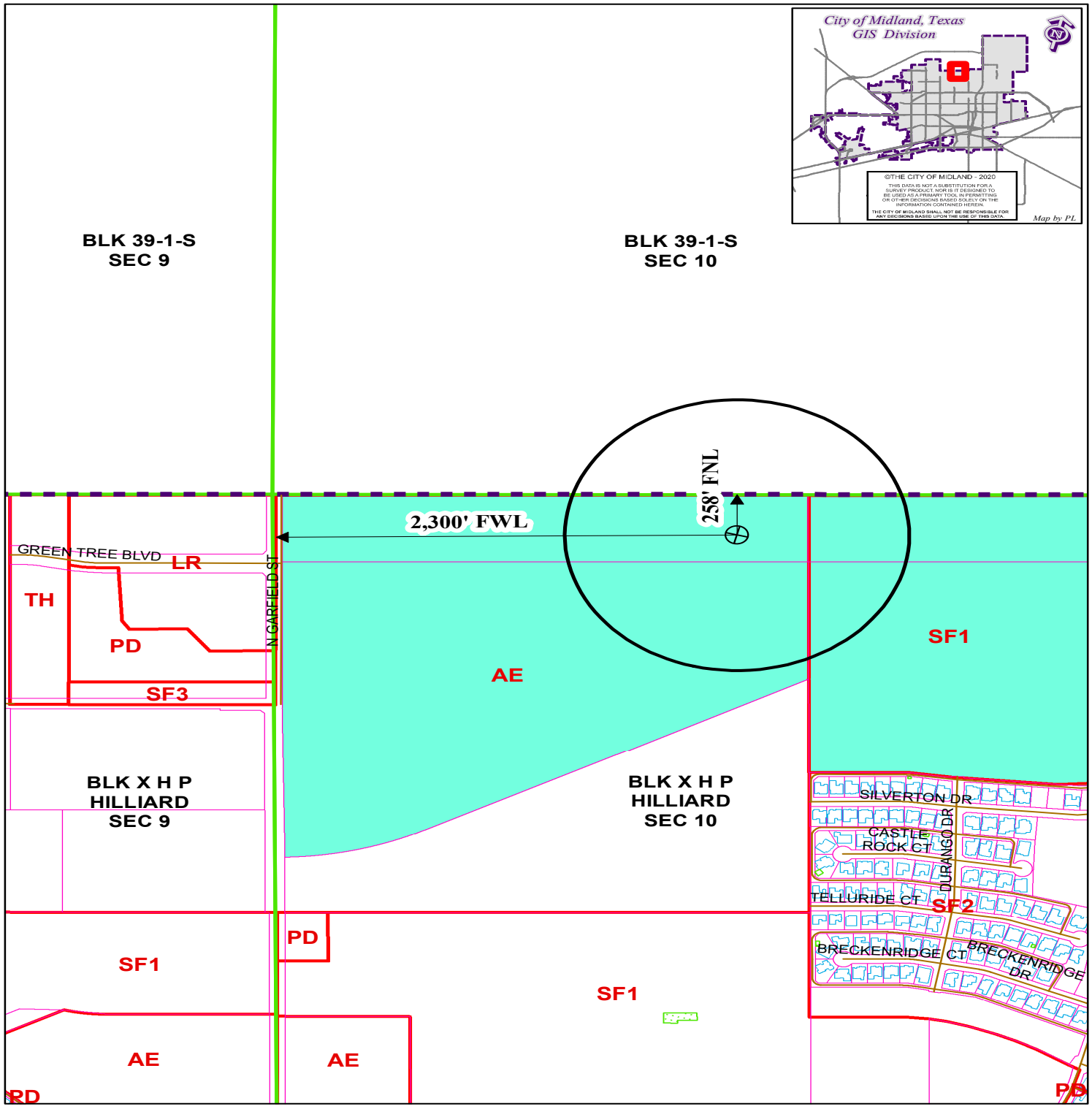
Aaron Hunter
Vice President of Midland Basin
COG Operating LLC

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this 28th day of March, 2020, by Aaron Hunter, Vice President of Midland Basin, of COG Operating LLC, a Delaware limited liability company, on behalf of said limited liability company.

DANIELLE ANISE YERO
Notary ID # 130744738
My Commission Expires
July 19, 2020

NOTARY PUBLIC-STATE OF TEXAS



LOCATION AND ZONING MAP

Oil - 024700 - 2020 **Scale: 1" = 700'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 258' FNL and 2,300' FWL, Section 10, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 2,300 feet east of North Garfield Street Extension and 258 feet north of Green Tree Boulevard Extension.

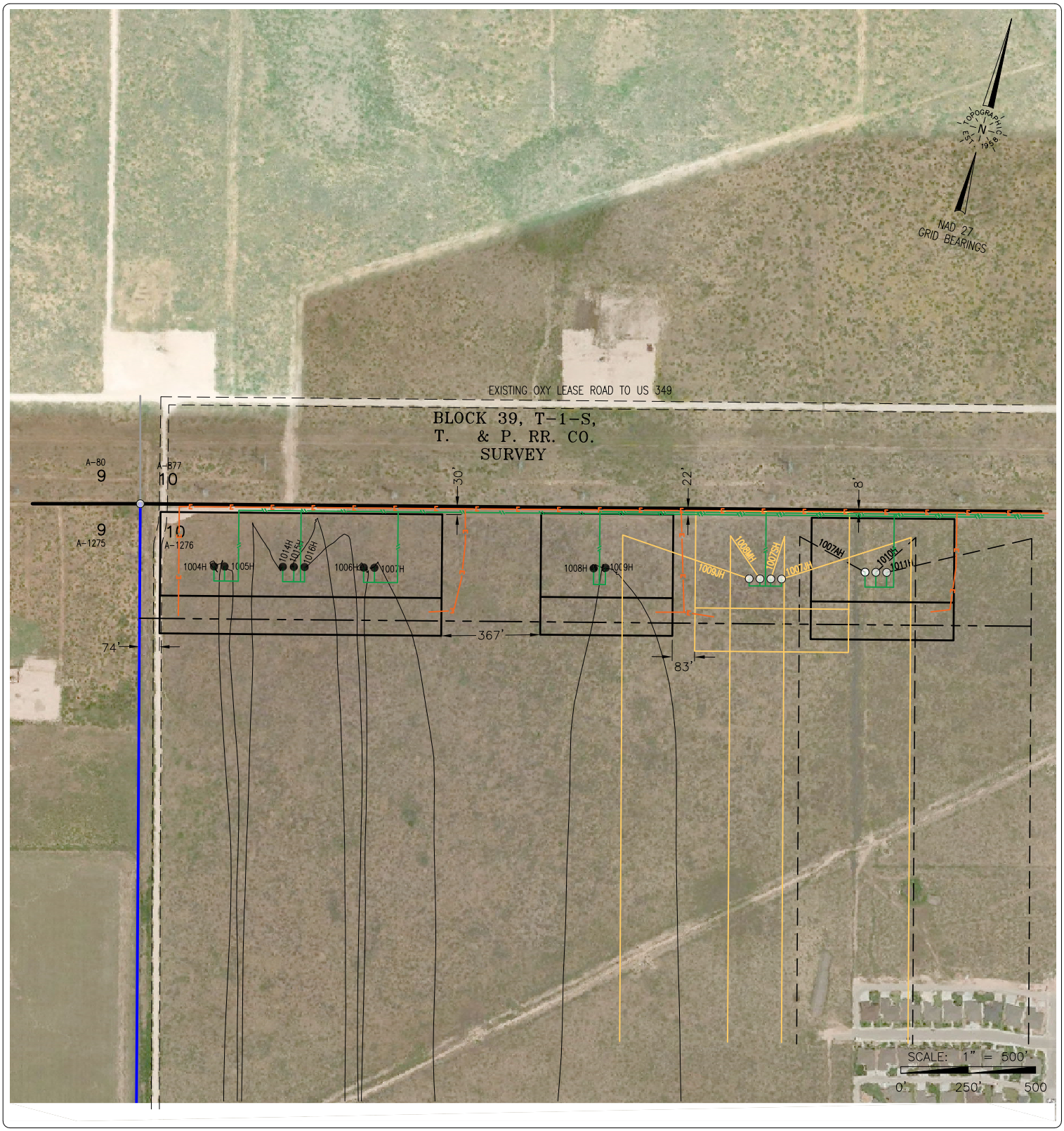
Mask Hz Unit No 1008MH

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
RE, R1, R2	ONE-FAMILY DWELLING	LR, MU, LRB	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY



TOPOGRAPHIC
LOYALTY INNOVATION LEGACY

2903 NORTH BIG SPRING • MIDLAND, TEXAS 79705
TELEPHONE: (432) 682-1653 OR (800) 767-1653 • FAX (432) 682-1743
WWW.TOPOGRAPHIC.COM
Texas FIRM Registration NO. 10042500

CD_MASK_HZ_UNIT_1007AH_PADS_AERIAL_REV1

CONCHO
OPERATOR: COG OPERATING LLC

MASK HZ UNIT PADS

LOCATION DESCRIPTION:

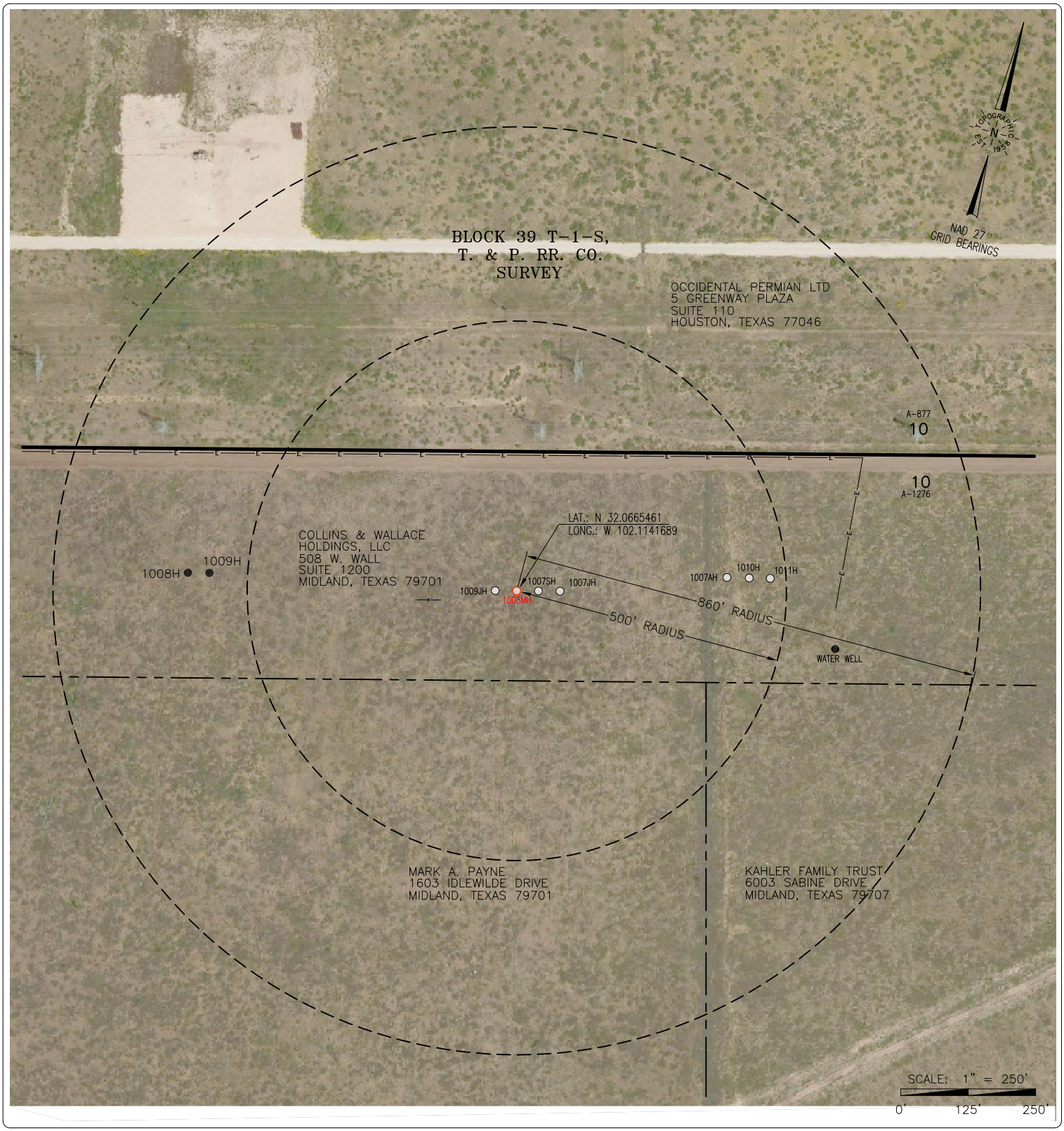
SECTION 10, BLOCK X, H. P. HILLARD SURVEY,
MIDLAND COUNTY, TEXAS

LEGEND

- Section Line
- Block Line
- E — Powerline
- Lease Road
- Pipeline
- Found Monument
- Calculated Corner

SURVEYED: 04/17/19		ORIGINAL DOC. SIZE: 8.5"x11"
COGO: 724-108888	REV: 1(MV) 03/16/2020	Drawn By: IG; 04/22/19

PACKET 16.1022 July 14, 2020



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WWW.TOPOGRAPHIC.COM
Texas FIRM Registration NO. 10042500

FILE NAME: CD_MASK_HZ_UNIT_1008MH_AERIAL

CONCHO
OPERATOR: COG OPERATING LLC

MASK HZ UNIT 1008MH

LOCATION DESCRIPTION:

SECTION 10, BLOCK X, H.P. HILLIARD SURVEY A-1276
MIDLAND COUNTY, TEXAS

LEGEND

- Section Line
- Tract Line
- Block Line
- Found Monument
- Calculated Corner

SURVEYED: 12/20/19	ORIGINAL DOC. SIZE: 8.5"x11"
COGO: 724-108888	Drawn By: IG; 02/19/20

PACKET 16.1023
July 14, 2020

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
4/1/2020	COG Operating LLC	600 W. Illinois Ave. Midland, TX 79701
Representative Name	**Representative Address (within Midland City Limits)**	**Rep. Tele.** (432) 221-0376
Aaron Hunter	600 W. Illinois Ave. Midland, TX 79701	**Rep. Fax** (432) 221-9802
Fee: $4,000.00 Rec'd Yes___No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): (432)253-4500 (HSE) **No. 2 (Tele.): (432)818-2260 (Operations Manager)**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***
See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)].** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. See Exhibit "C"
2.
3.

ATTACHED AS EXHIBIT C **is (*~~a Title Opinion by~~* _____ *~~, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from~~* Adam Altenhofen *, a Certified Petroleum Landman/~~an opinion letter from~~* _____ *~~, a licensed Texas Attorney)~~* indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Surface use: Undeveloped Rangeland with plans for a future residential subdivision.
Surface ownership: See Exhibit "D"

ATTACHED AS EXHIBIT D **is (*~~a Title Opinion by~~* _____ *~~, a licensed Texas Attorney/a Take-off from~~* _____ *~~, a Certified Petroleum Landman/Current Tax Roll from Midland Central Appraisal District)~~*, which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

ATTACHED AS EXHIBIT E **is a** ***(map/plat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Mask Hz Unit № 1009JH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site:
SHL: 258.0' FNL & 2,260' FWL Section 10, BHL: 10.0' FSL & 1,680.0' FWL Section 3
Block X, H.P. Hilliard Survey, Midland County, Texas

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

ATTACHED AS EXHIBIT I **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

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ATTACHED AS EXHIBIT K (if applicable) **is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M **is the Road Repair Agreement and** ***Letter of Credit/Certificate of Deposit/Surety Bond*** **in the amount of at least $25,000.** ***Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):*** **Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000** ***letter of credit/certificate of deposit/surety bond*** **in conjunction with this request. [See § J(31)].**

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Description of Public Utilities required during (1) drilling and (2) operations:

(1) **Drilling:** None

(2) **Operations:** Oncor

Description of water source to be used during Drilling:

Water to be piped from surface owner's water wells, a third parties water wells from the surrounding area, or trucked from commercial sources to the well site

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: See Exhibit "O"

Trench and encapsulate per RRC Rule 27 (c) (10) (v)

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P **is the** ***Letter of Credit/Certificate of Deposit*** **in accordance with Subsection (K)(2). [See § J(18)].**

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ATTACHED AS EXHIBIT R **is the required Insurance Certificate. [See § J(19) and § K(3)].**

ATTACHED AS EXHIBIT S (if applicable) **is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

ATTACHED AS EXHIBIT T **is Applicant's Emergency Action Response Plan. [See § J(22)].**

ATTACHED AS EXHIBIT U **is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

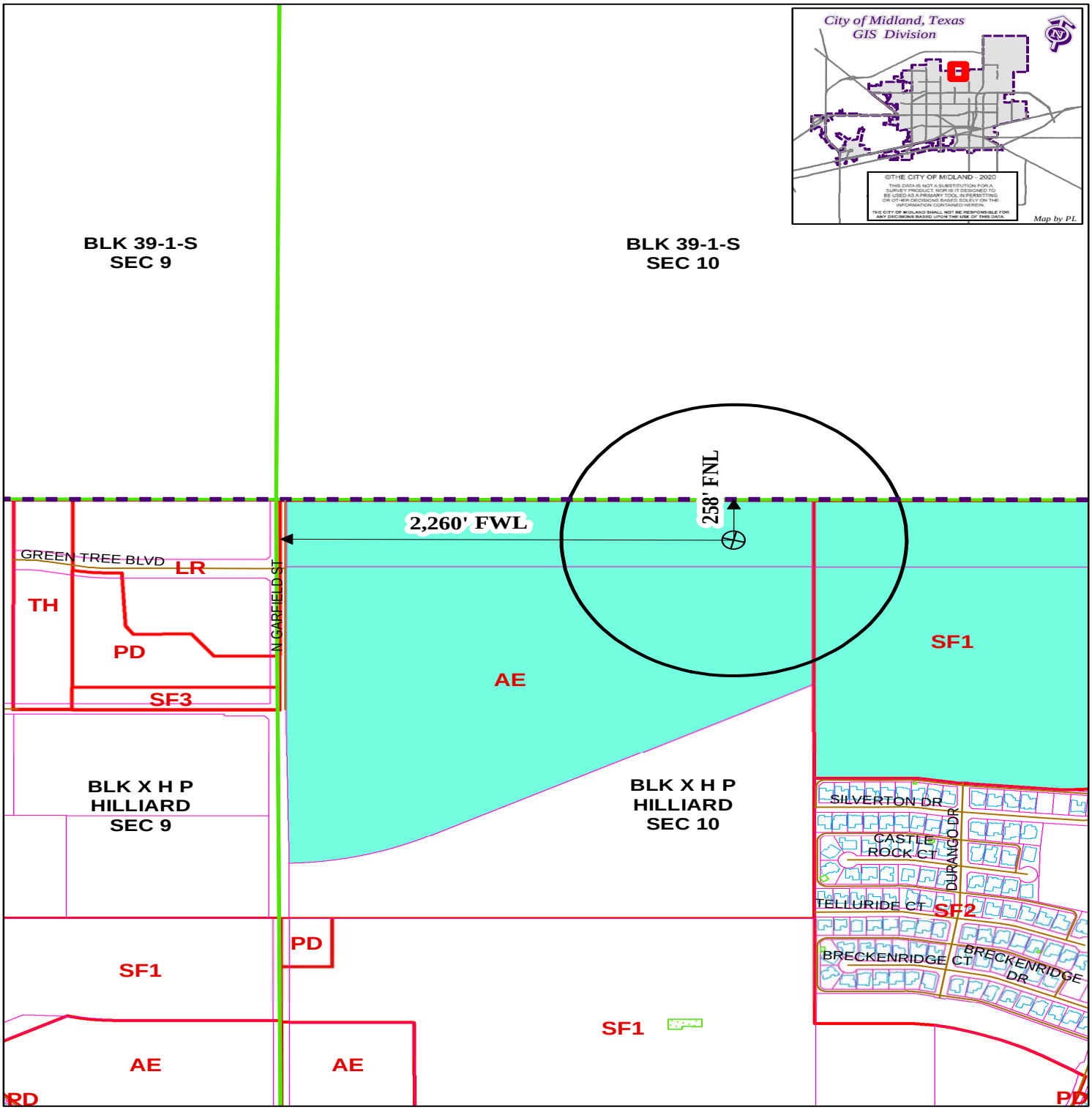
Aaron Hunter
Vice President of Midland Basin
COG Operating LLC

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this 26th day of March, 2020, by Aaron Hunter, Vice President of Midland Basin, of COG Operating LLC, a Delaware limited liability company, on behalf of said limited liability company.

DANIELLE ANISE YERO
Notary ID # 130744738
My Commission Expires
July 19, 2020

NOTARY PUBLIC-STATE OF TEXAS



LOCATION AND ZONING MAP

Oil - 024699 - 2020 **Scale: 1" = 700'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 258' FNL and 2,260' FWL, Section 10, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 2,260 feet east of North Garfield Street Extension and 258 feet north of Green Tree Boulevard Extension.

Mask Hz Unit No 1009JH

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, SF3	ONE-FAMILY DWELLING	LR, MLR, LRB	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY



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2903 NORTH BIG SPRING • MIDLAND, TEXAS 79705
TELEPHONE: (432) 682-1653 OR (800) 767-1653 • FAX (432) 682-1743
WWW.TOPOGRAPHIC.COM
Texas FIRM Registration NO. 10042500

FILE NAME: CD_MASK_HZ_UNIT_1009JH_AERIAL

CONCHO
OPERATOR: COG OPERATING LLC

MASK HZ UNIT 1009JH

LOCATION DESCRIPTION:

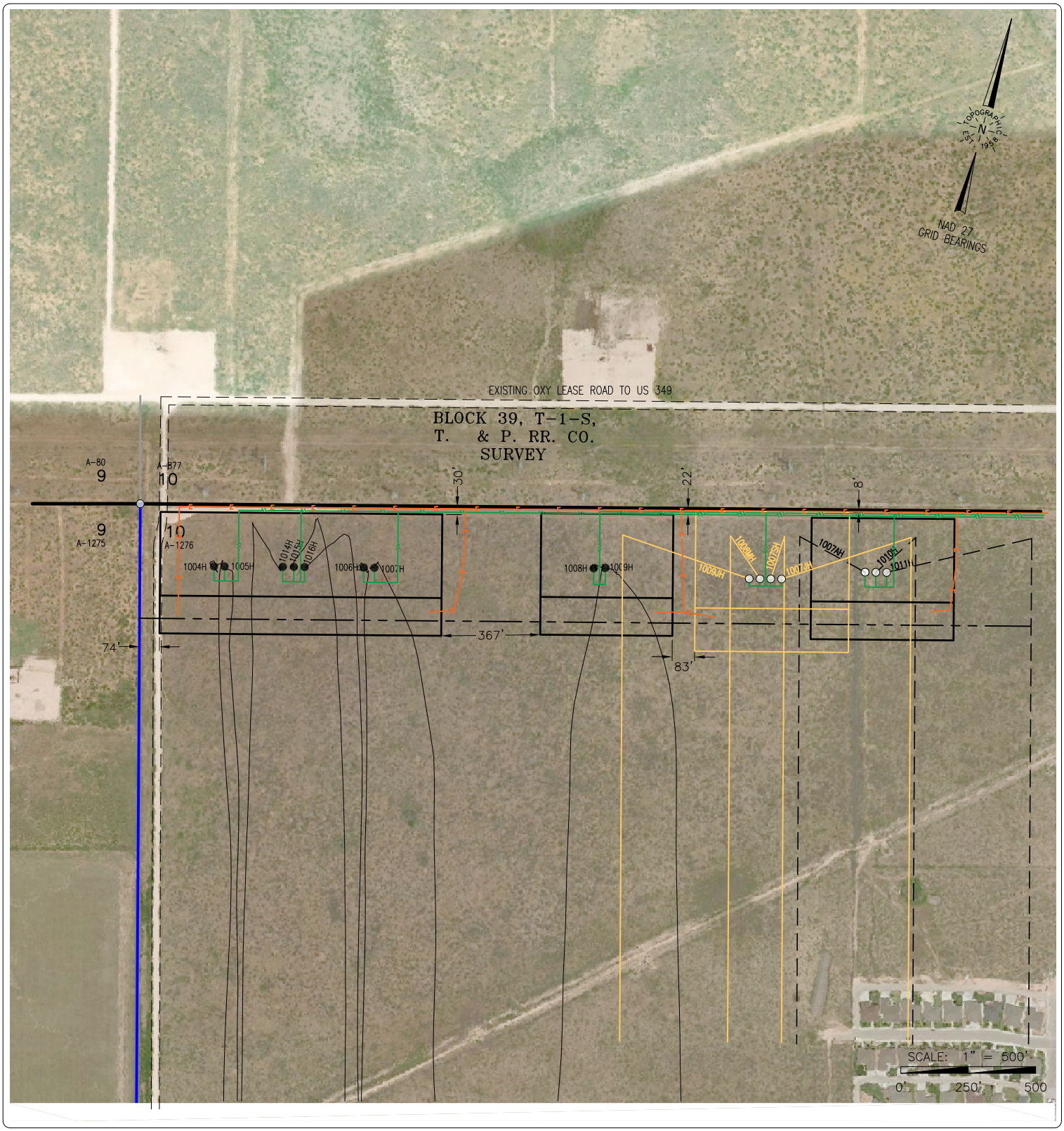
SECTION 10, BLOCK X, H.P. HILLIARD SURVEY A-1276
MIDLAND COUNTY, TEXAS

LEGEND

- Section Line
- Tract Line
- Block Line
- Found Monument
- Calculated Corner

SURVEYED: 12/20/19	ORIGINAL DOC. SIZE: 8.5"x11"
COGO: 724-108888	Drawn By: IG; 02/19/20

PACKET 16.1028
July 14, 2020



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CD_MASK_HZ_UNIT_1007AH_PADS_AERIAL_REV1

CONCHO
OPERATOR: COG OPERATING LLC

MASK HZ UNIT PADS

LOCATION DESCRIPTION:

SECTION 10, BLOCK X, H. P. HILLARD SURVEY,
MIDLAND COUNTY, TEXAS

LEGEND

- Section Line
- Block Line
- E — Powerline
- Lease Road
- Pipeline
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- Calculated Corner

SURVEYED: PACKET 04/17/19		ORIGINAL DOC. SIZE: 8.5"x11"
COGO: 724-108888	REV: 1(MV) 03/16/2020	Drawn By: IG; 04/22/19

16.1029

July 14, 2020

City Council Agenda

MEETING DATE: July 14, 2020

TO: CITY COUNCIL/CITY MANAGER

FROM: Ron Jenkins, Oil & Gas Coordinator

SUBJECT: **RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PARSLEY ENERGY OPERATIONS, LLC ("OPERATOR") TO DRILL TWO OIL AND GAS WELLS LOCATED IN SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED BETWEEN 1,870 FEET AND 1,900 FEET NORTH OF EAST LOOP 250 NORTH AND 1,381 FEET WEST OF NORTH FAIRGROUNDS ROAD EXTENSION); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT**

Purpose:

Resolution approving the issuance of permits to Parsley Energy Operations, LLC for the drilling of the following oil and gas wells: Hogan 1-24-E-2609H and Hogan 1-24-G-2613VH said wells being generally located between 1,900 feet and 1,870 feet north of E Loop 250N and 1,381 feet west of N Fairgrounds Road extension. The required 30-day public comment has passed, and the Council may consider this request. Currently no notices of objection received.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed this well site in detail and recommends approval noting an update of two exhibits. Parsley Energy Operations is

the surface owner and will be using 24 ft. tall sound walls on the north and west sides of the pad sites during drilling and fracing. In addition, a quiet frac fleet system as used on previous wells at this pad site. The tank battery for these wells are located approximately 2 miles to the east in the county. Receiving support of the Oil & Gas Advisory Committee, Parsley Energy Operations, LLC is requesting the following variances:

(1) Requests variance for twenty-four-hour fracing operations and use of a workover rig during the completion process directly following the fracing operation.
(2) Requests a variance from landscaping. Stating the proposed fencing plan provides adequate screening from adjacent roads and parcels.
(3) Requests variance to the Road Repair Agreement due to no city streets will be used.

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Flow Line Location;

City Council Agenda

MEETING DATE: July 14, 2020

TO: CITY COUNCIL/CITY MANAGER

FROM: Ron Jenkins, Oil & Gas Coordinator

SUBJECT: **Resolution approving the issuance of permits to Parsley Energy Operations, LLC for the drilling of the following oil and gas wells: Hogan 1-24-E-2609H and Hogan 1-24-G-2613VH said wells being generally located between 1,900 feet and 1,870 feet north of E Loop 250N and 1,381 feet west of N Fairgrounds Road extension. District 1.**

Purpose:

Resolution approving the issuance of permits to Parsley Energy Operations, LLC for the drilling of the following oil and gas wells: Hogan 1-24-E-2609H and Hogan 1-24-G-2613VH said wells being generally located between 1,900 feet and 1,870 feet north of E Loop 250N and 1,381 feet west of N Fairgrounds Road extension. The required 30-day public comment has passed, and the Council may consider this request. Currently no notices of objection received.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed this well site in detail and recommends approval noting an update of two exhibits. Parsley Energy Operations is the surface owner and will be using 24 ft. tall sound walls on the north and west sides of the pad sites during drilling and fracing. In addition, a quiet frac fleet system as used on previous wells at this pad site. The tank battery for these wells are located approximately 2 miles to the east in the county. Receiving support of the Oil & Gas

Advisory Committee, Parsley Energy Operations, LLC is requesting the following variances:

(1) Requests variance for twenty-four-hour fracing operations and use of a workover rig during the completion process directly following the fracing operation.
(2) Requests a variance from landscaping. Stating the proposed fencing plan provides adequate screening from adjacent roads and parcels.
(3) Requests variance to the Road Repair Agreement due to no city streets will be used.

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Flow Line Location;

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PARSLEY ENERGY OPERATIONS, LLC ("OPERATOR") TO DRILL TWO OIL AND GAS WELLS LOCATED IN SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED BETWEEN 1,870 FEET AND 1,900 FEET NORTH OF EAST LOOP 250 NORTH AND 1,381 FEET WEST OF NORTH FAIRGROUNDS ROAD EXTENSION); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT

WHEREAS, on December 8, 2009, the City Council of the City of Midland duly approved Ordinance No. 8769 which amended Title VI, "Police Regulations," Chapter 1, "General Offenses," of the City Code of Midland, Texas, so as to establish Section 23, "Oil and Gas Well Permits issued on or after January 1, 2010," which governs the granting or rejecting of Oil and Gas Well Permits; and

WHEREAS, the purpose of said section is to establish reasonable and uniform limitations, safeguards, and regulations for present and future operations related to the exploring, drilling, developing, producing, transporting and storing of oil or gas or other substances produced in association with oil and gas within the City of Midland to protect the health, safety, and general welfare of the public and the orderly development of the City of Midland; abate or prevent potential public nuisances; minimize the potential adverse impact to surface and mineral owners, protect the quality of the environment and encourage the orderly production of available mineral resources; and

WHEREAS, Section 6-1-23(C) of the City Code of Midland, Texas, makes it an offense to knowingly drill or participate in the drilling of any well or to re-enter any well within the corporate limits of the City of Midland without a permit having first been issued by the authority of the City Council; and

WHEREAS, Operator has submitted applications to the City of Midland to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, notice of the public hearing on this matter was provided in accordance

with Section 6-1-23(H)(1) and a public hearing was held on June 9, 2020; and

WHEREAS, subsequent to said public hearing, and in accordance with Section 6-1-23(H)(1), the City Council allowed the public and Operator thirty (30) days to submit written input to the City Manager regarding Operator's applications to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council has considered those issues set forth in Section 6-1-23(I) in determining whether to grant or deny permits to Operator to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of permits to Operator to drill oil and gas wells on the property described in Section Two hereof;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the above recitals are hereby adopted and approved by the City Council of the City of Midland.

SECTION TWO. That the Mayor is hereby authorized and directed to execute permits, on behalf of the City of Midland, that will allow Operator to drill the following oil and gas wells:

Hogan 1-24-E-2609H and Hogan 1-24-G-2613VH;

located in Section 1, Block X, H.P. Hilliard Survey, City and County of Midland, Texas. Said permits shall be in forms substantially similar to those attached hereto as Exhibits "A" and "B" and incorporated herein for all legal purposes.

SECTION THREE. That the requirement of a Road Repair Agreement between Operator and the City of Midland is hereby waived in regard to said permits.

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., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Robert Patrick, Assistant City Manager

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on July 14, 2020, considered the application of Parsley Energy Operations, LLC ("Operator") dated March 24, 2020 to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Hogan 1-24-E-2609H located 2,341 feet from the south line and 1,381 feet from the east line, Section 1, Block X, H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from July 14, 2020 through July 14, 2021, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided

that this permit does not authorize a trespass by the permittee as to any third party. This permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations and use of a workover rig during the process directly following the fracing operations.

2. No landscaping and irrigation due to adequate screening from adjacent roads and parcels.

3. No road repair agreement required because no City streets will be used to access the well site.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of July, 2020.

CITY OF MIDLAND, TEXAS

By: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of July, 2020.

.

Parsley Energy Operations, LLC

By: _____

Mark Timmons

Vice President- Field Operations

OIL AND GAS WELL PERMIT

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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of July, 2020.

CITY OF MIDLAND, TEXAS

By: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of July, 2020.

.

Parsley Energy Operations, LLC

By: _____

Mark Timmons

Vice President- Field Operations

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
3/24/2020	Parsley Energy Operations, LLC	1703 ECR 120, Midland, TX 79703

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 704-2500
Mark Timmons	1703 ECR 120, Midland, TX 79703	Rep. Fax
Fee: $4,000.00 Rec'd Yes_X No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

Justin Smith (432) 528-1994
1703 ECR 120 Midland, TX 79703

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit "C"
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Bryan A. Shores ***, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from*** ***, a Certified Petroleum Landman/an opinion letter from*** ***, a licensed Texas Attorney)*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

-Undeveloped and existing oil and gas facilities

ATTACHED AS EXHIBIT D **is Current Tax Roll from Midland Central Appraisal District), which lists**

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Hogan 1-24-E-2609H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

Attached as Exhibit V.

Legal Description of Proposed Well Site:
SHL - 2341' FSL and 1381' FEL-Situated in Section 1, A-11, Block X,H.P. Hilliard Survey, Midland County, TX

BHL - 1759' FNL and 2310' FEL-Situated in Section 24, A-561,Block 39, T-1-S,T& P RR Co,Midland County,TX

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

ATTACHED AS EXHIBIT I **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

ATTACHED AS EXHIBIT J **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

ATTACHED AS EXHIBIT K (if applicable) **is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M **is the Road Repair Agreement and** ***Letter of Credit/Certificate of Deposit/Surety Bond*** **in the amount of at least $25,000.** ***Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):*** **Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000** ***letter of credit/certificate of deposit/surety bond*** **in conjunction with this request. [See § J(31)].**

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling:
None.
(2) Opera tions:

Electrical.

Description of water source to be used during Drilling:

Water will be stored in off-site frac ponds. Water source will be from an off-site water well or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

Attached as Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Parsley will use a closed loop mud circulating system, not open reserve pits.

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P **is the** ***Letter of Credit/Certificate of Deposit*** **in accordance with Subsection (K)(2). [See § J(18)].**

ATTACHED AS EXHIBIT Q **are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

ATTACHED AS EXHIBIT R **is the required Insurance Certificate. [See § J(19) and § K(3)].**

ATTACHED AS EXHIBIT S (if applicable) **is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

ATTACHED AS EXHIBIT T **is Applicant's Emergency Action Response Plan. [See § J(22)].**

ATTACHED AS EXHIBIT U **is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

PARSLEY ENERGY
[NAME OF COMPANY]

By MARK TIMMONS
Its VICE PRESIDENT - FIELD OPERATIONS

State of TEXAS)

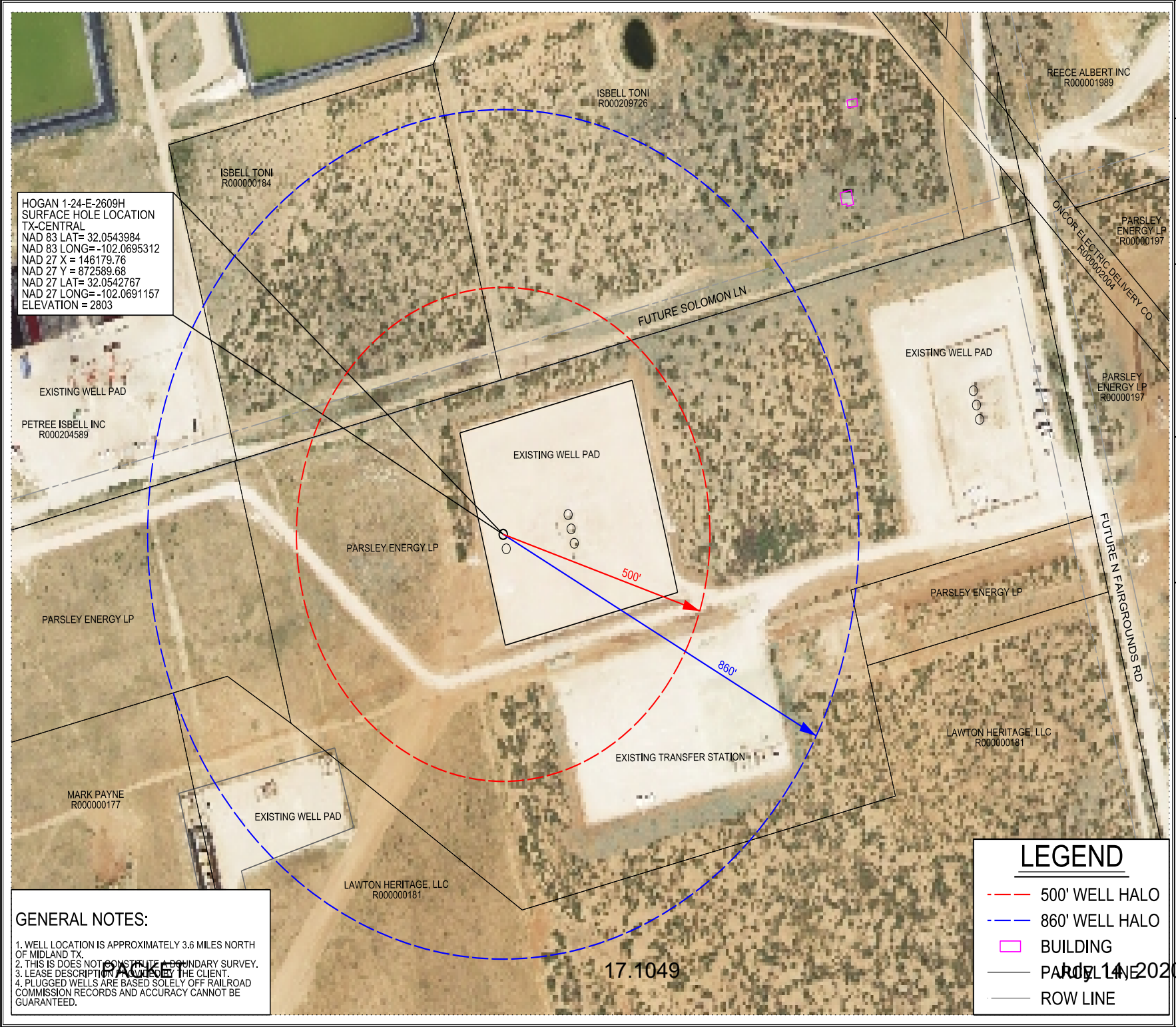
County of MIDLAND)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Notary Public, State of Texas

[S E A L]

HEATHER ROBERTS
My Notary ID # 130326672
Expires August 10, 2023



GENERAL NOTES:

1. WELL LOCATION IS APPROXIMATELY 3.6 MILES NORTH OF MIDLAND TX.
2. THIS IS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
3. LEASE DESCRIPTION PROVIDED BY THE CLIENT.
4. PLUGGED WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION RECORDS AND ACCURACY CANNOT BE GUARANTEED.

LEGEND

- 500' WELL HALO
- 860' WELL HALO
- BUILDING
- PARCEL LINE
- ROW LINE

PAGE 1 of 1

17.1049

July 14, 2020

HOGAN

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:
PARSLEY ENERGY OPERATIONS LLC.
1703 ECR 120
MIDLAND, TX 79703

PARSLEY
303 COLORADO ST.
#3000
AUSTIN, TX 78701
PHONE: 737-704-2300

SITE PLAN PREPARED BY:
PELOTON
LAND SOLUTIONS
9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:
LUCHINI & MERTZ LAND SURVEYING CO.
P.O. BOX 1963
MIDLAND, TX 79702
PHONE: (432) 684-6728
TBPLS FIRM NO. 10086500

PROJECT NO: PEI 17002	
FILE PATH:Petro\Exhibits\BaseSheets	
DRAWN BY: CH	
REVIEWED BY: AH	
DATE: MARCH 2020	
REV:	

NORTH

0 100' 200' 300'
GRAPHIC SCALE

SHEET CONTENT

EXHIBIT 'E'

AERIAL SITE PLAN
Hogan 1-24-E-2609H

Situated in Section 1, A-11 Block X, H.P. Hilliard Survey, Midland County, Texas

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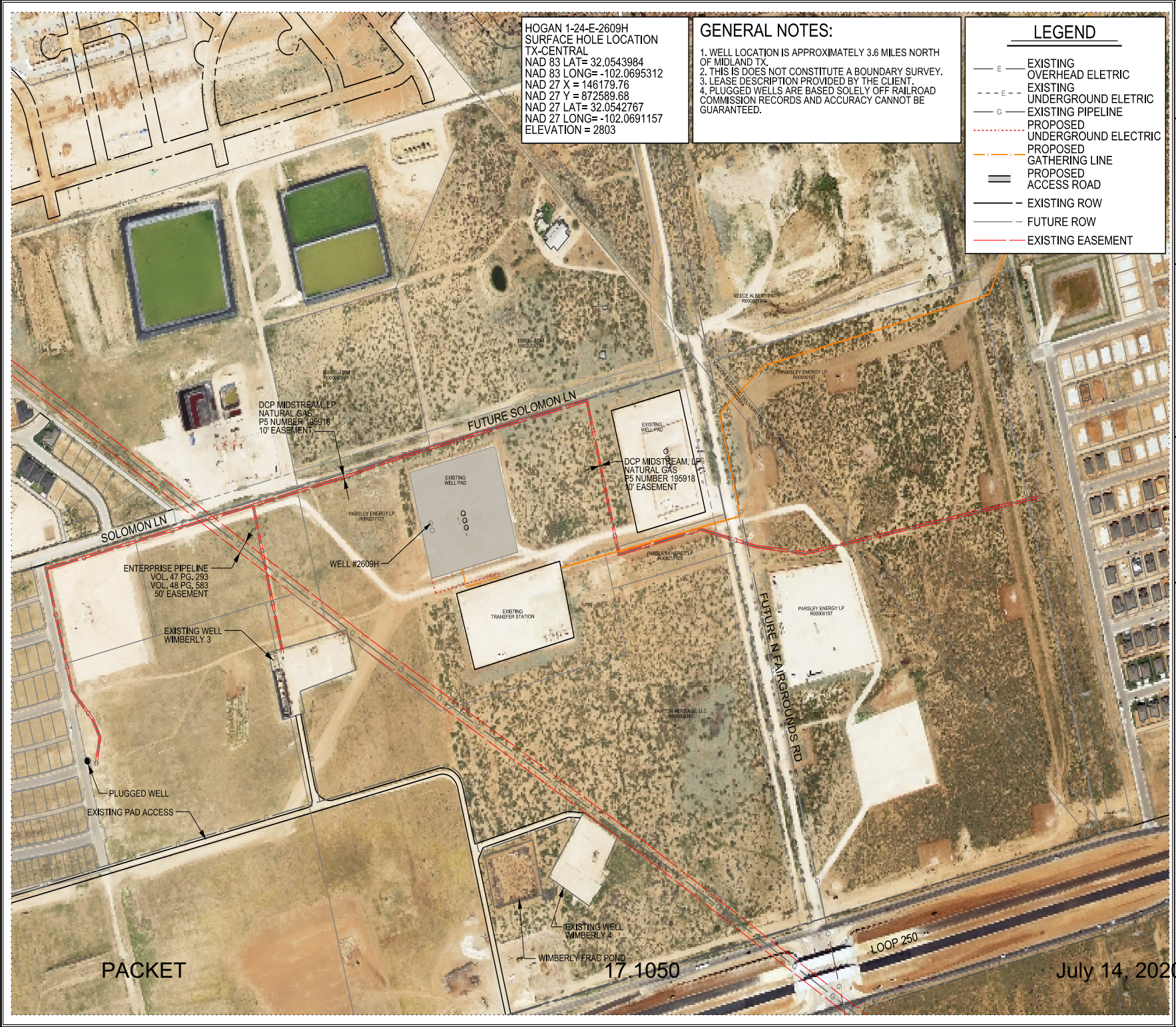
3/18/2020



HOGAN

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:
PARSLEY ENERGY OPERATIONS LLC.
1703 ECR 120
MIDLAND, TX 79703

PARSLEY
303 COLORADO ST.
#3000
AUSTIN, TX 78701
PHONE: 737-704-2300

SITE PLAN PREPARED BY:
PELOTON LAND SOLUTIONS
9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:
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P.O. BOX 1963
MIDLAND, TX 79702
PHONE: (432) 684-6728
TBPLS FIRM NO. 10086500

PROJECT NO: PEI 17002	
FILE PATH:Petro\Exhibits\BaseSheets	
G-LocationSitePlan	
DRAWN BY: CH	
REVIEWED BY: AH	
DATE: MARCH 2020	
REV:	

NORTH
0 200' 400' 600'
GRAPHIC SCALE

SHEET CONTENT

EXHIBIT 'G' - 1

DRILL SITE, GATHERING LINES, ACCESS ROAD, ELECTRIC

Hogan 1-24-E-2609H

Situated in Section 1, A-11
Block X, H.P. Hillard Survey,
Midland County, Texas

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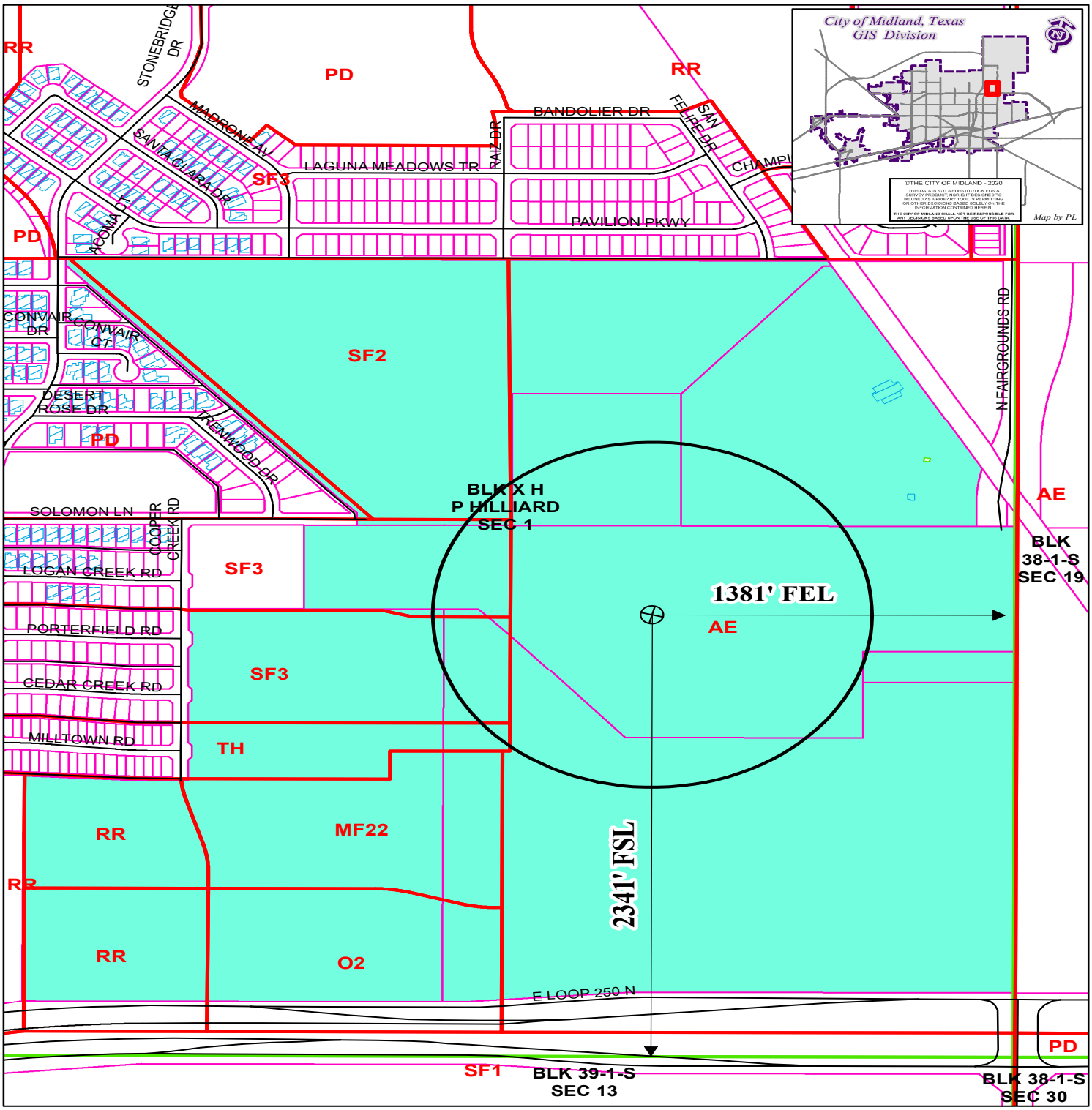
2/18/2020 1:57:51 AM



LOCATION AND ZONING MAP

Oil-024242-2020 **Scale: 1" = 550'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 2,341' FSL and 1,381' FEL, Section 1, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 1,900 feet north of E Loop 250 N and 1,381 feet west of Fairgrounds Road extension.

Hogan 1-24-E-2609H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, SF3	ONE-FAMILY DWELLING	LR, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
3/24/2020	Parsley Energy Operations, LLC	1703 ECR 120, Midland, TX 79703

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 704-2500
Mark Timmons	1703 ECR 120, Midland, TX 79703	Rep. Fax
Fee: $4,000.00 Rec'd Yes_X_ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

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1703 ECR 120 Midland, TX 79703

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

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1. Attached as Exhibit "C"
2.
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-Undeveloped and existing oil and gas facilities

ATTACHED AS EXHIBIT D **is Current Tax Roll from Midland Central Appraisal District), which lists**

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Hogan 1-24-G-2613VH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

Attached as Exhibit V.

Legal Description of Proposed Well Site:
SHL - 2311' FSL and 1381' FEL-Situated in Section 1, A-11, Block X,H.P. Hilliard Survey, Midland County, TX

BHL - 2027' FNL and 725' FEL-Situated in Section 24, A-561,Block 39, T-1-S,T& P RR Co,Midland County,TX

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

ATTACHED AS EXHIBIT I **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

ATTACHED AS EXHIBIT J **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

ATTACHED AS EXHIBIT K (if applicable) **is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M **is the Road Repair Agreement and** ***Letter of Credit/Certificate of Deposit/Surety Bond*** **in the amount of at least $25,000.** ***Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):*** **Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000** ***letter of credit/certificate of deposit/surety bond*** **in conjunction with this request. [See § J(31)].**

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling:
None.

(2) Opera tions:

Electrical.

Description of water source to be used during Drilling:

Water will be stored in off-site frac ponds. Water source will be from an off-site water well or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

Attached as Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Parsley will use a closed loop mud circulating system, not open reserve pits.

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P **is the** *Letter of Credit/Certificate of Deposit* **in accordance with Subsection (K)(2). [See § J(18)].**

ATTACHED AS EXHIBIT Q **are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

ATTACHED AS EXHIBIT R **is the required Insurance Certificate. [See § J(19) and § K(3)].**

ATTACHED AS EXHIBIT S (if applicable) **is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

ATTACHED AS EXHIBIT T **is Applicant's Emergency Action Response Plan. [See § J(22)].**

ATTACHED AS EXHIBIT U **is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

PARSLEY ENERGY
[NAME OF COMPANY]

By: _____ MARK TIMMONS
Its VICE PRESIDENT - FIELD OPERATIONS

State of TEXAS)

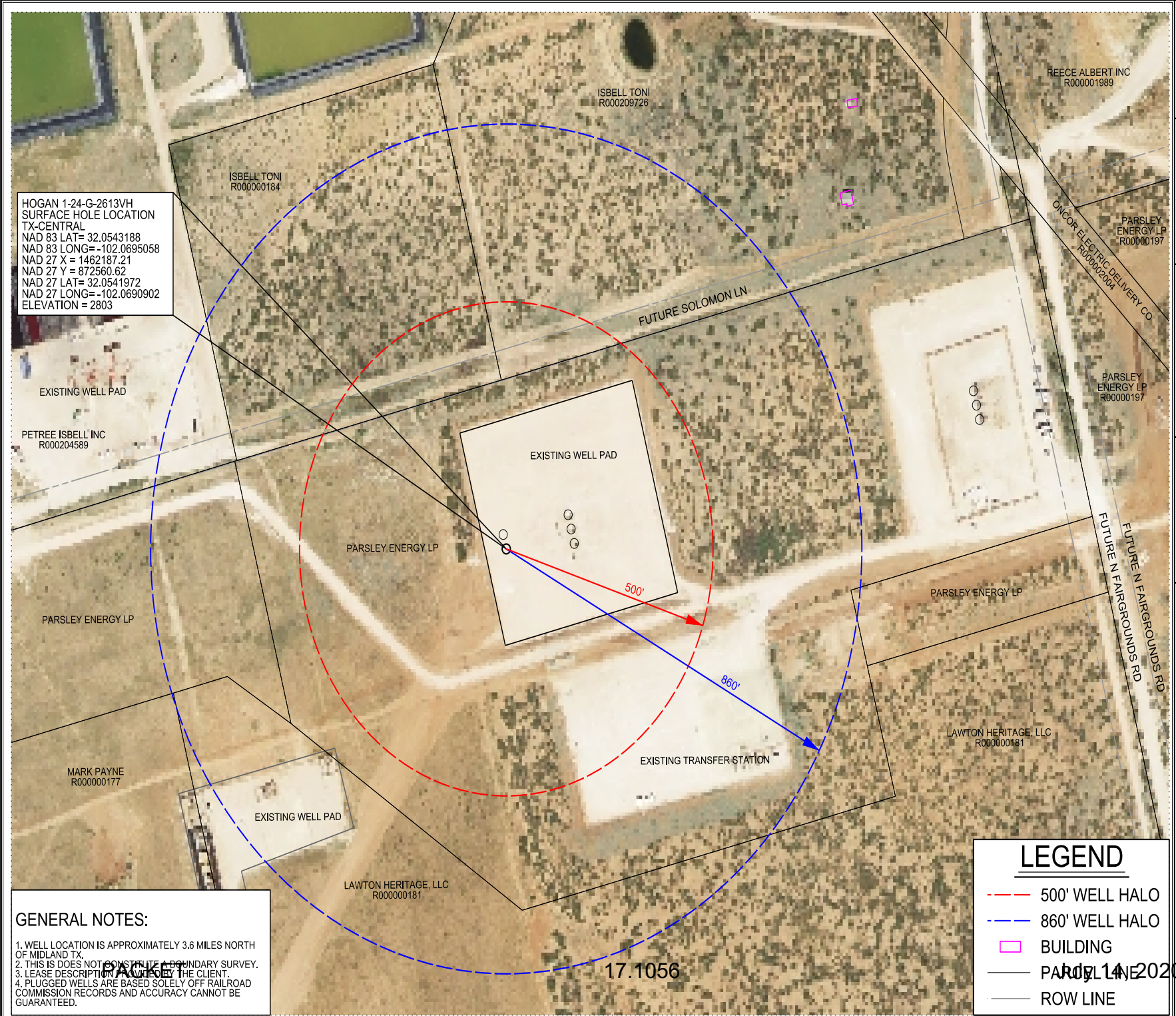
County of MIDLAND)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

_____
Notary Public, State of Texas

[S E A L]

HEATHER ROBERTS
My Notary ID # 130326672
Expires August 10, 2023



GENERAL NOTES:

1. WELL LOCATION IS APPROXIMATELY 3.6 MILES NORTH OF MIDLAND TX.
2. THIS IS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
3. LEASE DESCRIPTION PROVIDED BY THE CLIENT.
4. PLUGGED WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION RECORDS AND ACCURACY CANNOT BE GUARANTEED.

LEGEND

- 500' WELL HALO
- 860' WELL HALO
- BUILDING
- PARCEL LINE
- ROW LINE

PAGE 1 of 1

17.1056

July 14, 2020

HOGAN

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:
PARSLEY ENERGY OPERATIONS LLC.
1703 ECR 120
MIDLAND, TX 79703

PARSLEY
303 COLORADO ST.
#3000
AUSTIN, TX 78701
PHONE: 737-704-2300

SITE PLAN PREPARED BY:
PELOTON
LAND SOLUTIONS
9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:
LUCHINI & MERTZ LAND SURVEYING CO.
P.O. BOX 1963
MIDLAND, TX 79702
PHONE: (432) 684-6728
TBPLS FIRM NO. 10086500

PROJECT NO: PEI 17002	
FILE PATH:Petro\Exhibits\BaseSheets	
DRAWN BY: CH	
REVIEWED BY: AH	
DATE: MARCH 2020	
REV:	

NORTH

0 100' 200' 300'
GRAPHIC SCALE

SHEET CONTENT

EXHIBIT 'E'

AERIAL SITE PLAN
Hogan 1-24-G-2613VH

Situated in Section 1, A-11 Block X, H.P. Hilliard Survey, Midland County, Texas

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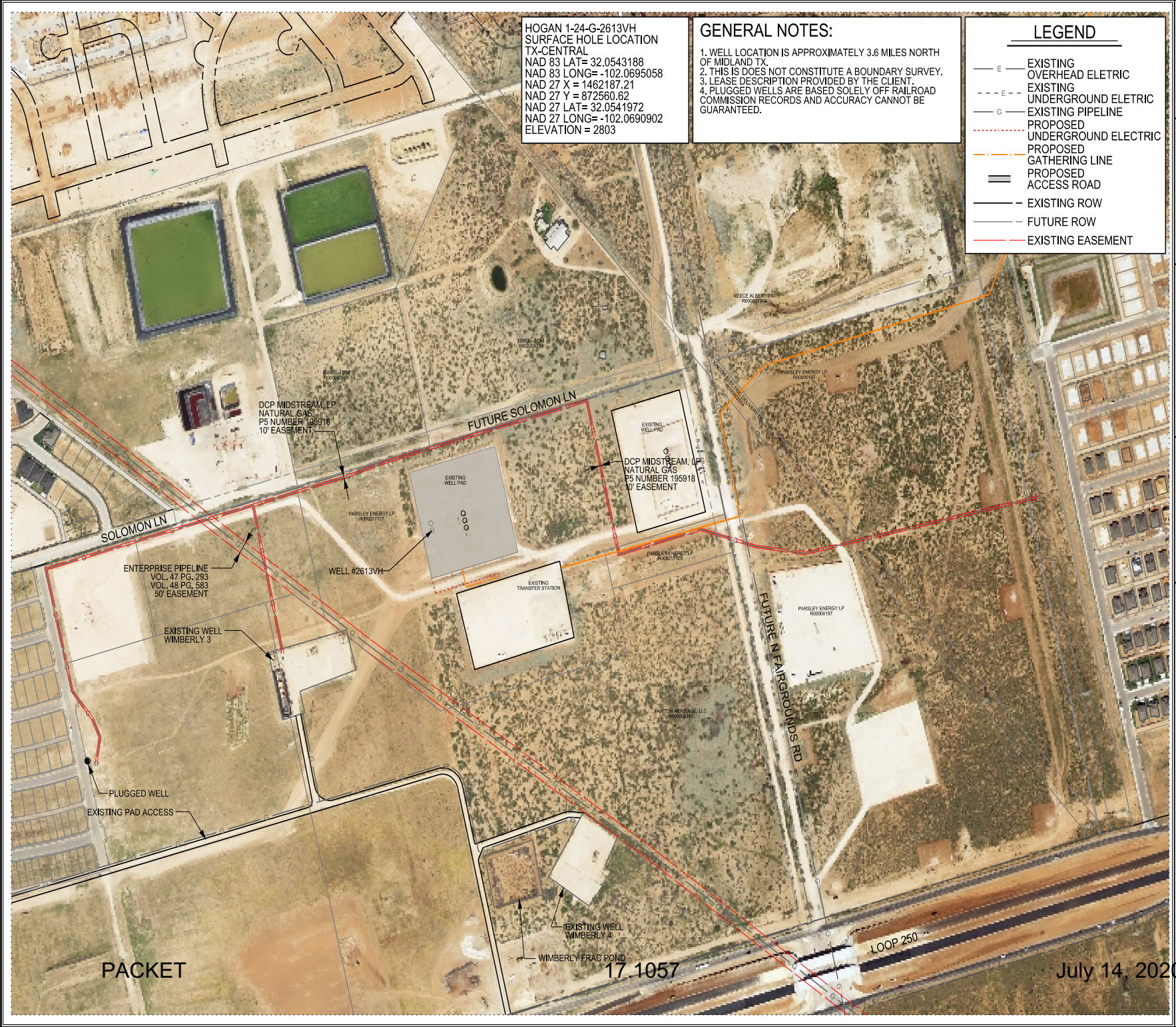

HOGAN

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:
PARSLEY ENERGY OPERATIONS LLC.
1703 ECR 120
MIDLAND, TX 79703

PARSLEY
303 COLORADO ST.
#3000
AUSTIN, TX 78701
PHONE: 737-704-2300

SITE PLAN PREPARED BY:
PELOTON LAND SOLUTIONS
9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:
LUCHINI & MERTZ LAND SURVEYING CO.
P.O. BOX 1963
MIDLAND, TX 79702
PHONE: (432) 684-6728
TBPLS FIRM NO. 10086500

PROJECT NO: PEI 17002	
FILE PATH:Petrol\Exhibits\BaseSheets	
G-LocationSitePlan	
DRAWN BY: CH	
REVIEWED BY: AH	
DATE: MARCH 2020	
REV:	

NORTH
0 200' 400' 600'
GRAPHIC SCALE

SHEET CONTENT

EXHIBIT 'G' - 1

DRILL SITE, GATHERING LINES, ACCESS ROAD, ELECTRIC

Hogan 1-24-G-2613VH

Situated in Section 1, A-11
Block X, H.P. Hillard Survey,
Midland County, Texas

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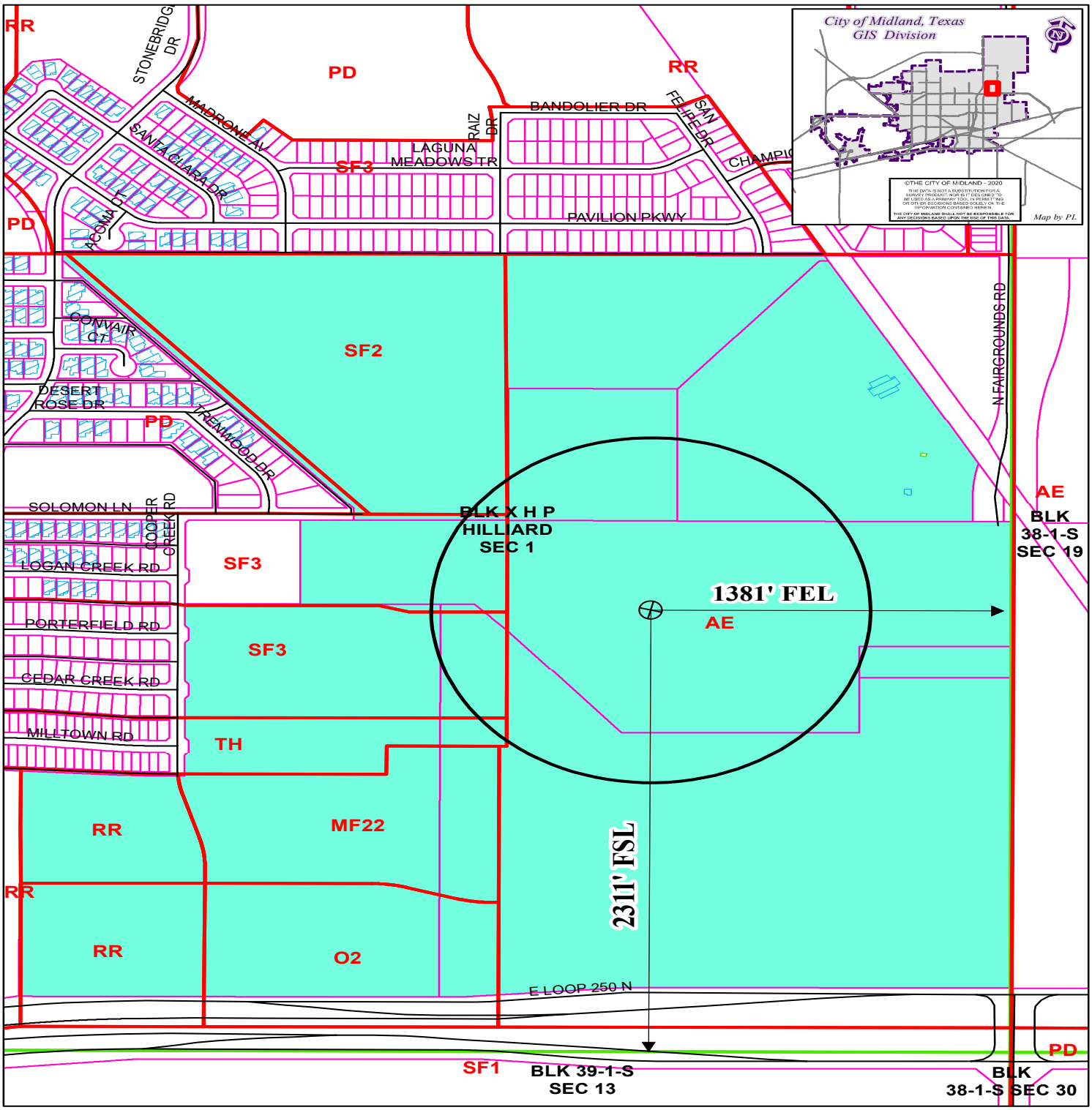


LOCATION AND ZONING MAP

Oil-024243-2020 **Scale: 1" = 550'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 2,311' FSL and 1,381' FEL, Section 1, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 1,870 feet north of E Loop 250 N and 1,381 feet west of Fairgrounds Road extension.

Hogan 1-24-G-2613VH

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, SF3	ONE-FAMILY DWELLING	LR, MU1, MU2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

City Council Meeting

Item Number: 18

Meeting Date: July 14, 2020

To: City Council / City Manager

From: Joseph Marynak,

Subject: Motion approving a proposed Preliminary Plat of Parsely Addition Section 2, being a plat of a 30.42-acre tract of land located in the South Half of the Southeast Quarter of Section 12, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas. (Generally located on the west side of FM 715, approximately 1367 feet north of East County Road 120 Extraterritorial Jurisdiction (DEVELOPMENT SERVICES)

Purpose:

The applicant, Landgraf, Crutcher & Associates, is proposing to plat a 30.42-acre tract of land located in the South Half of the Southeast Quarter of Section 12, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas, into (1) one lot for future development.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Discussion:

Current Zoning:

ETJ, Extraterritorial Jurisdiction.

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)

ETJ, no jurisdiction.

SURVEYOR: (Approved)

Check coordinate values on plat for state plane compatibility.

ENGINEERING: (Approved with Conditions)

ROW: ROW okay as shown

PAVING: FM 715 is sub-standard. Construct to City standards across the entire platted frontage or request a deferral.

WATER: None existing. Construct water to City standards along entire platted frontage, or request a deferral.

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 1, 2019 - Fire hydrants shall be spaced no more than 400' apart, hydrant top or bonnet shall be color coded per NFPA (less than 500gpm RED, 500-999gpm YELLOW, 1000-1499gpm GREEN, Greater than 1500GPM BLUE)

PRO RATA: None

SEWER: None existing. Construct wastewater to City standards along entire platted frontage, or request a deferral.

DRAINAGE: Drainage study required.

EASEMENTS: Okay as shown.

SIDEWALKS: Required with building permit.

DIMENSION: * * *

OTHER: * * *

TRANSPORTATION: (Approved)

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review.

No objections to plat

FIRE: (Approved)

No comments ...ETJ

CODE COMPLIANCE: (Approved)

Not in the City limits- no oil or gas jurisdiction.

Corner Vicinity Map is incorrect- identifies property near South Lamesa RD and I-20 and becomes connecting into FM 715. Actual location is East where Fairgrounds is FM715 per the actual plat.

HEALTH: (Awaiting Comments)

GIS:

I drew a red line following the metes and bounds of the proposed plat and this is how it looks like:

As you can see, the plat is more to the east than how is shown on the proposed plat. Please have them double check their northing and easting coordinates. They should be using NAD_1983_StatePlane_Texas_Central_FIPS4203.

PLANNING:

Rename plat to “Parsely Addition, Section 2”, as it is adjacent to Parsley Addition.

Relabel Lot as Lot 2 since there is already a Lot 1, Block 1, Parsley Addition.

Legal description under the title of the plat should read: “being a 30.42-acre tract of land located in the South Half of the Southeast Quarter of Section 12, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas”.

Verify metes and bounds. The Point of Beginning and bearings do not match.

Remove “Section 12, Block 39, T-2-S” and “Monomoy Properties Midland TX 5, LLC, Doc. No. No. 2019-16727- OPRMCT” from the center of the plat boundary. This should only have the lot number, block number and acreage.

The property owner information should match with what is on record with the Midland Central Appraisal District.

Conditions:

A. That a drainage study is approved.

B. That all public improvements above are addressed.

C. That the technical items listed above are addressed.

D. All plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filling for recording with the County Clerk of Midland County, Texas.

Attachments:

Proposed Preliminary Plat
Maps
Application

City Manager's Office

LCA Job #

MIDLAND Planning Division

Preliminary Plat Application

Project Number: SUB-19-0291

Case Number: P-20-0855

Proposed Subdivision Plat Name: Monomoy Addition

Legal Description (attached sealed Metes and Bounds): 30.42 Acre tract located in Section 12, Block 39 T-2-S, T&P RR. Co. Survey, Midland County, Texas

Property Owner Printed Name: Monomoy Properties Midland TX 5, LLC		Phone ( ) Email	
Address One Landmark Square, Suite 720	City Stamford	State CT	Zip 06901

Developer *(if different than Owner)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Representative *(if acting as Agent, see affidavit on page 2)* Firm: Landgraf, Crutcher & Associates Printed Name: LCA		Phone (432) 332-5058 Email lca@lcaodessa.com	
Address 521 N. Texas Avenue	City Odessa	State TX	Zip 79761

Current Zoning: Property is not ZOned

Reason for Platting: Ownership purposes, future building permits will be required

Plat Information	Total Acreage: 30.42
Type: ☐ Single-Family Residential ☐ Multi-Family Residential ☒ Commercial ☐ Extraterritorial Jurisdiction (ETJ)	
Number of Residential Lots:	Number of Multi-Family Dwelling Units:

Submittal and Fees

Items to be submitted with this application form:

- 1 FOLDED Copy of Dimensioned Plat
- 1 Extra Copy (11x17)
- Digital Files (JPEG & PDF)
- Application Fee – Payable to the 'City of Midland'

Request for a Development Agreement

Do you expect to request a development agreement with the City? ☐ Yes ☐ No

If yes, contact the City Engineer at (432) 685-7286

Provisions
A plat application will not be considered filed pursuant to Section 212.009 of the Texas Local Government Code until all required documents and fees have been submitted and ***all of the terms and conditions of the Subdivision Ordinance, including all necessary studies, plans and supporting information are accepted and approved,*** or the applicant has filed a waiver request for sections from which the plat deviates. Once a plat meets the requirements to be considered filed with the City, the application will be placed on the Planning and Zoning Commission agenda for consideration under the time requirements set out in Section 212.009.

Signature *(by property owner only – authorized agent must sign affidavit below)*

Property Owner (signature):	Date:

Property Owner (printed) :_____

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

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 George E. Thornley who, being by me duly sworn, upon oath says: That (s)he is authorized by Monomoy Properties Midland Tx 5 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.

George E. Thornley
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 20th day of May, 20 20, to certify which witness my hand and seal of office.

Melanie Martinez
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

NOTARY PUBLIC STATE OF TEXAS
Melanie Martinez
My Commission Expires
12/09/2022
ID No. 130046270

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ 1 Copy of Dimensioned Plat	☐ Plat in Digital Format (PDF/JPEG)
☐ Application Fee	☐ 1 Copy of Plat (11x17)	
Check #_____		

RECEIVED
MAY 20 2020

Received By:	Date:

BY: EMAILED

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

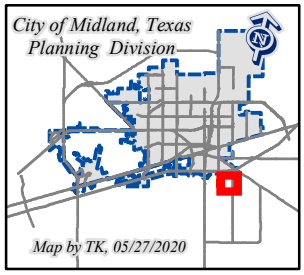
SUB-19-0291 **Scale: 1" = 250'**

Consider a proposed Preliminary Plat of Parsely Addition Section 2, being a 30.42-acre tract of land out of the South Half of the Southeast Quarter of Section 12, Block 39, T-2-S, T&P RR Survey, Midland County, Texas.

Generally located on the west side of FM 715, approximately 1367-feet north of East County Road 120. (Extraterritorial Jurisdiction)

L E G E N D

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

City Council Meeting

Item Number: 19

Meeting Date: July 14, 2020

To: City Council / City Manager

From: Charles Harrington, Director

Subject: RESOLUTION APPROVING THE FISCAL YEAR 2020-2021 BUDGET FOR THE MIDLAND-ODESSA URBAN TRANSIT DISTRICT (DEVELOPMENT SERVICES)

Purpose:

Approve the 2020-2012 operating budget approved by the MOUTD Board

Recommended City Council Action:

Approve

Fiscal Impact:

$600,000.00 will be available in the 2021 Operating Budget of the Non-departmental Division of the General Fund.

Discussion:

Per the Charter for the Midland-Odessa Urban Transit District, the MOUTD Board is required to submit to the City Councils of Midland and Odessa for approval the proposed budget each fiscal year. Attached is that budget that requires a contribution $600,000 from Midland for the next fiscal year. This is the same contribution level that was required this fiscal year.

Robert Patrick

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING THE FISCAL YEAR 2020-2021 BUDGET FOR THE MIDLAND-ODESSA URBAN TRANSIT DISTRICT

WHEREAS, the Midland-Odessa Urban Transit District ("MOUTD") Board of Directors approved a budget for the fiscal year 2020-2021 (the "Budget") on May 27, 2020; and

WHEREAS, MOUTD's bylaws provide that the Budget shall not be effective until it has been approved by the City Councils of the City of Midland and the City of Odessa;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

THAT the Budget, a copy of which is attached hereto as Exhibit "A", is hereby approved.

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., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Robert Patrick, Assistant City Manager

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

Midland-Odessa Budget FY 2021
Income and Expenses by Category

	Fixed Route	PM	ADA	PLANNING	Operating Budget	Operating Expenses paid in CIP	Total
Income							
Bus Fares	275,000		-		275,000		275,000
					-		-
Advertising	20,400				20,400		20,400
Greyhound	85,333				85,333		85,333
City Support	390,597	436,219	210,990	162,195	1,200,000		1,200,000
State Grant	698,654		39,358	-	738,012		738,012
5310 Local	103,512				103,512		103,512
5310 Grant	99,888				99,888		99,888
					-		
5307 Federal Grants	$828,191	1,744,874	804,601	648,778	4,026,445	-	4,026,445
TOTAL INCOME	**2,501,576**	**2,181,093**	**1,054,949**	**810,973**	**6,548,590**	**-**	**6,548,590**
Expenses							
Wages	1,356,228	669,114	631,726	360,383	3,017,450	-	3,017,450
Fringe Benefits	623,416	244,653	264,339	108,668	1,241,076	-	1,241,076
Services	165,693	349,489	14,680	228,981	758,842	-	758,842
Insurance & Audit		410,000	-	44,425	454,425		454,425
Materials & Supplies	342,744	478,375	134,205	15,000	970,324	-	970,324
Utilities	3,494	25,763	-	22,269	51,526	-	51,526
Miscellaneous Expense	10,000	3,700	10,000	31,248	54,947	-	54,947
TOTAL EXPENSES	**2,501,575**	**2,181,093**	**1,054,949**	**810,973**	**6,548,590**	**-**	**6,548,590**
***Deficit (Surplus) or Balanced**	**(0)**	**-**	**-**	**-**	**(0)**	**-**	**(0)**

EXHIBIT "A"

		2020 BUDGET	2021 PROJECTED BUDGET	DOLLAR CHANGE	PERCENT CHANGE	COMMENTS
	501 WAGES					
0-010-5010-010 + 0-(	Fixed Route -Operators Wages	$1,081,387	$1,164,961	$83,574	7.7%	Avg. pay rate higher than FY20 budget
0-010-5010-021	Fixed Route Dir/Disp/Sup/Wages	165,960	191,267	25,307	15.2%	Avg. pay rate higher than FY20 budget
0-011-5010-010	Para Operator's Wages	417,208	481,514	64,306	15.4%	Avg. pay rate higher than FY20 budget
0-011-5010-020	Para Dir/Disp/Supervision Wages	137,196	150,212	13,016	9.5%	Avg. pay rate higher than FY20 budget
0-025-5010-020	Planning Wages	372,746	360,383	(12,363)	-3.3%	One Mgmt Asst. position eliminated
0-041-5010-022	PM Director w/ Ops Director split	82,488	98,750	16,262	19.7%	Avg. pay rate higher than FY20 budget
0-041-5010-023	PM Mechanics with Trainer split	375,971	393,232	17,262	4.6%	Avg. pay rate higher than FY20 budget
0-041-5010-024	PM Servicers, Helper Wages	123,077	91,402	(31,675)	-25.7%	One position eliminated
0-042-5010-024	PM Building Maintenance Wages	90,191	85,729	(4,461)	-4.9%	One position eliminated
	501 WAGES Total	**$2,846,223**	**$3,017,450**	**$171,227**	**6.0%**	**TOTAL WAGE DIFFERENCES**
	502 FRINGE BENEFITS					
0-000-5020-010 + 0-(	Fixed Route Payroll Taxes	$111,366	$123,870	$12,504	11.2%	Avg. pay rate higher than FY20 budget
0-000-5020-020 + 0-(	Fixed Route 401(K)	18,851	19,341	491	2.6%	Adjusted for actual usage
0-000-5020-030 + 0-(	Fixed Route Health Insurance	294,206	344,408	50,203	17.1%	Two additional PT bus operators
0-000-5020-080	Operations Workmen's Comp	68,629	69,919	1,290	1.9%	
0-000-5020-090	Fixed Route Incentive Wage Expense	48,335	52,867	4,532	9.4%	Avg. pay rate higher than FY20 budget
0-011-5020-010	Para Payroll Taxes	48,314	57,907	9,593	19.9%	Avg. pay rate higher than FY20 budget
0-011-5020-020	Para 401k	9,052	8,236	(816)	-9.0%	Adjusted for actual usage
0-011-5020-030	Para Health Insurance	148,452	169,007	20,554	13.8%	Anticipated rate increase
0-011-5020-090	Para Incentive	24,974	29,189	4,215	16.9%	Avg. pay rate higher than FY20 budget
0-025-5020-000	Planning Payroll Taxes	30,607	32,040	1,433	4.7%	Avg. pay rate higher than FY20 budget
0-025-5020-020	Planning 401K	8,917	8,279	(638)	-7.2%	Adjusted for actual usage
0-025-5020-030	Planning Health Insurance	52,183	43,850	(8,333)	-16.0%	One Mgmt Asst. position eliminated
0-025-5020-080	Planning Workmen's Comp	13,586	13,601	15	0.1%	
0-025-5020-090	Planning Incentive	6,647	7,898	1,251	18.8%	Avg. pay rate higher than FY20 budget
0-025-5020-092	Planning CPE/Tuition Reimbursement	3,000	3,000	-	0.0%	
0-041-5020-110	PM CPE/Tuition Reimbursement	3,000	3,000	-	0.0%	
0-041-5020-010	PM- Payroll Taxes	61,431	60,836	(595)	-1.0%	
0-041-5020-020	PM 401K	8,908	8,653	(255)	-2.9%	Adjusted for actual usage
0-041-5020-030	PM Health Insurance	125,960	118,761	(7,198)	-5.7%	Adjusted for actual usage
0-041-5020-080	PM Workmen's Comp	12,285	12,480	195	1.6%	
0-041-5020-090	PM Incentive	27,419	23,087	(4,333)	-15.8%	Adjusted for actual usage
0-010-5020-130 + 0-(	Driver Uniforms	12,755	13,010	255	2.0%	Employee turnover in FY21 expected to continue
0-041-5020-130	PM Uniforms	17,487	17,837	350	2.0%	Employee turnover in FY21 expected to continue
	502 FRINGE BENEFITS Total	**$1,156,365**	**$1,241,076**	**$84,712**	**7.3%**	**TOTAL FRINGE DIFFERENCES**

		2020 BUDGET	2021 PROJECTED BUDGET	DOLLAR CHANGE	PERCENT CHANGE	COMMENTS
	503 SERVICES					
0-010-5030-030	Fixed Route Prof/Tech Services	$154,401	$165,693	$11,292	7.3%	On-board camera Wi-Fi service (iRide)
0-011-5030-030	Para Prof/Tech Services	11,480	14,680	3,200	27.9%	On-board camera Wi-Fi service (iRide)
0-025-5030-000	Planning Prof /Tech Services	113,290	101,399	(11,892)	-10.5%	Adjusted for actual usage
0-025-5030-010	Planning McDonald Contract	120,082	127,582	7,500	6.2%	RATP Dev contract
0-041-5030-030	PM Prof/Services	240,798	245,614	4,816	2.0%	
0-042-5030-030	BLDG MNT Prof/Tech Services	101,838	103,875	2,037	2.0%	
	503 SERVICES Total	**$741,890**	**$758,842**	**$16,952**	**2.3%**	**TOTAL SERVICE DIFFERENCES**
	504 MATERIALS & SUPPLIES					
0-010-5040-010	Fixed Route Fuel - Buses	$459,609	$334,040	-$125,569	-27.3%	Projected fuel prices lower in FY21
	Fixed Route Fuel - Support Vehicles	1,186	1,404	218	18.4%	Higher projected gallons based on actual data
0-010-5040-990	Fixed Route Materials and Supplies	13,720	7,300	(6,420)	-46.8%	On-board wi-fi camera systems
0-011-5040-010	Para Fuel	189,674	127,005	(62,669)	-33.0%	Projected fuel prices lower in FY21
0-011-5040-990	Para Materials and Supplies	5,054	7,200	2,146	42.5%	New tablets
0-041-5040-010	PM Fuel Support Vehicles	10,678	12,639	1,962	18.4%	Higher projected gallons based on actual data
0-041-5040-012	Oil & Lubricants -	29,536	29,785	249	0.8%	
0-041-5040-013	Anti-Freeze & Freon -	7,356	7,503	147	2.0%	
0-041-5040-020	Tires & Tubes -	34,580	35,272	692	2.0%	
0-041-5040-990	PM Materials & Supplies Parts	316,218	331,742	15,524	4.9%	Tire changer ($4,000); hydraulic service jack ($1,500)
0-041-5040-993	PM Materials & Supplies Non Parts	27,876	28,434	558	2.0%	
0-042-5040-990	Bldg Maint Materials & Supp	19,818	33,000	13,182	66.5%	Landscaping facility ($18,000)
0-025-5040-990	Planning Material and Supplies	15,035	15,000	(35)	-0.2%	
				-		
	504 MATERIALS & SUPPLIES Total	**$1,130,338**	**$970,324**	**-$160,015**	**-14.2%**	**TOTAL MATERIAL AND SUPPLY DIFFERENCES**
	505 UTILITIES					
0-160-5050-030	Telephone & Internet - Admin/Planning	$8,130	$8,293	$163	2.0%	
0-160-5050-020	Admin/Planning Utilities	13,977	13,976	(1)	0.0%	
0-015-5050-020	Greyhound Utilities	3,494	3,494	(0)	0.0%	
0-041-5050-020	PM Utilities	17,471	17,470	(1)	0.0%	
0-041-5050-030	PM Telephone	8,130	8,293	163	2.0%	
	505 UTILITIES Total	**$51,202**	**$51,526**	**$324**	**0.6%**	**TOTAL UTILITY DIFFERENCES**
	506 INSURANCE & AUDIT					
0-041-5060-030	PM Fleet Ins and Comp Auto	$330,120	$410,000	$79,880	24.2%	Projected auto claims
0-160-5060-050	Gen Liab and Officer	17,400	19,425	2,025	11.6%	Increased premiums
0-160-5060-020	Planning Audits	25,000	25,000	-	0.0%	
				-		
		$372,520	**$454,425**	**$81,905**	**22.0%**	**TOTAL CASUALTY AND LIABILITY DIFFERENCES**
	506 INSURANCE AND AUDIT Total					

		2020 BUDGET	2021 PROJECTED BUDGET	DOLLAR CHANGE	PERCENT CHANGE	COMMENTS
	509 MISCELLANEOUS EXPENSE					
0-025-5090-020	Planning Travel and Training	$16,272	$13,300	-$2,972	-18.3%	Fewer training seminars expected
0-041-5090-020	PM Travel and Training	-	2,500	2,500	0.0%	ASE BUS certification training
0-011-5090-020	Para Travel & Meetings T/S -	9,763	10,000	237	2.4%	
0-010-5090-020	Operations Travel and Training	23,000	10,000	(13,000)	-56.5%	Fewer training seminars expected
0-025-5090-992	Board Meeting Expense	7,292	7,438	145	2.0%	
0-025-5090-010	Dues & Subscriptions -	8,490	8,660	170	2.0%	
0-041-5090-995	PM Postage	1,176	1,200	23	2.0%	
0-025-5090-995	Planning Postage	1,814	1,850	36	2.0%	
0-011-5090-995	Para Postage	-	-	-	0.0%	
	509 MISCELLANEOUS EXPENSE Total	**$67,807**	**$54,947**	**-$12,859**	**-19.0%**	
	TOTAL EXPENSES MINUS DEPRECIATI	**$6,366,345**	**$6,548,590**	**$182,245**	**2.9%**	

Midland-Odessa Budget FY 2021								
Wages								
			Fixed Route	PM	ADA	PLANNING	Operating Budget	CIP	Total
	Bus Operators		**1,164,961**		**481,514**		**1,646,475**		**1,646,475**
	Operations*								
	Operations Director	$75,000	18,750	18,750	18,750	18,750	75,000		75,000
	Safety/Training Coordinator	$54,466	13,616	13,616	13,616	13,616	54,466		54,466
	Greyhound	$102,051	102,051				102,051		102,051
	Street Supervisor	$170,719	56,849		56,849	57,020	170,719		170,719
	Scheduler	$121,992			60,996	60,996	121,992		121,992
	Total Operations Wages		**191,267**	**32,366.49**	**150,212**	**150,383**	**524,228**	**0**	**524,228**
	Maintenance*								
	Maintenance Director			80,000			80,000	0	80,000
	Mechanic A			284,672			284,672		284,672
	Shop Foreman			74,152			74,152		74,152
	Facilities			85,729			85,729		85,729
	Bus Washer			94,944			94,944		94,944
	Admin			17,250			17,250		17,250
	Total Maintenance Wages		**-**	**636,747**	**-**	**-**	**636,747**	**0**	**636,747**
	Administration*								
	Finance Director					75,000	75,000	0	75,000
	Human Resources					65,000	65,000		65,000
	Planning/Grants Admin.					70,000	70,000		70,000
	Total Administration Wages		**0**	**0**	**0**	**210,000**	**210,000**	**0**	**210,000**
Total Wages			**1,356,228**	**669,114**	**631,726**	**360,383**	**3,017,450**	**0**	**3,017,450**

Midland-Odessa Budget FY 2021
Fringe Benefits

				Fixed Route	PM	ADA	PLANNING	Operating Budget	CIP	Total
Payroll Taxes										
	Bus Operators			106,211		44,012		150,223		150,223
	Operations			8,213	2,916	13,895	13,911	38,935		38,935
	Greyhound			9,446				9,446		9,446
	Maintenance				57,919			57,919		57,919
	Administration						18,129	18,129		18,129
				123,870	60,836	57,907	32,040	274,653	0	274,653
Workers Comp				69,919	12,480		13,601	96,000	0	96,000
Retirement	Employer Expenses									
	Bus Operators			18,173		6,260		24,433		24,433
	Operations			1,168	415	1,976	1,979	5,538		5,538
	Greyhound			0		0		0		0
	Maintenance				8,238			8,238		8,238
	Administration						6,300	6,300	0	6,300
				19,341	8,653	8,236	8,279	44,508	0	44,508
Incentive/Performance/GM Discretion										
	Bus Operators			46,598		19,261		65,859		65,859
	Operations			4,228	817	7,888	7,898	20,831		20,831
	Greyhound			2,041		2,041		4,082		4,082
	Maintenance				22,270			22,270		22,270
	Administration						0	0	0	0
				52,867	23,087	29,189	7,898	113,042	0	113,042
All Insurance Benefits	$761.29									
		FR	Para							
	Bus Operators	35	14	319,742		127,897		447,639		447,639
	Operations	9		24,666		41,110	16,444	82,219		82,219
	Maintenance	13			118,761			118,761		118,761
	Administration	3					27,406	27,406		27,406
				344,408	118,761	169,007	43,850	676,027	0	676,027
Prof Dev/CE/Tuition Reimbursement					3,000		3,000	6,000	0	6,000
0-010-502(Uniforms				13,010	17,837			30,847	0	30,847
Total Fringe Benefits				623,416	244,653	264,339	108,668	1,241,076	0	1,241,076

Midland-Odessa Budget FY 2021 Services, Insurance, and Audit			Fixed Route	PM	ADA	PLANNING	Operating Budget	CIP	Total
Services									
5030-030 (for Plan	Management Contract	$255,164	127,582			127,582	255,164		255,164
									0
5030-030 (for Planr	Professional and Technical Services		33,111	245,614	14,680	101,399	394,803		394,803
									0
0-042-5030-030	Bldg Maintenance			103,875			103,875		103,875
									0
5030-030	Marketing		5,000				5,000		5,000
									0
5030-030	**Total Services**		**165,693**	**349,489**	**14,680**	**228,981**	**758,842**	**-**	**758,842**
Audit									
0-160-5060-020	Audit					25,000	25,000		25,000
	Total Audit		**-**	**-**	**-**	**25,000**	**25,000**	**-**	**25,000**
Insurance									
5060-030	Auto Liability	$410,000		61,500			61,500		61,500
5060-030	Auto Physical Damage			61,500			61,500		61,500
5060-050	Errors & Omissions Liability					19,425	19,425		19,425
5060-030	General Liability			61,500			61,500		61,500
5060-030	Property & Contents			225,500			225,500		225,500
	Total Insurance			**410,000**		**19,425**	**429,425**		**429,425**
Total Services, Audit and Insurance			**165,693**	**759,489**	**14,680**	**273,406**	**1,213,267**	**-**	**2,171,370**

Midland-Odessa Budget FY 2021 Material & Supplies, Utilities, and Miscellaneous			Fixed Route	PM	PARA	PLANNING	Total
Materials & Supplies							
5040-010	Fuel						
		Buses	298,711		127,005		$ 425,716
		Connect	35,329				$ 35,329
		Support Vehicles	1,404	12,639			$ 14,044
0-041-5040-012	Oil & Lubricants			29,785			$ 29,785
0-041-5040-013	Antifreeze & Freon			7,503			$ 7,503
0-041-5040-020	Tires			35,272			$ 35,272
0-041-5040-993	Supplies Shop-NON Parts			28,434			$ 28,434
5040-990	Matls/Supplies		7,300	331,742	7,200	15,000	$ 361,242
0-042-5040-990	Building Maint Supplies			33,000			$ 33,000
Total Materials & Supplies			**342,744**	**478,375**	**134,205**	**15,000**	**$ 970,324**
Utilities							
5050-020	Electricity/ Water/Sewage		3,494	17,470		13,976	34,940
5050-030	Telephone/Internet			8,293		8,293	16,585
Total Utilities			**3,494**	**25,763**	**0**	**22,269**	**51,526**
Miscellaneous							
5090-995	Postage/Shipping		0	1,200		1,850	3,050
5090-020	Travel and Training		10,000	2,500	10,000	13,300	35,800
5090-010	Dues & Membership					8,660	8,660
5090-992	Board/Committees					7,438	7,438
Total Miscellaneous			**10,000**	**3,700**	**10,000**	**31,248**	**54,947**

Midland-Odessa Budget FY 2021
Employee Count

		Fixed Route	PM	ADA	PLANNING	Total
Operations						
	Operations Director	0.25	0.25	0.25	0.25	1.00
	Safety/Training Coordinator	0.25	0.25	0.25	0.25	1.00
	Street Supervisor	3.00		1.00		4.00
	Scheduler			3.00		3.00
	FT Bus Operators	28.00		12.00		40.00
	PT Bus Operators	4.00		2.00		6.00
Maintenance						
	Maintenance Director		1.00			1.00
	Mechanic A		5.00			5.00
	Shop Foreman		1.00			1.00
	Facilities		2.00			2.00
	Bus Washer		3.00			3.00
	Admin		1.00			1.00
Administration						
	Finance Director				1.00	1.00
	Human Resources				1.00	1.00
	Planning/Grants Admin.				1.00	1.00
Greyhound						
	FT Clerk	3.00				3.00
	PT Clerk	-				-
Total Employees		**3.00**	**13.00**	**0.00**	**3.00**	**74.00**

Midland-Odessa Budget FY 2021
Income and Expenses by Category

	Fixed Route	PM	ADA	PLANNING	Operating Budget	Operating Expenses paid in CIP	Total
Income							
Bus Fares	275,000		-		275,000		275,000
					-		-
Advertising	20,400				20,400		20,400
Greyhound	85,333				85,333		85,333
City Support	390,597	436,219	210,990	162,195	1,200,000		1,200,000
State Grant	698,654		39,358	-	738,012		738,012
5310 Local	103,512				103,512		103,512
5310 Grant	99,888				99,888		99,888
					-		
5307 Federal Grants	$828,191	1,744,874	804,601	648,778	4,026,445	-	4,026,445
TOTAL INCOME	**2,501,576**	**2,181,093**	**1,054,949**	**810,973**	**6,548,590**	**-**	**6,548,590**
Expenses							
Wages	1,356,228	669,114	631,726	360,383	3,017,450	-	3,017,450
Fringe Benefits	623,416	244,653	264,339	108,668	1,241,076	-	1,241,076
Services	165,693	349,489	14,680	228,981	758,842	-	758,842
Insurance & Audit		410,000	-	44,425	454,425		454,425
Materials & Supplies	342,744	478,375	134,205	15,000	970,324	-	970,324
Utilities	3,494	25,763	-	22,269	51,526	-	51,526
Miscellaneous Expense	10,000	3,700	10,000	31,248	54,947	-	54,947
TOTAL EXPENSES	**2,501,575**	**2,181,093**	**1,054,949**	**810,973**	**6,548,590**	**-**	**6,548,590**
***Deficit (Surplus) or Balanced**	**(0)**	**-**	**-**	**-**	**(0)**	**-**	**(0)**

		2020 BUDGET	2021 PROJECTED BUDGET	DOLLAR CHANGE	PERCENT CHANGE	COMMENTS
	501 WAGES					
0-010-5010-010 + 0-(	Fixed Route -Operators Wages	$1,081,387	$1,164,961	$83,574	7.7%	Avg. pay rate higher than FY20 budget
0-010-5010-021	Fixed Route Dir/Disp/Sup/Wages	165,960	191,267	25,307	15.2%	Avg. pay rate higher than FY20 budget
0-011-5010-010	Para Operator's Wages	417,208	481,514	64,306	15.4%	Avg. pay rate higher than FY20 budget
0-011-5010-020	Para Dir/Disp/Supervision Wages	137,196	150,212	13,016	9.5%	Avg. pay rate higher than FY20 budget
0-025-5010-020	Planning Wages	372,746	360,383	(12,363)	-3.3%	One Mgmt Asst. position eliminated
0-041-5010-022	PM Director w/ Ops Director split	82,488	98,750	16,262	19.7%	Avg. pay rate higher than FY20 budget
0-041-5010-023	PM Mechanics with Trainer split	375,971	393,232	17,262	4.6%	Avg. pay rate higher than FY20 budget
0-041-5010-024	PM Servicers, Helper Wages	123,077	91,402	(31,675)	-25.7%	One position eliminated
0-042-5010-024	PM Building Maintenance Wages	90,191	85,729	(4,461)	-4.9%	One position eliminated
	501 WAGES Total	**$2,846,223**	**$3,017,450**	**$171,227**	**6.0%**	**TOTAL WAGE DIFFERENCES**
	502 FRINGE BENEFITS					
0-000-5020-010 + 0-(	Fixed Route Payroll Taxes	$111,366	$123,870	$12,504	11.2%	Avg. pay rate higher than FY20 budget
0-000-5020-020 + 0-(	Fixed Route 401(K)	18,851	19,341	491	2.6%	Adjusted for actual usage
0-000-5020-030 + 0-(	Fixed Route Health Insurance	294,206	344,408	50,203	17.1%	Two additional PT bus operators
0-000-5020-080	Operations Workmen's Comp	68,629	69,919	1,290	1.9%	
0-000-5020-090	Fixed Route Incentive Wage Expense	48,335	52,867	4,532	9.4%	Avg. pay rate higher than FY20 budget
0-011-5020-010	Para Payroll Taxes	48,314	57,907	9,593	19.9%	Avg. pay rate higher than FY20 budget
0-011-5020-020	Para 401k	9,052	8,236	(816)	-9.0%	Adjusted for actual usage
0-011-5020-030	Para Health Insurance	148,452	169,007	20,554	13.8%	Anticipated rate increase
0-011-5020-090	Para Incentive	24,974	29,189	4,215	16.9%	Avg. pay rate higher than FY20 budget
0-025-5020-000	Planning Payroll Taxes	30,607	32,040	1,433	4.7%	Avg. pay rate higher than FY20 budget
0-025-5020-020	Planning 401K	8,917	8,279	(638)	-7.2%	Adjusted for actual usage
0-025-5020-030	Planning Health Insurance	52,183	43,850	(8,333)	-16.0%	One Mgmt Asst. position eliminated
0-025-5020-080	Planning Workmen's Comp	13,586	13,601	15	0.1%	
0-025-5020-090	Planning Incentive	6,647	7,898	1,251	18.8%	Avg. pay rate higher than FY20 budget
0-025-5020-092	Planning CPE/Tuition Reimbursement	3,000	3,000	-	0.0%	
0-041-5020-110	PM CPE/Tuition Reimbursement	3,000	3,000	-	0.0%	
0-041-5020-010	PM- Payroll Taxes	61,431	60,836	(595)	-1.0%	
0-041-5020-020	PM 401K	8,908	8,653	(255)	-2.9%	Adjusted for actual usage
0-041-5020-030	PM Health Insurance	125,960	118,761	(7,198)	-5.7%	Adjusted for actual usage
0-041-5020-080	PM Workmen's Comp	12,285	12,480	195	1.6%	
0-041-5020-090	PM Incentive	27,419	23,087	(4,333)	-15.8%	Adjusted for actual usage
0-010-5020-130 + 0-(	Driver Uniforms	12,755	13,010	255	2.0%	Employee turnover in FY21 expected to continue
0-041-5020-130	PM Uniforms	17,487	17,837	350	2.0%	Employee turnover in FY21 expected to continue
	502 FRINGE BENEFITS Total	**$1,156,365**	**$1,241,076**	**$84,712**	**7.3%**	**TOTAL FRINGE DIFFERENCES**

		2020 BUDGET	2021 PROJECTED BUDGET	DOLLAR CHANGE	PERCENT CHANGE	COMMENTS
	503 SERVICES					
0-010-5030-030	Fixed Route Prof/Tech Services	$154,401	$165,693	$11,292	7.3%	On-board camera Wi-Fi service (iRide)
0-011-5030-030	Para Prof/Tech Services	11,480	14,680	3,200	27.9%	On-board camera Wi-Fi service (iRide)
0-025-5030-000	Planning Prof /Tech Services	113,290	101,399	(11,892)	-10.5%	Adjusted for actual usage
0-025-5030-010	Planning McDonald Contract	120,082	127,582	7,500	6.2%	RATP Dev contract
0-041-5030-030	PM Prof/Services	240,798	245,614	4,816	2.0%	
0-042-5030-030	BLDG MNT Prof/Tech Services	101,838	103,875	2,037	2.0%	
	503 SERVICES Total	**$741,890**	**$758,842**	**$16,952**	**2.3%**	**TOTAL SERVICE DIFFERENCES**
	504 MATERIALS & SUPPLIES					
0-010-5040-010	Fixed Route Fuel - Buses	$459,609	$334,040	-$125,569	-27.3%	Projected fuel prices lower in FY21
	Fixed Route Fuel - Support Vehicles	1,186	1,404	218	18.4%	Higher projected gallons based on actual data
0-010-5040-990	Fixed Route Materials and Supplies	13,720	7,300	(6,420)	-46.8%	On-board wi-fi camera systems
0-011-5040-010	Para Fuel	189,674	127,005	(62,669)	-33.0%	Projected fuel prices lower in FY21
0-011-5040-990	Para Materials and Supplies	5,054	7,200	2,146	42.5%	New tablets
0-041-5040-010	PM Fuel Support Vehicles	10,678	12,639	1,962	18.4%	Higher projected gallons based on actual data
0-041-5040-012	Oil & Lubricants -	29,536	29,785	249	0.8%	
0-041-5040-013	Anti-Freeze & Freon -	7,356	7,503	147	2.0%	
0-041-5040-020	Tires & Tubes -	34,580	35,272	692	2.0%	
0-041-5040-990	PM Materials & Supplies Parts	316,218	331,742	15,524	4.9%	Tire changer ($4,000); hydraulic service jack ($1,500)
0-041-5040-993	PM Materials & Supplies Non Parts	27,876	28,434	558	2.0%	
0-042-5040-990	Bldg Maint Materials & Supp	19,818	33,000	13,182	66.5%	Landscaping facility ($18,000)
0-025-5040-990	Planning Material and Supplies	15,035	15,000	(35)	-0.2%	
				-		
	504 MATERIALS & SUPPLIES Total	**$1,130,338**	**$970,324**	**-$160,015**	**-14.2%**	**TOTAL MATERIAL AND SUPPLY DIFFERENCES**
	505 UTILITIES					
0-160-5050-030	Telephone & Internet - Admin/Planning	$8,130	$8,293	$163	2.0%	
0-160-5050-020	Admin/Planning Utilities	13,977	13,976	(1)	0.0%	
0-015-5050-020	Greyhound Utilities	3,494	3,494	(0)	0.0%	
0-041-5050-020	PM Utilities	17,471	17,470	(1)	0.0%	
0-041-5050-030	PM Telephone	8,130	8,293	163	2.0%	
	505 UTILITIES Total	**$51,202**	**$51,526**	**$324**	**0.6%**	**TOTAL UTILITY DIFFERENCES**
	506 INSURANCE & AUDIT					
0-041-5060-030	PM Fleet Ins and Comp Auto	$330,120	$410,000	$79,880	24.2%	Projected auto claims
0-160-5060-050	Gen Liab and Officer	17,400	19,425	2,025	11.6%	Increased premiums
0-160-5060-020	Planning Audits	25,000	25,000	-	0.0%	
				-		
		$372,520	**$454,425**	**$81,905**	**22.0%**	**TOTAL CASUALTY AND LIABILITY DIFFERENCES**
	506 INSURANCE AND AUDIT Total					

		2020 BUDGET	2021 PROJECTED BUDGET	DOLLAR CHANGE	PERCENT CHANGE	COMMENTS
	509 MISCELLANEOUS EXPENSE					
0-025-5090-020	Planning Travel and Training	$16,272	$13,300	-$2,972	-18.3%	Fewer training seminars expected
0-041-5090-020	PM Travel and Training	-	2,500	2,500	0.0%	ASE BUS certification training
0-011-5090-020	Para Travel & Meetings T/S -	9,763	10,000	237	2.4%	
0-010-5090-020	Operations Travel and Training	23,000	10,000	(13,000)	-56.5%	Fewer training seminars expected
0-025-5090-992	Board Meeting Expense	7,292	7,438	145	2.0%	
0-025-5090-010	Dues & Subscriptions -	8,490	8,660	170	2.0%	
0-041-5090-995	PM Postage	1,176	1,200	23	2.0%	
0-025-5090-995	Planning Postage	1,814	1,850	36	2.0%	
0-011-5090-995	Para Postage	-	-	-	0.0%	
	509 MISCELLANEOUS EXPENSE Total	**$67,807**	**$54,947**	**-$12,859**	**-19.0%**	
	TOTAL EXPENSES MINUS DEPRECIATI	**$6,366,345**	**$6,548,590**	**$182,245**	**2.9%**	

Midland-Odessa Budget FY 2021									
Wages									
			Fixed Route	PM	ADA	PLANNING	Operating Budget	CIP	Total
	Bus Operators		**1,164,961**		**481,514**		**1,646,475**		**1,646,475**
	Operations*								
	Operations Director	$75,000	18,750	18,750	18,750	18,750	75,000		75,000
	Safety/Training Coordinator	$54,466	13,616	13,616	13,616	13,616	54,466		54,466
	Greyhound	$102,051	102,051				102,051		102,051
	Street Supervisor	$170,719	56,849		56,849	57,020	170,719		170,719
	Scheduler	$121,992			60,996	60,996	121,992		121,992
	Total Operations Wages		**191,267**	**32,366.49**	**150,212**	**150,383**	**524,228**	**0**	**524,228**
	Maintenance*								
	Maintenance Director			80,000			80,000	0	80,000
	Mechanic A			284,672			284,672		284,672
	Shop Foreman			74,152			74,152		74,152
	Facilities			85,729			85,729		85,729
	Bus Washer			94,944			94,944		94,944
	Admin			17,250			17,250		17,250
	Total Maintenance Wages		**-**	**636,747**	**-**	**-**	**636,747**	**0**	**636,747**
	Administration*								
	Finance Director					75,000	75,000	0	75,000
	Human Resources					65,000	65,000		65,000
	Planning/Grants Admin.					70,000	70,000		70,000
	Total Administration Wages		**0**	**0**	**0**	**210,000**	**210,000**	**0**	**210,000**
Total Wages			**1,356,228**	**669,114**	**631,726**	**360,383**	**3,017,450**	**0**	**3,017,450**

Midland-Odessa Budget FY 2021
Fringe Benefits

				Fixed Route	PM	ADA	PLANNING	Operating Budget	CIP	Total
Payroll Taxes										
	Bus Operators			106,211		44,012		150,223		150,223
	Operations			8,213	2,916	13,895	13,911	38,935		38,935
	Greyhound			9,446				9,446		9,446
	Maintenance				57,919			57,919		57,919
	Administration						18,129	18,129		18,129
				123,870	60,836	57,907	32,040	274,653	0	274,653
Workers Comp				69,919	12,480		13,601	96,000	0	96,000
Retirement	Employer Expenses									
	Bus Operators			18,173		6,260		24,433		24,433
	Operations			1,168	415	1,976	1,979	5,538		5,538
	Greyhound			0		0		0		0
	Maintenance				8,238			8,238		8,238
	Administration						6,300	6,300	0	6,300
				19,341	8,653	8,236	8,279	44,508	0	44,508
Incentive/Performance/GM Discretion										
	Bus Operators			46,598		19,261		65,859		65,859
	Operations			4,228	817	7,888	7,898	20,831		20,831
	Greyhound			2,041		2,041		4,082		4,082
	Maintenance				22,270			22,270		22,270
	Administration						0	0	0	0
				52,867	23,087	29,189	7,898	113,042	0	113,042
All Insurance Benefits	$761.29									
		FR	Para							
	Bus Operators	35	14	319,742		127,897		447,639		447,639
	Operations	9		24,666		41,110	16,444	82,219		82,219
	Maintenance	13			118,761			118,761		118,761
	Administration	3					27,406	27,406		27,406
				344,408	118,761	169,007	43,850	676,027	0	676,027
Prof Dev/CE/Tuition Reimbursement					3,000		3,000	6,000	0	6,000
0-010-502(Uniforms				13,010	17,837			30,847	0	30,847
Total Fringe Benefits				623,416	244,653	264,339	108,668	1,241,076	0	1,241,076

Midland-Odessa Budget FY 2021 Services, Insurance, and Audit			Fixed Route	PM	ADA	PLANNING	Operating Budget	CIP	Total
Services									
5030-030 (for Plan	Management Contract	$255,164	127,582			127,582	255,164		255,164
									0
5030-030 (for Planr	Professional and Technical Services		33,111	245,614	14,680	101,399	394,803		394,803
									0
0-042-5030-030	Bldg Maintenance			103,875			103,875		103,875
									0
5030-030	Marketing		5,000				5,000		5,000
									0
5030-030	**Total Services**		**165,693**	**349,489**	**14,680**	**228,981**	**758,842**	**-**	**758,842**
Audit									
0-160-5060-020	Audit					25,000	25,000		25,000
	Total Audit		**-**	**-**	**-**	**25,000**	**25,000**	**-**	**25,000**
Insurance									
5060-030	Auto Liability	$410,000		61,500			61,500		61,500
5060-030	Auto Physical Damage			61,500			61,500		61,500
5060-050	Errors & Omissions Liability					19,425	19,425		19,425
5060-030	General Liability			61,500			61,500		61,500
5060-030	Property & Contents			225,500			225,500		225,500
	Total Insurance			**410,000**		**19,425**	**429,425**		**429,425**
Total Services, Audit and Insurance			**165,693**	**759,489**	**14,680**	**273,406**	**1,213,267**	**-**	**2,171,370**

Midland-Odessa Budget FY 2021 Material & Supplies, Utilities, and Miscellaneous			Fixed Route	PM	PARA	PLANNING	Total
Materials & Supplies							
5040-010	Fuel						
		Buses	298,711		127,005		$ 425,716
		Connect	35,329				$ 35,329
		Support Vehicles	1,404	12,639			$ 14,044
0-041-5040-012	Oil & Lubricants			29,785			$ 29,785
0-041-5040-013	Antifreeze & Freon			7,503			$ 7,503
0-041-5040-020	Tires			35,272			$ 35,272
0-041-5040-993	Supplies Shop-NON Parts			28,434			$ 28,434
5040-990	Matls/Supplies		7,300	331,742	7,200	15,000	$ 361,242
0-042-5040-990	Building Maint Supplies			33,000			$ 33,000
Total Materials & Supplies			**342,744**	**478,375**	**134,205**	**15,000**	**$ 970,324**
Utilities							
5050-020	Electricity/ Water/Sewage		3,494	17,470		13,976	34,940
5050-030	Telephone/Internet			8,293		8,293	16,585
Total Utilities			**3,494**	**25,763**	**0**	**22,269**	**51,526**
Miscellaneous							
5090-995	Postage/Shipping		0	1,200		1,850	3,050
5090-020	Travel and Training		10,000	2,500	10,000	13,300	35,800
5090-010	Dues & Membership					8,660	8,660
5090-992	Board/Committees					7,438	7,438
Total Miscellaneous			**10,000**	**3,700**	**10,000**	**31,248**	**54,947**

Midland-Odessa Budget FY 2021 Employee Count		Fixed Route	PM	ADA	PLANNING	Total
Operations						
	Operations Director	0.25	0.25	0.25	0.25	1.00
	Safety/Training Coordinator	0.25	0.25	0.25	0.25	1.00
	Street Supervisor	3.00		1.00		4.00
	Scheduler			3.00		3.00
	FT Bus Operators	28.00		12.00		40.00
	PT Bus Operators	4.00		2.00		6.00
Maintenance						
	Maintenance Director		1.00			1.00
	Mechanic A		5.00			5.00
	Shop Foreman		1.00			1.00
	Facilities		2.00			2.00
	Bus Washer		3.00			3.00
	Admin		1.00			1.00
Administration						
	Finance Director				1.00	1.00
	Human Resources				1.00	1.00
	Planning/Grants Admin.				1.00	1.00
Greyhound						
	FT Clerk	3.00				3.00
	PT Clerk	-				-
Total Employees		**3.00**	**13.00**	**0.00**	**3.00**	**74.00**

City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: 7/15/2020

TO: City Council / City Manager

FROM: Matt Carr, PE, City Engineer

SUBJECT: Motion on request by Parkhill Smith & Cooper, to defer water, wastewater, paving and sidewalk improvements for Field's Edge Addition, and to waive the corresponding financial security guarantee valued at $848,491.00, an amount equal to the estimated cost of construction. The subject property is generally located on the south of Interstate 20 and west of South Loop 250, inside the corporate limits of the City of Midland.

Purpose:

Consider a motion on request by Parkhill Smith & Cooper, to defer water, wastewater, paving and sidewalk improvements for Field's Edge Addition, and to waive the corresponding financial security guarantee valued at $848,491.00, an amount equal to the estimated cost of construction. The subject property is generally located on the south of Interstate 20 and west of South Loop 250, inside the corporate limits of the City of Midland.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Water Distribution	$	0.00
Wastewater Collection	$	338,130.00
Paving	$	510,361.00
Sidewalk	$	0.00
Drainage	$	0.00
Total Value of Deferral	$	848,491.00

Cash deposit or other acceptable security (requested) $0

Discussion:

Field's Edge Addition is proposed as a 23.66-acre subdivision. The development is generally located on the south of Interstate 20 and west of South Loop 250, inside the corporate limits of the City of Midland.

Parkhill Smith & Cooper, on behalf of the developer, The Field's Edge, Inc., has requested to defer public wastewater, paving and sidewalk improvements, and waive the corresponding financial security guarantee, which is equal to 100% of the developer's portion of the construction costs. The developer is not requesting to defer the drainage study and water improvements. A drainage study and water improvement plans will be required.

Paving:
Field's Edge Addition is adjacent to undeveloped properties north, east, south, and west. Currently, Interstate 20 and Loop 250 are paved to Tx-DOT standards and approximately 1080' of Cholla Road is paved to City of Midland standards.

Wastewater:
The nearest existing gravity sewer line is an 8" line located at the end of Cholla Road, which is located approximately 0.66 miles east of the project site. The surrounding properties to the north, east, south, and west are currently undeveloped.

Water:
The nearest existing water main is a 12" line located at the end of Cholla Road, which is located approximately 0.45 miles east of the project site. This development will extend the water main to this developing site.

Sidewalk:
Sidewalks are typically built along roadways built to city standards, with curb and gutter. If the Washita roadway improvements are not built, sidewalk will not be needed.

The proposed residential improvements by the developer along the eastern portion of this plat are subject to Non-Accessible Public Wastewater Supply and will be accessed through private roadways. The time frame that the City would extend public paving, wastewater, water, and sidewalk improvements to City standards to this area may likely exceed the 10-year horizon beyond which the City is obligated to return any escrow deposits with interest.

For the reasons stated above, the staff does support deferral of wastewater, paving, and sidewalk improvements within this subdivision. Staff also supports that Council waives the corresponding financial security guarantee for wastewater, paving, and sidewalk improvements.

Should Council agree to the deferral for one or all improvements construction, staff will nevertheless require that the following note be added to the Final Plat.

The installation of public improvements may be required by the City of Midland at such time as: (1) the 23.66-acre tract is re-platted for subdivision into more than three lots, or (2) the property is rezoned for a more intensive use.

Attached are the deferral request, Opinion of Probable Cost and Preliminary Plat prepared by Parkhill Smith & Cooper, and a location map prepared by staff.

PARKHILLSMITH&COOPER

Texas Firm # F-560

Deferral Request

Field's Edge Addition

Case P-19-0486

May 29, 2020

PSC Project 01.8190.18

PACKET 20.1090 July 14, 2020

1700 W. Wall Street Suite 100 Midland, Texas 79701 432.697.1447 Fax 432.697.9758

PARKHILLSMITH&COOPER

May 29, 2020

Jose Ortiz
Engineering Director
300 N. Loraine
P.O. Box 1152
Midland, Texas 79702

Subject: Field's Edge Addition, Deferral Request

Dear Mr. Ortiz:

Field's Edge Addition is a 23.66- acre lot, currently being platted for housing, by The Field's Edge Inc, as part of their homeless community project. The subject 23.66-acre tract is located south of Interstate 20 and west of S Loop 250 (see vicinity map). Said tract is also located in the Midland City Limits, and a portion within the AOZ 4 Protected Zone.

The Fields Edge, Inc. is the record owner of said 23.66-acre tract. This tract is adjacent to undeveloped properties to the north, east, west, and south. The current zoning is PD (Planned District). Interstate 20 and Loop 250 are paved to TxDOT standards, and approximately 1080 feet of Cholla Road is paved to city of Midland standards (base, asphalt paving, and curbs and gutters).

The nearest gravity wastewater main is an 8-inch line located at the end of Cholla Road. Said line is approximately 3,482 feet (0.66 miles) east of the subject tract. The nearest water main is a 12-in line, approximately 2,380 feet east of the subject tract, within the Cholla Road alignment.

The owner is aware that any future subdivision of the lot will require a re-plat and reconsideration of public improvements by the city of Midland.

Parkhill, Smith & Cooper on behalf of the property owner (the applicant), requests a deferral of the construction of wastewater and paving improvements, and to waive the corresponding financial security guarantee, a value of **$848,491**, which is equal to 100% of the estimated construction costs. Below is a discussion of the public infrastructure and deferral request related to the development of the property associated with the plat.

1. **Water Distribution:**

   The applicant is **not** requesting deferral for the required water improvements. The Field's Edge Inc. will fund and construct a 12-inch waterline to serve its development; See preliminary plat attachment for waterline location and length. Furthermore, the applicant will not request city participation for the oversizing of said 12-inch line, as current city code only requires the applicant to install an 8-inch line. The 12-inch oversized line will benefit the city of Midland and any future development in this area.

2. **Wastewater Collection:**

The applicant is requesting deferral of wastewater improvements and waiver of the corresponding financial guarantee, which is equal to **$338,130** and 100% of the required construction cost.

- The property will be served by a septic system.
- The proposed development will be primarily single family, single individual, tiny home, homeless housing, which is not intended to generate income; i.e. the sewer line extension would not primarily serve this development. A proposed, for profit, single family development to the east, would be the primary beneficiary of a sewer line extension.
- Additionally, enough open land exists within the subject tract to sustain a septic system, given the demand that will be placed on it, without posing a public hazard.
- Lastly, the owner will provide a stub out line in the septic system, to be able to connect to any newly installed, sanitary sewer lines in the future.

3. **Paving**

The applicant is requesting deferral of paving improvements and waiver of the corresponding financial guarantee, which is equal to **$510,361** and 100% of the required construction cost.

- The applicant is interested in benefitting the community with this not-for profit, homeless housing project.
- As stated above, the primary beneficiary of a roadway extension would be a proposed, single family development to the east.
- Additionally, access to the site will be provided by a proposed Midland County Roadway, off the I-20 eastbound frontage road. Said road will be constructed to current Midland County standards (3-inch HMAC over 8-inch base course).
- Lastly, the Field's Edge Inc, along with PSC have secured an agreement with the landowner (Kenneth Huseman Family Partnership, LP) to donate the necessary Right of Way (3400 ft x 80 ft) of Cholla Road to the City of Midland. The value of said Right of Way is approximately $680,000, based on a $2.50/SF valuation, typically used by the Midland Central Appraisal district, when evaluating Right of Way vacations. Said amount, essentially covers 80% of the entire amount of improvements being deferred.

We kindly request this deferral be placed on the next city council agenda for approval.

Thank you for your time and attention. Should you have any questions regarding this deferral request or need additional information, please do not hesitate to contact me at (432) 681-6163 or by email at BSanchez@team-psc.com

Respectfully,

Ben Sanchez, P.E.

Ben Sanchez, P.E.
Civil Engineer

Enclosures:

1.) Vicinity Map
2.) Copy of Preliminary Plat
3.) Cost Estimate for Wastewater and Paving Improvements

VICINITY MAP



PSC

PARKHILLSMITH&COOPER

Summary of Public Improvements - Opinion of Probable Cost

Location: Fields Edge Addition
Engineer: Ben Sanchez - PSC

Summary

Description	Estimated Cost
Wastewater Collection Improvements	$ 338,130.00
Paving Improvements [26 ft width per Section 11-2-6(B)(1) of City of Midland Code]	$ 510,361.00
Construction Cost Total	**$ 848,491.00**

Wastewater Collection - Opinion of Probable Cost

Location: Fields Edge Addition
Engineer: Ben Sanchez - PSC

Wastewater Main Improvements	Quantity	Unit	Unit Price	Total
12" SDR 35 PVC		LF	$ 30.00	$ -
8" SDR 35 PVC	3500	LF	$ 25.00	$ 87,500.00
6" SDR 35 PVC		LF	$ 20.00	$ -
Trenching/Backfill 0'-5'		LF	$ 21.00	$ -
Trenching/Backfill 5'-8'		LF	$ 22.00	$ -
Trenching/Backfill 8'-10'	3500	LF	$ 24.00	$ 84,000.00
Trenching/Backfill 10'-12'		LF	$ 30.00	$ -
Trenching 12'-14'		LF	$ 35.00	$ -
Imported Backfill Material	2593.00	CY	$ 10.00	$ 25,930.00
Imported Backfill Material - Unit Weight	120.00	PCF		
Replacement Manhole		EA	$ 5,000.00	$ -
New Manhole	9	EA	$ 3,800.00	$ 34,200.00
Remove Manhole		EA	$ 1,000.00	$ -
Manhole Extra Depth (MH>5')		VF	$ 400.00	$ -
Connect to Existing MH	1	EA	$ 500.00	$ 500.00
24" Bore & Steel Encasement		LF	$ 480.00	$ -
18" Bore & Steel Encasement		LF	$ 360.00	$ -
12" Bore & Steel Encasement		LF	$ 240.00	$ -
4" Wastewater Service	1	EA	$ 500.00	$ 500.00
6" Wastewater Service		EA	$ 750.00	$ -
Volume - Flowable Fill (3 Sac) - Depth Below		CY	$ 105.00	$ -
Depth of Flowable Fill (ft)	1.00	FT		
Asphalt Pavement Repair		LF	$ 20.00	$ -
Concrete Pavement Repair		LF	$ 25.00	$ -
Erosion Protection ($/100LF)	35	STA	$ 500.00	$ 17,500.00
Trench Protection (Trenching > 5')	3500	LF	$ 2.00	$ 7,000.00
Traffic Control / Job Site Safety	35	STA	$ 150.00	$ 5,250.00
Construction Staking ($/100LF)	35	STA	$ 250.00	$ 8,750.00
Contingency (nearest $1000)	10%			$ 27,000.00
Construction Total				**$ 298,130.00**
ROW Acquisition		LS	$ 1.00	$ -
Engineering & Surveying	10%	LS		$ 30,000.00
Construction Administration		LS		$ 10,000.00
TOTAL				**$ 338,130.00**
Developers %	100%			**$ 338,130.00**
$Cost / LF	3500	LF		**$ 96.61**

Paving - Opinion of Probable Cost

Location: Fields Edge Addition
Engineer: Ben Sanchez - PSC

Paving Width	26
Length of Paving	3400
Base Rock Depth - Bottom Lift (in)	8
Base Rock Depth - Top Lift (in) - (6" min - 8" max)	
Base Rock Unit Weight (95% Standard Proctor)	120
Base Rock waste	3%
HMAC thickness (in)	4
HMAC waste	3%

Paving Improvements	**Quantity**	**Unit**	**Unit Price**	**Total**
ROW Preparation	3400	LF	$ 10.00	$ 34,000.00
24" Curb & Gutter	0	LF	$ 18.00	$ -
Sidewalk	0	LF	$ 18.00	$ -
Excavation	2350.62	CY	$ 5.00	$ 11,754.00
Scarify / Shape / Compact Sub-grade	10577.78	SY	$ 3.50	$ 37,023.00
Base Rock - Bottom Lift (Material Only)	3922.24	TN	$ 4.50	$ 17,651.00
Base Rock - Top Lift (Material Only)	2311.32	TN	$ -	$ -
Shape / Compact Base Rock - Bottom Lift	10577.78	SY	$ 3.50	$ 37,023.00
Shape / Compact Base Rock - Top Lift	8311.11	SY	$ -	$ -
Tack Coat	8311.11	SY	$ 1.00	$ 8,312.00
HMAC (Material Only)	1883.30	TN	$ 80.00	$ 150,664.00
Installation of HMAC Surface Course	8311.11	SY	$ 7.50	$ 62,334.00
Erosion Protection ($/100 LF)	34	LS	$ 500.00	$ 17,000.00
Construction Staking ($/100LF)	34	LS	$ 500.00	$ 17,000.00
Traffic Control / Job Site Safety ($/100LF)	34	LS	$ 400.00	$ 13,600.00
Contingency (nearest $1000)	10%			$ 41,000.00
Construction Total				$ 447,361.00
ROW Acquisition	0	LS	$ 1.00	$ -
Engineering & Surveying	10%	LS		$ 45,000.00
Construction Administration		LS		$ 18,000.00
TOTAL				**$ 510,361.00**
Developers %	100%			**$ 510,361.00**
$Cost / LF	3400	LF		**$ 150.11**

PRELIMINARY PLAT

FIELD'S EDGE ADDITION

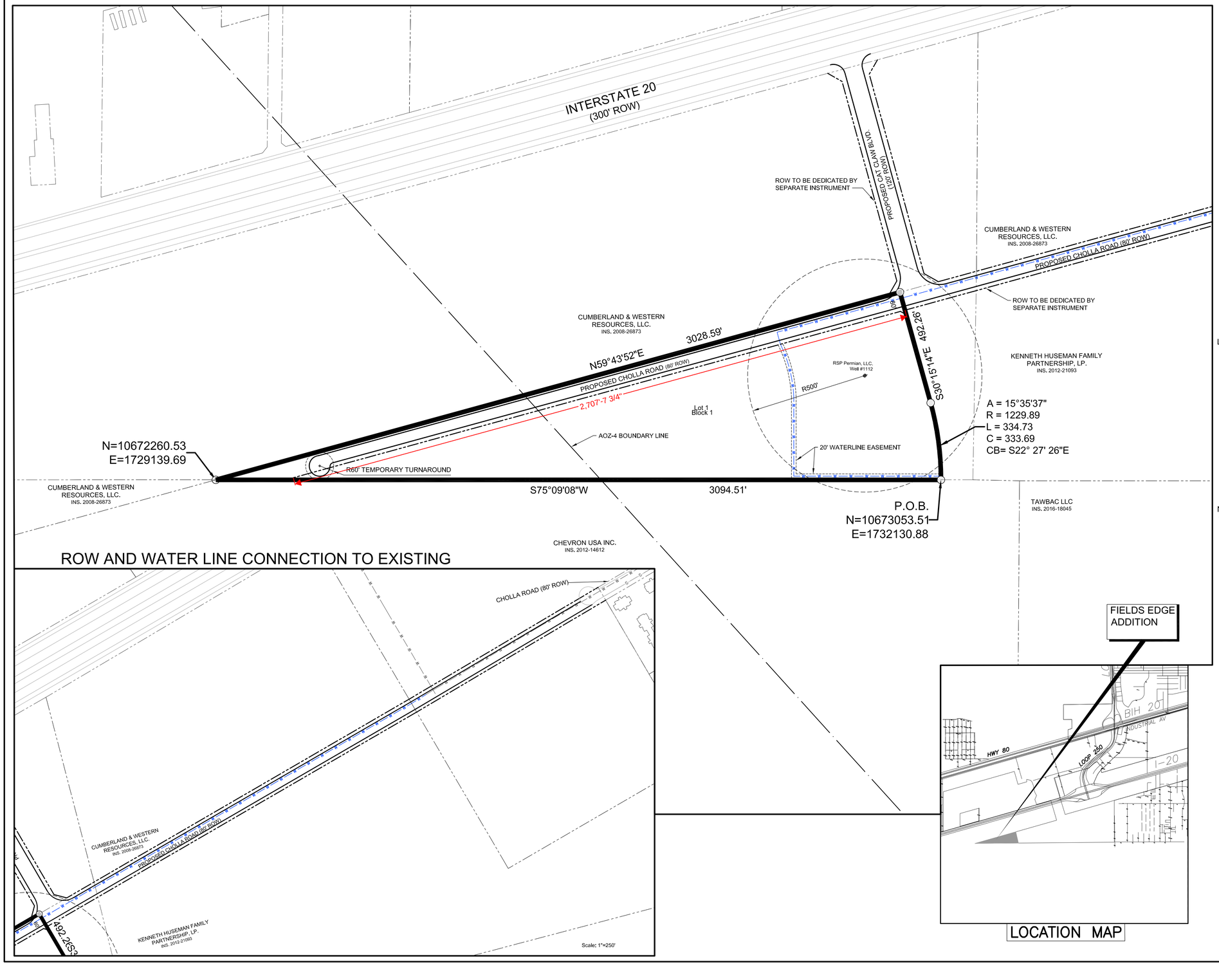
Being a 23.66 Acre tract located in Section 11, Block 40, T-2-S, T&P RR. Co. Survey, City and County of Midland, Texas

200' 100' 0 200'

Original Scale: 1"=200'

Sketch Plan Submitted to City of Midland on March 13, 2019

Preliminary Plat Submitted to City of Midland on



ROW AND WATER LINE CONNECTION TO EXISTING

FIELDS EDGE ADDITION

LOCATION MAP

LEGEND

- PLAT LIMITS
- EXISTING PLATTED LOTS & STREET R/W
- EXISTING AOZ-4 BOUNDARY
- EXISTING WATER LINE
- EXISTING SEWER LINE
- PROPOSED WATER LINE
- PROPOSED ROW
- PROPOSED EASEMENT

NOTES

1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.
3. BASED ON THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY NUMBER 480477, SHEET NUMBER 48329C0184F, REVISED SEPTEMBER 16, 2005, AND COMMUNITY NUMBER 480477, SHEET NUMBER 48329C0200F, REVISED SEPTEMBER 16, 2005, THE SURVEYED PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO THE MAP. THE CURRENT FLOOD ZONE CLASSIFICATION FOR THE SURVEYED PROPERTY IS ZONE X.
4. THIS DEVELOPMENT FALLS WITHIN THE MIDLAND INTERNATIONAL AIR AND SPACEPORT AOZ-4 ZONE.

OWNER & DEVELOPER:

THE FIELD'S EDGE, INC.

P.O. BOX 50068
MIDLAND, TEXAS 79710

ENGINEER:

PARKHILL, SMITH & COOPER, INC.

1700 W. WALL STREET
MIDLAND, TEXAS 79701
Contact:
(432) 697-1447

FIELD'S EDGE ADDITION

PACKET
20.1098
July 14, 2020

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PRELIMINARY PLAT

FIELD'S EDGE ADDITION

Being a 23.66 Acre tract located in Section 11, Block 40, T-2-S, T&P RR. Co. Survey, City and County of Midland, Texas

200' 100' 0 200'

Original Scale: 1"=200'

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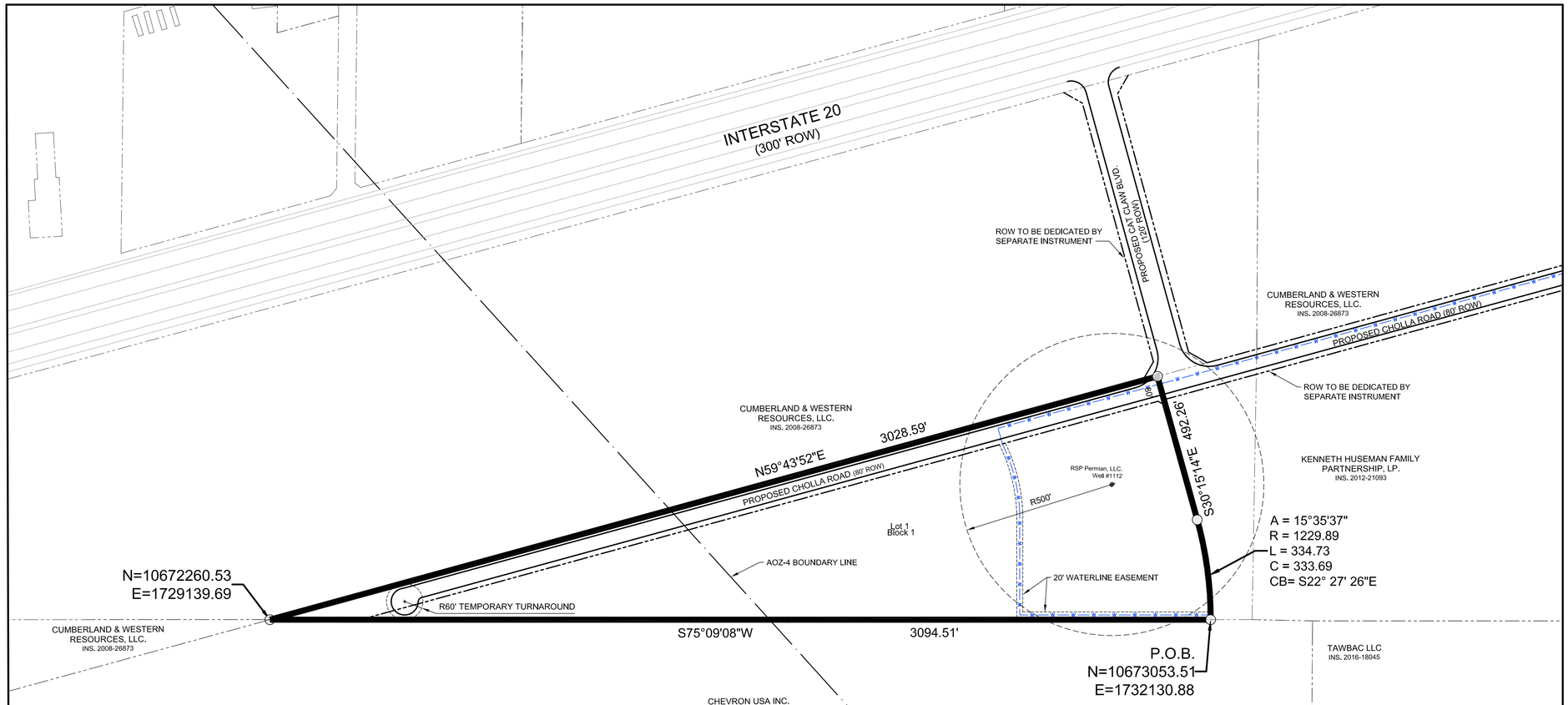

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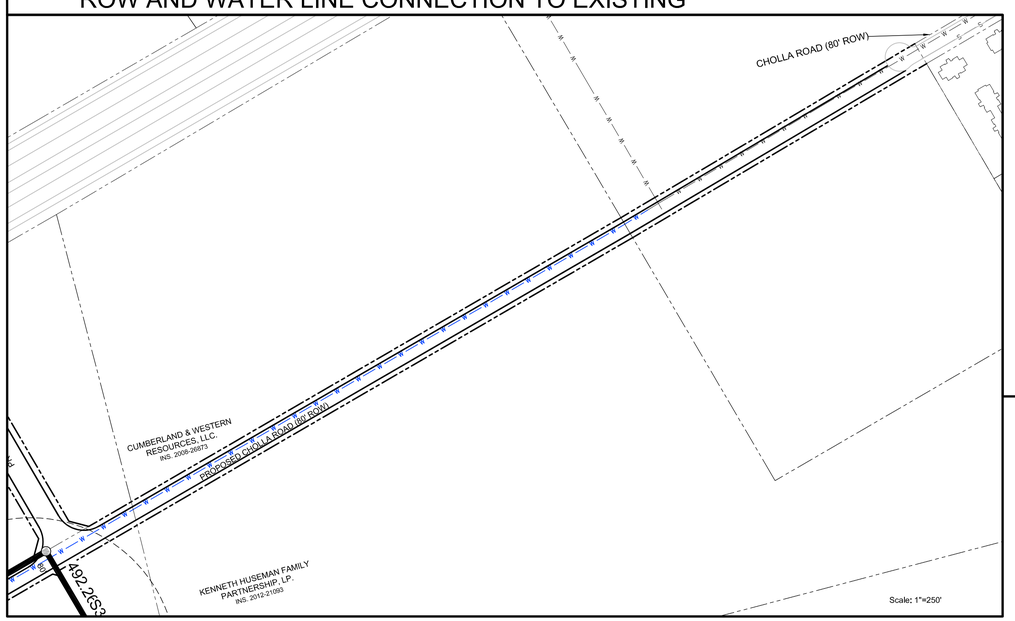
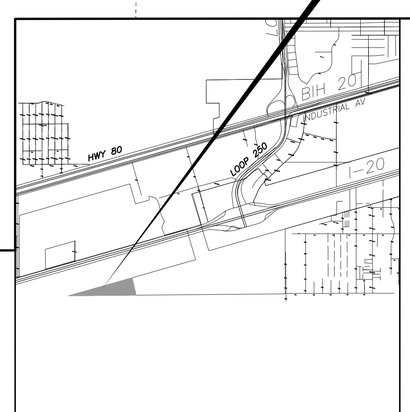


FIELDS EDGE ADDITION



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FIELD'S EDGE ADDITION

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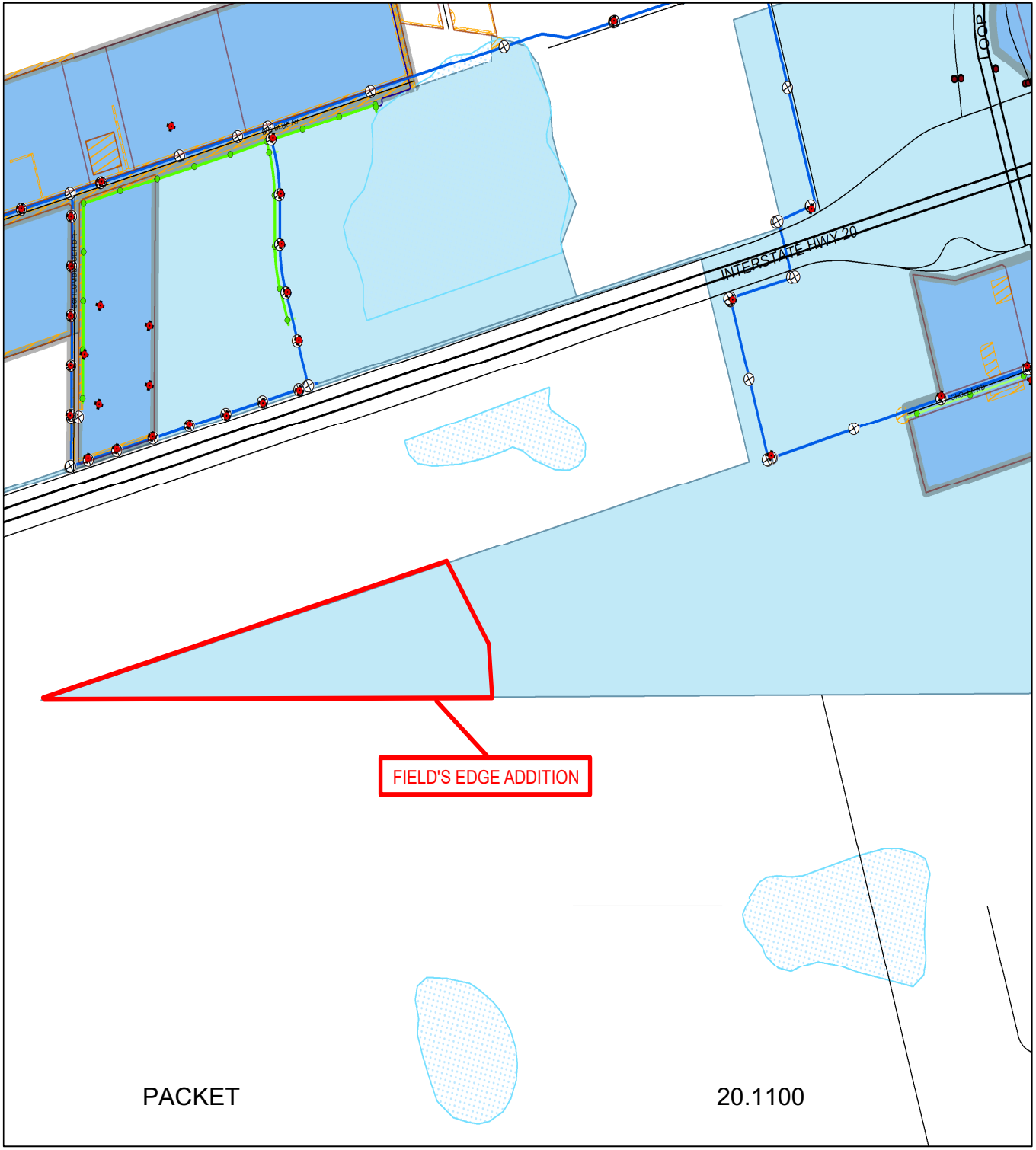

ENGINEERING DIVISION

Motion to Defer

Wastewater, Paving, and Sidewalk

FIELD'S EDGE ADDITION

PACKET

20.1100

July 14, 2020

Map by PAK 6/10/20

City Council Meeting

Item Number: 21

Meeting Date: July 14, 2020

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a right-of-way license between the City of Midland and Targa Pipeline Mid-Continent Westex LLC, regarding city-owned property described as Section 10, Block 38, Township 2 South, T&P RR Co. Survey, Midland County, Texas.

(UTILITIES)

Purpose:

Resolution 2010-273 effective September 13, 2010, 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 five (5) year period with the option for a single five (5) year renewal. Terms are consistent with the City's standard license for pipeline facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

Application fee (one time): $1,000

Annual Lease Rate (13.78 rods x $20/rod): $466.00

Surface Damages: existing pipeline, no new surface damage

Total Collected: $1,466.00

Discussion:

This private use, poly construction gas line is six inches (6) in diameter and buried thirty-six inches (36) deep. Attached plat is the “As Built” survey of the existing pipeline. All payments have been collected and currently 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

Robert Patrick

City Manager’s Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date:	July 15, 2020
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Robert Patrick, Assistant 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 Suite 2100, Houston, Texas 77002
Property:	See **Exhibit A** attached hereto and incorporated herein for all purposes.

Licensee desires use of property owned by Licensor in Midland County, Texas (the "Property"), for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Initial Term. This License shall be for a term of five (5) years (the "Initial Term"), commencing with the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Renewal Term. This License shall automatically renew at the end of the Initial Term for one (1) additional term of five (5) years, upon the written request of Licensee received by Licensor on or before one hundred twenty (120) days prior to the expiration of the Initial Term then in effect, subject to the express written consent of the governing body of Licensor.

C. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition,

restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to cancel the License during the term of the License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of the License. All work and services under the License shall be suspended upon termination of the License becoming effective.

Upon termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred and eighty (180) days after termination of this License.

II. Financial Consideration

A. License Fee. The first year's license fee in the amount of FOUR HUNDRED SIXTY-SIX and No/100 Dollars ($466.00) shall be due and payable on or prior to the Commencement Date of this License ("License Fee"). Licensee's failure to make the License Fee payment within thirty (30) days after the License Fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%).

B. Surface Damage Fee. Intentionally omitted.

C. Annual Fee. Licensee shall pay to Licensor an annual fee in the amount of FOUR HUNDRED SIXTY-SIX and No/100 Dollars ($466.00), which shall be payable each year on or before the anniversary of the Commencement Date of this License.

D. Application Fee. At the same time the first year License Fee is due, Licensee shall pay a non-refundable one-time fee of ONE THOUSAND and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for the License.

E. Fee Adjustment. Prior to commencement of any renewal term, Licensor and Licensee shall negotiate in good faith to agree to an adjustment of the Annual Fee. If Licensor and Licensee are unable to reach an agreement regarding an adjustment to the Annual Fee, then the Annual Fee shall be determined by Licensor in its sole discretion, provided the new Annual Fee shall not exceed twenty-five percent (25%) of the License Fee paid for the last year of the Initial Term.

F. Delivery of Payment. The License Fee payment shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702.

The License Fee payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being thirty (30) feet in width of the pipeline location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline locations, a poly construction pipeline, not to exceed six (6) inches in diameter, for the transportation of gas, to have the right of ingress and egress at convenient points for such purpose.

B. Road Repair. Licensee covenants and agrees that it will repair any of Licensor's roads that Licensee damages on Licensor's property so that such roads will comply with Licensor's Standard Specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines and water meters owned by Licensor that Licensee, its employees, its agents or assigns, damage so that such water lines, sewer lines and water meters shall comply with the requirements of Licensor's Standard Specifications.

D. Depth. Licensee covenants and agrees that it will bury the pipeline(s) to be constructed hereunder no less than thirty-six (36) inches in depth. All backfill used in burying such line shall be compacted to a density of ninety percent (90%), except where such pipeline(s) crosses under a paved or traveled portion of City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline(s) intersects with a City of Midland utility line location, the pipeline(s) shall be bored at a depth of a least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, the specifications shall be approved by Licensor's Representative.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's

system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE(S), CASING, OR COMPRESSOR STATION, ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS.** If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances to the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically revert to Licensor, its successors or assigns, free and clear of any right, title, or interest in Licensee, or any re-entry by Licensor.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, maintain, replace or remove any pipeline or casing system built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her approval. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day after repairs have begun.

J. Gates and Fences. Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed." Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original

condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace above the land covered by this License for any purpose allowed by law and deemed necessary by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through said right of way occupied by Licensee. In the event of such work in connection with said purposes it shall be deemed necessary by Licensor, at Licensor's sole discretion, to alter, change, adapt, conform or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor's City Council without any claim for reimbursement for the cost of the relocation or damages against Licensor. The relocation or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments.

IV. Standard General Conditions

A. Insurance. Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

- Personal Injury: $1,000,000.00 per person
  $1,000,000.00 per occurrence
- Property Damage: $100,000.00 per occurrence

Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The parties agree that, prior to the execution of the License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. This decision shall be in Licensor's sole discretion.

Licensor shall be provided the notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required by Licensee, and name the City of Midland as an additional insured. Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR

OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSEE, LICENSEE'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY AND SAVE LICENSOR HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE(S), CASING SYSTEM, OR COMPRESSOR STATION DESCRIBED HEREIN.

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OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY OF LICENSEE'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR ANY OF LICENSEE'S HANDLING, STORING, RELEASING, TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING, BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

C. Assignment. The rights granted by this License inure to the benefit of Licensee. The rights and privileges shall not be assignable by Licensee without the express written consent of Licensor's City Manager. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager.

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

E. Waiver of Attorney Fees. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LICENSE, THE CONSTRUCTION, OR

INTERPRETATION, VALIDITY OR BREACH OF THE LICENSE. LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payment made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LICENSOR'S NEGLIGENCE.

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY**.

I. Third Party Beneficiary. Licensor's approval of this License does not create a third party beneficiary. There is no third party beneficiary to this License. No person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

L. Consideration. The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties agree that this License does not constitute a License or Contract for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the greatest extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental

immunity for the benefit of any third party lacking privity to the License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, and maintain Licensor's facilities or structures described herein, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. This License does not require Licensee to construct, operate, repair, maintain, replace or remove any of Licensee's facilities or structures described herein. Licensee is not providing a service to Licensor but is providing a service to Licensee's customers. Licensee is paying Licensor for a temporary interest in real property not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Courtney Sharp, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Robert Patrick, Assistant City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
TARGA PIPELINE MID-CONTINENT WESTTEX LLC

By: _____
Printed Name: Norman L. Winter
Title: VP of Land and Right of Way

THE STATE OF Texas §
§
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this 3rd day of June, 2020 personally appeared Norman L. Winter an ~~officer~~ VP-Landman 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.

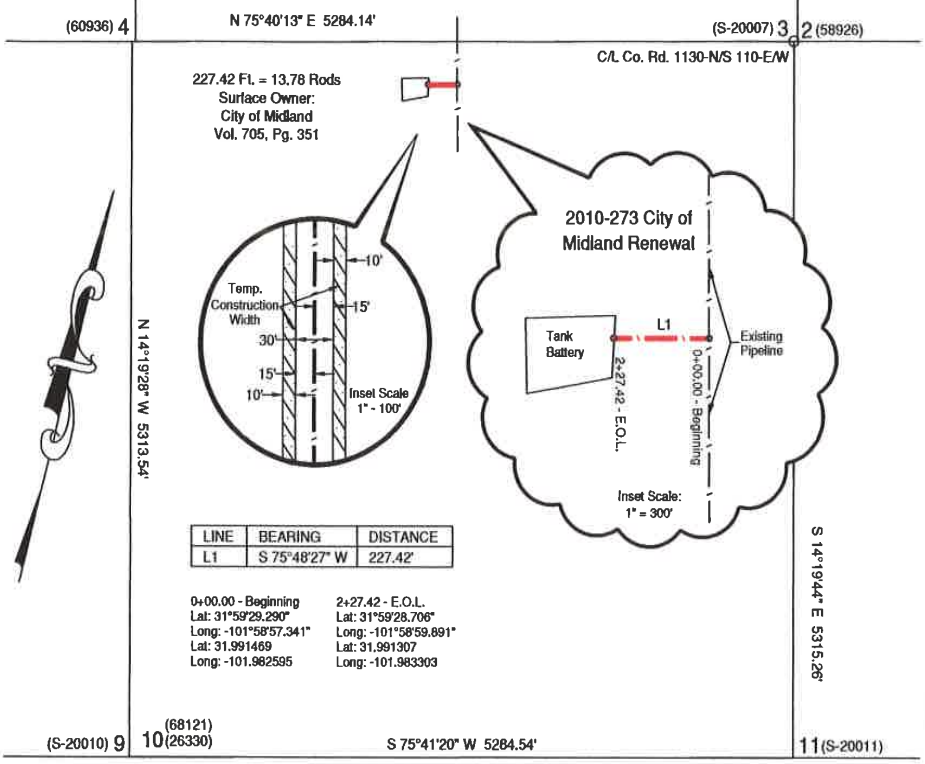
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of June, 2020.

_____
Notary Public, State of Texas

KIMBERLY NICHOLE NIETO
Notary Public, State of Texas
Comm. Expires 03-05-2022
Notary ID 131475624

Reference No. 20-329-015

Block 38, T-2-S, T. & P. RR. Co. Survey
Midland County, Texas



LINE	BEARING	DISTANCE
L1	S 75°48'27" W	227.42'

0+00.00 - Beginning
Lat: 31°59'29.290"
Long: -101°58'57.341"
Lat: 31.991469
Long: -101.982595

2+27.42 - E.O.L.
Lat: 31°59'28.706"
Long: -101°58'59.891"
Lat: 31.991307
Long: -101.983303

CENTERLINE DESCRIPTION
Of An Existing Pipeline Right-of-Way
In and Through
Section 10, Block 38, T-2-S
T. & P. RR. Co. Survey
Midland County, Texas

Beginning at pipeline station 0+00.00 for the beginning of this existing pipeline right-of-way from which the centerline of County Road 1130 for the Northeast corner of Section 10, Block 38 bears N 68°54'1" E, 2705.92 feet.

Thence S 75°48'27" W, a distance of 227.42 feet to pipeline station 2+27.42 being the E.O.L. (End of Line) of this existing pipeline right-of-way from which the centerline of County Road 1130 for the Northeast corner of Section 10, Block 38 bears N 69°26'5" E, 2931.81 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.
Note: 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 A combined grid factor of 0.9999007 must be divided into all distances to obtain surface distances.
Note: Example: (S-99999) indicates General Land Office file number.
Note: Surface ownership provided by Targa Pipeline Mid-Continent Westtex LLC.

PENNELL & MARLOWE
RESIDENTIAL, OILFIELD & LAND SURVEYORS, INC.
ALL TYPES OF SURVEYS

Stephen P. Marlowe
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5715

STATE OF TEXAS
REGISTERED
STEPHEN P. MARLOWE
5715
PROFESSIONAL
LAND SURVEYOR

April 24, 2020
200424M-BCL

P.O. Box 51887, Midland, Texas 79710 (432) 262-0901 Fax (432) 262-0679 Firm #100201-00

USGS Quadrangle Sheet: Stephenson Lake, Tex.
Existing Pipeline Survey Plat

TARGA PIPELINE
MID-CONTINENT WESTTEX LLC
2010-273 City of Midland Renewal
AFE No. OPEX
Existing Pipeline Survey
In and Through
Section 10, Block 38, T-2-S
T. & P. RR. Co. Survey
Midland County, Texas

Scale: 1" = 1000'

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/7/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Wortham, a division of Marsh USA, Inc 2929 Allen Parkway Houston, TX 77019 www.marsh.com	**CONTACT NAME:** Marsh Wortham, a division of Marsh USA, Inc **PHONE (A/C, No, Ext):** 713-526-3366 **FAX (A/C, No):** 713-521-1951 **E-MAIL ADDRESS:**
INSURED Targa Pipeline Mid-Continent WestTex LLC 110 W. 7th Street, Suite 2300 Tulsa OK 74119	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Westchester Surplus Lines Insurance Co — 10172 **INSURER B :** Travelers Property Casualty Co. of America — 25674 **INSURER C :** The Travelers Indemnity Company — 25658 **INSURER D :** Everest Indemnity Insurance Company — 10851 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 54997059 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ☐ OTHER:			G71783595001	2/7/2020	3/31/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			TC2JCAP9353B93719	10/31/2019	10/31/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A D	✓ **UMBRELLA LIAB** ✓ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			G717836001001 XC9EX00064201	2/7/2020 2/7/2020	3/31/2021 3/31/2021	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB0L1941141951K (AOS) UB9K3436311951R (MA)	10/31/2019 10/31/2019	10/31/2020 10/31/2020	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Right of Way
Subject to policy terms, conditions, exclusions and endorsements, the Certificate Holder is included as an Additional Insured under the Liability policies when required by written contract. All policies include a Waiver of Subrogation in favor of Certificate Holder when required by written contract.
see attachment

CERTIFICATE HOLDER

City of Midland, Texas
Attn: Robert Patrick, Asst. City Manager
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 Wortham, a division of Marsh USA, Inc.

PACKET 21.1116 July 14, 2020

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AGENCY CUSTOMER ID: 10TARGARES1

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh Wortham,	**NAMED INSURED** Targa Pipeline Mid-Continent WestTex LLC 110 W. 7th Street, Suite 2300 Tulsa OK 74119
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 (03/16)

HOLDER: City of Midland, Texas Attn: Robert Patrick, Asst. City Manager

ADDRESS: P.O. Box 1152 Midland TX 79702

As respects $10MM Umbrella/Excess Liability Limits:

Westchester Surplus Lines Insurance Co. - Policy G71783600100
Each Occurrence $5,000,000
Aggregate $5,000,000
Is Excess of General Liability Policy G71783595001

Everest Indemnity Insurance Company - Policy XC9EX00064201
Each Occurrence $5,000,000
Aggregate $5,000,000
Is Excess of General Liability Policy G71783595001 & Umbrella Liability Policy G71783600100

ACORD 101 (2008/01) **© 2008 ACORD CORPORATION. All rights reserved.**

The ACORD name and logo are registered marks of ACORD **ADDENDUM**

This certificate cancels and supersedes ALL previously issued certificates.

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

0023710

DATE: 6/15/2020

AMOUNT: $ 1,466.00

PAY One thousand four hundred sixty six dollars and no cents — 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

⑈0023710⑈ ⑆071000013⑆ 632558805⑈

0023710

TAXPAYER ID/SSN NO. 75-6006608

IN FULL FOR The renewal and application fee of a pipeline easement in Section 10, Block 38, T-2-S, T&P RR Co. Survey, Midland County, Texas

	Rods	
13.78	rods @ $ 80	per rod = $ 466.00
Application Fee		= $ 1,000.00
Total		= $ 1,466.00

Targa Resources, LLC

License # 20-389-015

DEPT APPROVAL _____ DATE: _____

TARGA RESOURCES, LLC.

GL COMPANY 35041 GL ACCOUNT 552005 RC 121000 LOC _____

PROJECT NO _____ TASK Land & ROW/Easement

PROJECT NAME Com Renewal 2010-273

ENTERED THE ONE NET _____ DATE _____

City Council Meeting

Item Number: 22

Meeting Date: July 14, 2020

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way License between the City of Midland and Centurion Pipeline, LP, regarding City-owned property described as Section 7, Block 38, Township 1 South, T&P RR Co. Survey, Midland County, Texas. (UTILITIES)

Purpose:

Centurion Pipeline LP is requesting a thirty-foot-wide right of way to place a 20" steel construction, common carrier crude pipeline 2,063.73' in City owned fee simple right of way for future N. Fairgrounds road. This Right of Way License will also include two five foot wide right of ways for a 790.17' bore to cross Occidental Parkway and a 186.41' bore to cross future N. Fairgrounds Rd, pipeline will be encased when placed under each road section.

This Right-of-Way License is proposed for a single five (5) year period with the option for a single five (5) year renewal. Terms are consistent with the City's standard license for pipeline facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

Three Application fees (one time): $3,000

Annual Lease Rate (1) (125.00 rods x $20/rod): $2,501.40 per year
(2) Oxy Parkway bore (47.88 rods x $20/rod): $957.60
(3) N. Fairgrounds directional drill (11.3 rods x $20/rod): $400.00 minimum
Surface Damages: (1) (125.00rods x $10/rod): $1,250.10

Total collected this application: $6,859.00

Discussion:

This is a privately-owned, steel construction, oil pipeline running North South across private properties and in City fee simple owned property for use as future roadway sections and crossing a city owned road.

Pipeline, casing and bore shall be placed and maintained as per City of Midland road standards with a minimum 48” to top of casing under the existing portion of N. Fairgrounds Road and under Occidental Parkway.

Centurion Pipeline Certificate of Insurance is on file and up to date.

City Secretary will record Right of Way License.

City Manager’s Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date:	July15, 2020
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Robert Patrick, Assistant City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	Centurion Pipeline L.P.
Licensee's Representative:	Christopher Cantrell
Licensee's Mailing Address:	3600 W. Sam Houston Parkway South, Westchase Park II – Suite 500
Property:	See **Exhibits A, B and C** attached hereto and incorporated herein for all purposes.

Licensee desires use of property owned by Licensor in Midland County, Texas (the "Property"), for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Initial Term. This License shall be for a term of five (5) years (the "Initial Term"), commencing with the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Renewal Term. This License shall automatically renew at the end of the Initial Term for one (1) additional term of five (5) years, upon the written request of Licensee received by Licensor on or before one hundred twenty (120) days prior to the expiration of the Initial Term then in effect, subject to the express written consent of the governing body of Licensor.

C. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee

commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to cancel the License during the term of the License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of the License. All work and services under the License shall be suspended upon termination of the License becoming effective.

Upon termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred and eighty (180) days after termination of this License.

II. Financial Consideration

A. License Fee. The first year's license fee in the amount of THREE THOUSAND EIGHT HUNDRED FIFTY-NINE and No/100 Dollars ($3,859.00) shall be due and payable on or prior to the Commencement Date of this License ("License Fee"). Licensee's failure to make the License Fee payment within thirty (30) days after the License Fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%).

B. Surface Damage Fee. Licensee shall pay a one-time surface damage fee to Licensor in the amount of ONE THOUSAND TWO HUNDRED FIFTY and 10/100 Dollars ($1250.10), payable on or prior to the Commencement Date.

C. Annual Fee. Licensee shall pay to Licensor an annual fee in the amount of THREE THOUSAND EIGHT HUNDRED FIFTY-NINE and No/100 Dollars ($3,859.00), which shall be payable each year on or before the anniversary of the Commencement Date of this License.

D. Application Fee. At the same time the first year License Fee is due, Licensee shall pay a non-refundable one-time fee of THREE THOUSAND and No/100 Dollars ($3,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for the License.

E. Fee Adjustment. Prior to commencement of any renewal term, Licensor and Licensee shall negotiate in good faith to agree to an adjustment of the Annual Fee. If Licensor and Licensee are unable to reach an agreement regarding an adjustment to the Annual Fee, then the Annual Fee shall be determined by Licensor in its sole discretion, provided the new Annual Fee shall not exceed twenty-five percent (25%) of the Annual Fee paid for the last year of the Initial Term.

F. Delivery of Payment. The License Fee payment shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. The License Fee payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being thirty (30) feet in width of the pipeline location as shown on **Exhibit A** and five (5) feet in width of the pipeline locations as shown on **Exhibits B and C** attached hereto and incorporated herein for the purpose of boring, placing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline locations, three (3) steel construction pipelines, each not to exceed twenty (20) inches in diameter, for the transportation of crude oil and to have the right of ingress and egress at convenient points for such purpose.

B. Road Repair. Licensee covenants and agrees that it will repair any of Licensor's roads that Licensee damages on Licensor's property so that such roads will comply with Licensor's Standard Specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines and water meters owned by Licensor that Licensee, its employees, its agents or assigns, damage so that such water lines, sewer lines and water meters shall comply with the requirements of Licensor's Standard Specifications.

D. Depth. Licensee covenants and agrees that it will bury the pipeline(s) to be bored hereunder no less than forty-eight (48) inches in depth. All backfill used in burying such line shall be compacted to a density of ninety percent (90%), except where such pipeline(s) crosses under a paved or traveled portion of City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline(s) intersects with a City of Midland utility line location, the pipeline(s) shall be bored at a depth of a least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, the specifications shall be approved by Licensor's Representative.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or

cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE(S), CASING, OR COMPRESSOR STATION, ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS.** If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances to the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically revert to Licensor, its successors or assigns, free and clear of any right, title, or interest in Licensee, or any re-entry by Licensor.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, maintain, replace or remove any pipeline or casing system built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her approval. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day after repairs have begun.

J. Gates and Fences. Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed." Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express consent thereto in

writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace above the land covered by this License for any purpose allowed by law and deemed necessary by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through said right of way occupied by Licensee. In the event of such work in connection with said purposes it shall be deemed necessary by Licensor, at Licensor's sole discretion, to alter, change, adapt, conform or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor's City Council without any claim for reimbursement for the cost of the relocation or damages against Licensor. The relocation or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments.

IV. Standard General Conditions

A. Insurance. Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The parties agree that, prior to the execution of the License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. This decision shall be in Licensor's sole discretion.

Licensor shall be provided the notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required by Licensee, and name the City of Midland as an additional insured. Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND

LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSEE, LICENSEE'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY AND SAVE LICENSOR HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE(S), CASING SYSTEM, OR COMPRESSOR STATION DESCRIBED HEREIN.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSOR, LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY OF LICENSEE'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR ANY OF LICENSEE'S HANDLING, STORING, RELEASING, TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING, BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

C. Assignment. The rights granted by this License inure to the benefit of Licensee. The rights and privileges shall not be assignable by Licensee without the express written consent of Licensor's City Manager. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager.

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

E. Waiver of Attorney Fees. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO

WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LICENSE, THE CONSTRUCTION, OR INTERPRETATION, VALIDITY OR BREACH OF THE LICENSE. LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payment made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LICENSOR'S NEGLIGENCE.

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

I. Third Party Beneficiary. Licensor's approval of this License does not create a third party beneficiary. There is no third party beneficiary to this License. No person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

L. Consideration. The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties agree that this License does not constitute a License or Contract for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the greatest extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the

parties expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third party lacking privity to the License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, and maintain Licensor's facilities or structures described herein, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. This License does not require Licensee to construct, operate, repair, maintain, replace or remove any of Licensee's facilities or structures described herein. Licensee is not providing a service to Licensor but is providing a service to Licensee's customers. Licensee is paying Licensor for a temporary interest in real property not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Courtney Sharp, City Manager

ATTEST:

Amy M. Turner, City Secretary
APPROVED AS TO CONTENT AND COMPLETENESS:

Robert Patrick, Assistant City Manager

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

LICENSEE:
CENTURION PIPELINE L.P.

By: _____
Printed Name: Christopher Cantrell
Title: Manager of Right-of-Way

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this 30th day of June, 2020 personally appeared Christopher Cantrell an officer of Centurion Pipeline L.P. known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

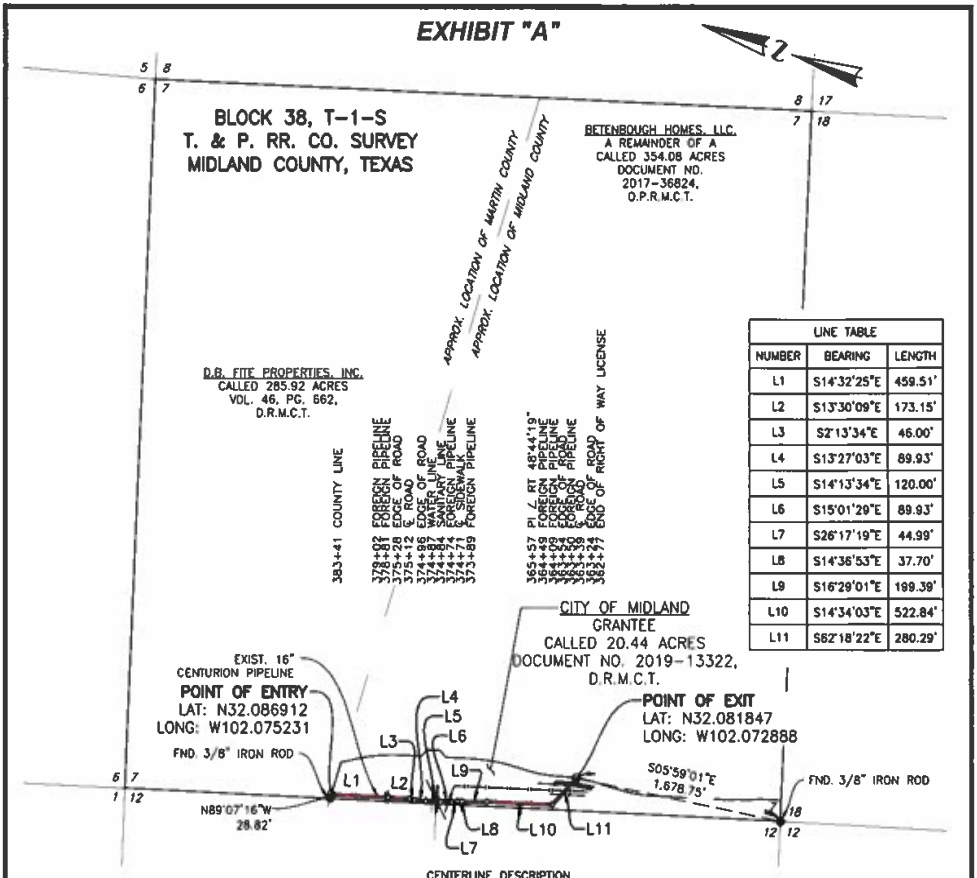
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of June, 2020.

RYAN MCREYNOLDS
Notary Public, State of Texas
Comm. Expires 12-29-2023
Notary ID 128836759

_____
Notary Public, State of TEXAS

Reference No. 20-329-023

EXHIBIT "A"



LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S14°32'25"E	459.51'
L2	S13°30'09"E	173.15'
L3	S2°13'34"E	46.00'
L4	S13°27'03"E	89.93'
L5	S14°13'34"E	120.00'
L6	S15°01'29"E	89.93'
L7	S26°17'19"E	44.99'
L8	S14°36'53"E	37.70'
L9	S16°29'01"E	199.39'
L10	S14°34'03"E	522.84'
L11	S62°18'22"E	280.29'

CENTERLINE DESCRIPTION

CENTERLINE DESCRIPTION OF A PROPOSED 30 FOOT WIDE RIGHT-OF-WAY LICENSE, CROSSING A CALLED 20.44 ACRE TRACT OF LAND TO THE CITY OF MIDLAND, AS RECORDED IN DOCUMENT NUMBER 2019-13322, DEED RECORDS, MIDLAND COUNTY, TEXAS AND BEING LOCATED IN SECTION 7, BLOCK 38, TOWNSHIP 1 SOUTH, T. & P. RAILROAD COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID 20.44 ACRE TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND BEARS N 89°07'16" W, A DISTANCE OF 28.82 FEET AT THE NORTHWEST CORNER OF SAID 20.44 ACRE TRACT, SAID POINT BEING 15' TO THE EAST OF THE WEST LINE OF SAID 30 FOOT LICENSE AND 15' TO THE WEST OF THE EAST LINE OF SAID 30 FOOT LICENSE;

THENCE, S 14°32'25" E, A DISTANCE OF 459.51 FEET TO A POINT, SAID POINT BEING 15' TO THE EAST OF THE WEST LINE OF SAID 30 FOOT LICENSE AND 15' TO THE WEST OF THE EAST LINE OF SAID 30 FOOT LICENSE;

THENCE, S 13°30'09" E, A DISTANCE OF 173.15 FEET TO A POINT, SAID POINT BEING 15' TO THE EAST OF THE WEST LINE OF SAID 30 FOOT LICENSE AND 15' TO THE WEST OF THE EAST LINE OF SAID 30 FOOT LICENSE;

THENCE, S 02°13'34" E, A DISTANCE OF 46.00 FEET TO A POINT, SAID POINT BEING 6' TO THE EAST OF THE WEST LINE OF SAID 30 FOOT LICENSE AND 24' TO THE WEST OF THE EAST LINE OF SAID 30 FOOT LICENSE;

THENCE, S 13°27'03" E, A DISTANCE OF 89.93 FEET TO A POINT, SAID POINT BEING 5.92' TO THE EAST OF THE WEST LINE OF SAID 30 FOOT LICENSE AND 24.08' TO THE WEST OF THE EAST LINE OF SAID 30 FOOT LICENSE;

THENCE, S 14°13'34" E, A DISTANCE OF 120.00 FEET TO A POINT, SAID POINT BEING 5.48' TO THE EAST OF THE WEST LINE OF SAID 30 FOOT LICENSE AND 24.52' TO THE WEST OF THE EAST LINE OF SAID 30 FOOT LICENSE;

THENCE, S 15°01'29" E, A DISTANCE OF 89.93 FEET TO A POINT, SAID POINT BEING 6' TO THE EAST OF THE WEST LINE OF SAID 30 FOOT LICENSE AND 24' TO THE WEST OF THE EAST LINE OF SAID 30 FOOT LICENSE;

THENCE, S 26°17'19" E, A DISTANCE OF 44.99 FEET TO A POINT, SAID POINT BEING 15.05' TO THE EAST OF THE WEST LINE OF SAID 30 FOOT LICENSE AND 14.95' TO THE WEST OF THE EAST LINE OF SAID 30 FOOT LICENSE;

THENCE, S 14°36'53" E, A DISTANCE OF 37.70 FEET TO A POINT, SAID POINT BEING 15' TO THE EAST OF THE WEST LINE OF SAID 30 FOOT LICENSE AND 15' TO THE WEST OF THE EAST LINE OF SAID 30 FOOT LICENSE;

THENCE, S 16°29'01" E, A DISTANCE OF 199.39 FEET TO A POINT, SAID POINT BEING 15' TO THE EAST OF THE WEST LINE OF SAID 30 FOOT LICENSE AND 15' TO THE WEST OF THE EAST LINE OF SAID 30 FOOT LICENSE;

THENCE, S 14°34'03" E, A DISTANCE OF 522.84 FEET TO A POINT, SAID POINT BEING 15' TO THE EAST OF THE WEST LINE OF SAID 30 FOOT LICENSE AND 15' TO THE WEST OF THE EAST LINE OF SAID 30 FOOT LICENSE;

THENCE, S 62°18'22" E, A DISTANCE OF 280.29 FEET TO A POINT IN THE EAST LINE OF SAID 20.44 ACRE TRACT, SAID POINT BEING 15' TO THE NORTH OF THE SOUTH LINE OF SAID 30 FOOT LICENSE AND 15' TO THE SOUTH OF THE NORTH LINE OF SAID 30 FOOT LICENSE, BEING COMMON WITH THE WEST LINE OF A REMAINDER OF A CALLED 354.08 ACRE TRACT OF LAND TO BETENBOUGH HOMES, LLC., AS RECORDED IN DOCUMENT NUMBER 2017-36824, OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, FOR THE END OF THIS RIGHT-OF-WAY LICENSE, FROM WHICH A 3/8-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 20.44 ACRE TRACT BEARS S 05°59'01" E, A DISTANCE OF 1,678.75 FEET.

TOTAL LENGTH OF RIGHT-OF-WAY LICENSE EQUALS 2,063.73 FEET OR 125.07 RODS.

NOTES

1. ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE-4203, NORTH AMERICAN DATUM OF 1983, EPOCH 2010, GEOID12B, U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
2. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY AUDUBON FIELD SOLUTIONS. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE: EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
3. THIS LICENSE PLAT IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.

0' 500' 1,000'
GRAPHIC SCALE IN FEET

LEGEND

●	FOUND MONUMENT
—X—X—	FENCE
	SECTION LINE
	PROPERTY LINE
	RIGHT-OF-WAY LICENSE LINE
O.P.R.M.C.T.	DENOTES OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
D.R.M.C.T.	DENOTES DEED RECORDS OF MIDLAND COUNTY, TEXAS

I, LEONARD C. DAWKIN, DO HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE ON THE GROUND THIS DATE BY AUDUBON FIELD SOLUTIONS AND THAT THIS PLAT ACCURATELY DEPICTS THE EVIDENCE AS FOUND BY THIS SURVEY.

2020.06.30
11:43:57-05'00'

LEONARD C. DAWKIN
R.P.L.S. No. 5339

STATE OF TEXAS
REGISTERED
LEONARD C. DAWKIN
5339
PROFESSIONAL
LAND SURVEYOR

audubon
10205 Westheimer Road Houston, TX 77042 281.669.0590
TBPLS FIRM NO. 10193987

Centurion Pipeline L.P.

PROJECT AUGUSTUS

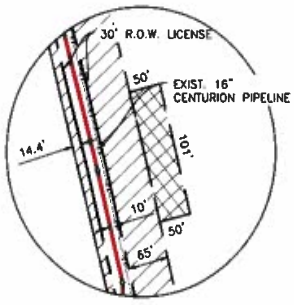
PIPELINE RIGHT-OF-WAY LICENSE

CROSSING
SECTION 7, BLOCK 38, T-1-S
T. & P. RR. CO. SURVEY
MIDLAND COUNTY, TEXAS

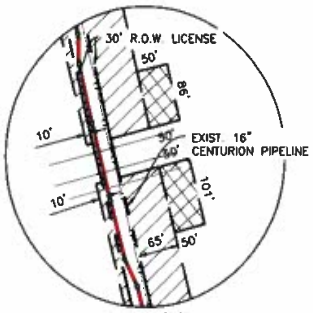
SCALE: 1" = 1,000'	PROJECT NO.: 021088-S
DATE: 06/25/20	DRAWN BY: JMG
FILE: TX-MD-025.001	SHT 1 OF 2

BLOCK 38, T-1-S
T. & P. RR. CO. SURVEY
MIDLAND COUNTY, TEXAS

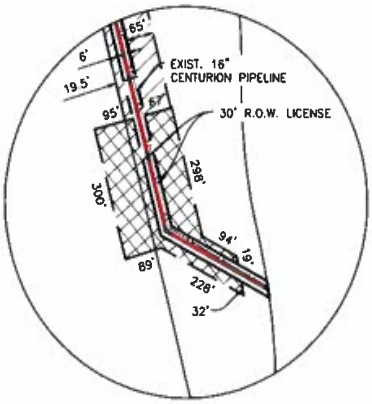
EXHIBIT "A"



DETAIL 'A'
SCALE: 1"=200'



DETAIL 'B'
SCALE: 1"=200'



DETAIL 'C'
SCALE: 1"=300'

LEGEND

●	FOUND MONUMENT
—X—X—	FENCE
	SECTION LINE
	PROPERTY LINE
	RIGHT-OF-WAY LICENSE LINE
O.P.R.M.C.T.	DENOTES OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
D.R.M.C.T.	DENOTES DEED RECORDS OF MIDLAND COUNTY, TEXAS
	TEMPORARY WORKSPACE
	ADDITIONAL TEMPORARY WORKSPACE

NOTES

1. ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE-4203, NORTH AMERICAN DATUM OF 1983, EPOCH 2010, GEOID12B, U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.
2. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY AUDUBON FIELD SOLUTIONS. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
3. THIS LICENSE PLAT IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.

I, LEONARD C. DAWKIN, DO HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE ON THE GROUND THIS DATE BY AUDUBON FIELD SOLUTIONS AND THAT THIS PLAT ACCURATELY DEPICTS THE EVIDENCE AS FOUND BY THIS SURVEY.

2020.06.30
11:44:13-05'00'

LEONARD C. DAWKIN
R.P.L.S. No. 5339

STATE OF TEXAS
REGISTERED
LEONARD C. DAWKIN
5339
PROFESSIONAL
LAND SURVEYOR

audubon
10205 Westheimer Road Houston, TX 77042 281.669.0590
TBPLS FIRM NO. 10193987

Centurion Pipeline L.P.

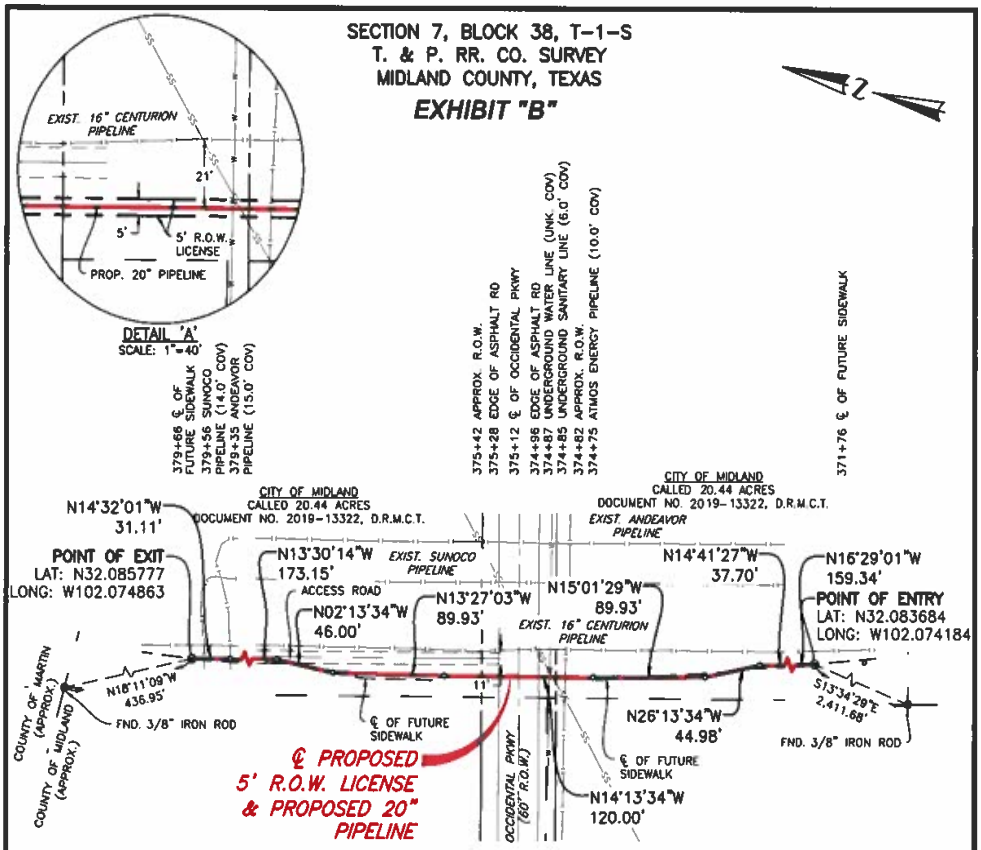
PROJECT AUGUSTUS

PIPELINE RIGHT-OF-WAY LICENSE

CROSSING
SECTION 7, BLOCK 38, T-1-S
T. & P. RR. CO. SURVEY
MIDLAND COUNTY, TEXAS

SCALE: AS SHOWN	PROJECT NO.: 021088-S
DATE: 06/25/20	DRAWN BY: JMO
FILE: TX-MD-025.001	SHT 2 OF 2

SECTION 7, BLOCK 38, T-1-S
T. & P. RR. CO. SURVEY
MIDLAND COUNTY, TEXAS
EXHIBIT "B"



CENTERLINE DESCRIPTION

CENTERLINE DESCRIPTION OF A PROPOSED 5 FOOT WIDE RIGHT-OF-WAY LICENSE, BEING 2.5 FEET LEFT AND 2.5 FEET RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE, CROSSING OCCIDENTAL PARKWAY (60 FEET WIDE), AS RECORDED IN CAB L, PG. 156 IN THE PLAT RECORDS, MIDLAND COUNTY, TEXAS, BEING LOCATED IN SECTION 7, BLOCK 38, TOWNSHIP 1 SOUTH, T. & P. RAILROAD COMPANY SURVEY, MIDLAND COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF ENTRY WITHIN A 20.44 ACRE TRACT OF LAND, RECORDED IN A DEED UNDER DOCUMENT NO. 2019-13322 IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS, FROM WHICH A 3/8-INCH IRON ROD FOUND BEARS S 13°34'29" E, A DISTANCE OF 2,411.68 FEET AT THE SOUTHWEST CORNER OF SAID 20.44 ACRE TRACT OF LAND;

THENCE, N 16°29'01" W, A DISTANCE OF 159.34 FEET TO A POINT;

THENCE, N 14°41'27" W, A DISTANCE OF 37.70 FEET TO A POINT;

THENCE, N 26°13'34" W, A DISTANCE OF 44.98 FEET TO A POINT;

THENCE, N 15°01'29" W, A DISTANCE OF 89.93 FEET TO A POINT;

THENCE, N 14°13'34" W, A DISTANCE OF 120.00 FEET TO A POINT;

THENCE, N 13°27'03" W, A DISTANCE OF 89.93 FEET TO A POINT;

THENCE, N 02°13'34" W, A DISTANCE OF 46.00 FEET TO A POINT;

THENCE, N 13°30'14" W, A DISTANCE OF 173.15 FEET TO A POINT;

THENCE, N 14°32'01" W, A DISTANCE OF 31.11 FEET TO THE POINT OF EXIT, FOR THE **END OF THIS RIGHT-OF-WAY LICENSE**, FROM WHICH A 3/8-INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID 20.44 ACRE TRACT OF LAND, BEARS N 18°11'09" W, A DISTANCE OF 436.95 FEET.

TOTAL LENGTH OF RIGHT-OF-WAY LICENSE EQUALS 792.15 FEET OR 48.01 RODS.

NOTES

1. ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE-4203, NORTH AMERICAN DATUM OF 1983, EPOCH 2010, GEOID12B, U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.
2. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY AUDUBON FIELD SOLUTIONS. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
3. THIS LICENSE PLAT IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.

0' 50' 100'
GRAPHIC SCALE IN FEET

SPECIFICATIONS OF PROPOSED 20" LINE

PRODUCT: CRUDE OIL
CROSSING METHOD: CONVENTIONAL BORE
DEPTH OF COVER: 7' MINIMUM
NO. OF PIPELINES TO BE INSTALLED UNDER ROW: ONE(1)

LEGEND

- FOUND MONUMENT
- FENCE
- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LICENSE LINE
- O.P.R.M.C.T. — DENOTES OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
- O.R.M.C.T. — DENOTES DEED RECORDS OF MIDLAND COUNTY, TEXAS
- TEMPORARY WORKSPACE
- ADDITIONAL TEMPORARY WORKSPACE

I, LEONARD C. DAWKIN, DO HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE ON THE GROUND THIS DATE BY AUDUBON FIELD SOLUTIONS AND THAT THIS PLAT ACCURATELY DEPICTS THE EVIDENCE AS FOUND BY THIS SURVEY.

2020.06.30
11:45:04-05'00'

LEONARD C. DAWKIN
R.P.L.S. No. 5339

STATE OF TEXAS
REGISTERED
LEONARD C. DAWKIN
5339
PROFESSIONAL
LAND SURVEYOR

audubon
10205 Westheimer Road Houston, TX 77042 281.669.0590
TBPLS FIRM NO. 10193987

Centurion Pipeline L.P.

PROJECT AUGUSTUS

PIPELINE RIGHT-OF-WAY LICENSE

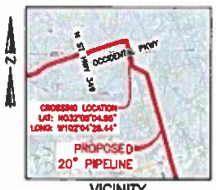
CROSSING OCCIDENTAL PKWY WITHIN
SECTION 7, BLOCK 38, T-1-S
T & P RR CO. SURVEY, A-150
MIDLAND COUNTY, TEXAS

SCALE: 1"=100'	PROJECT NO.: 021088-3
DATE: 06/25/20	DRAWN BY: JSF
FILE: TX-MD-025.002RD	SHT 1 OF 1

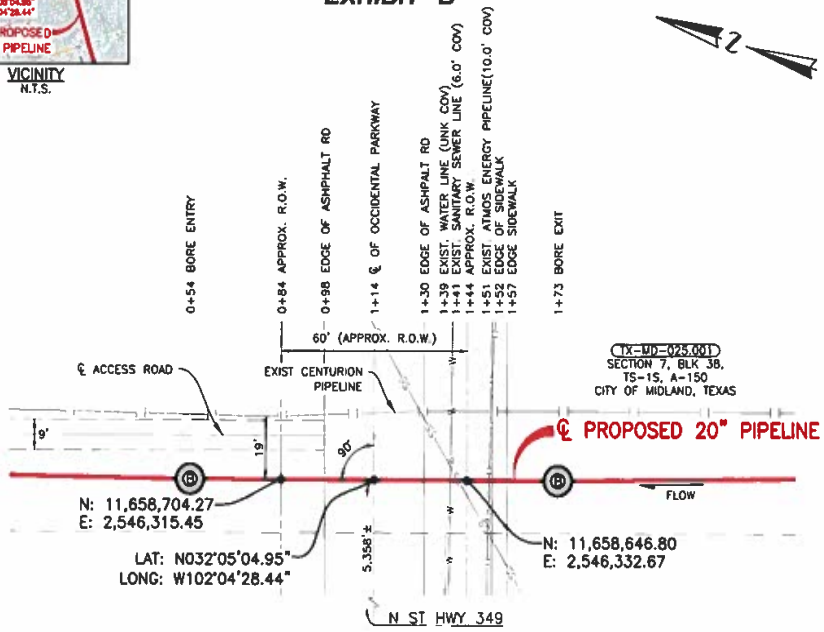
MIDLAND COUNTY, TEXAS

T & P RR. CO. , SURVEY A-150
SECTION 7, BLOCK 38, TOWNSHIP 1S
TRACT NO. TX-MD-025.002RD

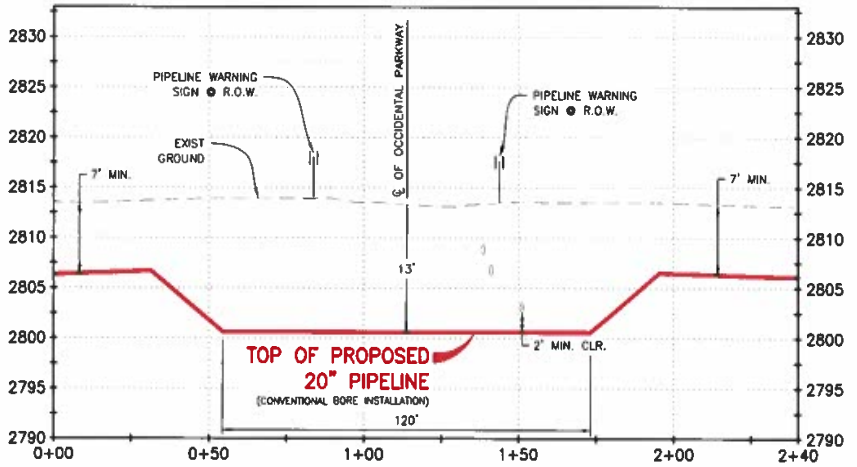
EXHIBIT "B"



VICINITY
N.T.S.



PLAN
SCALE: 1"=40'



PROFILE
SCALE: HORZ 1"=40'
VERT 1"=10'

SPECIFICATIONS

PRODUCT
CRUDE OIL

CARRIER PIPE
20" O.D. x 0.500" W.T., X-65, API 5L, PSL-2, HFW
14-16 MILS FBE & 40 MILS ARO
CATHODIC PROTECTION: RECTIFIED IMPRESSED CURRENT
MAOP 1,480 PSIG RATING
MIN. TEST PRESSURE 1,850 PSIG

METHOD OF INSTALLATION
CONVENTIONAL BORE

MINIMUM DEPTH OF COVER
BAR DITCH: 7' MINIMUM

DESIGN SPECIFICATIONS COMPLY WITH U.S. DOT 49 CFR PART 195: TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE.

TOTAL DISTANCE
R.O.W. 60 FEET
BORE: 120 FEET

NOTES:

BEARINGS AND DISTANCES ARE REFERENCED TO THE UNIVERSAL TRAVERSE MERCATOR COORDINATE SYSTEM, ZONE-13, NORTH AMERICAN DATUM 1983 (2011) EPOCH 2010, GEOID12B, U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.

VERTICAL DATUM IS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) GPS OBSERVATIONS.

THE CONTRACTOR SHALL ASCERTAIN AND VERIFY THE TRUE LOCATION AND ELEVATION OF UNDERGROUND UTILITY PIPES AND/OR STRUCTURES PRIOR TO THE START OF CONSTRUCTION AND LOCATE AND PROTECT UTILITY LINES AND STRUCTURES WHETHER SHOWN OR NOT.

STATE OF TEXAS
ROBERT W. GUERRERO
76653
REGISTERED
PROFESSIONAL ENGINEER
6/30/20

0 40 80'
Scale: 1" = 40'

Centurion Pipeline L.P.

audubon

REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
3	REVISED ROUTE	DVC	06/25/20	AFS	AFS
2	REVISED MIN. DEPTH OF COVER	JMG	06/09/20	AFS	AFS
1	ISSUED	DVC	06/04/20	AFS	AFS
0	ISSUED	JMG	05/15/20	AFS	AFS

PROJECT NO. 021069-S

AUGUSTUS PIPELINE
PERMIT

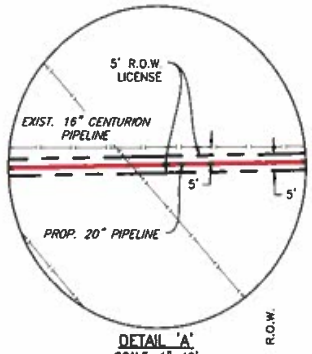
PROPOSED 20" PIPELINE
CROSSING OCCIDENTAL PARKWAY

MIDLAND COUNTY TEXAS

DRAWN BY	CHK'D BY	
JMG	AFS	021069S-AFS-DW-P3015
SCALE 1"=40'	APP'VD BY AFS	
DATE 05/07/20	REVISION 3	SHEET 1 OF 1

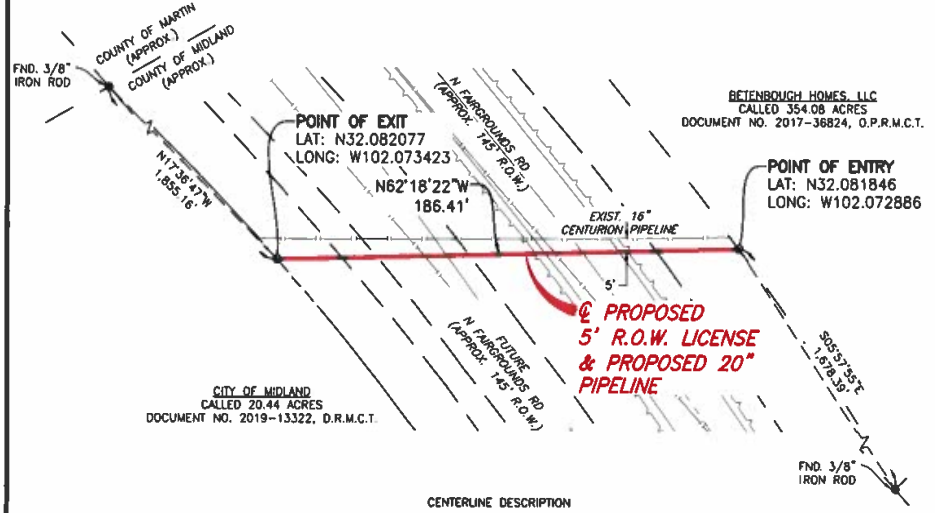
SECTION 7, BLOCK 38, T-1-S
T. & P. RR. CO. SURVEY
MIDLAND COUNTY, TEXAS

EXHIBIT "C"



DETAIL 'A'
SCALE: 1"=40'

364+63 APPROX. R.O.W.
364+37 ℄ OF FUTURE SIDEWALK
364+22 EDGE OF FUTURE RD
364+03 ONEOK PIPELINE (8.0' COV)
363+94 TOE OF SLOPE
363+85 EDGE OF FUTURE RD
363+58 TOP OF SLOPE
363+54 EDGE OF ASPHALT RD
363+50 NUSTAR PIPELINE (13.0' COV)
363+39 ℄ OF N FAIRGROUNDS RD
363+24 EDGE OF ASPHALT RD
363+21 TOP OF SLOPE
363+09 ℄ OF FUTURE SIDEWALK
362+76 APPROX. R.O.W./PROPERTY LINE



CENTERLINE DESCRIPTION

CENTERLINE DESCRIPTION OF A PROPOSED 5 FOOT WIDE RIGHT-OF-WAY LICENSE, BEING 2.5 FEET LEFT AND 2.5 FEET RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE, CROSSING NORTH FAIRGROUNDS ROAD (APPROXIMATE 145 FOOT R.O.W.), BEING WITHIN A CALLED 20.44 ACRE TRACT OWNED BY THE CITY OF MIDLAND AS RECORDED IN DOCUMENT NUMBER 2019-13322, DEED RECORDS, MIDLAND COUNTY, TEXAS, BEING LOCATED IN SECTION 7, BLOCK 38, TOWNSHIP 1 SOUTH, T. & P. RAILROAD COMPANY SURVEY, MIDLAND COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST R.O.W. LINE OF SAID NORTH FAIRGROUNDS ROAD, FROM WHICH A 3/8-INCH IRON ROD FOUND BEARS S 05°57'55" E, 1,678.39 FEET AT THE SOUTHWEST CORNER OF SAID 20.44 ACRE TRACT;

THENCE, N 62°18'22" W, A DISTANCE OF 186.41 FEET TO A POINT IN THE WEST R.O.W. LINE OF SAID NORTH FAIRGROUNDS ROAD, FOR THE END OF THIS RIGHT-OF-WAY LICENSE, FROM WHICH A 3/8-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 20.44 ACRE TRACT, BEARS N 17°36'47" W, 1,855.16 FEET.

TOTAL LENGTH OF RIGHT-OF WAY LICENSE EQUALS 186.41 FEET OR 11.30 RODS.

SPECIFICATIONS OF PROPOSED 20" LINE

PRODUCT: CRUDE OIL
CROSSING METHOD: CONVENTIONAL BORE
DEPTH OF COVER: 7' MINIMUM
NO. OF PIPELINES TO BE INSTALLED UNDER ROW: ONE(1)

NOTES

1. ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE-4203, NORTH AMERICAN DATUM OF 1983, EPOCH 2010, GEOID12B, U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.
2. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY AUDUBON FIELD SOLUTIONS. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE: EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
3. THIS LICENSE PLAT IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.

0' 25' 50'
GRAPHIC SCALE IN FEET

LEGEND

- FOUND MONUMENT
- X—X— FENCE
- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LICENSE LINE
- O.P.R.M.C.T. DENOTES OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
- O.R.M.C.T. DENOTES DEED RECORDS OF MIDLAND COUNTY, TEXAS
- TEMPORARY WORKSPACE
- ADDITIONAL TEMPORARY WORKSPACE

I, LEONARD C. DAWKIN, DO HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE ON THE GROUND THIS DATE BY AUDUBON FIELD SOLUTIONS AND THAT THIS PLAT ACCURATELY DEPICTS THE EVIDENCE AS FOUND BY THIS SURVEY.

2020.06.30
11:46:45-05'00'

LEONARD C. DAWKIN
R.P.L.S. No. 5339

STATE OF TEXAS
REGISTERED
LEONARD C. DAWKIN
5339
PROFESSIONAL
LAND SURVEYOR

audubon
10205 Westheimer Road Houston, TX 77042 281.669.0590
TBPLS FIRM NO. 10193987

Centurion Pipeline L.P.

PROJECT AUGUSTUS

PIPELINE RIGHT-OF-WAY LICENSE

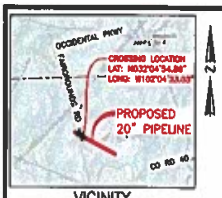
CROSSING N FAIRGROUNDS RD WITHIN
SECTION 7, BLOCK 38, T-1-S
T & P RR CO. SURVEY, A-150
MIDLAND COUNTY, TEXAS

SCALE: 1"=50'	PROJECT NO.: 021088-S
DATE: 06/25/20	DRAWN BY: JSF
FILE: TX-MD-025.001RD	SHT 1 OF 1

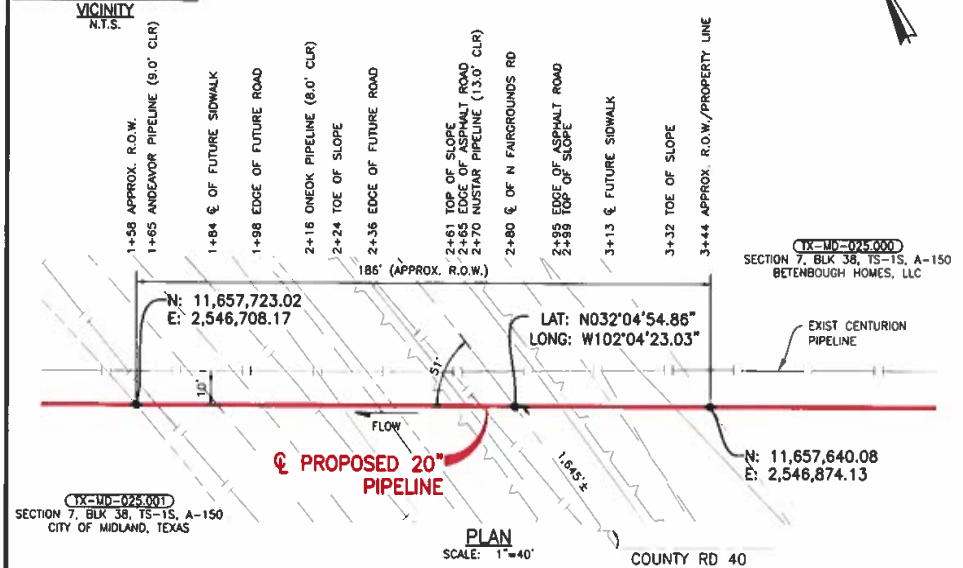
MIDLAND COUNTY, TEXAS

T & P RR CO. SURVEY, A-150
SECTION 7, BLOCK 38, TOWNSHIP 1S
TRACT NO. TX-MD-025.001RD

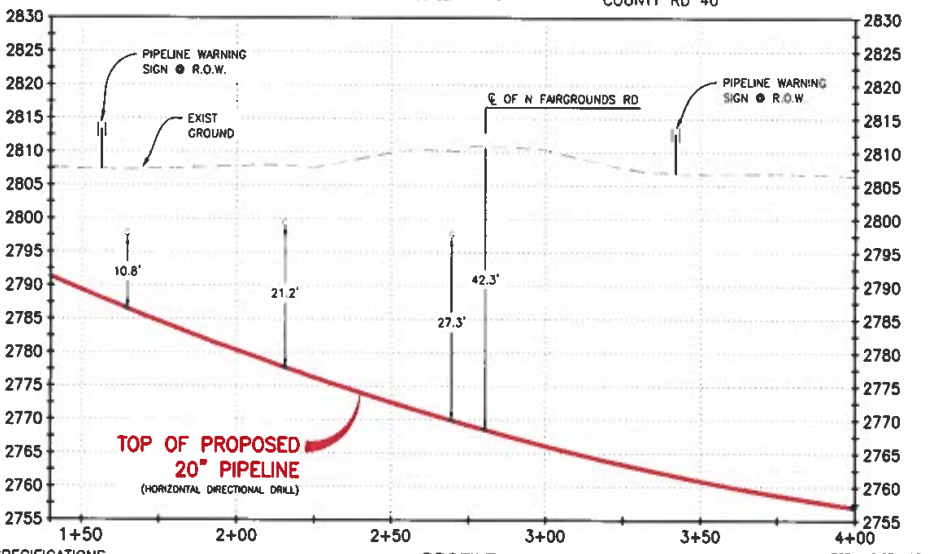
EXHIBIT "C"



VICINITY
N.T.S.



PLAN
SCALE: 1"=40'



PROFILE
SCALE: HORZ 1"=40'
VERT 1"=20'

TOTAL DISTANCE
R.O.W.: 74 FEET

SPECIFICATIONS

PRODUCT
CRUDE OIL

CARRIER PIPE
20" O.D. x 0.500" W.T., X-65, API 5L, PSL-2, HFW
14-16 MILS FBE & 40 MILS ARO
CATHODIC PROTECTION: RECTIFIED IMPRESSED CURRENT
MAOP 1,480 PSIG RATING
MIN. TEST PRESSURE 1,850 PSIG

METHOD OF INSTALLATION
HORIZONTAL DIRECTIONAL DRILL

MINIMUM DEPTH OF COVER
BAR DITCH: 7' MINIMUM

DESIGN SPECIFICATIONS COMPLY WITH U.S. DOT 49 CFR PART 195: TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE.

STATE OF TEXAS
ROBERT W. GUERRERO
76853
REGISTERED
PROFESSIONAL ENGINEER
6/30/2020

0 40' 80'
Scale: 1" = 40'

NOTES:

BEARINGS AND DISTANCES ARE REFERENCED TO THE UNIVERSAL TRAVERSE MERCATOR COORDINATE SYSTEM, ZONE-13, NORTH AMERICAN DATUM 1983 (2011) EPOCH 2010, GEOID12B, U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.

VERTICAL DATUM IS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) GPS OBSERVATIONS.

THE CONTRACTOR SHALL ASCERTAIN AND VERIFY THE TRUE LOCATION AND ELEVATION OF UNDERGROUND UTILITY PIPES AND/OR STRUCTURES PRIOR TO THE START OF CONSTRUCTION AND LOCATE AND PROTECT UTILITY LINES AND STRUCTURES WHETHER SHOWN OR NOT.

Centurion Pipeline L.P.

audubon

REV	DESCRIPTION	BY	DATE	CHK'D	APPR.
1	ADDED FUTURE FEATURES	JMG	06/06/20	AFS	AFS
0	ISSUED	JP	05/26/20	AFS	AFS

PROJECT NO. 021069-S

AUGUSTUS PIPELINE
PERMIT

PROPOSED 20" PIPELINE
CROSSING N. FAIRGROUNDS RD

MIDLAND COUNTY TEXAS

DRAWN BY JP | CHK'D BY AFS | APPV'D BY AFS
SCALE 1"=40' | DATE 05/11/20

021069S-AFS-DW-P3016

REVISION 0 | SHEET 1 OF 1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Heather Cameron
Bowen, Miclette & Britt Insurance Agency, LLC 1111 North Loop West, #400 Houston TX 77008	PHONE (A/C, No, Ext): 713-880-7100 FAX (A/C, No): 713-880-7166 E-MAIL ADDRESS: hcameron@bmbinc.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Centurion Pipeline L.P. 2200 East County Road 90 Suite 395 Midland TX 79706 LOTUSMIDST	INSURER A : Hartford Fire Ins Co.	19682
	INSURER B : National Fire & Marine Ins Co	20079
	INSURER C : Hartford Underwriters Ins Co	30104
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 395923139 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y	Y	61UEJHH5861	9/28/2019	9/28/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL Ea. Claim/AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ Included $ 1MM/2MM
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY		Y	61UEJHH5860	9/28/2019	9/28/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE X DED RETENTION $ 25,000	Y	Y	42UMO30620702	9/28/2019	9/28/2020	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		61WEHAB9YOU	9/28/2019	9/28/2020	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: certificates@bmbinc.com

General Liability:
Blanket additional insured Ongoing Operations per form # HG 00 01 09 16
Blanket additional insured Completed Operations per form # HG 00 01 09 16
Blanket waiver of subrogation per form # CG 24 04 05 09
See Attached...

CERTIFICATE HOLDER

City of Midland
300 N. Loraine
Midland TX 78701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PACKET
22.1139
July 14, 2020

AGENCY CUSTOMER ID: LOTUSMIDST

LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Bowen, Miclette & Britt	Centurion Pipeline L.P. 2200 East County Road 90 Suite 395 Midland TX 79706
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

Blanket primary/non-contributory per form # HG 00 01 09 16

Automobile:
Blanket additional insured per form # HA 99 16 03 12
Blanket waiver of subrogation per form # HA 99 16 03 12
Blanket primary/non-contributory per form # HA 99 16 03 12

Worker's Compensation:
Blanket waiver of subrogation per form # WC 42 03 04 B

Umbrella:
Blanket additional insured per form # ULP-UM-002-02/2014
Blanket waiver of subrogation per form # CL-UN-045-10/ 2016
Blanket primary/non-contributory per form # CLP-UN-065-10/2013

Certificate Holder Includes: City of Midland

ACORD 101 (2008/01)

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2020-122

City Council Meeting

Item Number: 23

Meeting Date: July 14, 2020

To: City Council / City Manager

From: Carl Craigo, Director

Subject: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE RIGHT-OF-WAY LICENSE AGREEMENTS (UTILITIES)

Purpose:

The City Manager, or the City Manager's designee, will negotiate, amend and execute right-of-way license agreements on City owned land/ROW.

Recommended City Council Action:
Approve

Fiscal Impact:

ROW license are set costs depending on activity, fees follow the University Lands advertised rate and damage schedule numbers.

Discussion:

Different utilities, companies and pipelines at times reach out to be able to use the City's ROW to cross from one parcel of land to another. ROW licenses are prepared by the City legal department and negotiated by the ROW manager. This resolution will provide for better customer service while moving the licensing through the City departments.

Robert Patrick

City Manager's Office

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE RIGHT-OF-WAY LICENSE AGREEMENTS

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to negotiate and execute right-of-way license agreements;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager, or the City Manager's designee, is hereby authorized to negotiate and execute right-of-way license agreements.

SECTION TWO. That the City Manager, or the City Manager's designee, is hereby authorized to negotiate and execute any and all related agreements, amendments, legal instruments or documents necessary and appropriate to effectuate each such right-of-way license agreement.

SECTION THREE. A copy of each such executed right-of-way license agreement shall be placed on file by the City Manager, or the City Manager's designee, in the City Secretary's Office.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Robert Patrick, Assistant City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

S:\Resolutions\Utilities\Right of Way\ROW Agreement Execution.wpd

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE RIGHT-OF-WAY LICENSE AGREEMENTS

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to negotiate and execute right-of-way license agreements;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager, or the City Manager's designee, is hereby authorized to negotiate and execute right-of-way license agreements.

SECTION TWO. That the City Manager, or the City Manager's designee, is hereby authorized to negotiate and execute any and all related agreements, amendments, legal instruments or documents necessary and appropriate to effectuate each such right-of-way license agreement.

SECTION THREE. A copy of each such executed right-of-way license agreement shall be placed on file by the City Manager, or the City Manager's designee, in the City Secretary's Office.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Robert Patrick, Assistant City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

S:\Resolutions\Utilities\Right of Way\ROW Agreement Execution.wpd

City Council Meeting

Item Number: 24
Meeting Date: July 14, 2020
To: City Council / City Manager
From: Carl Craigo, Director
Subject: RESOLUTION AMENDING THE WATER CONSERVATION PLAN FOR THE CITY OF MIDLAND, TEXAS (UTILITIES)

Purpose:

Consider a Resolution adopting the 2020 Water Conservation Plan for the City of Midland.

Recommended City Council Action:

Approve

Fiscal Impact:

No additional fiscal impact

Discussion:

During the 2007 Legislative Session, Section 13.146 of the Texas Water Code requirements were developed for the submission of water conservation plans. These plans were required to be adopted and submitted prior to May 1, 2009. The City's current conservation plan was adopted September 8, 2015 by resolution 2015-307. In addition to the requirement for a conservation plan the code also requires the plan to be reviewed and updated once every five years thereafter and for the entity to report annually on the progress of program implementation. This Conservation Plan is the 5 year update from the previous adopted plan.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AMENDING THE WATER CONSERVATION PLAN FOR THE CITY OF MIDLAND, TEXAS

WHEREAS, the City, by resolution No. 2015-307, adopted the current Water Conservation Plan on September 8, 2015; and

WHEREAS, Section 13.146 of the Texas Water Code requires water conservation plans to be reviewed and updated every five years; and

WHEREAS, the City Council finds it to be in the public interest for the City to amend the Water Conservation Plan for the City of Midland, Texas, so as to comply with legislative requirements;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

THAT the Water Conservation Plan for the City of Midland, Texas, is hereby amended, said plan being on file in the City Secretary's office referenced by the date and number of this resolution.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

WATER CONSERVATION PLAN
FOR THE
CITY OF MIDLAND, TEXAS

June, 2020

Water Conservation Plan for City of Midland

June, 2020

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1. INTRODUCTION AND OBJECTIVES

Recognizing the need for efficient use of existing water supplies, the Texas Commission on Environmental Quality (TCEQ) has developed guidelines and requirements governing the development of water conservation plans for public water suppliers.

The objectives of this water conservation plan are as follows:

- To reduce water consumption from the levels that would prevail without conservation efforts.
- To reduce the loss and waste of water.
- To improve efficiency in the use of water.
- To document the level of recycling and reuse in the water supply.
- To extend the life of current water supplies by reducing the rate of growth in demand.

The water conservation plan presented in this document includes all of the elements required by TCEQ. It includes the following:

- A water utility profile.
- Five- and ten-year goals for per capita water use.
- A schedule for implementing the plan
- A continuous program of leak protection, repair and water loss accounting
- A program of continuing education and information regarding water conservation
- A resolution approving the plan.

2. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES

2.1 Conservation Plans

The Texas Commission on Environmental Quality (TCEQ) rules governing development of water conservation plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 of the Texas Administrative Code, which is included in Appendix B.

3. WATER UTILITY PROFILE

Appendix C to this water conservation plan is a City of Midland water utility profile based on the format recommended by the TCEQ.

4. SPECIFICATION OF WATER CONSERVATION GOALS

The goals for this water conservation plan include the following:

- Strive to attain the per capita municipal water use below the specified amount in gallons per capita per day using a 5-year rolling average calculation.
- Conduct water audits as required by the TCEQ and maintain unaccounted for water to ten (10) percent of the total water used through existing and new maintenance programs.
- Raise public awareness of water conservation and encourage responsible public behavior by a public education and information programs.

4.1 Five- and Ten-Year Goals

Water Conservation plans must include quantitative five- and ten-year goals for water savings to include goals for water loss programs and goals for "municipal use in gallons per capita per day"

Water Conservation Plan Goals Table
TWDB Form No.1964
Revised 12/14/2012 1:53 PM

Texas Water Development Board

WATER CONSERVATION PLAN
5- AND 10-YR GOALS FOR WATER SAVINGS

Facility Name: _____

Water Conservation Plan Year: _____

	Historic 5yr Average	Baseline	5-yr Goal for year _____	10-yr Goal for year _____
Total GPCD[1]	152	152	147	142
Residential GPCD[2]	99	99	94	81
Water Loss (GPCD)[3]	10	10	7	6
Water Loss (Percentage)[4]	7%	7%	5%	4%

1. Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365
2. Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365
3. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365
4. Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

4.2 Quantification of the Water Conservation Goals

Method	Most Likely Savings 5-Year (GPCD)	Most Likely Savings 10-Year (GPCD)
Reduction in unaccounted-for uses	0.3	0.3
Reduction in indoor water use due to water-Conserving plumbing fixtures	0.3	0.3
Reduction in seasonal use	3.5	3.5
Reduction in water use due to public education	1.5	1.5
Total Technical Potential for Reducing per Capita Water Use	5.5	5.5

* Subtract these totals from the dry-year per capita use to calculate the long-run planning goal.

Planning Goal
The planning goal equals the dry-year per capita water use minus the total technical potentials calculated in number one above.

	5-Year	10-Year
Planning goal (in GPCD)	180.0	175.0
Goal to be achieved by year:	2025	2030

Needed reduction in per capita use to meet planning goal (GPCD)

	5- Year	10-Year
Dry-year per capita use:	186	180
Planning goal (from #2 above):	180	175
Difference between current use and goal:	6	5

(Represents needed reduction in per capita use to meet goal.)

5. METERING, WATER USE RECORDS, CONTROL OF UNACCOUNTED WATER, AND LEAK DETECTION AND REPAIR

One of the key elements in water conservation is careful tracking of water use and control of losses through illegal diversions and leaks. Careful metering of water deliveries and water use, detection and repair of leaks in the distribution system and regular monitoring of unaccounted water are important in controlling losses. The City of Midland has meters on all incoming raw water sources and treated water pumping stations, backwash and recycle flows at the treatment facilities. All meters are calibrated according to Texas Administrative Code 290.46 (s) (1).

5.1 Metering Testing, Repair, and Replacement Initiatives

All customers of the City of Midland are metered.

The City tests and replaces their customer meters on a regular basis. All customer meters are replaced on an 8-year cycle. In 2018 the City of Midland started replacing older water meters with Automated Metering Infrastructure (AMI) in order to improve customer service and operational efficiencies, reduce non-revenue water loss and more accurately measure and conserve resources. To date the City of Midland has replaced 30% or 15,000 of the 50,000 total meters in service. We expect to have 100% replaced by June 2023.

5.2 Record Management System

As required by TAC Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2(a)(2)(B), the record management system will allow for the separation of water sales and uses into residential, commercial, public/institutional, and industrial categories.

The City of Midland upgraded present record management software in March of this year. NorthStar which provides us up to date information meeting the aforementioned rule requirements.

5.3 Determination and Control of Unaccounted Water

Unaccounted water is the difference between water delivered to customers and metered deliveries to customers plus authorized but unmetered uses. (Authorized but unmetered uses would include use for fire fighting, releases for flushing of lines, and uses associated with new construction.) Unaccounted water can include several categories:

- Inaccuracies in customer meters. (Customer meters tend to run more slowly as they age and under-report actual use.)
- Accounts which are being used but have not yet been added to the billing system.
- Losses due to water main breaks and leaks in the water distribution system.
- Losses due to illegal connections and theft.
- Other.

Measures to control unaccounted water are part of the routine operations of water suppliers. Water audits are useful methods of accounting for water usage within a system. Water audits will be conducted by water suppliers in order to decrease water loss. Maintenance crews and personnel will look for and report evidence of leaks in the water distribution system. Meter readers are asked to watch for and report signs of illegal connections, so they can be addressed quickly. Unaccounted water calculated as part of the utility profile and is included in Appendix C.

5.4 Leak Detection and Repair

City crews and personnel will look for and report evidence of leaks in the water distribution system. Areas of the water distribution system in which numerous leaks and line breaks occur are targeted for replacement as funds are available.

5.5 Monitoring of Effectiveness and Efficiency

An annual conservation report will be completed by May 1 of each year and will be used to monitor the effectiveness and efficiency of the water conservation program and to plan conservation-related activities for the next year. The annual report will record the water use by category, per capita municipal use, and unaccounted water for the current year and

compares them to historical values as required by the Texas Water and Administrative Codes.

6. CONTINUING PUBLIC EDUCATION AND INFORMATION CAMPAIGN

The continuing public education and information campaign on water conservation includes the following elements:

- Encourage local media coverage of water conservation issues and the importance of water conservation.
- Partnership with Keep Midland Beautiful to educate citizens on conservation efforts and practices.
- Make water conservation brochures and other water conservation materials available to the public.
- The City of Midland's website has information available regarding water conservation and watering schedules available to the public.
- Provide water conservation materials to schools on request and utilize existing age-appropriate education programs available through the TCEQ and TWDB facilitated through Keep Midland Beautiful.
- Support the State-initiated Water Conservation Awareness and Education Campaign.

7. WATER RATE STRUCTURE

The current water structure is intended to encourage water conservation and discourage excessive use and waste of water. The City of Midland just completed a water rate study to determine the best rate to meet the City's needs while maintaining existing levels of water conservation. The City of Midland proposed water rate structure is as follows:

Current Water Rates (Effective after Council Adoption)	
Residential and Commercial Monthly Base Rate (includes 2,000 gallons)	$21.61
Apartment Monthly Base Rate Per Unit (includes 2,000 gallons)	$17.60
Gallons 2,000 and under	Included
Gallons 2,001 to 10,000	$6.11
Gallons 10,001 to 25,000	$8.03
Gallons Above 25,000	$10.80
Residential (or Commercial Lawn Meter) Above 50,000*	$19.65

8. OTHER WATER CONSERVATION MEASURES

8.1 Ordinances, Plumbing Codes, or Rules on Water-Conserving Fixtures

The City of Midland currently has adopted the 2012 International Plumbing and will have the 2015 International Plumbing Code (IPC) adopted effective January 1, 2016. The City of Midland Plumbing Code requires a water-conserving fixture which includes requirements for maximum flows of 2.5 gallons per minute (GPM) for faucets, 3.0 for showerheads and 1.6 gallons per flush for toilets. These flow requirements are mandated by nationally recognized standards. In addition, water using appliances like washing machines and dishwashers meet higher efficiency standards. The potential water reduction from these fixtures and appliances can be significant, but historically have been difficult to measure. Also, this code allows the use of gray water systems for flushing of water closets and urinals and subsurface landscape irrigation. The use of gray water has not become prevalent however due the code recognition of installation it could lead to additional water usage reduction.

8.2 Reservoir System Operation Plan

The City of Midland purchases water from the Colorado River Municipal Water District (CRMWD) and does not have surface water supplies for which to implement a reservoir system operation plan.

8.3 Considerations for Landscape Water Management Regulations

The City of Midland has chosen not to adopt a Landscape Ordinance. The City has made guidance information available to the public.

8.4 Requirement for Water Conservation Plans by Wholesale Customers

The City of Midland has no wholesale customers.

8.5 Coordination with Regional Water Planning Group

In accordance with TCEQ regulations, a copy of this adopted water conservation plan will be sent to the Region F Water Planning Group.

8.6 Current Conservation Measures

The City of Midland (City) in 2014 completed the MBR Satellite Reclaimed Water Production Facility (Facility) to provide reuse irrigation water to Midland College. The reuse water will save 100 homes worth of potable water, on the average of 70,000 to 140,000 gallons daily.

The City's Facility has a capacity of 0.20 MGD and diverts wastewater from an existing 33-inch sewer line routed to the City's Water Pollution Control Plant (WPCP). The Facility primarily produces reclaimed water for irrigation use at Midland College.

9. IMPLEMENTATION AND ENFORCEMENT OF THE WATER CONSERVATION PLAN

A copy of the resolution adopted by the City Council regarding this water conservation plan is included in Appendix G of this plan. The official responsible for the implementation of the Water Conservation Plan is Carl Craigo, P.E., Director of Utilities.

9.1 Schedule of Implementation

The majority of the City of Midland's Water Conservation initiatives have been implemented prior to the updating of this plan and are ongoing unless stated previously herein.

Appendix A
List of References

Appendix A
List of References

(1) Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rules 288.1 and 288.2, and Subchapter B, Rule 288.20, downloaded from http://texreg.sos.state.tx.us/public/.

The following conservation plans and related documents were reviewed in the development of this plan.

(2) Texas Commission on Environmental Quality Water Conservation Planning, downloaded from https://www.tceq.texas.gov/permitting/water_rights/wr_technical-resources/conserve.html.

(3) City of Midland Water Conservation Plan: adopted by the City Council, Midland, April 14, 2005, Resolution 2009-092.

Texas Water Development Board: Report 362, "Water Conservation Best Management Practices".http://www.twdb.texas.gov/conservation/BMPs/index.asp.

Appendix B

Texas Commission on Environmental Quality Rules on Municipal Water Conservation Plans

APPENDIX B
Texas Administrative Code

TITLE 30	ENVIRONMENTAL QUALITY
PART 1	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
CHAPTER 288	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
SUBCHAPTER A	WATER CONSERVATION PLANS
RULE §288.2	**Water Conservation Plans for Municipal Uses by Public Water Suppliers**

(a) A water conservation plan for municipal water use by public water suppliers must provide information in response to the following. If the plan does not provide information for each requirement, the public water supplier shall include in the plan an explanation of why the requirement is not applicable.

(1) Minimum requirements. All water conservation plans for municipal uses by public water suppliers must include the following elements:

(A) a utility profile in accordance with the Texas Water Use Methodology, including, but not limited to, information regarding population and customer data, water use data (including total gallons per capita per day (GPCD) and residential GPCD), water supply system data, and wastewater system data;

(B) a record management system which allows for the classification of water sales and uses into the most detailed level of water use data currently available to it, including, if possible, the sectors listed in clauses (i) - (vi) of this subparagraph. Any new billing system purchased by a public water supplier must be capable of reporting detailed water use data as described in clauses (i) - (vi) of this subparagraph:

(i) residential;

(I) single family;

(II) multi-family;

(ii) commercial;

(iii) institutional;

(iv) industrial;

(v) agricultural; and,

(vi) wholesale.

(C) specific, quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use in total GPCD and residential GPCD. The goals established by a public water supplier under this subparagraph are not enforceable;

(D) metering device(s), within an accuracy of plus or minus 5.0% in order to measure and account for the amount of water diverted from the source of supply;

(E) a program for universal metering of both customer and public uses of water, for meter testing and repair, and for periodic meter replacement;

(F) measures to determine and control water loss (for example, periodic visual inspections along distribution lines; annual or monthly audit of the water system to determine illegal connections; abandoned services; etc.);

(G) a program of continuing public education and information regarding water conservation;

(H) a water rate structure which is not "promotional," i.e., a rate structure which is cost-based and which does not encourage the excessive use of water;

(I) a reservoir systems operations plan, if applicable, providing for the coordinated operation of reservoirs owned by the applicant within a common watershed or river basin in order to optimize available water supplies; and

(J) a means of implementation and enforcement which shall be evidenced by:

(i) a copy of the ordinance, resolution, or tariff indicating official adoption of the water conservation plan by the water supplier; and

(ii) a description of the authority by which the water supplier will implement and enforce the conservation plan; and

(K) documentation of coordination with the regional water planning groups for the service area of the public water supplier in order to ensure consistency with the appropriate approved regional water plans.

(2) Additional content requirements. Water conservation plans for municipal uses by public drinking water suppliers serving a current population of 5,000 or more and/or a

projected population of 5,000 or more within the next ten years subsequent to the effective date of the plan must include the following elements:

(A) a program of leak detection, repair, and water loss accounting for the water transmission, delivery, and distribution system;

(B) a requirement in every wholesale water supply contract entered into or renewed after official adoption of the plan (by either ordinance, resolution, or tariff), and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements in this chapter. If the customer intends to resell the water, the contract between the initial supplier and customer must provide that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with the provisions of this chapter.

(3) Additional conservation strategies. Any combination of the following strategies shall be selected by the water supplier, in addition to the minimum requirements in paragraphs (1) and (2) of this subsection, if they are necessary to achieve the stated water conservation goals of the plan. The commission may require that any of the following strategies be implemented by the water supplier if the commission determines that the strategy is necessary to achieve the goals of the water conservation plan:

(A) conservation-oriented water rates and water rate structures such as uniform or increasing block rate schedules, and/or seasonal rates, but not flat rate or decreasing block rates;

(B) adoption of ordinances, plumbing codes, and/or rules requiring water-conserving plumbing fixtures to be installed in new structures and existing structures undergoing substantial modification or addition;

(C) a program for the replacement or retrofit of water-conserving plumbing fixtures in existing structures;

(D) reuse and/or recycling of wastewater and/or graywater;

(E) a program for pressure control and/or reduction in the distribution system and/or for customer connections;

(F) a program and/or ordinance(s) for landscape water management;

(G) a method for monitoring the effectiveness and efficiency of the water conservation plan; and

(H) any other water conservation practice, method, or technique which the water

supplier shows to be appropriate for achieving the stated goal or goals of the water conservation plan.

(b) A water conservation plan prepared in accordance with 31 TAC §363.15 (relating to Required Water Conservation Plan) of the Texas Water Development Board and substantially meeting the requirements of this section and other applicable commission rules may be submitted to meet application requirements in accordance with a memorandum of understanding between the commission and the Texas Water Development Board and substantially meeting the requirements of this section and other applicable commission rules may be submitted to meet application requirements in accordance with a memorandum of understanding between the commission and the Texas Water Development Board.

(c) A public water supplier for municipal use shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. The public water supplier for municipal use shall review and update the next revision of its water conservation plan every five years to coincide with the regional water planning group.

Appendix C
Water Utility Profile

Appendix D

CCN and MAP

Appendix E

Water System Description

Appendix E

CITY OF MIDLAND
WATER SYSTEM

The City of Midland water system is supplied by both surface and ground water surfaces. Approximately 60% of the current annual demand based on the previous 12 months is provided by The Colorado River Municipal Water District (CRMWD) through two (2) basic contracts. Water is supplied from primarily surface water supplies – lakes J.B. Thomas, J.V. Spence, and O.H. Ivie. Current contract volumes specify 15,001.78 AF from Lake Ivie and 17,797 AF from Lakes Thomas/Spence for the current year. Contractual amounts increase slightly each year through 2029 for the Thomas/Spence source at which time the average daily contractual flow is 17.97 MGD just prior to when the current contract ends. All water is treated at the Midland Water Purification Plan. The treatment plant is designed for 32 MGD.

The balance of water supplies the City owns or is contracted for is supplied by two groundwater systems. The Paul Davis Well Field is directly owned and operated by the City of Midland and can produce a maximum daily flow of approximately 16 MGD from 31 wells pulling from the Ogallala Aquifer. Water from the well field is pumped from approximately 25 miles north of Midland to a point in the Water Treatment Plant between final-filtered water and clear well storage to blend out elevated arsenic, selenium, and fluoride content in the groundwater. The T-Bar and Clearwater well fields are operated by the Midland County Fresh Water Supply District #1 who delivers water to the City of Midland via a contract arrangement for a peak delivery of 10 MGD. These 2 groundwater sources make up the remaining approximately 40% of the City of Midland's total current use.

Surface water plus the blended Paul Davis well water is pumped into the distribution system by a single high service pump station into each of two (2) separate pressure planes. Groundwater from the T-Bar/Clearwater Ranch sources is delivered to the City in a single line to a delivery point at which further disinfection is applied and the treated water is delivered into the western portion of the City of Midland's distribution system. System Ground Storage totals 19 MG which includes WPP clear well storage (12 MG), and distribution system storage (7 MG) *. Five (5) Elevated storage tanks provide a total of 11 MG of elevated storage in the distribution system **. The distribution network consists of greater than 600 miles of pipeline in 3 separate pressure planes.

*Note: Includes the bottom 21.5 ft. of 10 MG storage or approximately 6.61 MG of the Edgewood GST
** Note: Includes the top 11ft. of 10 MG storage or approximately 3.38 MG of the Edgewood GST

Appendix F

Wastewater Treatment Facilities Description

Appendix F

CITY OF MIDLAND
WASTEWATER SYSTEM

Midland has approximately 629 miles of sanitary sewer collection lines serving the City of some customers in Midland County.

The City of Midland owns and operator the Midland Water Pollution Control Plant No. 1 Wastewater Treatment Facility under permit No. WQ0010223-001. Treatment consists of primary treatment and an activated sludge process with partial flow capacity using the conventional mode. Treatment units include bar screen, rotating drum screens, grit chambers with classifiers, and primary clarifiers. The solids are anaerobically digested. The City is authorized to dispose of treated effluent at a daily average flow not to exceed 21 MGD via surface irrigation of approximately 5000 acres at two sites. Sludge is anaerobically digested and land applied on site #1, screenings are processed and disposed of in the sanitary landfill.

In 2013 the City put the MBR Satellite Reclaimed Water Production Facility (MBR) on line and received authorization NO. R10223-001 to reuse Type 1 reclaimed water for the irrigation of landscape, public parks, school yards, athletic fields, and golf courses. The MBR delivers up to .2 MGD for landscape irrigation at Midland College.

In 2014 the City sent out request for proposals to upgrade the existing wastewater plant. COM and Pioneer Natural Resources (PXD) are entering into an agreement for PXD to provide upgrades to the Midland WPCP in return for the rights to use its treated effluent. Proposed plant improvements include new secondary treatment, filtration, disinfection, cascade post-aeration, and solids dewatering. Once complete, 100% of the effluent from the wastewater treatment plant will be reused by PXD, discharged into the Midland Draw, or used for agricultural purposes.

Appendix G
Resolution of Council Adoption

City Council Meeting

Item Number: 25

Meeting Date: July 14, 2020

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way License between the City of Midland and Centurion Pipeline LP, regarding City-owned property described as Section 31, Block 38, Township 1 South, T&P RR Co. Survey, Midland County, Texas. (UTILITIES)

Purpose:

Centurion Pipeline LP is requesting four five-foot-wide right of ways to bore under City owned roadways. Each location is between privately-owned properties and applicant will place a north-south running crude oil pipeline. Both bore pits will be on private property and the pipeline will be cased at each crossing.

This Right-of-Way License is proposed for a single five (5) year period with the option for a single five (5) year renewal. Terms are consistent with the City's standard license for pipeline facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

The following fees been collected:

Four Application fees collected (one time): $4,000

Annual Lease Rate (4.06 rods x $20/rod): $81.20 / $400.00 minimum per year
(3.63 rods x $20/rod): $72.60 / $400.00 minimum per year
(2.72 rods x $20/rod): $54.40 / $400.00 minimum per year
(4.24 rods x $20/rod): $84.80 / $400.00 minimum per year

Surface Damages: none

Total collected this application: $5,600.00

Discussion:

All four road bores are part of a privately-owned, steel construction, 20” crude oil pipeline running North South across private properties and crossing a city owned roads.

Pipeline, casing and bore shall be placed and maintained as per City of Midland road standards with a minimum 48” to top of casing under the existing portions of each road

Centurion Pipeline Certificate of Insurance is on file and up to date.

City Secretary will record Right of Way License.

City Manager’s Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND	§	

Date:	July 15, 2020
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Robert Patrick, Assistant City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	Centurion Pipeline L.P.
Licensee's Representative:	Christopher Cantrell
Licensee's Mailing Address:	3600 W. Sam Houston Parkway South, Westchase Park II – Suite 500
Property:	See **Exhibits A, B, C and D** attached hereto and incorporated herein for all purposes.

Licensee desires use of property owned by Licensor in Midland County, Texas (the "Property"), for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Initial Term. This License shall be for a term of five (5) years (the "Initial Term"), commencing with the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Renewal Term. This License shall automatically renew at the end of the Initial Term for one (1) additional term of five (5) years, upon the written request of Licensee received by Licensor on or before one hundred twenty (120) days prior to the expiration of the Initial Term then in effect, subject to the express written consent of the governing body of Licensor.

C. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee

commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to cancel the License during the term of the License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of the License. All work and services under the License shall be suspended upon termination of the License becoming effective.

Upon termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred and eighty (180) days after termination of this License.

II. Financial Consideration

A. License Fee. The first year's license fee in the amount of ONE THOUSAND SIX HUNDRED and No/100 Dollars ($1,600.00) shall be due and payable on or prior to the Commencement Date of this License ("License Fee"). Licensee's failure to make the License Fee payment within thirty (30) days after the License Fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%).

B. Surface Damage Fee. Intentionally omitted.

C. Annual Fee. Licensee shall pay to Licensor an annual fee in the amount of ONE THOUSAND SIX HUNDRED and No/100 Dollars ($1,600.00), which shall be payable each year on or before the anniversary of the Commencement Date of this License.

D. Application Fee. At the same time the first year License Fee is due, Licensee shall pay a non-refundable one-time fee of FOUR THOUSAND and No/100 Dollars ($4,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for the License.

E. Fee Adjustment. Prior to commencement of any renewal term, Licensor and Licensee shall negotiate in good faith to agree to an adjustment of the Annual Fee. If Licensor and Licensee are unable to reach an agreement regarding an adjustment to the Annual Fee, then the Annual Fee shall be determined by Licensor in its sole discretion, provided the new Annual Fee shall not exceed twenty-five percent (25%) of the Annual Fee paid for the last year of the Initial Term.

F. Delivery of Payment. The License Fee payment shall be made to Licensor at the office of

Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. The License Fee payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being five (5) feet in width of the pipeline locations as shown on **Exhibits A, B, C and D** attached hereto and incorporated herein for the purpose of boring, placing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline locations, four (4) steel construction pipelines, each not to exceed twenty (20) inches in diameter, for the transportation of crude oil and to have the right of ingress and egress at convenient points for such purpose.

B. Road Repair. Licensee covenants and agrees that it will repair any of Licensor's roads that Licensee damages on Licensor's property so that such roads will comply with Licensor's Standard Specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines and water meters owned by Licensor that Licensee, its employees, its agents or assigns, damage so that such water lines, sewer lines and water meters shall comply with the requirements of Licensor's Standard Specifications.

D. Depth. Licensee covenants and agrees that it will bury the pipeline(s) to be bored hereunder no less than forty-eight (48) inches in depth. All backfill used in burying such line shall be compacted to a density of ninety percent (90%), except where such pipeline(s) crosses under a paved or traveled portion of City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline(s) intersects with a City of Midland utility line location, the pipeline(s) shall be bored at a depth of a least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, the specifications shall be approved by Licensor's Representative.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on,

across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE(S), CASING, OR COMPRESSOR STATION, ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS.** If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances to the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically revert to Licensor, its successors or assigns, free and clear of any right, title, or interest in Licensee, or any re-entry by Licensor.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, maintain, replace or remove any pipeline or casing system built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her approval. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day after repairs have begun.

J. Gates and Fences. Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed." Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination

of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace above the land covered by this License for any purpose allowed by law and deemed necessary by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through said right of way occupied by Licensee. In the event of such work in connection with said purposes it shall be deemed necessary by Licensor, at Licensor's sole discretion, to alter, change, adapt, conform or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor's City Council without any claim for reimbursement for the cost of the relocation or damages against Licensor. The relocation or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments.

IV. Standard General Conditions

A. Insurance. Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

- Personal Injury: $1,000,000.00 per person

	$1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The parties agree that, prior to the execution of the License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. This decision shall be in Licensor's sole discretion.

Licensor shall be provided the notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required by Licensee, and name the City of Midland as an additional insured. Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES,

ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSEE, LICENSEE'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY AND SAVE LICENSOR HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE(S), CASING SYSTEM, OR COMPRESSOR STATION DESCRIBED HEREIN.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSOR, LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR,

AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY OF LICENSEE'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR ANY OF LICENSEE'S HANDLING, STORING, RELEASING, TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING, BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

C. Assignment. The rights granted by this License inure to the benefit of Licensee. The rights and privileges shall not be assignable by Licensee without the express written consent of Licensor's City Manager. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager.

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

E. Waiver of Attorney Fees. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE

AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LICENSE, THE CONSTRUCTION, OR INTERPRETATION, VALIDITY OR BREACH OF THE LICENSE. LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payment made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LICENSOR'S NEGLIGENCE.

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting

consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

I. Third Party Beneficiary. Licensor's approval of this License does not create a third party beneficiary. There is no third party beneficiary to this License. No person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

L. Consideration. The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties agree that this License does not constitute a License or Contract for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the greatest extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local

Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third party lacking privity to the License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, and maintain Licensor's facilities or structures described herein, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. This License does not require Licensee to construct, operate, repair, maintain, replace or remove any of Licensee's facilities or structures described herein. Licensee is not providing a service to Licensor but is providing a service to Licensee's customers. Licensee is paying Licensor for a temporary interest in real property not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Courtney Sharp, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

Robert Patrick, Assistant City Manager

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

LICENSEE:
CENTURION PIPELINE L.P.

By: _____
Printed Name: Christopher Cantrell
Title: Manager of Right-of-Way

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this 30th day of June, 2020 personally appeared Christopher Cantrell an officer of Centurion Pipeline L.P. known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of June, 2020.

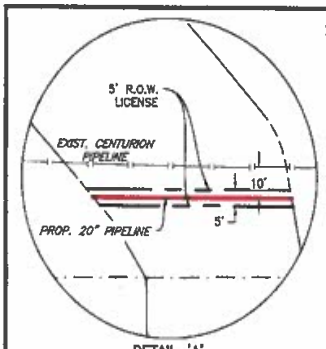
RYAN MCREYNOLDS
Notary Public, State of Texas
Comm. Expires 12-29-2023
Notary ID 128836759

Notary Public, State of TEXAS

Reference No. 20-329-019

SECTION 31, BLOCK 38, T-1-S
T. & P. RR. CO. SURVEY
MIDLAND COUNTY, TEXAS

EXHIBIT 'A'



DETAIL 'A'
SCALE: 1"=40'

CENTERLINE DESCRIPTION

CENTERLINE DESCRIPTION OF A PROPOSED 5 FOOT WIDE RIGHT-OF-WAY LICENSE, BEING 2.5 FEET LEFT AND 2.5 FEET RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE, CROSSING E. COUNTY ROAD 72 (AKA CYNTHIA RD) (VARYING WIDTH), BEING WITHIN A CALLED 45.00 ACRE TRACT OWNED BY CURTIS SCHMID AS RECORDED IN DOCUMENT NUMBER 2008-18791, VOLUME 3088, PAGE 3, DEED RECORDS, MIDLAND COUNTY, TEXAS AND BEING LOCATED IN SECTION 31, BLOCK 38, TOWNSHIP 1 SOUTH, T. & P. RAILROAD COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY R.O.W. LINE OF SAID COUNTY ROAD 72, FROM WHICH A 3/8-INCH IRON ROD FOUND BEARS S 53°15'52" W, 26.60 FEET AT THE SOUTHWEST CORNER OF SAID 45.00 ACRE TRACT;

THENCE, N 14°16'21" W, A DISTANCE OF 66.94 FEET TO A POINT IN THE NORTHERLY R.O.W. LINE OF SAID COUNTY ROAD 72, FOR THE END OF THIS RIGHT-OF-WAY LICENSE, FROM WHICH A 1/2-INCH IRON ROD FOUND FOR AN INTERIOR NORTHERLY CORNER OF SAID 45.00 ACRE TRACT, BEARS N 07°54'39" W, 1,006.31 FEET.

TOTAL LENGTH OF RIGHT-OF-WAY LICENSE EQUALS 66.94 FEET OR 4.06 RODS.

SPECIFICATIONS OF PROPOSED 20" LINE

PRODUCT: CRUDE OIL
CROSSING METHOD: CONVENTIONAL BORE
DEPTH OF COVER: 6' MINIMUM
NO. OF PIPELINES TO BE INSTALLED UNDER ROW: ONE(1)

NOTES

1. ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE-4203, NORTH AMERICAN DATUM OF 1983, EPOCH 2010. GEOID12B. U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.
2. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY AUDUBON FIELD SOLUTIONS. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE: EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
3. THIS LICENSE PLAT IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.

0' 25' 30'
GRAPHIC SCALE IN FEET

LEGEND

●	FOUND MONUMENT
—X—X—	FENCE
———	SECTION LINE
——— · ———	PROPERTY LINE
— — —	RIGHT-OF-WAY LICENSE LINE
O.P.R.M.C.T.	DENOTES OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
D.R.M.C.T.	DENOTES DEED RECORDS OF MIDLAND COUNTY, TEXAS
▨	TEMPORARY WORKSPACE
▩	ADDITIONAL TEMPORARY WORKSPACE

I, CLYDE C. LUNSFORD, III, DO HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE ON THE GROUND THIS DATE BY AUDUBON FIELD SOLUTIONS AND THAT THIS PLAT ACCURATELY DEPICTS THE EVIDENCE AS FOUND BY THIS SURVEY.

6/25/2020

CLYDE C. LUNSFORD, III
R.P.L.S. No. 6506

STATE OF TEXAS
REGISTERED
CLYDE C. LUNSFORD III
6506
PROFESSIONAL
LAND SURVEYOR

audubon
10205 Westheimer Road Houston, TX 77042 281.669.0590
TBPLS FIRM NO. 10193987

Centurion Pipeline L.P.

PROJECT AUGUSTUS

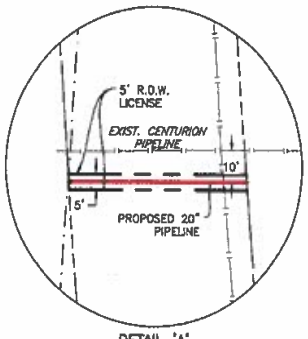
PIPELINE RIGHT-OF-WAY LICENSE

CROSSING E CR 72 (CYNTHIA RD) WITHIN
SECTION 31, BLOCK 38, T-1-S
T & P RR CO. SURVEY, A-25
MIDLAND COUNTY, TEXAS

SCALE: 1"=50'	PROJECT NO.: 021089-S
DATE: 06/25/20	DRAWN BY: JSF
FILE: TX-MD-017.DGNRD	SHT 1 OF 1

SECTION 32, BLOCK 38, T-1-S
T. & P. RR. CO. SURVEY
MIDLAND COUNTY, TEXAS

EXHIBIT 'B'



DETAIL 'A'
SCALE: 1"=40'

CENTERLINE DESCRIPTION

CENTERLINE DESCRIPTION OF A PROPOSED 5 FOOT WIDE RIGHT-OF-WAY LICENSE, BEING 2.5 FEET LEFT AND 2.5 FEET RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE, CROSSING N. COUNTY ROAD 1160 (AKA TODD RD) (60 FEET WIDE), BEING WITHIN A CALLED 101.18 ACRE TRACT OWNED BY J.D. CRAWFORD AND DOROTHY CRAWFORD AS RECORDED IN VOLUME 609, PAGE 199, DEED RECORDS, MIDLAND COUNTY, TEXAS AND BEING LOCATED IN SECTION 32, BLOCK 38, TOWNSHIP 1 SOUTH, T. & P. RAILROAD COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST R.O.W. LINE OF SAID COUNTY ROAD 1160, FROM WHICH A 3/8-INCH IRON ROD FOUND BEARS N 80°10'46" E, 3,985.39 FEET AT THE SOUTHEAST CORNER OF SAID 101.18 ACRE TRACT;

THENCE, S 71°22'28" W, A DISTANCE OF 60.16 FEET TO A POINT IN THE WEST R.O.W. LINE OF SAID COUNTY ROAD 1160, FOR THE END OF THIS RIGHT-OF-WAY LICENSE, FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE COMMON NORTH CORNER OF SECTIONS 41 AND 42, BLOCK 38, TOWNSHIP 1S BEARS S 26°47'37" E, 297.17 FEET.

TOTAL LENGTH OF RIGHT-OF-WAY LICENSE EQUALS 60.16 FEET OR 3.65 RODS.

SPECIFICATIONS OF PROPOSED 20" LINE

PRODUCT: CRUDE OIL
CROSSING METHOD: CONVENTIONAL BORE
DEPTH OF COVER: 6' MINIMUM
NO. OF PIPELINES TO BE INSTALLED UNDER ROW: ONE(1)

NOTES

1. ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE-4203, NORTH AMERICAN DATUM OF 1983, EPOCH 2010, GEOID12B, U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.
2. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY AUDUBON FIELD SOLUTIONS. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE: EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
3. THIS LICENSE PLAT IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.

0' 25' 50'
GRAPHIC SCALE IN FEET

LEGEND

- FOUND MONUMENT
- —X—X— FENCE
- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LICENSE LINE
- O.P.R.M.C.T. DENOTES OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
- D.R.M.C.T. DENOTES DEED RECORDS OF MIDLAND COUNTY, TEXAS
- TEMPORARY WORKSPACE
- ADDITIONAL TEMPORARY WORKSPACE

I, CLYDE C. LUNSFORD, III, DO HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE ON THE GROUND THIS DATE BY AUDUBON FIELD SOLUTIONS AND THAT THIS PLAT ACCURATELY DEPICTS THE EVIDENCE AS FOUND BY THIS SURVEY.

6/25/2020

CLYDE C. LUNSFORD, III
R.P.L.S. No. 6506

STATE OF TEXAS
REGISTERED
CLYDE C. LUNSFORD III
6506
PROFESSIONAL
LAND SURVEYOR

audubon
10205 Westheimer Road Houston, TX 77042 281.669.0590
TBPLS FIRM NO. 10193987

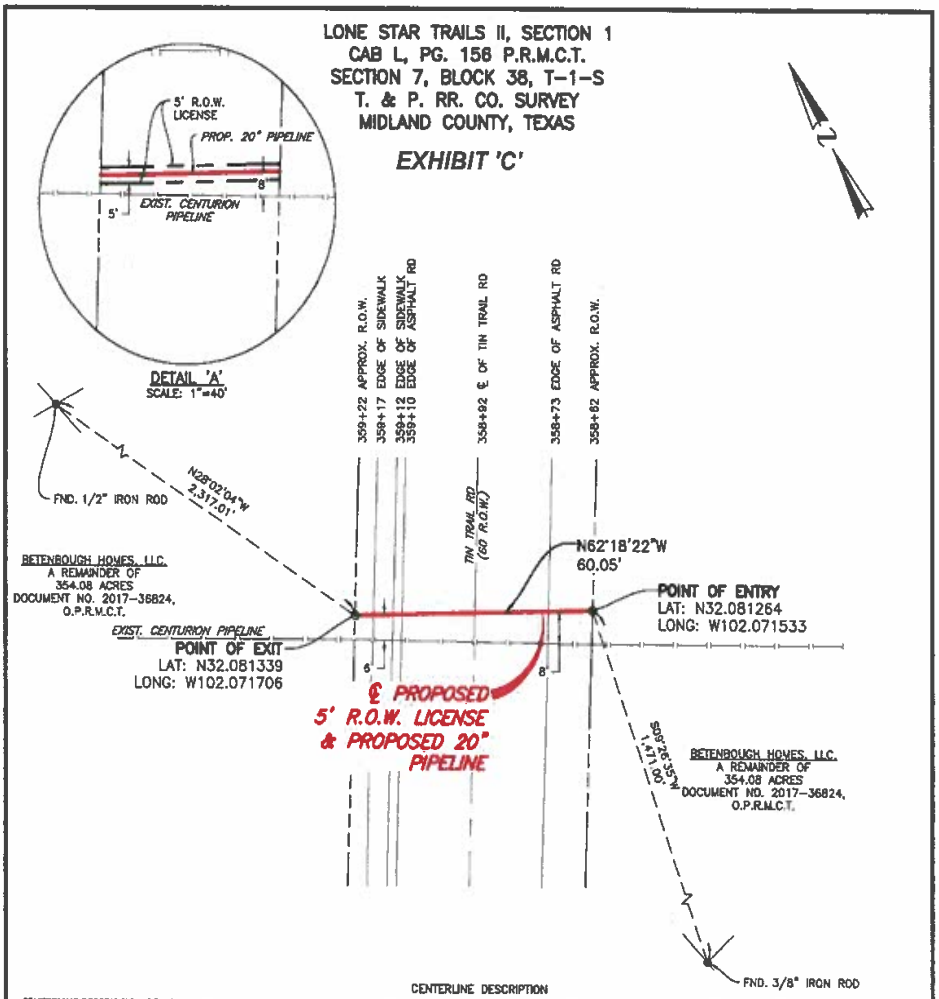
Centurion Pipeline L.P.

PROJECT AUGUSTUS

PIPELINE RIGHT-OF-WAY LICENSE

CROSSING N CR 1160 (TODD RD) WITHIN
SECTION 32, BLOCK 38, T-1-S
T & P RR CO SURVEY, A-713
MIDLAND COUNTY, TEXAS

SCALE: 1"=50'	PROJECT NO.: 021090-S
DATE: 06/25/20	DRAWN BY: JSF
FILE: TX-MD-011.000RD	SHT 1 OF 1



CENTERLINE DESCRIPTION

CENTERLINE DESCRIPTION OF A PROPOSED 5 FOOT WIDE RIGHT-OF-WAY LICENSE, BEING 2.5 FEET LEFT AND 2.5 FEET RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE, CROSSING TIN TRAIL RD (CALLED 60 FEET WIDE), LONE STAR TRAILS II, SECTION 1, AS RECORDED IN CAB L, PG. 156 IN THE PLAT RECORDS, MIDLAND COUNTY, TEXAS, BEING LOCATED IN SECTION 7, BLOCK 38, TOWNSHIP 1 SOUTH, T. & P. RAILROAD COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST R.O.W. LINE OF SAID TIN TRAIL RD, FROM WHICH A 3/8-INCH IRON ROD FOUND BEARS S 09°26'35" W, 1,471.00 FEET AT THE SOUTHWEST CORNER OF A 354.08 ACRE TRACT OF LAND AS RECORDED IN DOCUMENT NO. 2017-36824 IN THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS;

THENCE, N 62°18'22" W, A DISTANCE OF 60.05 FEET TO A POINT IN THE WEST R.O.W. LINE OF SAID TIN TRAIL RD, FOR THE END OF THIS RIGHT-OF-WAY LICENSE, FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID 354.08 ACRE TRACT OF LAND BEARS N 28°02'04" W, 2,317.01 FEET.

TOTAL LENGTH OF RIGHT-OF WAY LICENSE EQUALS 60.05 FEET OR 3.64 RODS.

SPECIFICATIONS OF PROPOSED 20" LINE

PRODUCT: CRUDE OIL
CROSSING METHOD: HORIZONTAL DIRECTIONAL DRILL
DEPTH OF COVER: 8' MINIMUM
NO. OF PIPELINES TO BE INSTALLED UNDER ROW: ONE(1)

NOTES

1. ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE-4203, NORTH AMERICAN DATUM OF 1983, EPOCH 2010, GEOID12B. U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.
2. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY AUDUBON FIELD SOLUTIONS. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE: EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
3. THIS LICENSE PLAT IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.

0' 15' 30'
GRAPHIC SCALE IN FEET

LEGEND

- FOUND MONUMENT
- —X—X— FENCE
- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LICENSE LINE
- O.P.R.M.C.T. DENOTES OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
- D.R.M.C.T. DENOTES DEED RECORDS OF MIDLAND COUNTY, TEXAS
- TEMPORARY WORKSPACE
- ADDITIONAL TEMPORARY WORKSPACE

I, CLYDE C. LUNSFORD, III, DO HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE ON THE GROUND THIS DATE BY AUDUBON FIELD SOLUTIONS AND THAT THIS PLAT ACCURATELY DEPICTS THE EVIDENCE AS FOUND BY THIS SURVEY.

6/25/2020

CLYDE C. LUNSFORD, III
R.P.L.S. No. 6506

STATE OF TEXAS
REGISTERED
CLYDE C. LUNSFORD III
6506
PROFESSIONAL
LAND SURVEYOR

audubon
10205 Westheimer Road Houston, TX 77042 281.669.0590
TBPLS FIRM NO. 10193987

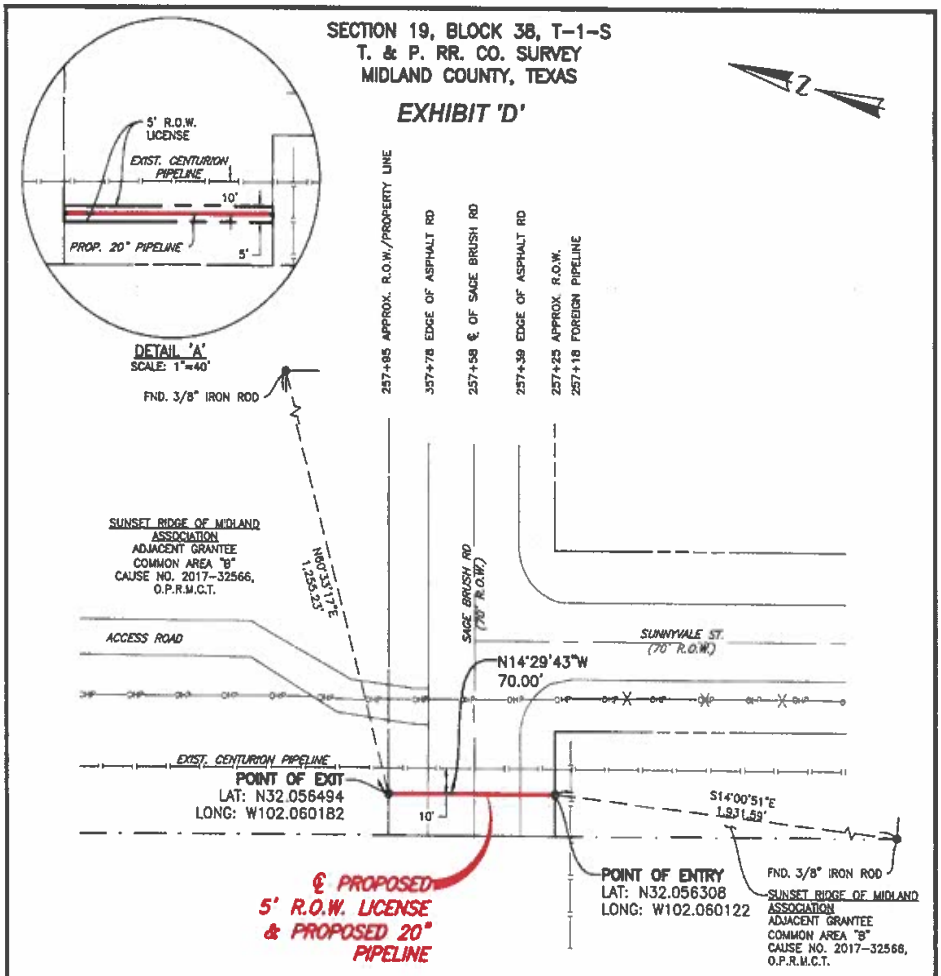
Centurion Pipeline L.P.

PROJECT AUGUSTUS

PIPELINE RIGHT-OF-WAY LICENSE

CROSSING TIN TRAIL RD WITHIN
SECTION 7, BLOCK 38, T-1-S
T & P RR CO. SURVEY, A-150
MIDLAND COUNTY, TEXAS

SCALE: 1"=30'	PROJECT NO.: 021099-S
DATE: 06/25/20	DRAWN BY: DVC
FILE: TX-MD-025.00DWG	SHT 1 OF 1



CENTERLINE DESCRIPTION

CENTERLINE DESCRIPTION OF A PROPOSED 5 FOOT WIDE RIGHT-OF-WAY LICENSE, BEING 2.5 FEET LEFT AND 2.5 FEET RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE, CROSSING SAGE BRUSH RD (CALLED 70 FEET WIDE), SUNSET RIDGE ADDITION AS RECORDED IN BOOK J, PAGE 198, PLAT RECORDS, MIDLAND COUNTY, TEXAS AND BEING LOCATED IN SECTION 19, BLOCK 38, TOWNSHIP 1 SOUTH, T. & P. RAILROAD COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING MORE FULLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE SOUTH R.O.W. LINE OF SAID SAGE BRUSH RD, FROM WHICH A 3/8-INCH IRON ROD FOUND BEARS S 14°00'51" E, 1,931.59 FEET AT THE SOUTHWEST CORNER OF SAID SUNSET RIDGE ADDITION;

THENCE, N 14°29'43" W, A DISTANCE OF 70.00 FEET TO A POINT IN THE NORTH R.O.W. LINE OF SAID SAGE BRUSH RD, FOR THE END OF THIS RIGHT-OF-WAY LICENSE, FROM WHICH A 3/8-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID SUNSET RIDGE ADDITION BEARS N 60°33'17" E, 1,255.23 FEET.

TOTAL LENGTH OF RIGHT-OF-WAY LICENSE EQUALS 70.00 FEET OR 4.24 RODS.

SPECIFICATIONS OF PROPOSED 20" LINE

PRODUCT: CRUDE OIL
CROSSING METHOD: CONVENTIONAL BORE
DEPTH OF COVER: 8' MINIMUM
NO. OF PIPELINES TO BE INSTALLED UNDER ROW: ONE(1)

NOTES

1. ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE-4203, NORTH AMERICAN DATUM OF 1983, EPOCH 2010, GEOID12B. U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.
2. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACT SERVICES PROVIDED BY AUDUBON FIELD SOLUTIONS. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. THEREFORE: EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON.
3. THIS LICENSE PLAT IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.

0' 25' 50'
GRAPHIC SCALE IN FEET

LEGEND

- FOUND MONUMENT
- X—X— FENCE
- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LICENSE LINE
- O.P.R.M.C.T. DENOTES OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
- D.R.M.C.T. DENOTES DEED RECORDS OF MIDLAND COUNTY, TEXAS
- TEMPORARY WORKSPACE
- ADDITIONAL TEMPORARY WORKSPACE

I, CLYDE C. LUNSFORD, III, DO HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE ON THE GROUND THIS DATE BY AUDUBON FIELD SOLUTIONS AND THAT THIS PLAT ACCURATELY DEPICTS THE EVIDENCE AS FOUND BY THIS SURVEY.

6/25/2020

CLYDE C. LUNSFORD, III
R.P.L.S. No. 6506

STATE OF TEXAS
REGISTERED
CLYDE C. LUNSFORD III
6506
PROFESSIONAL
LAND SURVEYOR

audubon
10205 Westheimer Road Houston, TX 77042 281.668.0590
TBPLS FIRM NO. 10193987

Centurion Pipeline L.P.

PROJECT AUGUSTUS

PIPELINE RIGHT-OF-WAY LICENSE

CROSSING SAGE BRUSH RD WITHIN
SECTION 19, BLOCK 38, T-1-S
T & P RR CO. SURVEY, A-20
MIDLAND COUNTY, TEXAS

SCALE: 1"=60'	PROJECT NO.: 021088-3
DATE: 06/25/20	DRAWN BY: JSF
FILE: TX-MD-022.00DWG	SHT 1 OF 1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Heather Cameron
Bowen, Miclette & Britt Insurance Agency, LLC 1111 North Loop West, #400 Houston TX 77008	PHONE (A/C, No, Ext): 713-880-7100 FAX (A/C, No): 713-880-7166 E-MAIL ADDRESS: hcameron@bmbinc.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Centurion Pipeline L.P. 2200 East County Road 90 Suite 395 Midland TX 79706 LOTUSMIDST	INSURER A : Hartford Fire Ins Co.	19682
	INSURER B : National Fire & Marine Ins Co	20079
	INSURER C : Hartford Underwriters Ins Co	30104
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 395923139 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y	Y	61UEJHH5861	9/28/2019	9/28/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL Ea. Claim/AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ Included $ 1MM/2MM
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY		Y	61UEJHH5860	9/28/2019	9/28/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE X DED RETENTION $ 25,000	Y	Y	42UMO30620702	9/28/2019	9/28/2020	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		61WEHAB9YOU	9/28/2019	9/28/2020	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: certificates@bmbinc.com

General Liability:
Blanket additional insured Ongoing Operations per form # HG 00 01 09 16
Blanket additional insured Completed Operations per form # HG 00 01 09 16
Blanket waiver of subrogation per form # CG 24 04 05 09
See Attached...

CERTIFICATE HOLDER

City of Midland
300 N. Loraine
Midland TX 78701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PACKET
25.1191
July 14, 2020

AGENCY CUSTOMER ID: LOTUSMIDST

LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Bowen, Miclette & Britt	Centurion Pipeline L.P. 2200 East County Road 90 Suite 395 Midland TX 79706
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

Blanket primary/non-contributory per form # HG 00 01 09 16

Automobile:
Blanket additional insured per form # HA 99 16 03 12
Blanket waiver of subrogation per form # HA 99 16 03 12
Blanket primary/non-contributory per form # HA 99 16 03 12

Worker's Compensation:
Blanket waiver of subrogation per form # WC 42 03 04 B

Umbrella:
Blanket additional insured per form # ULP-UM-002-02/2014
Blanket waiver of subrogation per form # CL-UN-045-10/ 2016
Blanket primary/non-contributory per form # CLP-UN-065-10/2013

Certificate Holder Includes: City of Midland

ACORD 101 (2008/01)

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City Council Meeting

Item Number: 26

Meeting Date: July 14, 2020

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: **Motion accepting a 0.815 acre utility easement out of Sections 7 & 8, Block 40, T-2-S, T&P RR. Co. Survey, Midland County, Texas, from Younger Partners, Ltd.; a copy of the easement instrument being on file in the City Secretary's office referenced by the date and number of this motion; and ordering the City Secretary to record said easement instrument in the official real property records of Midland County, Texas. (UTILITIES)**

Purpose:

This motion accepts a Utility Easement from Younger Brother Ltd., for an 8" water main that is located outside pavement and on private property and is a part of the public improvements that are being installed per the Central Park Addition, Section 2 approved plans. Said Utility Easement is part of the plat map requirements for completion of the mapping process and future land use.

Recommended City Council Action:

Approve

Fiscal Impact:

This Utility Easement is being dedicated to the City of Midland at no cost to the City.

Discussion:

This Utility Easement will be used for installing an 8" water main now and will provide future right of way for public utilities as this area is mapped and developed and is part of the Engineering Services plan review approval process.

The easement agreement is attached, as is a plat showing the proposed easement, Staff supports accepting this Utility Easement.

City Manager's Office

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

UTILITY EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

THAT **Younger Partners Ltd** ("Grantor") for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including benefits accruing and to accrue to the remainder of Grantor's property, does hereby GIVE, GRANT, DEDICATE AND CONVEY to the **CITY OF MIDLAND, TEXAS** ("Grantee"), a home-rule municipal corporation, whose address is 300 North Loraine, Midland, Texas 79701, the right to construct, install, operate, use, maintain, repair, modify and replace public utilities, including a water line or a sewer line or both a water line and a sewer line, and any necessary appurtenant facilities, in, on, upon, over, under, across, along and through the following described property owned by Grantor:

A 0.815-acre tract of land located in Sections 7 & 8, Block 40, T-2-S, T. & P. RR. CO. Survey, Midland County, Texas, and being more fully described in the attached **Exhibit A**.

Grantee and its employees, contractors, agents, successors, and assigns, shall have the free and uninterrupted right of passage in, on, upon, over, under, across, along and through the property described herein for the purpose of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, operating, maintaining, accessing, inspecting, repairing, relocating and removing said public utilities and appurtenant facilities, together with the right of ingress, egress and regress for such purposes in, on, upon, over, under, across, along and through the property described herein.

Grantor may not use any part of the property described herein if such use will damage, destroy, injure, and/or unduly interfere with the Grantee's use of the property. Grantor expressly covenants and agrees for itself, its legal representatives, successors and/or assigns, that no building of any kind will be placed on the property described herein.

TO HAVE AND TO HOLD the above described property and rights unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns to warrant and forever defend, all and singular, the above-described property and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed this 17th day of June A.D., 2020.

GRANTOR
Younger Partners Ltd.
P.O. Box 11004
Midland, TX 79702

By: Charles M Younger
President

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 17 day of June, 2020, by Charles M Younger in the capacity herein stated.

MY COMMISSION EXPIRES
11/03/2020

Caitlin Paige Cubine
Notary Public, State of Texas

CAITLIN PAIGE CUBINE
Notary Public, State of Texas
Comm. Expires 11-03-2020
Notary ID 130888397

June 19, 2020

Parkhill, Smith & Cooper, Inc.
1700 West Wall
Midland, TX 79701

Re: Request for attorney's title opinion, Proposed Right of Way to be granted to The City of Midland, Texas, out of 47.765 acres out of the NE/4 Section 7 and the NW/4 Section 8, both in Block 40, T-2-S, T & P RR Co. Survey, Midland County, Texas

Proper Legal Description ("the Property"): **Being acreage out of the Younger Partners, LTD 47.765 acres out of the NE/4 Sections 7 and NW/4 Section 8, Block 40, T-2-S, T & P RR Co. Survey, Midland County, Texas.**

I have examined title to the Property based upon the records of Permian Abstract Company certified through May 29, 2020 ("Certification Date"). Based upon my examination, I would advise you as follows:

FEE SIMPLE TITLE:

Younger Partners, LTD (the "Owner")

The Property is subject to the following matters of record:

1. Prior reservation or conveyance of all oil, gas and other minerals by Deeds recorded Volume 282, Page 223, corrected Volume 283, Page 300, and Volume 283, Page 302, Deed Records of Midland County, Texas, and the rights of the owners thereof. The title to those minerals has not been reviewed subsequent to the reservation.

2. The Property is a part of a larger tract or tract that is subject to blanket or unlocated easements or rights-of-way. These will be described on Schedule B of any policy to be issued unless we are provided a survey and verification from the surveyor that the following blanket or unlocated easements or rights-of-way do not cross or touch the Property:

   (A) Easement to Magnolia Pipe Line Company recorded in Volume 44, Page 130, Volume 44, Page 132, Deed Records of Midland County, Texas.
   (B) Easement to Humble Pipeline Company, recorded in Volume 61, Page 591, Deed Records of Midland County, Texas.
   (C) Easement to West Texas Gas Company recorded in Volume 68, Page 617, Deed Records of Midland County, Texas.
   (D) Easement to Atlantic Pipeline Company recorded Volume 70, page 214, Deed Records of Midland County, Texas;
   (E) Easement to Texas Electric Service Company recorded Volume 37, Page 304, Volume 71, page 302, Volume 73, Page 561, Volume 99, Page 416, Volume 105, Page 321, Volume 260, Page 195, Volume 319, Page 265, Volume 385, Page 392, Volume 388, Page 160, Volume 392, Page 719, Volume 480, Page 374, Volume 552, Page 276, Volume 660, Page 6, Volume 660, Page 7, Deed Records of Midland County, Texas;
   (F) Easement to Southwestern Bell Telephone Company recorded Volume 472, page 631, Volume 502,0 Page 251, Volume 2709, Page 178, Deed Records of Midland County, Texas;
   (G) Easement to Pasotex Pipeline Company recorded Volume 368, page 111, Deed Records of Midland County, Texas;
   (H) Easement to Retinas R Us, LLC recorded Document Number 2015-13941, Official Records of Midland County, Texas;
   (I) Easement to Pro Terminal Operators, LC recorded Document Number 2017-36732, Official Records of Midland County, Texas;

This title opinion does not address matters such as liens, unrecorded instruments, leases, utility liens, or property taxes that may be owed with respect to the Property.

Very truly yours,

HARRIS E. KERR

City Council Meeting

Item Number: **27**

Meeting Date: **June 23, 2020**

To: **City Council / City Manager**

From: **Tim Meek, Presiding Judge**

Subject: AN ORDINANCE AMENDING TITLE I, "ADMINISTRATIVE", CHAPTER 7, "MUNICIPAL COURT", OF THE CITY CODE OF MIDLAND, TEXAS, BY ADDING SECTION 20, "REIMBURSEMENT FEE FOR CREDIT OR DEBIT CARD PAYMENTS"; CONTAINING A CUMULATIVE CLAUSE; AND CONTAINING A SAVINGS AND SEVERABILITY CLAUSE **(MUNICIPAL COURT)**

Purpose:

Hold a public hearing and consider an ordinance amending Title 1, "Administrative," Chapter 7, "Municipal Court," of the City Code of Midland, Texas, by adding Section 20, "Reimbursement Fee for Credit Card Payments"; containing a cumulative clause; containing a savings and severability clause; and ordering publication.

Recommended City Council Action:

Approve

Fiscal Impact:

The Midland Municipal Court has spent the following on credit and debit card fees for the past four years:

Fiscal Year 2016	$ 34,482.58
Fiscal Year 2017	$ 46,016.08
Fiscal Year 2018	$ 48,961.87
Fiscal Year 2019	$ 41,606.32

As of June 10th, 2020, the Municipal Court has accrued $27,178.97 in credit card fees for fiscal year 2020, with almost four months still remaining in the budgeted year. By passing this ordinance, the City of Midland is saving a potential average of $42,766.71 per fiscal year.

Discussion:

Currently, Midland Municipal Court assumes the costs of credit and debit card fees when processing payments received at the court. As discussed above, this is an enormous burden for the city to assume, as it averages roughly $42,766.71 each year to implement.

To combat this, the court is recommending the collection of a 2.5% reimbursement fee for processing payments by credit or debit card. Members of the public who choose to utilize a card will be informed of this fee, which is calculated based off of 2.5% of the fee, fine, court cost, or other charge assessed by the court, and will be processed automatically. This 2.5% fee will account for all costs associated with utilizing credit and debit cards; the city will no longer be required to budget for these fees.

Many courts and counties throughout Texas have already implemented a similar fee associated with credit cards. Below is a list of several to name a few:

1. Midland County
2. Dallas County
3. Brazos County
4. Arlington Municipal Court
5. College Station Municipal Court

In these current economic times, it has never been more imperative to be as fiscally responsible as possible. With the potential of enormous savings that this reimbursement fee brings, the Midland Municipal Court is recommending approval on this amendment.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 1, "ADMINISTRATIVE", CHAPTER 7, "MUNICIPAL COURT", OF THE CITY CODE OF MIDLAND, TEXAS, BY ADDING SECTION 20, "REIMBURSEMENT FEE FOR CREDIT OR DEBIT CARD PAYMENTS"; CONTAINING A CUMULATIVE CLAUSE; AND CONTAINING A SAVINGS AND SEVERABILITY CLAUSE;

WHEREAS, pursuant to Chapter 132 of the Texas Local Government Code, the City Council may authorize the municipal court clerk to collect a reimbursement fee for processing each payment, by credit or debit card, of a fee, fine, court cost or other charge assessed by the municipal court;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That Midland City Code Title 1, "Administrative", Chapter 7, "Municipal Court", shall be amended by adding Section 20, "Reimbursement Fee for Credit or Debit Card Payments", which shall read as follows:

1-7-20. Reimbursement Fee for Credit or Debit Card Payments.

The municipal court clerk may collect a reimbursement fee of 2.5% for processing each payment, by credit or debit card, of a fee, fine, court cost or other charge assessed by the municipal court.

SECTION TWO. The provisions of this ordinance are to be cumulative of all other 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.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2020; 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., 2020, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2020.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: **28**
Meeting Date: **July 14, 2020**
To: **City Council / City Manager**
From: **Ron Jenkins, Oil and Gas Coordinator**

Approved for Agenda:

City Manager's Office

080-2020

Subject: **The proposed granting of oil and gas well permits to Parsley Energy Operations, LLC for the drilling of the following oil and gas wells: Hogan 1-13-D-2407H; Hogan 1-24-F-2411H; and Hogan 1-24-H-2415H; said wells being generally located between 320 feet and 380 feet south of Solomon Lane extension and 1,541 feet west of N Fairgrounds Road extension. District 1. (DEVELOPMENT SERVICES)**

Purpose:

Parsley Energy Operations, LLC, for the drilling of oil gas wells, as listed prior. This is an opportunity for the Council to receive public comment. Council may consider this permit following a 30-day public comment period and at a regularly scheduled meeting. No notices of objection received.

Recommended City Council Action:

DirectionalInformational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed this well site in detail and recommends approval. Parsley Energy Operations is the surface owner and will be using 24 ft. tall sound walls on the north and west sides of the pad sites during drilling and fracing. In addition, a quiet frac fleet system will be used as in the past. The tank battery for these wells are located approximately 2 miles to the east in the county. Receiving support of the Oil & Gas Advisory Committee, Parsley Energy Operations, LLC is

requesting the following variances:

(1) Requests variance for twenty-four-hour fracing operations and use of a workover rig during the completion process directly following the fracing operation.
(2) Requests a variance from landscaping. Stating the proposed fencing plan provides adequate screening from adjacent roads and parcels.
(3) Requests variance to the Road Repair Agreement due to no city streets will be used.

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Flow Line Location;

City Council Agenda

MEETING DATE: July 14, 2020

TO: CITY COUNCIL/CITY MANAGER

FROM: Ron Jenkins, Oil & Gas Coordinator

SUBJECT: **The proposed granting of oil and gas well permits to Parsley Energy Operations, LLC for the drilling of the following oil and gas wells: Hogan 1-13-D-2407H; Hogan 1-24-F-2411H; and Hogan 1-24-H-2415H; said wells being generally located between 320 feet and 380 feet south of Solomon Lane extension and 1,541 feet west of N Fairgrounds Road extension. District 1.**

Purpose:

Parsley Energy Operations, LLC, for the drilling of oil gas wells, as listed prior. This is an opportunity for the Council to receive public comment. Council may consider this permit following a 30-day public comment period and at a regularly scheduled meeting. No notices of objection received.

Recommended City Council Action

☐ Approve ☐ Deny ☒ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed this well site in detail and recommends approval. Parsley Energy Operations is the surface owner and will be using 24 ft. tall sound walls on the north and west sides of the pad sites during drilling and fracing. In addition, a quiet frac fleet system will be used as in the past. The tank battery for these wells are located approximately 2 miles to the east in the county. Receiving support of the Oil & Gas Advisory Committee, Parsley Energy Operations, LLC is requesting the following variances:

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Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Flow Line Location;

CASE NO. OIL-025321-2020

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
5/1/2020	Parsley Energy Operations, LLC	1703 ECR 120, Midland, TX 79703

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 704-2500
Mark Timmons	1703 ECR 120, Midland, TX 79703	Rep. Fax
Fee: $4,000.00 Rec'd Yes_X No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Justin Smith (432) 528-1994
1703 ECR 120 Midland, TX 79703

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit "C"
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Bryan A. Shores ***, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from , a Certified Petroleum Landman/an opinion letter from ,*** ***a licensed Texas Attorney)*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

-Undeveloped and existing oil and gas facilities

ATTACHED AS EXHIBIT D **is Current Tax Roll from Midland Central Appraisal District), which lists**

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Hogan 1-13-D-2407H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

Attached as Exhibit V.

Legal Description of Proposed Well Site:
SHL - 2341' FSL and 1541' FEL-Situated in Section 1, A-11, Block X,H.P. Hilliard Survey, Midland County, TX

BHL - 40' FSL and 2310' FWL-Situated in Section 13, A-35,Block 39, T-1-S,T& P RR Co,Midland County,TX

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

ATTACHED AS EXHIBIT I **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

ATTACHED AS EXHIBIT J **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

ATTACHED AS EXHIBIT K (if applicable) **is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M **is the Road Repair Agreement and** ***Letter of Credit/Certificate of Deposit/Surety Bond*** **in the amount of at least $25,000.** ***Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):*** **Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000** ***letter of credit/certificate of deposit/surety bond*** **in conjunction with this request. [See § J(31)].**

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling:
None.

(2) Opera tions:

Electrical.

Description of water source to be used during Drilling:

Water will be stored in off-site frac ponds. Water source will be from an off-site water well or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

Attached as Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Parsley will use a closed loop mud circulating system, not open reserve pits.

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P **is the** *Letter of Credit/Certificate of Deposit* **in accordance with Subsection (K)(2). [See § J(18)].**

ATTACHED AS EXHIBIT Q **are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

ATTACHED AS EXHIBIT R **is the required Insurance Certificate. [See § J(19) and § K(3)].**

ATTACHED AS EXHIBIT S (if applicable) **is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

ATTACHED AS EXHIBIT T **is Applicant's Emergency Action Response Plan. [See § J(22)].**

ATTACHED AS EXHIBIT U **is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

PARSLEY ENERGY
[NAME OF COMPANY]

By _____ MARK TIMMONS
Its VICE PRESIDENT - FIELD OPERATIONS

State of TEXAS)

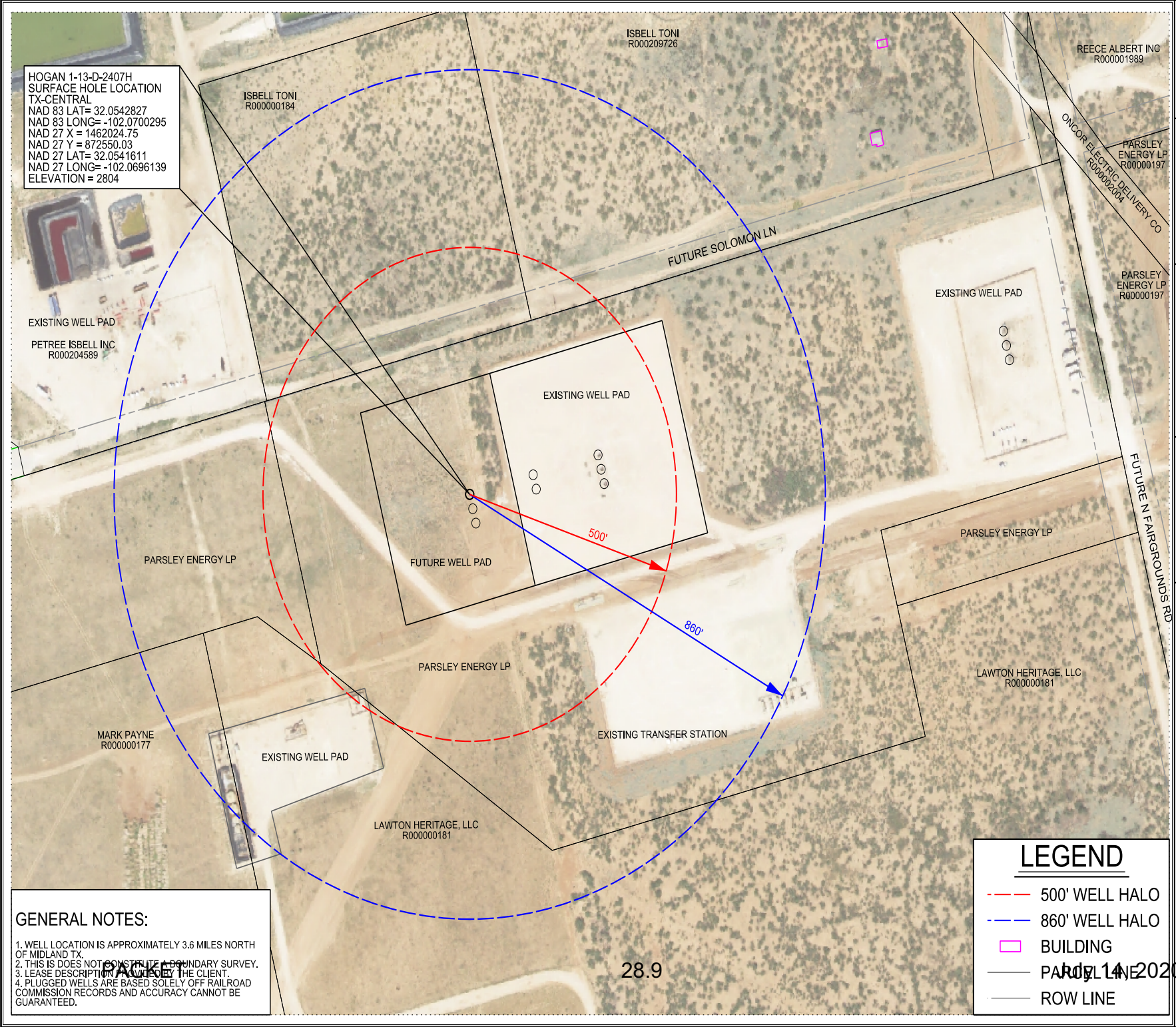
County of MIDLAND)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

_____
Notary Public, State of Texas

[S E A L]

HEATHER ROBERTS
My Notary ID # 130326672
Expires August 10, 2023



HOGAN

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:
PARSLEY ENERGY OPERATIONS LLC.
1703 ECR 120
MIDLAND, TX 79703

PARSLEY
303 COLORADO ST.
#3000
AUSTIN, TX 78701
PHONE: 737-704-2300

SITE PLAN PREPARED BY:
PELOTON
LAND SOLUTIONS
9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:
LUCHINI & MERTZ LAND SURVEYING CO.
P.O. BOX 1963
MIDLAND, TX 79702
PHONE: (432) 684-6728
TBPLS FIRM NO. 10086500

PROJECT NO: PEI 17002	
FILE PATH:Petro\Exhibits\BaseSheets	
DRAWN BY: CH	
REVIEWED BY: AH	
DATE: APRIL 2020	
REV:	

NORTH

0 100' 200' 300'
GRAPHIC SCALE

SHEET CONTENT

EXHIBIT 'E'

AERIAL SITE PLAN
Hogan 1-13-D-2407H

Situated in Section 1, A-11
Block X, H.P. Hilliard Survey,
Midland County, Texas

LEGEND

- 500' WELL HALO
- 860' WELL HALO
- BUILDING
- PARCEL LINE
- ROW LINE

GENERAL NOTES:

1. WELL LOCATION IS APPROXIMATELY 3.6 MILES NORTH OF MIDLAND TX.
2. THIS IS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
3. LEASE DESCRIPTION PROVIDED BY THE CLIENT.
4. PLUGGED WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION RECORDS AND ACCURACY CANNOT BE GUARANTEED.

PAGE 1

28.9

July 14, 2020

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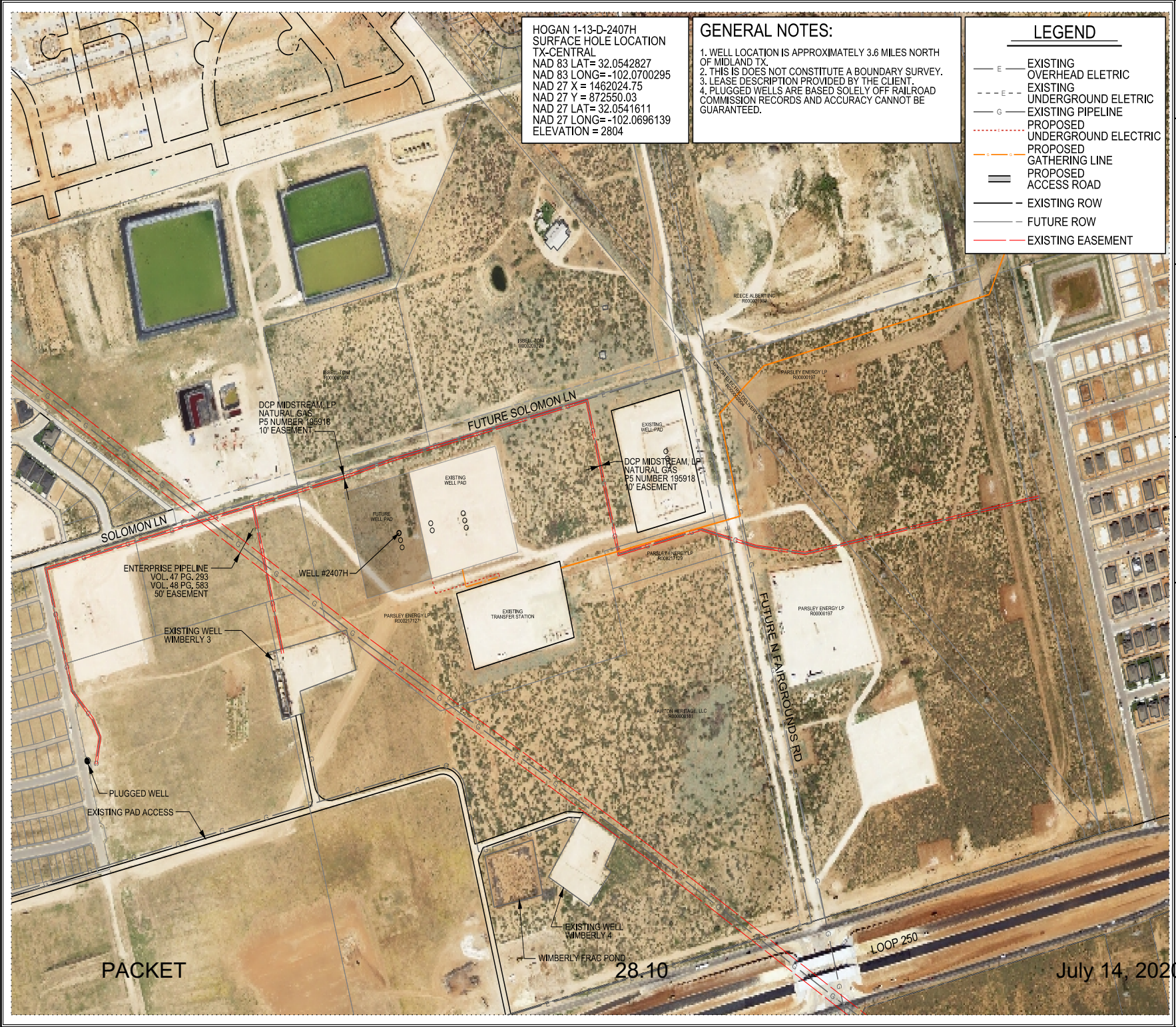
4/21/2020



HOGAN

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:
PARSLEY ENERGY OPERATIONS LLC.
1703 ECR 120
MIDLAND, TX 79703

PARSLEY
303 COLORADO ST.
#3000
AUSTIN, TX 78701
PHONE: 737-704-2300

SITE PLAN PREPARED BY:
PELOTON LAND SOLUTIONS
9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:
LUCHINI & MERTZ LAND SURVEYING CO.
P.O. BOX 1963
MIDLAND, TX 79702
PHONE: (432) 684-6728
TBPLS FIRM NO. 10086500

PROJECT NO: PEI 17002	
FILE PATH:Petrol\Exhibits\BaseSheets	
G-LocationSitePlan	
DRAWN BY: CH	
REVIEWED BY: AH	
DATE: APRIL 2020	
REV:	

NORTH
0 200' 400' 600'
GRAPHIC SCALE

SHEET CONTENT

EXHIBIT 'G' - 1

DRILL SITE, GATHERING LINES, ACCESS ROAD, ELECTRIC

Hogan 1-13-D-2407H

Situated in Section 1, A-11
Block X, H.P. Hilliard Survey,
Midland County, Texas

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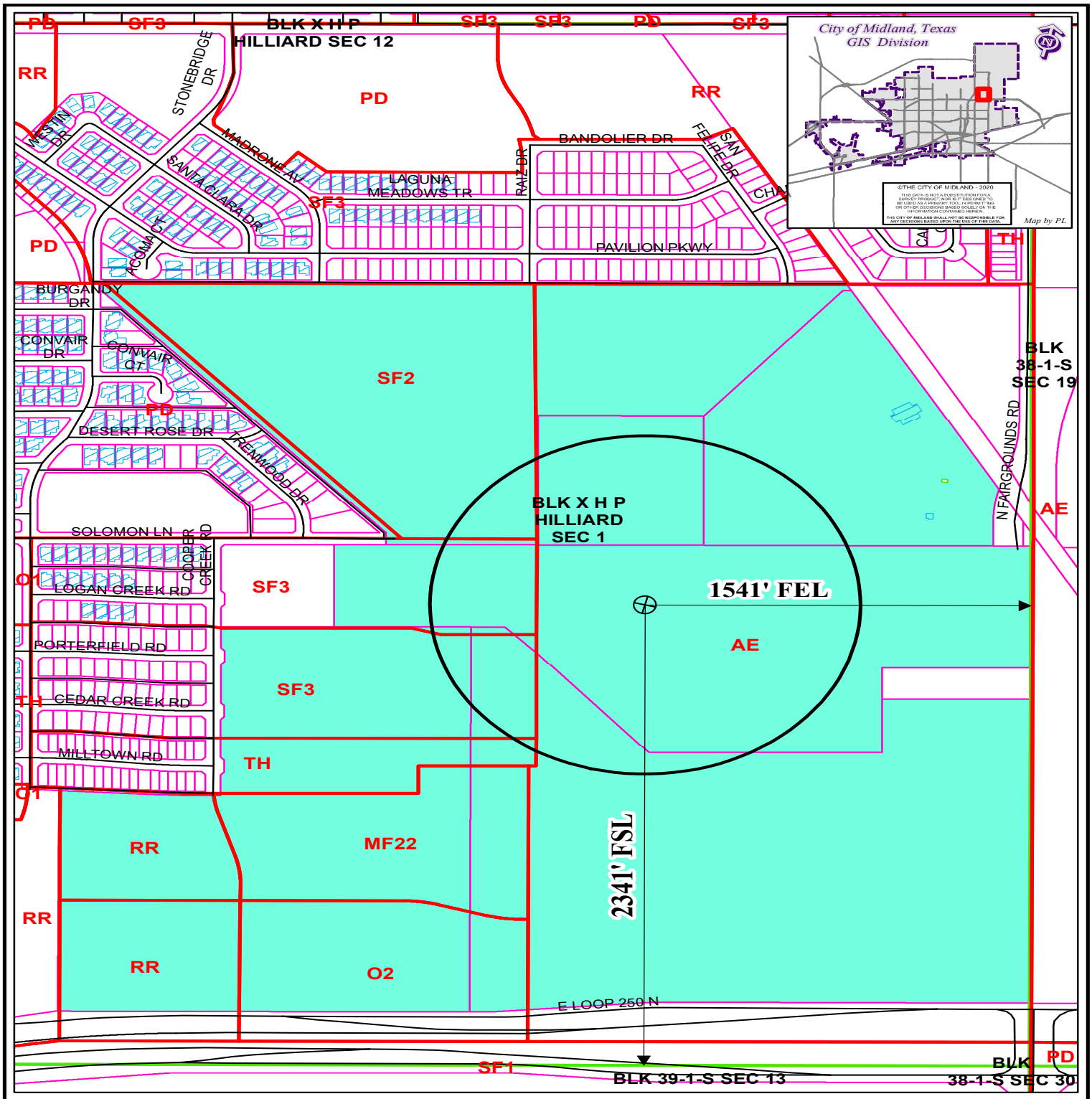


LOCATION AND ZONING MAP

Oil-025321-2020 **Scale: 1" = 550'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 2,341' FSL and 1,541' FEL, Section 1, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 320 feet south of Solomon Lane extension and 1,540 feet west of N Fairgrounds Road extension.

Hogan 1-13-D-2407H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F, 1F2, 1F3	ONE-FAMILY DWELLING	LR, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
5/1/2020	Parsley Energy Operations, LLC	1703 ECR 120, Midland, TX 79703

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Mark Timmons	1703 ECR 120, Midland, TX 79703	(432) 704-2500
		Rep. Fax
Fee: $4,000.00 Rec'd Yes_X No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

Justin Smith (432) 528-1994
1703 ECR 120 Midland, TX 79703

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit "C"
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Bryan A. Shores ***, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from*** ***, a Certified Petroleum Landman/an opinion letter from*** ***, a licensed Texas Attorney)*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

-Undeveloped and existing oil and gas facilities

ATTACHED AS EXHIBIT D **is Current Tax Roll from Midland Central Appraisal District), which lists**

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Hogan 1-24-F-2411H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

Attached as Exhibit V.

Legal Description of Proposed Well Site:
SHL - 2281' FSL and 1541' FEL-Situated in Section 1, A-11, Block X,H.P. Hilliard Survey, Midland County, TX

BHL - 1801' FNL and 1650' FEL-Situated in Section 24, A-561,Block 39, T-1-S,T& P RR Co,Midland County,TX

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

ATTACHED AS EXHIBIT I **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

ATTACHED AS EXHIBIT J **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

ATTACHED AS EXHIBIT K (if applicable) **is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M **is the Road Repair Agreement and** ***Letter of Credit/Certificate of Deposit/Surety Bond*** **in the amount of at least $25,000.** ***Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):*** **Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000** ***letter of credit/certificate of deposit/surety bond*** **in conjunction with this request. [See § J(31)].**

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling:
None.

(2) Opera tions:

Electrical.

Description of water source to be used during Drilling:

Water will be stored in off-site frac ponds. Water source will be from an off-site water well or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

Attached as Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Parsley will use a closed loop mud circulating system, not open reserve pits.

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

PARSLEY ENERGY
[NAME OF COMPANY]

By _____ MARK TIMMONS
Its VICE PRESIDENT - FIELD OPERATIONS

State of TEXAS)

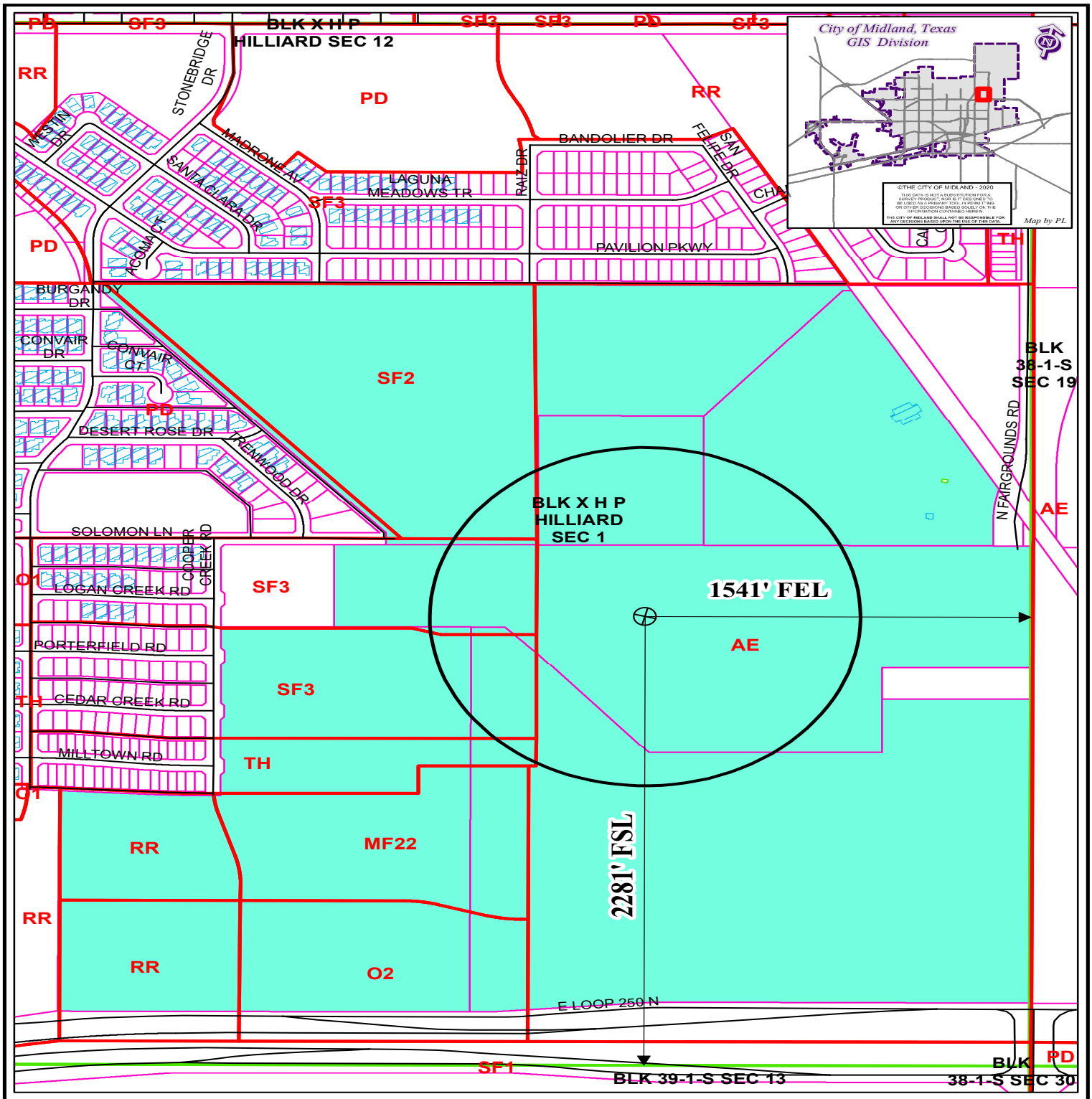
County of MIDLAND)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

_____
Notary Public, State of TEXAS

[S E A L]

HEATHER ROBERTS
My Notary ID # 130326672
Expires August 10, 2023



LOCATION AND ZONING MAP

Oil-025318-2020 **Scale: 1" = 550'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 2,281' FSL and 1,541' FEL, Section 1, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 380 feet south of Solomon Lane extension and 1,541 feet west of N Fairgrounds Road extension.

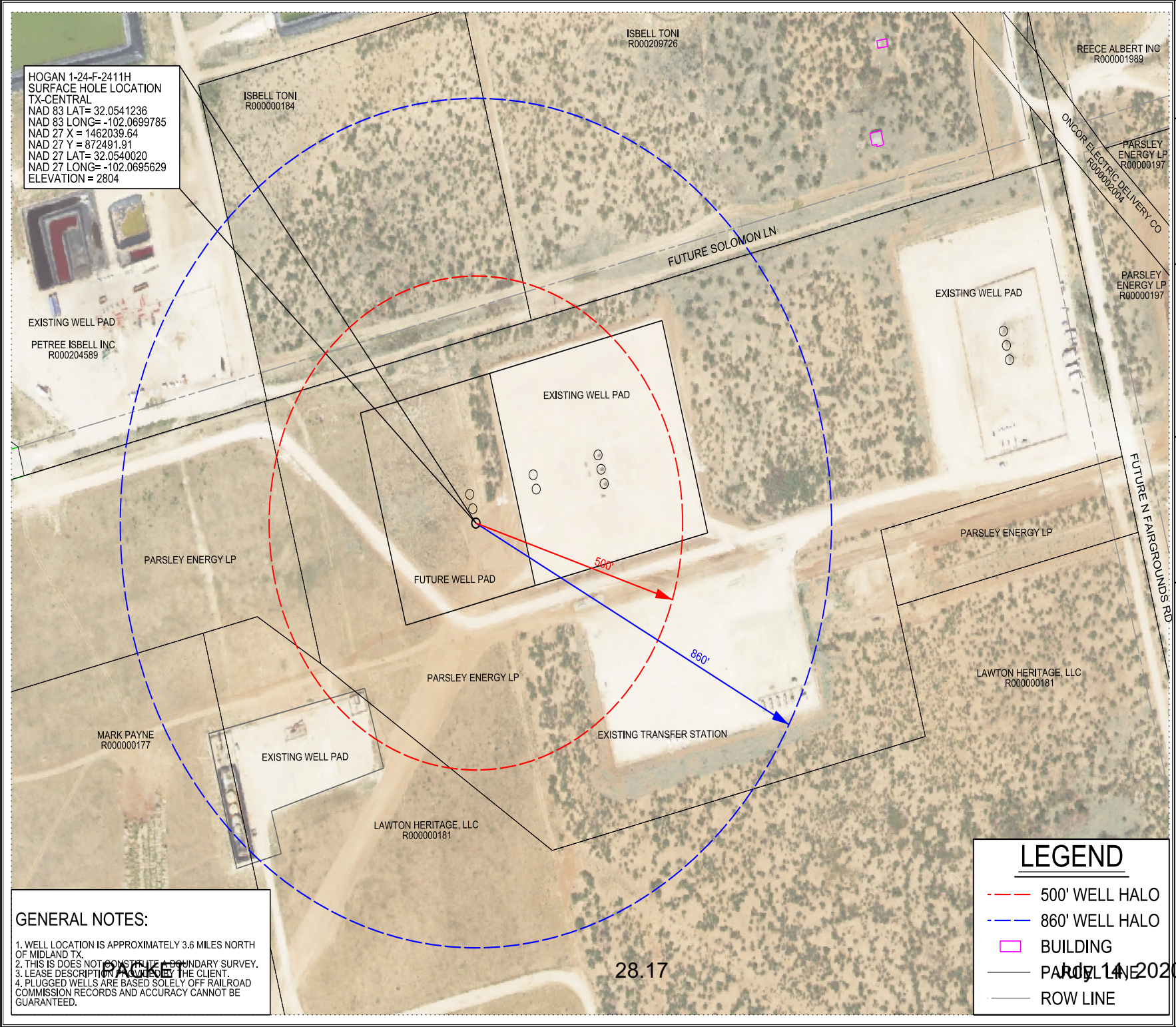
Hogan 1-24-F-2411H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY



HOGAN

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:
PARSLEY ENERGY OPERATIONS LLC.
1703 ECR 120
MIDLAND, TX 79703

PARSLEY
303 COLORADO ST.
#3000
AUSTIN, TX 78701
PHONE: 737-704-2300

SITE PLAN PREPARED BY:
PELOTON
LAND SOLUTIONS
9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:
LUCHINI & MERTZ LAND SURVEYING CO.
P.O. BOX 1963
MIDLAND, TX 79702
PHONE: (432) 684-6728
TBPLS FIRM NO. 10086500

PROJECT NO: PEI 17002	
FILE PATH:Petro\Exhibits\BaseSheets	
DRAWN BY: CH	
REVIEWED BY: AH	
DATE: APRIL 2020	
REV:	

SHEET CONTENT

EXHIBIT 'E'

AERIAL SITE PLAN
Hogan 1-24-F-2411H

Situated in Section 1, A-11
Block X, H.P. Hilliard Survey,
Midland County, Texas

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4/21/2020 9:05:56 PM

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
5/1/2020	Parsley Energy Operations, LLC	1703 ECR 120, Midland, TX 79703

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 704-2500
Mark Timmons	1703 ECR 120, Midland, TX 79703	Rep. Fax
Fee: $4,000.00 Rec'd Yes_X No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Justin Smith (432) 528-1994
1703 ECR 120 Midland, TX 79703

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit "C"
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Bryan A. Shores ***, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from*** ***, a Certified Petroleum Landman/an opinion letter from*** ***, a licensed Texas Attorney)*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

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ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Hogan 1-24-H-2415H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

Attached as Exhibit V.

Legal Description of Proposed Well Site:
SHL - 2311' FSL and 1541' FEL-Situated in Section 1, A-11, Block X,H.P. Hilliard Survey, Midland County, TX

BHL - 2124' FNL and 330' FEL-Situated in Section 24, A-561,Block 39, T-1-S,T& P RR Co,Midland County,TX

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(2) Opera tions:

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***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

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PARSLEY ENERGY
[NAME OF COMPANY]

By _____ MARK TIMMONS
Its VICE PRESIDENT - FIELD OPERATIONS

State of TEXAS)

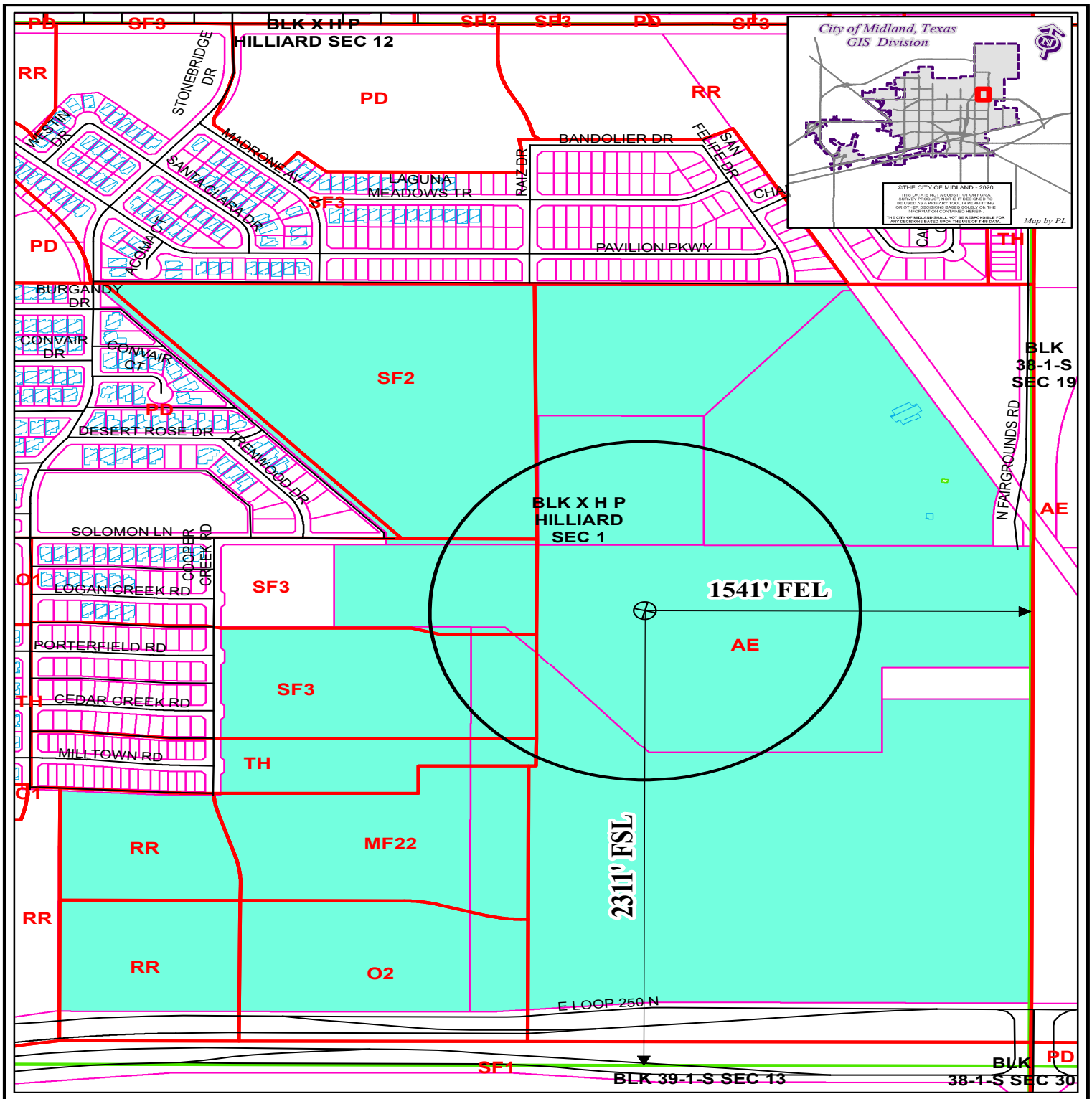
County of MIDLAND)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

_____
Notary Public, State of Texas

[S E A L]

HEATHER ROBERTS
My Notary ID # 130326672
Expires August 10, 2023



LOCATION AND ZONING MAP

Oil-025320-2020 **Scale: 1" = 550'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 2,311' FSL and 1,541' FEL, Section 1, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 350 feet south of Solomon Lane extension and 1,541 feet west of N Fairgrounds Road extension.

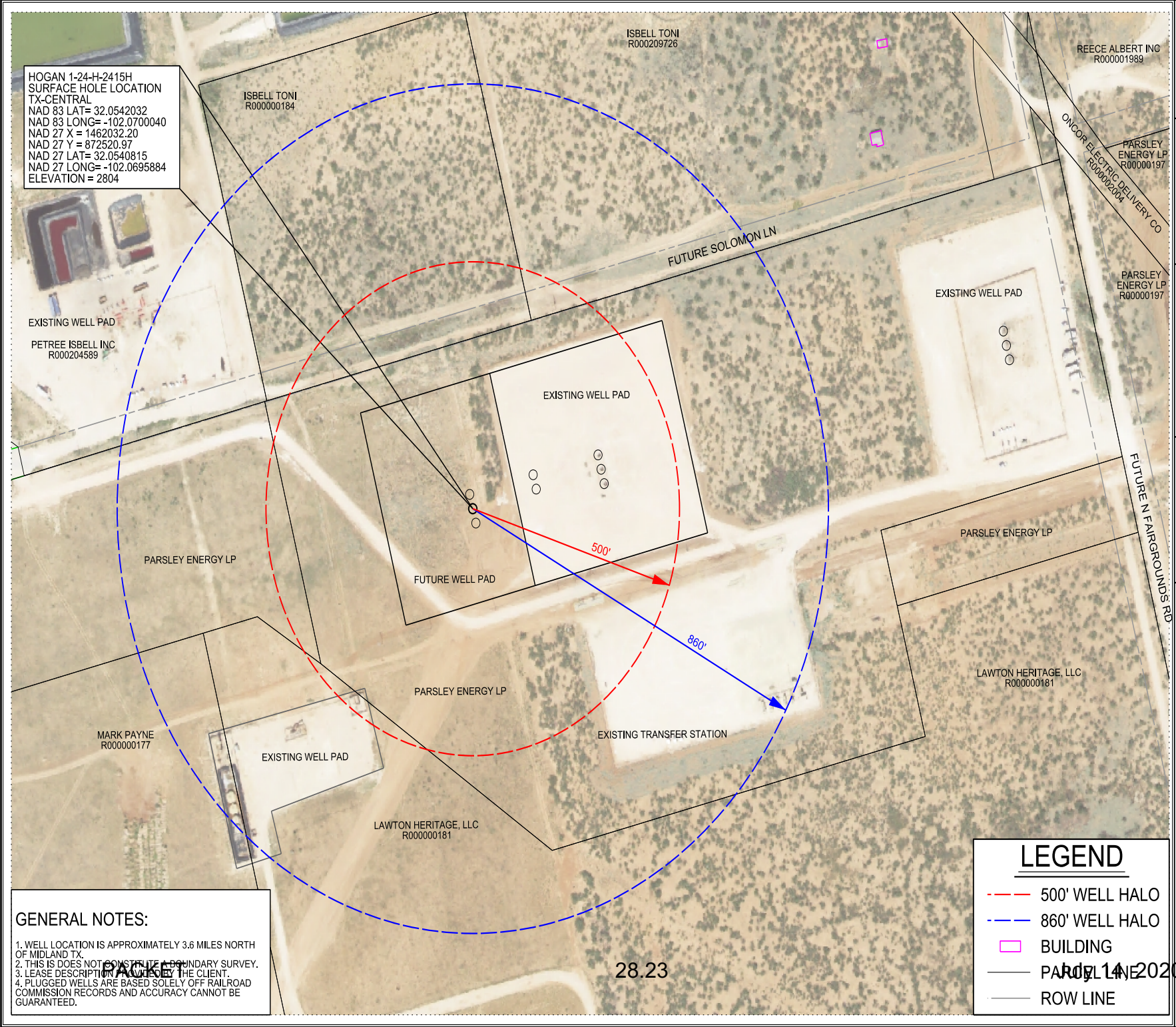
Hogan 1-24-H-2415H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F, 2F, 3F	ONE-FAMILY DWELLING	LR, LR1, LR2	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY



GENERAL NOTES:

1. WELL LOCATION IS APPROXIMATELY 3.6 MILES NORTH OF MIDLAND TX.
2. THIS IS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
3. LEASE DESCRIPTION PROVIDED BY THE CLIENT.
4. PLUGGED WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION RECORDS AND ACCURACY CANNOT BE GUARANTEED.

PACKET

28.23

July 14, 2020

HOGAN

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:
PARSLEY ENERGY OPERATIONS LLC.
1703 ECR 120
MIDLAND, TX 79703

PARSLEY
303 COLORADO ST.
#3000
AUSTIN, TX 78701
PHONE: 737-704-2300

SITE PLAN PREPARED BY:
PELOTON LAND SOLUTIONS
9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:
LUCHINI & MERTZ LAND SURVEYING CO.
P.O. BOX 1963
MIDLAND, TX 79702
PHONE: (432) 684-6728
TBPLS FIRM NO. 10086500

PROJECT NO: PEI 17002
FILE PATH:Petro\Exhibits\BaseSheets
DRAWN BY: CH
REVIEWED BY: AH
DATE: APRIL 2020
REV:

NORTH

0 100' 200' 300'
GRAPHIC SCALE

SHEET CONTENT

EXHIBIT 'E'

AERIAL SITE PLAN
Hogan 1-24-H-2415H

Situated in Section 1, A-11
Block X, H.P. Hilliard Survey,
Midland County, Texas

Printed by: CHamilton
9:03:25 PM
4/21/2020

City Council Meeting

Item Number: 29

Meeting Date: July 14, 2020

To: City Council / City Manager

From: Joseph Marynak,

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 8, EASTOVER ADDITION, THIRD EXTENSION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF EAST TEXAS AVENUE, APPROXIMATELY 50 FEET WEST OF NORTH TILDEN 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** (DEVELOPMENT SERVICES)

Purpose:

The applicant, Jose Alfredo Zarate Mendez, is requesting a Zone Change from MF-22, Multiple Family Dwelling District to SF-3, Single Family Dwelling District, at 1708 East Texas Avenue, the for construction of a single family house.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Discussion:

MF-22, Multiple Family Dwelling District

Surrounding Zoning and Land Use:

The properties to the north, east, south, and west are zoned MF-22, Multiple Family Dwelling District and the locations of single family residences and vacant lots, respectively.

Analysis:

The applicant is requesting this zone change for the purposes of constructing a single family home. This construction was allowed in this area under the previous zoning code and makes up the prevailing construction type in this neighborhood.

This proposed zone change has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objection to zone change.

Code: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Transportation: (Approved)

No objections to zone change.

Planning:

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, “Future Land Use Map” as it designates this area for Urban Residential, a classification which calls for single family detached housing.

This item was approved at the June 15, 2020 Planning and Zoning Commission Meeting.

Staff recommends approval of the zone change from MF-22, Multiple Family Dwelling District to SF-3, Single Family Dwelling District, subject to condition A.

Conditions:

A. That the use and development of this property shall conform to the regulations of the SF-3. Single Family Dwelling District.

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 8, EASTOVER ADDITION, THIRD EXTENSION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF EAST TEXAS AVENUE, APPROXIMATELY 50 FEET WEST OF NORTH TILDEN STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 2, Block 8, Eastover Addition, Third Extension, City and County of Midland, Texas (the "Property") to SF-3, Single-Family Dwelling District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2020; 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., 2020, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2020.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Robert Patrick, Assistant City Manager

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-20 0181

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Jose Alfredo Zarate Mendez		Phone (432) 260 6127 Email alfredo100809@gmail.com	
Address 500 S. webster st	City Midland	State TX	Zip 79701

Property Owner Printed Name: Jose Alfredo Zarate Mendez		Phone (432) 260 6127 Email alfredo100809@gmail.com	
Address 500 S. webster st	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 1708 E Texas Av.

Legal Description
Lot: 002 Block: 008 Subdivision: Eastover third ext.

Current Zoning: MF-22	**Proposed Zone:** SF-3 *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: single family construction

Present Use of Property: vacant

Proposed Use of Property: house construction

How would this zone change affect the public health, safety and welfare? no

Describe how conditions affecting the property have changed since present zoning designation: _____

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 05-26-2020
Applicant (printed): Jose Alfredo Zarate Mendez	
Property Owner (signature):	Date: 05-26-2020
Property Owner (printed): Jose Alfredo Zarate Mendez	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

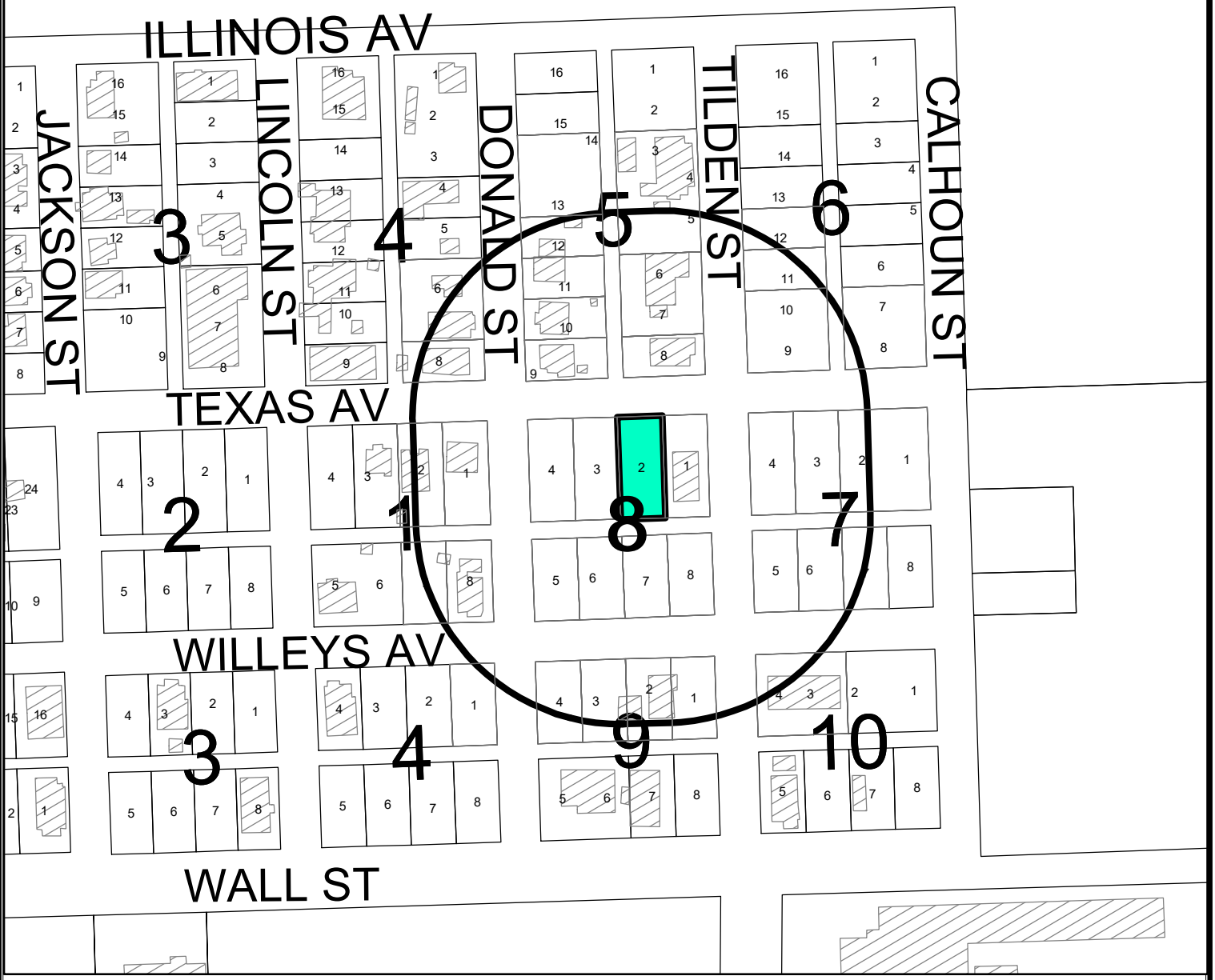
Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check #_____	
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

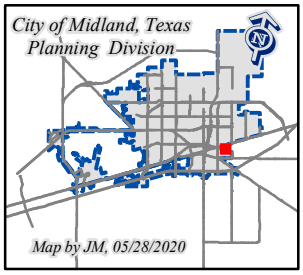
Z-20-0181 **Scale: 1" = 150'**

Consider a request by Jose Alfredo Zarate Mendez, for a zone change from MF-22, Multiple Family Dwelling District to SF-3, Single Family Dwelling District on Lot 2, Block 8, Eastover Addition, Third Extension, City and County of Midland, Texas.

Generally located on the south side of East Texas Avenue, approximately 50 feet west of North Tilden Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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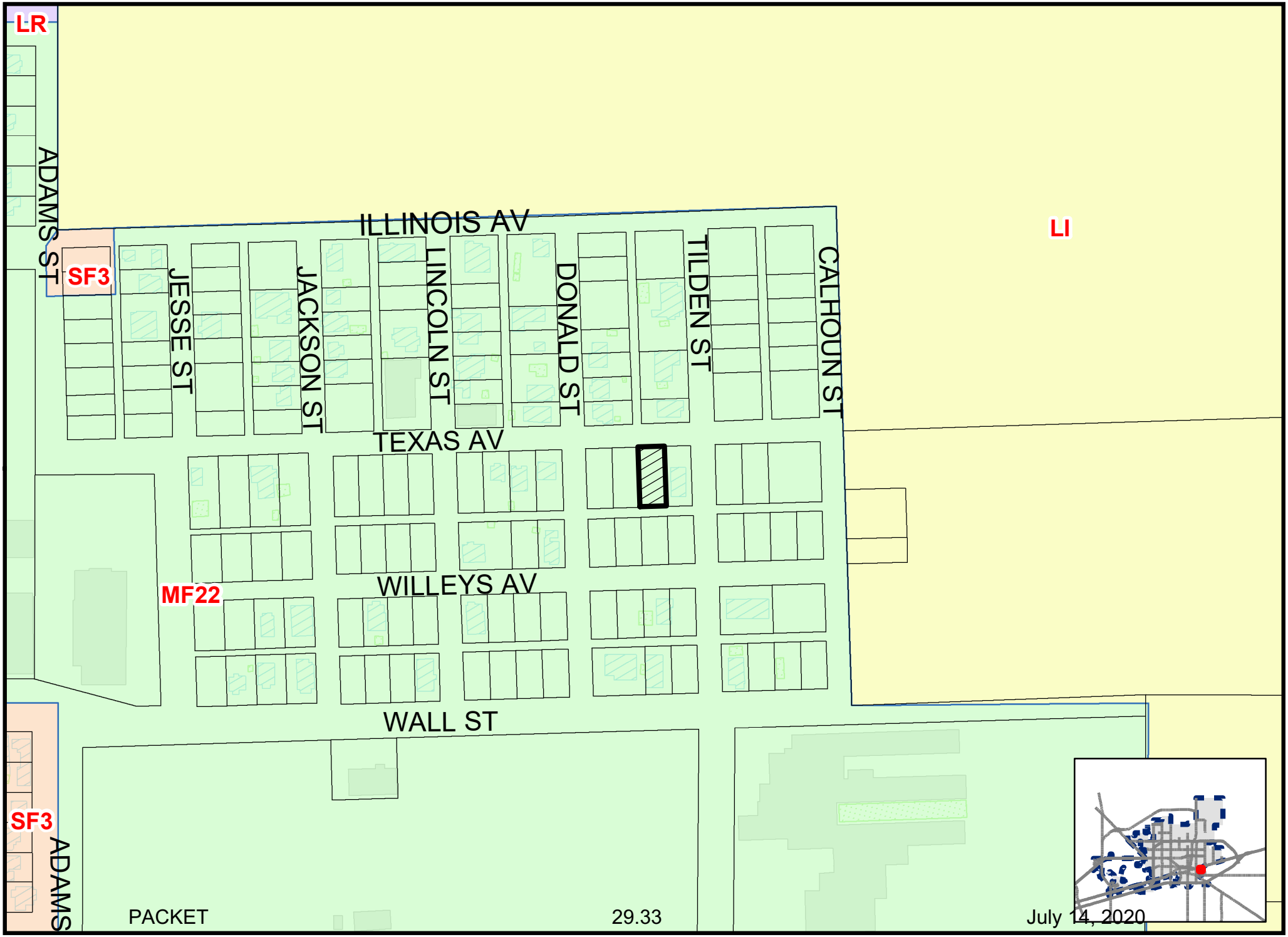
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By JM, 06/09/2020

Z-20-0181

Scale: 1" = 200'

ZONING MAP

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STOP




STOP

City Council Meeting

Item Number: 30

Meeting Date: July 14, 2020

To: City Council / City Manager

From: Joseph Marynak,

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE WEST HALF OF LOT 1, BLOCK 4, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF SOUTH STREET, APPROXIMATELY 95 FEET WEST OF NORTH TYLER STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION Council District 2 (DEVELOPMENT SERVICES)

Purpose:

The applicant, Ramona Ruiz, is requesting a Zone Change from LI, Light Industrial District to RR, Regional Retail District, on the west half of Lot 1, Block 4, Moody Addition, for a barber shop.

Recommended City Council Action:

Deny

Fiscal Impact:

No City funds are required to process this request.

Discussion:

Current Zoning:

LI, Light Industrial District

Surrounding Zoning and Land Use:

The properties to the north and west are zoned MF-22, Multiple Family Dwelling Disrtict and are the locations of single family houses. The properties to the east and south are zoned LI, Light Industrial District and are the locations of a bakery and a church, respectively.

Analysis:

The applicant is requesting this zone change for to remodel an eisting garage into a barber shop. This use is not permitted in the LI, Light Industrial District, so the applicant is requesting to rezone the property to a district which allows this use.

As this property is a portion of a lot, it will need to be replatted prior to a building permit being issued. Furthermore, the size of this property is currently 3,500 square feet, which does not meet the minimum lot size requirements of 8,000 square feet for the RR, Regional Retail District or any other zoning district that permits the operation of a barber shop. Therefore, this property will also require a special exception to the minimum lot size requirement

This proposed zone change has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections

Building: (Approved)

The change in floor plan, mainly the small addition and the changing of the doorway on the front of the building will require permits and inspections from the City of Midland Code Administration Division. Per state law, any alteration of a commercial building requires an asbestos report and possible removal of asbestos laden materials before permitting and construction can proceed.

Engineering: (Approved)

No objections to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

As the nearest RR, Regional Retail District is 383 feet away along Lamesa Road and since the existing conditions of this property do not conform to various zoning requirements, staff would recommend denial of this request. However, if approved, staff recommends that it be subject to condition A.

This request was approved at the June 15, 2020 Planning and Zoning Commission meeting.

Conditions:

A. That the use and development of this property shall conform to the regulations of the RR, Regional Retail District.

Letters of Objection:

Staff has not received any letters of objection as of June 8, 2020.

Attachments:

Site Plan
Survey
Application
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE WEST HALF OF LOT 1, BLOCK 4, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF SOUTH STREET, APPROXIMATELY 95 FEET WEST OF NORTH TYLER STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning the west half of Lot 1, Block 4, Moody Addition, City and County of Midland, Texas (the "Property") to RR, Regional Retail District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from LI, Light Industrial District to RR, Regional Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2020; 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., 2020, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2020.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Robert Patrick, Assistant City Manager

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-20-0180

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)*		Phone (432) 212-7523 Email Ramonaqiballo1331@gmail.com	
Printed Name: Romona L. Ruiz			
Address 3600 S COUNTY RD	City Midland	State TX	Zip 79706

Property Owner		Phone ( ) Email	
Printed Name: Romona L. Ruiz			
Address 511 N TYLER ST.	City MIDLAND	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)*		Phone ( ) Email	
Firm: Applicant is Represent Her self			
Printed Name:			
Address	City	State	Zip

Street Address: 511 N TYLER ST, Midland TX 79701

Legal Description
Lot: W2 | Block: 4 | Subdivision: Moody Addition

Current Zoning: Light industrial District

Proposed Zone: RR, Regional Retail
(List by tracts if more than one district is requested)

Reason for Zone Change Request: CHANGE REQUEST FOR THE OPERATION OF A BARBER SHOP

Present Use of Property: HAS A GARAGE WITH SEWER / WATER / AND ELECTRICAL

Proposed Use of Property: FOR INDEPENDENTLY USE OR A BARBER SHOP

How would this zone change affect the public health, safety and welfare? IT WOULD BRING IN TO THE AREA A VANUABLE RESOURCE to the Public To Maintain Good Health and Bring the ABANDAND Property UP IN VALUE

Describe how conditions affecting the property have changed since present zoning designation: THE PROPERTY HAS BEEN ABANDOND FOR MANY YEARS AND I WANT TO HELP THE COMMUNITY IMPROVE BY BRINGING MY CUSTOMERS IN the AREA A Nice Place to Improve their Healt AND My NEW Neighbors a present view other then a vacant DIRTY lot.

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): Ramona Laura Ruiz	Date:
Applicant (printed): RAMONA Laura RUIZ	
Property Owner (signature): Ramona Laura Ruiz	Date:
Property Owner (printed) : RAMONA Laura RUIZ	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20___, to certify which witness my hand and seal of office.

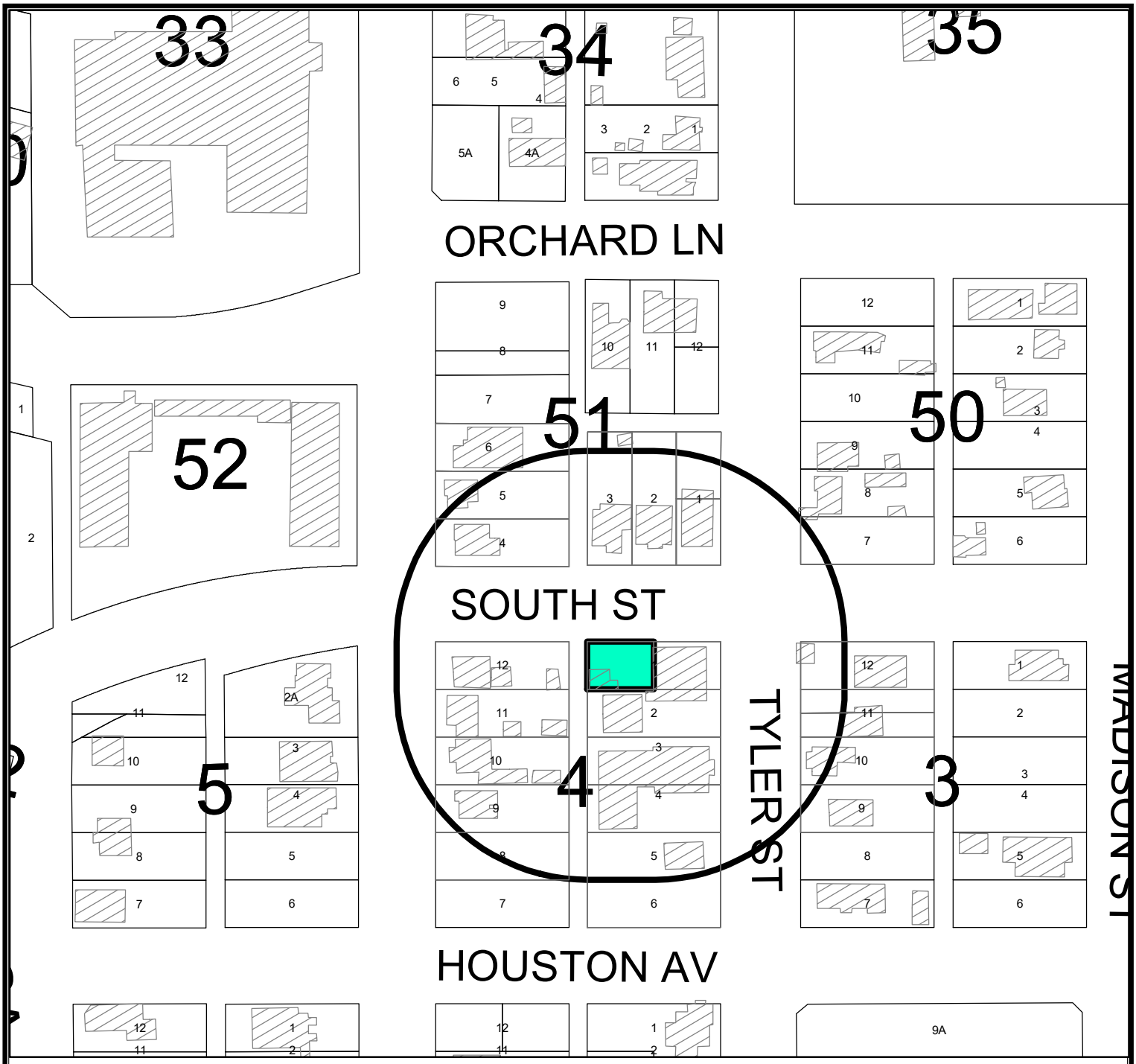
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization	☒ Dimensioned Site Plan
☐ Application Fee	☒ Plans in Digital Format (PDF/JPEG)
Check #_____	
Received By:	Date:

RECEIVED
MAY 15 2020
BY:

Application will not be considered for scheduling until reviewed by a planner.



LOCATION MAP

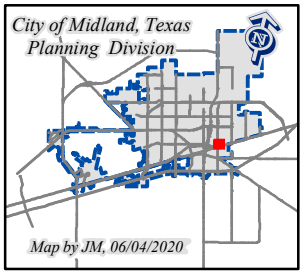
Z-20-0180 **Scale: 1" = 250'**

Consider a request by Ramona Ruiz, for a zone change from LI, Light Industrial District to RR, Regional Retail on the west half of Lot 1, Block 4, Moody Addition, City and County of Midland, Texas.

Generally located on the south side of South Street, approximately 95 feet west of North Tyler Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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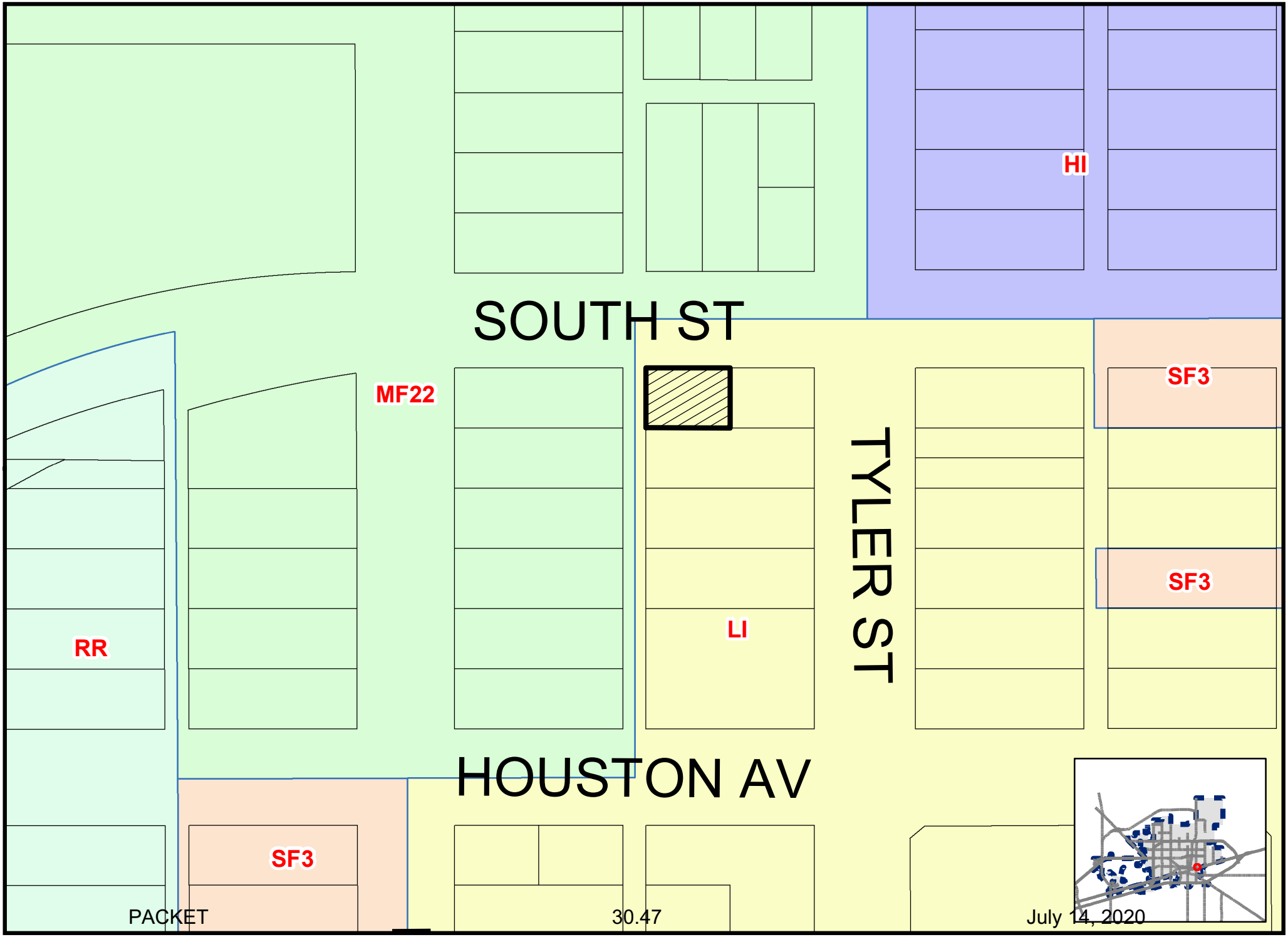
July 14, 2020



PACKET 30.47 July 14, 2020

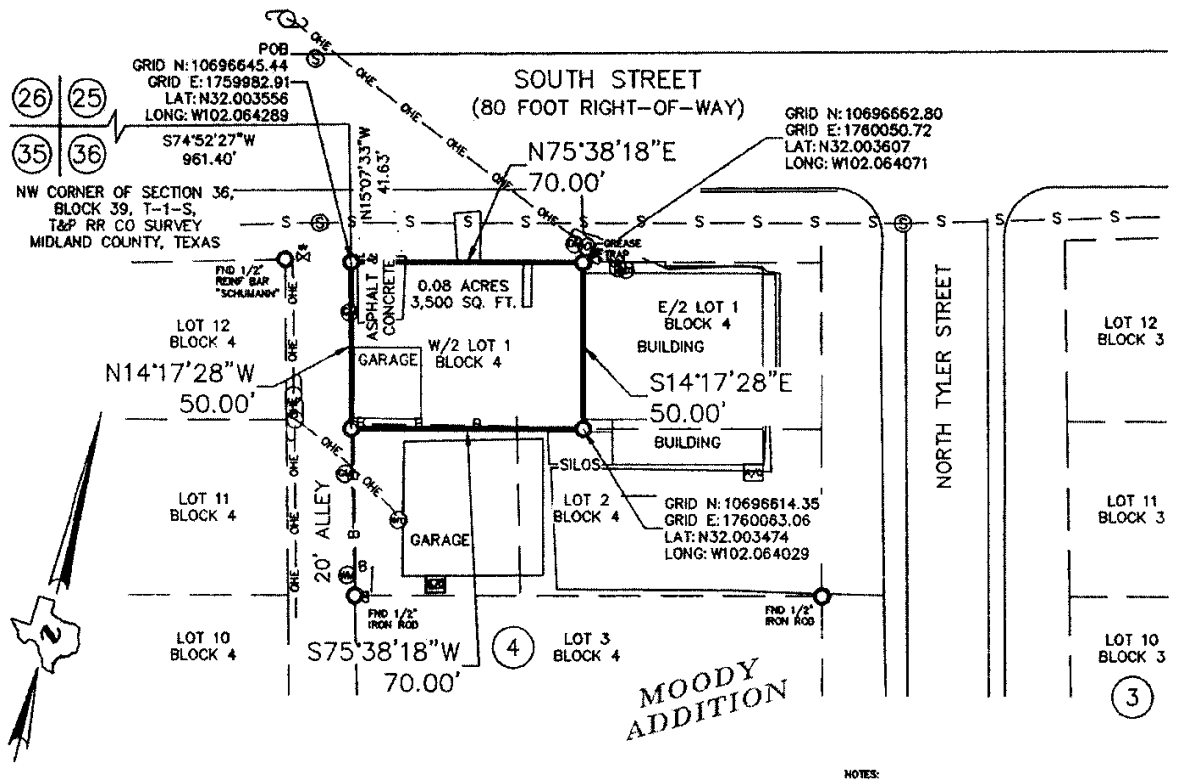
Map By JM, 06/09/2020

Z-20-0180

Scale: 1" = 100'

ZONING MAP

© THE CITY OF MIDLAND - 2020: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



FIELD NOTE DESCRIPTION OF THE SUR
KNOWN AS WEST/2 F LOT 1, BLOCK 4
OF SECTION 36, BLOCK 39, T-1-S, T&
SAID 0.08 ACRE TRACT DESCRIBED MC
FOLLOWS:

BEGINNING AT A 1/2" REINF BAR SET
FROM WHICH THE NORTHWEST CORNER
WEST 41.63 FEET, AND SOUTH 74°52'2

THENCE NORTH 75°38'18" EAST 70.00
NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 14°17'28" EAST 50.00
SOUTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 75°38'18" WEST 70.00
SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH 14°17'28" WEST 50.00

NOTES:

BEARINGS AND DISTANCES SHOWN ARE GRID BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

THIS SURVEY WAS PREPARED WITH BENEFIT OF TITLE COMMITMENT OF NO. 306400 EFFECTIVE DATE FEBRUARY 26,2020 ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY.

ORDINANCE NO. 3523 BLANKET RIGHT OF WAY LICENSE EXECUTED BY THE CITY OF MIDLAND TO WESTERN GAS RESOURCES, INC., DATED SEPTEMBER 11, 2001, AND RECORDED IN VOLUME 1910, PAGE 176, OFFICIAL RECORDS OF MIDLAND COUNTY, TEXAS.

COVERING EASTOVER ADDITION AND MOODY ADDITION, VACATING AND ABANDONING OF SAID PORTION OF NORTH ADAMS STREET AND THE WIDENING OF A PORTION OF EAST TEXAS AVENUE AND THE EXTENSION OF JESSE STREET AND SUBJECT TO EXISTING EASEMENTS IN SAID STREETS, EXECUTED BY THE CITY OF MIDLAND, TEXAS, TO THE PUBLIC DATED MAY 26, 1959, AND RECORDED IN VOLUME 294, PAGE 336, DEED RECORDS OF MIDLAND COUNTY, TEXAS.

MONUMENTS ARE A 1/2" REINFORCING BAR SET WITH PLASTIC CAP STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.

Surveyor Certification

TO THE LIENHOLDERS, RAMONA L RUIZ

(OWNER) OF THE PREMISES AND TO THE ISSUING TITLE INSURANCE UNDERWRITER: THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO KNOWN DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS-OF-WAY, EXCEPT AS SHOWN HEREON.

DATED THIS 20TH DAY OF MARCH, 2020

RJ DAUM
TEXAS RPLS 4826

STATE OF TEXAS
REGISTERED
RJ DAUM
4826
PROFESSIONAL
LAND SURVEYOR

SCHUMANN
ENGINEERING CO.
A LATERAL LAND COMPANY
CIVIL ENGINEERING - LAND SURVEYING
800 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701
TEXAS FIRM No. F1880 - TEXAS FIRM No. 10149500
Office (432) 684-5548

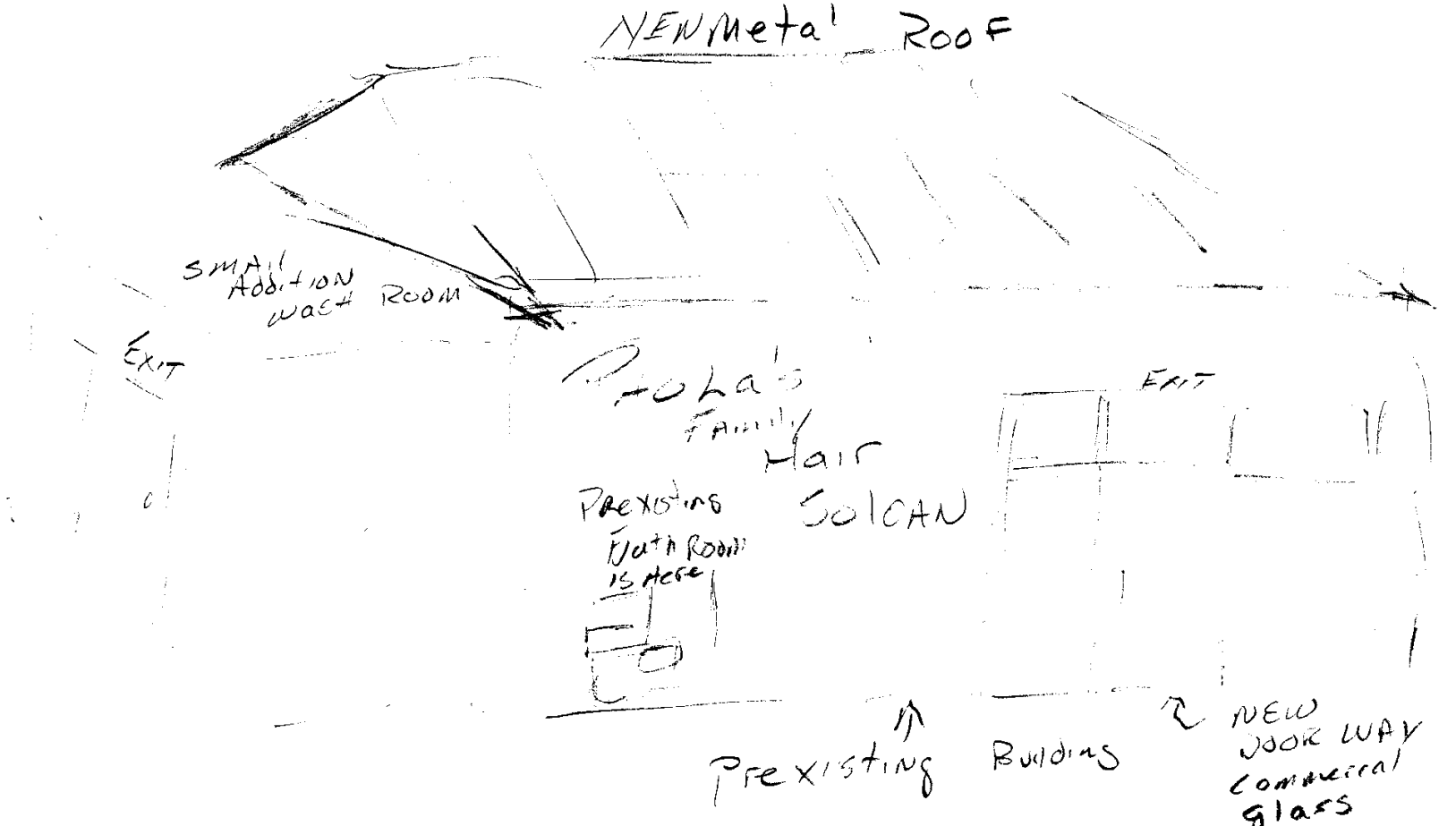
M

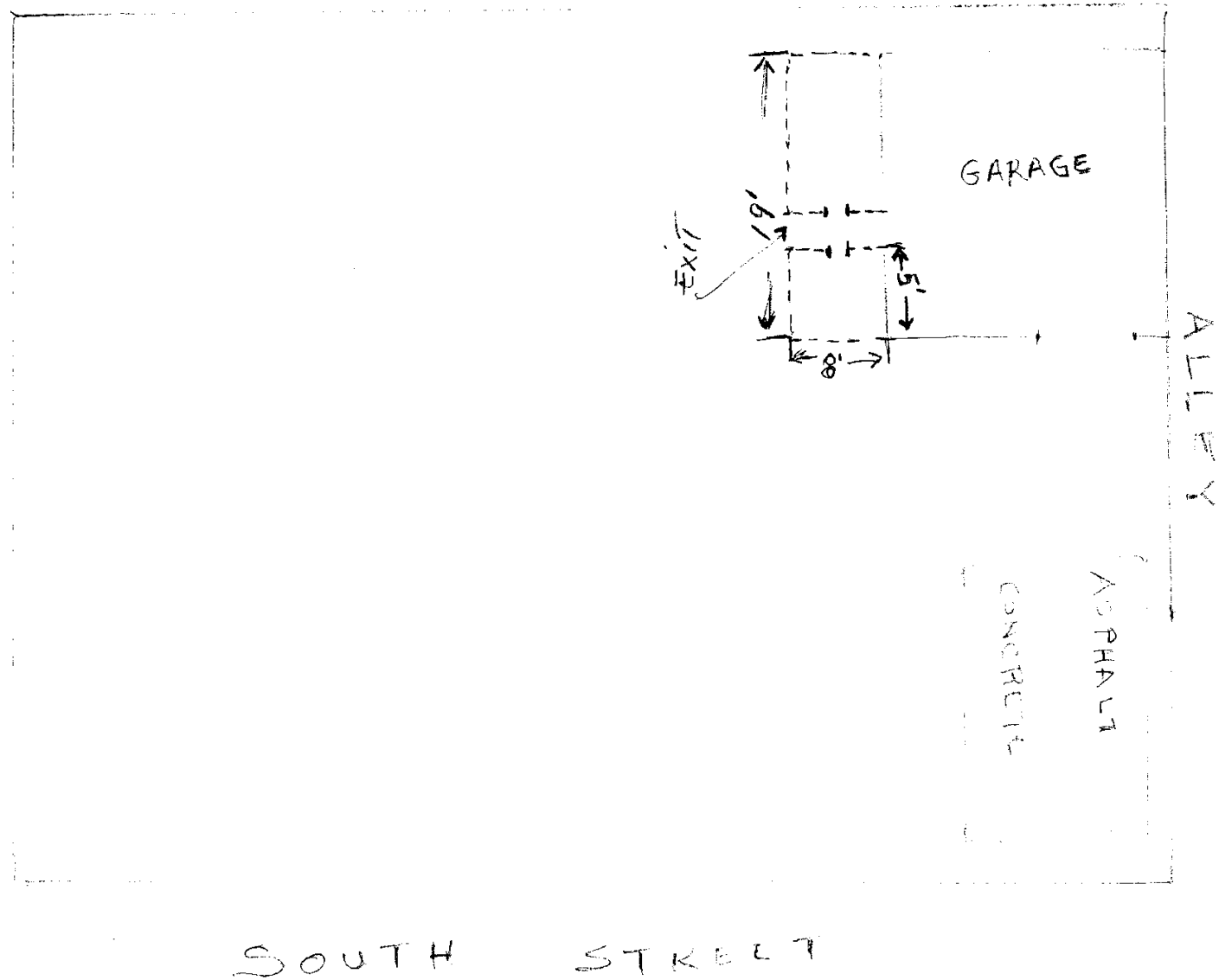
AN ADDITION
AS PER
VOLUME 1, F

MIDLAI

SCALE: 1" = 50' re

THIS IS A DRAFT OF WHAT I WILL PUT IN PLACE





685 7006
(437)









City Council Meeting

Item Number: 31

Meeting Date: July 14, 2020

To: City Council / City Manager

From: Elizabeth Shaughnessy, Senior Planner

Subject: **AN ORDINANCE VACATING AND ABANDONING 0.097 ACRES OF RIGHT-OF-WAY, BEING A PORTION OF PARKER STREET RIGHT-OF-WAY AND AN ADJACENT PORTION OF RIGHT-OF-WAY OUT OF LOT 6, BLOCK 28, COWDEN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WEST PARKER STREET AND NORTH PECOS STREET); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $8,451.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DEVELOPMENT SERVICES)**

Purpose:

The applicant, Midland County, is requesting to vacate a 0.097-acre portion of Parker Street right-of-way and a portion of Lot 6, Block 28, all out of Cowden Addition, City and County of Midland, Texas.

Recommended City Council Action:

Approve

Fiscal Impact:

The 2020 appraised value of the right-of-way is $2.00 per square feet, for a total value of $8,451.00 for the 0.097-acre portion of Parker Street right-of-way and a portion of Lot 6, Block 28, all out of Cowden Addition, City and County of Midland, Texas. However, since this request is from Midland County staff recommends waiving the fees.

Discussion:

The applicant, Midland County, is requesting to vacate a 0.097-acre portion of Parker Street right-of-way and a portion of Lot 6, Block 28, all out of Cowden Addition, City and County of

Midland, Texas, for mutual agreement with the City of Midland.

The Midland Central's Appraisal District's appraisal of the land is $2.00 per square feet, for a total value of $8,451.00 for the 0.097-acre portion of Parker Street right-of-way and a portion of Lot 6, Block 28, all out of Cowden Addition, City and County of Midland, Texas.

The applicant will need to retain a nonexclusive utility easement for all affected utilities until each existing easement user abandons its use of the easement and replat the property prior to the alley right-of-way being vacated.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Code Compliance: (Approved)

No Oil and Gas issues.

Code Administration: (Approved)

No objections.

Engineering: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

Fire: (Approved)

No objections.

Transportation: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

Midland Central Appraisal District:

The estimated value of the property vacation requested is $2.00 per square feet or $8,451.00 for tax year 2020.

AT&T: (Approved)

I don't see any issues. We are good with the Vacate.

Atmos: (Approved with Conditions)

Atmos Energy currently has facilities located within the above described Right of Way of

Parker St. between Ridglea and Marienfeld, and north of Nobles Street. We currently have a 6in. steel gas main that extends along a portion of this right of way. Atmos could vacate the referenced portion however since we are currently serving customers off of this line we would need to either relocate or retire our facilities or maintain a utility easement.

Grande: (Approved)

Grande does not have any facilities in the Right-of-Way known as V-20-0028.

Oncor: (Approved with Conditions)

This area is clear of Oncor facilities. We have no issue regarding this vacation at this time.

Suddenlink: (Approved)

Suddenlink does not oppose to this vacate, Suddenlink does not have any plant in the area to be vacated.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved it with the condition that a utility easement is retained until each existing easement user abandons its use of the easement.

Therefore, staff recommends approval for the vacation of the 0.097-acre portion of Parker Street right-of-way and a portion of Lot 6, Block 28, all out of Cowden Addition, City and County of Midland, Texas, subject to conditions A.

Conditions:

A. That the City retains a nonexclusive utility easement until each existing easement user abandons its use of the easement.

Letters of Objection:

As of July 10, 2020, staff has not received any letters of objection to this request.

Attachments:

Application
Maps
Metes and Bounds (Exhibit A)
Vacation Exhibit
Responses from Franchise Utility Companies and Midland Central Appraisal District



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING 0.097 ACRES OF RIGHT-OF-WAY, BEING A PORTION OF PARKER STREET RIGHT-OF-WAY AND AN ADJACENT PORTION OF RIGHT-OF-WAY OUT OF LOT 6, BLOCK 28, COWDEN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WEST PARKER STREET AND NORTH PECOS STREET); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $8,451.00; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that 0.097 acres of right-of-way, being a portion of Parker Street right-of-way and an adjacent portion of right-of-way out of Lot 6, Block 28, Cowden Addition, City and County of Midland, Texas, as described in Exhibit "A" attached hereto and made a part hereof for all legal purposes (the "Property"), is no longer needed for public use; and

WHEREAS, Section 272.001 of the Texas Local Government Code provides that a political subdivision may not convey, sell, or exchange its interest in land without observing notice and bid requirements, unless the conveyance is to one or more abutting property owners; and

WHEREAS, an application for vacating the Property has been received by the City from the abutting property owner; and

WHEREAS, the City Manager has appraised the value of the City's property interest in the Property at $8,451.00, as shown in Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate the Property;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Property is hereby vacated and abandoned for all public

purposes. Provided, however, that the City is hereby abandoning only the public interest in the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

SECTION TWO. That the fee for the cost of the Property vacated and abandoned herein is hereby waived in light of the abutting property owner being a governmental entity.

SECTION THREE. That the City herein retains a nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property.

SECTION FOUR. That the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2020; 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., 2020, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2020.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Robert Patrick, Assistant City Manager

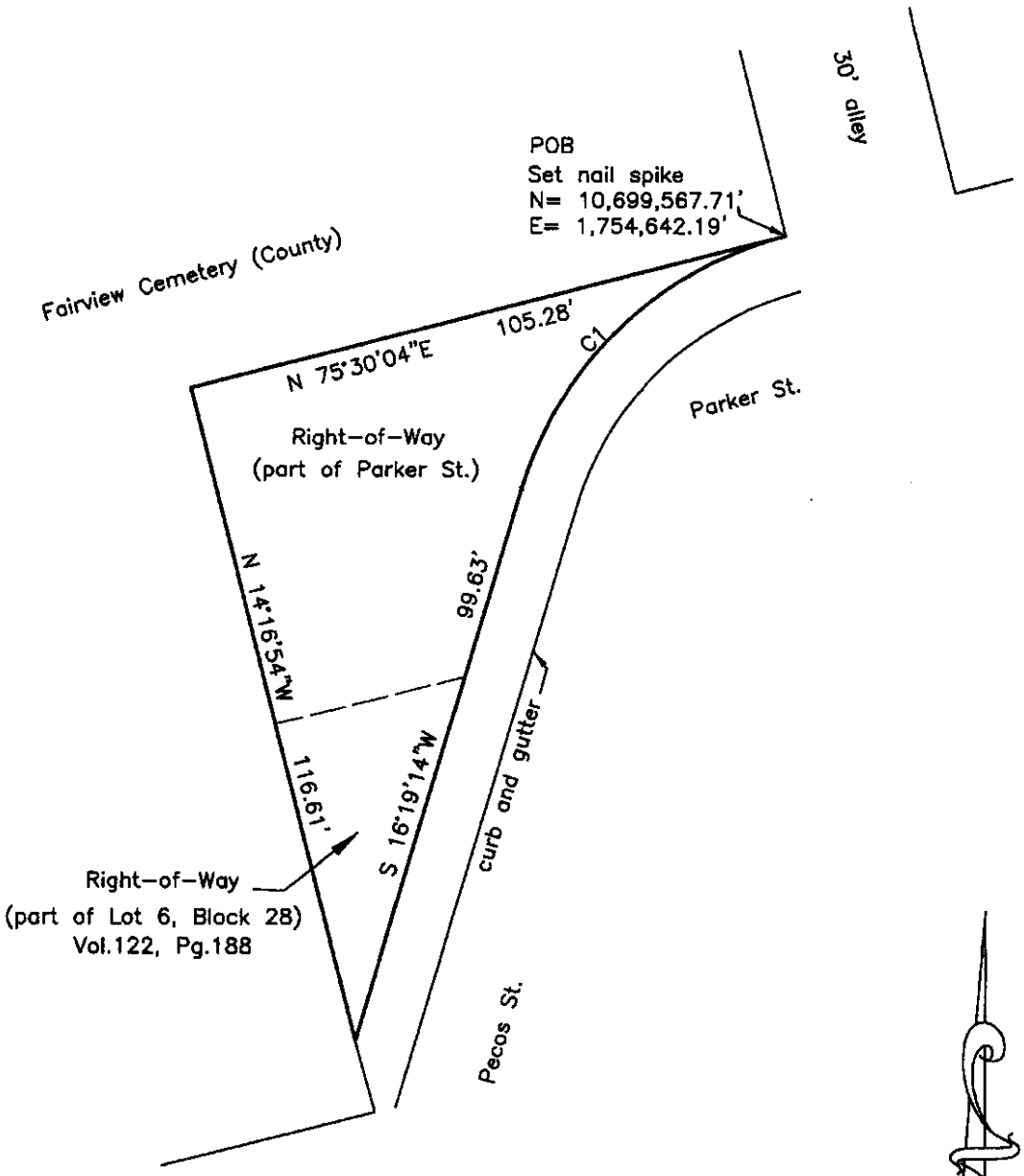
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

Exhibit A

Exhibit showing a 0.097 Acre Vacation Tract located in Cowden Addition as recorded in Cabinet "C", Pg. 144, Midland County Plat Records



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	65.76'	63.66'	59°10'49"	S 45°54'39" W	62.87'

Bearings, distances and coordinates based on the

Texas State Coordinate System, Central Zone, NAD 83

25 0 25 50 75

GRAPHIC SCALE – FEET

(Field Notes to accompany this exhibit)

Legal Description for a 0.097 Acre Vacation Tract

For a 0.097 acre tract to be vacated, located in Cowden Addition, an addition to the City of Midland, Texas as recorded in Cabinet "C", Page 144 of the Midland County Plat Records, being a portion of Parker Street right-of-way and a portion of Lot 6, Block 28 conveyed to the public for right-of-way by Commissioners' Court as recorded in Vol. 122, Pg. 188 of the Midland County Deed Records and being more fully described as follows;

Beginning at a set nail spike in the north line of said Parker Street and the west line of a 30 foot wide alley at a southeast corner of Fairview Cemetery for the east corner of the herein described tract at the beginning of a curve to the left and having a coordinate of N= 10,699,567.71, E= 1,754,642.19 ft.,

Thence along said curve to the left having a radius of 63.66 ft., an arc length of 65.76 ft. with a chord bearing of S 45° 54' 39" W and a chord length of 62.87 ft. to a set nail spike at the end of this curve in the east line of the herein described tract,

Thence S 16° 19' 14" W along the new westerly right-of-way line of Pecos Street and the east line of the herein described tract a distance of 99.63 ft. to a set nail spike for the south corner of the herein described tract in an east line of said Fairview Cemetery,

Thence N 14° 16' 54" W along an easterly line of said Fairview Cemetery and the west line of the herein described tract a distance of 116.61 ft. to a point for the northwest corner of same,

Thence N 75° 30' 04" E along the north line of the herein described tract and a southerly line of said Fairview Cemetery a distance of 105.28 ft. to the place of beginning and containing 0.097 acres.

Bearings, distances and coordinates are based on the Texas State Coordinate System, Central Zone, NAD 83.



Richard A. Shelton 6-8-20

Richard A. Shelton, RPLS
City of Midland, Texas
432-685-7232

MIDLAND
Feel the Energy!

Office of the City Manager

July 1, 2020

Midland City Council
City of Midland, Texas

RE: Request for vacation of 0.097 acres of right-of-way, being a portion of Parker Street right-of-way and an adjacent portion of right-of-way out of Lot 6, Block 28, Cowden Addition, City and County of Midland, Texas

Dear Members of the City Council:

The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is $8,451.00.

Very truly yours,

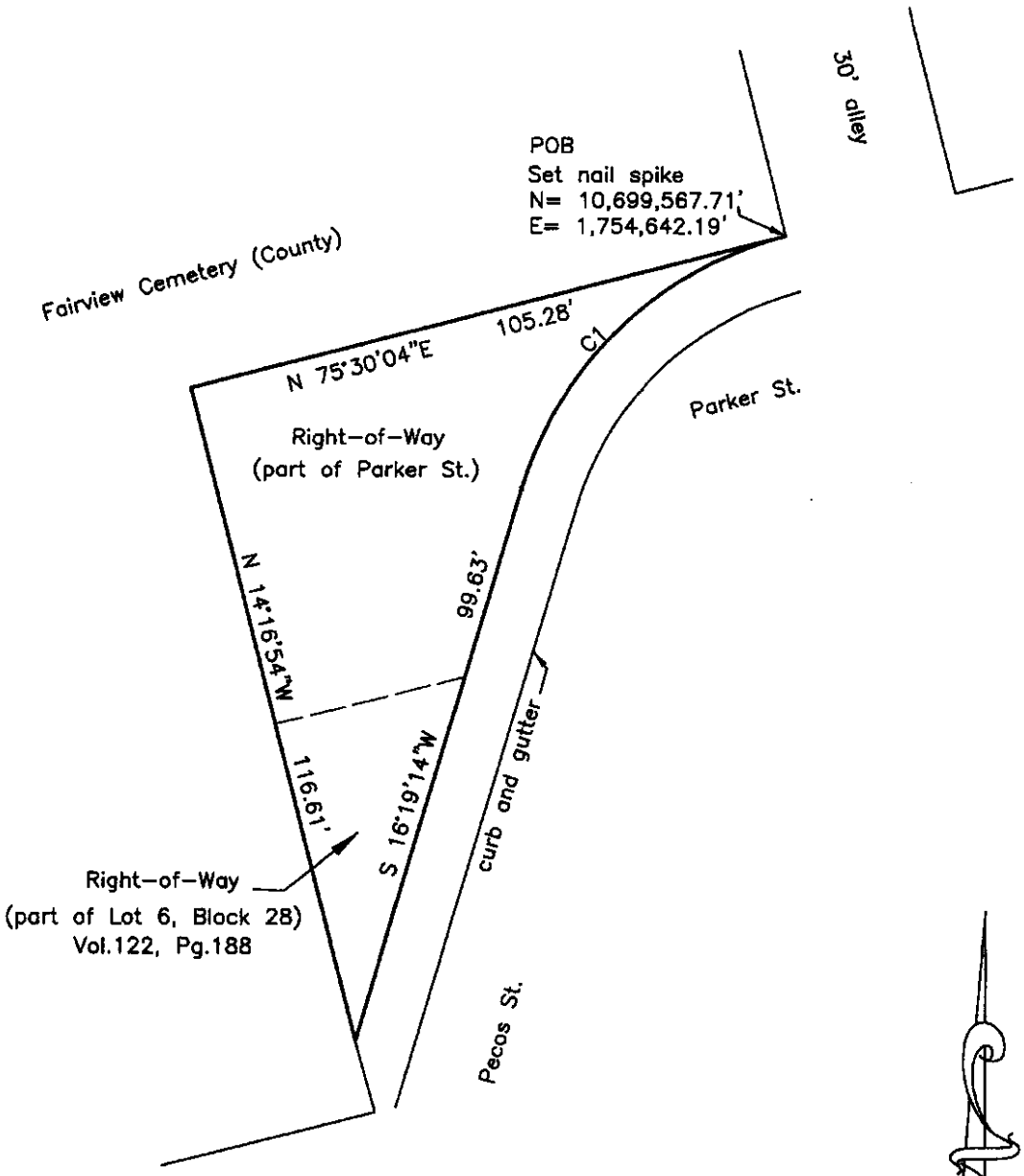
Courtney Sharp
City Manager

EXHIBIT "B"

300 N. Loraine, Midland TX 79701 • 432-685-7202 • Fax 432-686-1600

Exhibit A

Exhibit showing a 0.097 Acre Vacation Tract located in Cowden Addition as recorded in Cabinet "C", Pg. 144, Midland County Plat Records



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Bearings, distances and coordinates based on the

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Thence N 14° 16' 54" W along an easterly line of said Fairview Cemetery and the west line of the herein described tract a distance of 116.61 ft. to a point for the northwest corner of same,

Thence N 75° 30' 04" E along the north line of the herein described tract and a southerly line of said Fairview Cemetery a distance of 105.28 ft. to the place of beginning and containing 0.097 acres.

Bearings, distances and coordinates are based on the Texas State Coordinate System, Central Zone, NAD 83.



Richard A. Shelton 6-8-20

Richard A. Shelton, RPLS
City of Midland, Texas
432-685-7232

MIDLAND
Planning Division

Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: V-200028

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Andrew W. Avis			Phone ( ) Email 432 4253570
Address Midland County	City Midland	State TX	Zip 79701

Application is hereby made to the City Council to vacate the following:

- ☒ Right-of-Way
- ☐ Public Utility Easement
- ☐ Land
- ☐ Street

Description of Address: Southeast of N. Pecos St. Southeast corner of Fairview Cemetery

Reason for Request: Mutual Agreement with the City of Midland

Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way: Will allow use of property by Fairview Cemetery in positive manner for all Midland Residents

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Survey (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- City of Midland
- Atmos Energy
- Oncor Electric
- AT&T
- Suddenlink Cable TV Co.
- Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

Policies

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.

2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:

   a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.

   b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Transportation Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.

   c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

Signatures

Applicant (signature): Andrew W Ain	Date: 5/28/2020

Affected Property Owners:

Signature:	Print:	Date:
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

FOR OFFICE USE ONLY

☑ 1 FOLDED Copy of Survey ☑ Survey in Digital Format (PDF/JPEG)

☐ Application Fee

Check # Waived

Received By: Cristel Bruns	Date: 6/8/2020

Application will not be considered for scheduling until reviewed by a planner.

Robin Donnelly
County Commissioner, Precinct 2
500 North Loraine Street, Suite 1100
Midland, Texas 79705
432-688-4802
20 June 2020

Mr. Jose Ortiz
City of Midland
300 N. Loraine
Midland, Texas 79701

REF: Cemetery Property off N. Pecos Street

Gentlemen:

The County of Midland would like the City of Midland to convey back the triangular piece at the turn of N. Pecos Street to W. Parker Avenue. The was taken by the City to repave N. Pecos Street. The County was notified by the City after repaving the street that it was not going to use the piece and that it would have to landscape and maintain this area. The County would prefer to use the land and actually fence the area off rather than have large additional area outside of the cemetery fence to maintain.

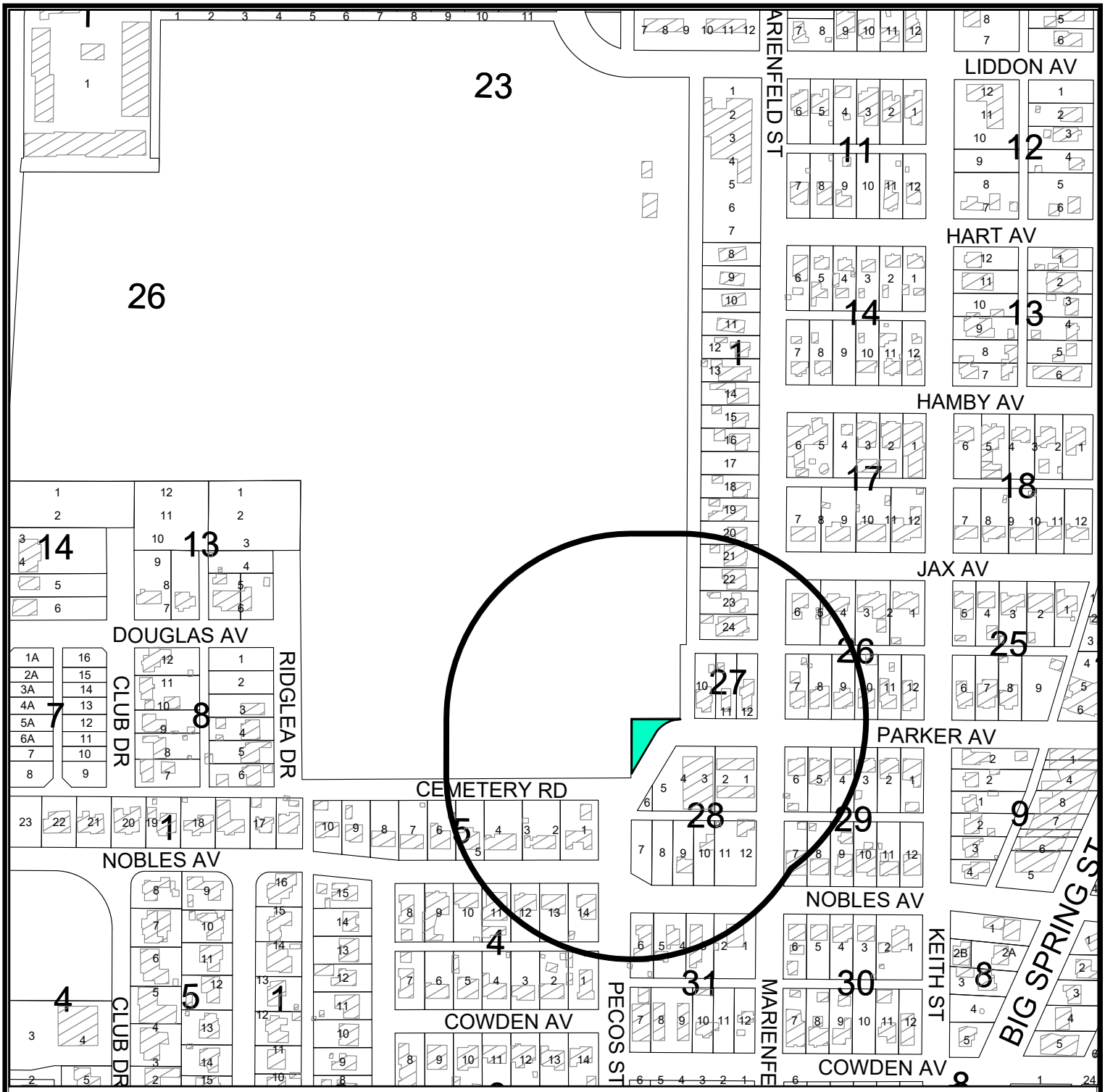
Please let me know it you need anything further.

Yours truly,
Midland County

Robert R. Donnelly



PACKET 31.70 July 14, 2020



LOCATION MAP

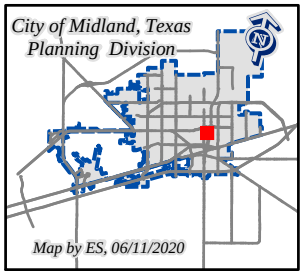
V-20-0028 **Scale: 1" = 250'**

Consider a request for a vacation of a 0.097 acres of right-of-way, being a portion of Parker Street right-of-way and an adjacent portion of right-of-way out of Lot 6, Block 28, Cowden Addition, City and County of Midland, Texas.

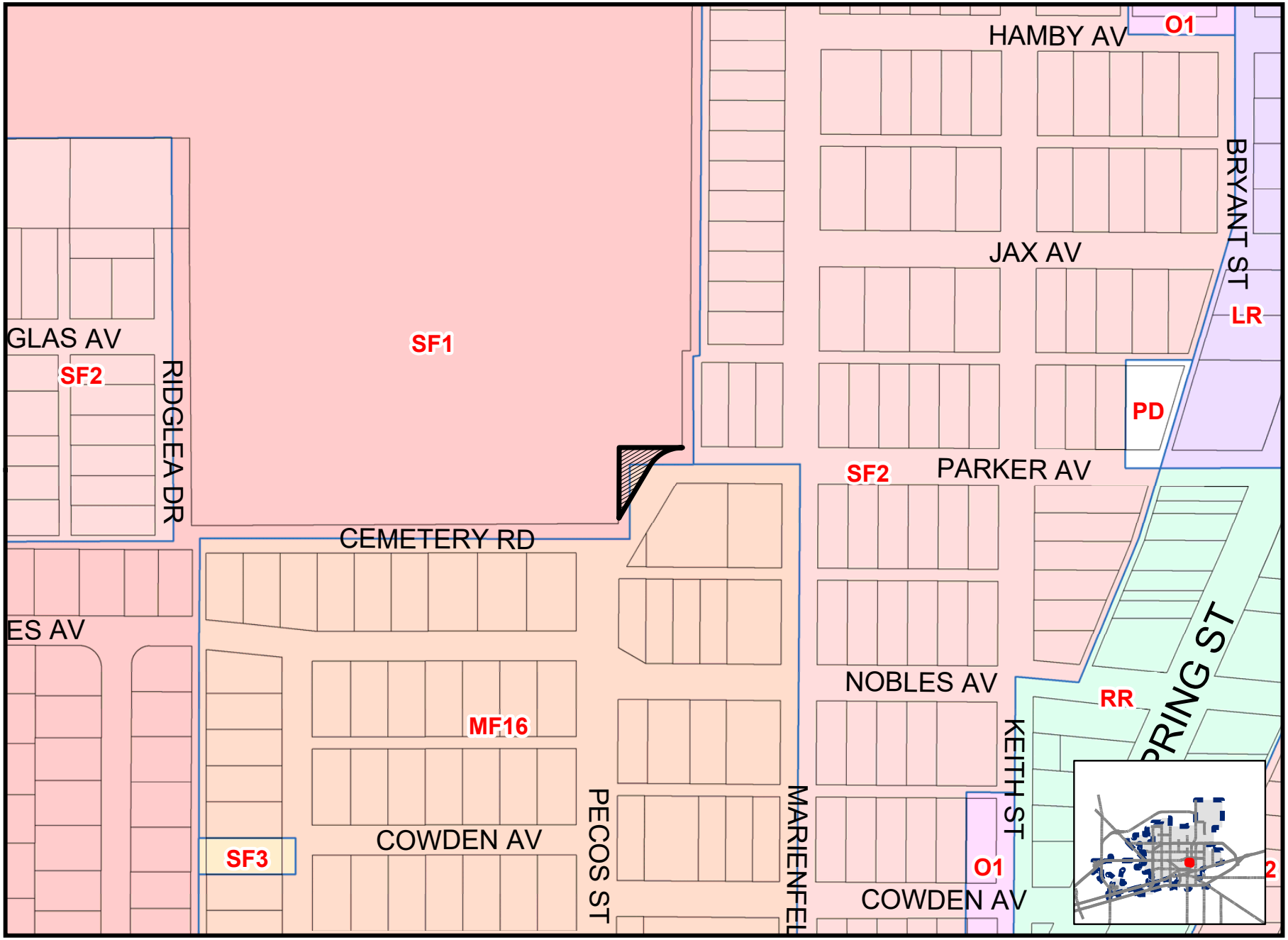
Generally located on the northwest corner of E. Parker Avenue and N. Pecos Street.(Council District 3)

L E G E N D

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



July 14, 2020



Map By ES, 6/11/2020

V-20-0028

Scale: 1" = 200'

ZONING MAP

PACKET
31.72
July 14, 2020

ATMOS ENERGY

West Texas Division
P.O. Box 1111,
Midland, Texas 79702

City of Midland
Elizabeth Shaughnessy
Senior Planner/Development Services
300 N. Loraine
Midland, Texas 79701

June 24, 2020

Re: Case Name: Fairview Cemetery Vacation
Case Number: V-20-0028

Mrs. Shaughnessy,

Atmos Energy currently has facilities located within the above described Right of Way of Parker St. between Ridglea and Marienfeld, and north of Nobles Street. We currently have a 6in. steel gas main that extends along a portion of this right of way. Atmos could vacate the referenced portion however since we are currently serving customers off of this line we would need to either relocate or retire our facilities or maintain a utility easement.
Please let me know if you have any further questions.

Sincerely,

Mark Lieb

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-617-3447 office
mark.lieb@atmosenergy.com

From:	UNDERWOOD, JERRY D
To:	Elizabeth Shaughnessy
Cc:	Cristina Burns
Subject:	RE: Vacation Request - Fairview Cemetery
Date:	Tuesday, June 23, 2020 11:38:40 AM
Attachments:	image001.png image002.png image003.png image004.png

Sorry, I thought I replied. I don't see any issues. We are good with the Vacate.

Thanks,
Jerry

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Tuesday, June 23, 2020 11:34 AM
To: UNDERWOOD, JERRY D <ju1659@att.com>
Cc: Cristina Burns <coburns@midlandtexas.gov>
Subject: RE: Vacation Request - Fairview Cemetery

Good Morning,

Just following up on the status of the vacation request of Fairview Cemetery.

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

ATTENTION ELECTED OFFICIALS:
A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

From: Elizabeth Shaughnessy
Sent: Friday, June 12, 2020 5:16 PM
To: UNDERWOOD, JERRY D <ju1659@att.com>
Cc: Cristina Burns <coburns@midlandtexas.gov>
Subject: Vacation Request - Fairview Cemetery

Good Evening,
Midland County has requested to vacate the above described Right of Way (see attachments: Exhibit A). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7407 if you have any questions.
Please let me know if you have any questions regarding vacations!
Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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From:	Luis Montez
To:	Elizabeth Shaughnessy
Subject:	RE: External E-mail - Vacation Request - Fairview Cemetery
Date:	Monday, June 15, 2020 11:16:52 AM
Attachments:	image001.png image002.png image003.png image004.png

Suddenlink does not oppose to this vacate, Suddenlink does not have any plant in the area to be vacated.

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Friday, June 12, 2020 5:12 PM
To: Luis Montez <luis.montez@AlticeTechServicesUSA.com>
Cc: Cristina Burns <coburns@midlandtexas.gov>
Subject: External E-mail - Vacation Request - Fairview Cemetery

[External Email]

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Good Evening,
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Please let me know if you have any questions regarding vacations!
Respectfully,

Elizabeth Shaughnessy
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O. 432-685-7400
E. eshaughnessy@midlandtexas.gov

MIDLAND
Feel the Energy!

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From: William Bentley
To: Elizabeth Shaughnessy
Cc: Cristina Burns
Subject: Re: Vacation Request - Fairview Cemetery
Date: Monday, June 15, 2020 7:51:17 AM
Attachments: image001.png
image002.png
image003.png
image004.png

Elizabeth,
Grande does not have any facilities in the Right-of-Way known as V-20-0028.
Thanks,
Bill

On Fri, Jun 12, 2020 at 5:16 PM Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov> wrote:

> Good Evening,
>
> Midland County has requested to vacate the above described Right of Way (see attachments: Exhibit A). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7407 if you have any questions.
>
> Please let me know if you have any questions regarding vacations!
>
> Respectfully,
>
> Elizabeth Shaughnessy
>
> Senior Planner|Development Services
>
> O. 432-685-7400
>
> E. eshaughnessy@midlandtexas.gov

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--

William (Bill) Bentley

Construction Coordinator

Midland/Odessa

432.272.3086 Office

432.653.9369 Cell

william.bentley@mygrande.com

2401 E IH 20 Odessa Tx 79766

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From:	Henderson, Jeffrey
To:	Elizabeth Shaughnessy
Cc:	Matai, Sarah; Pino, Mariana; Cristina Burns
Subject:	RE: Vacation Request - Fairview Cemetery
Date:	Monday, June 29, 2020 3:09:39 PM
Attachments:	image001.png image002.png image003.png image004.png

Hello Elizabeth,
This area is clear of Oncor facilities. We have no issue regarding this vacation at this time.
Thanks.
Jeff

From: Elizabeth Shaughnessy [mailto:eshaughnessy@midlandtexas.gov]
Sent: Tuesday, June 23, 2020 11:33 AM
To: Henderson, Jeffrey <Jeffrey.Henderson@oncor.com>
Cc: Matai, Sarah <Sarah.Matai@oncor.com>; Pino, Mariana <Mariana.Pino@oncor.com>; Cristina Burns <coburns@midlandtexas.gov>
Subject: RE: Vacation Request - Fairview Cemetery

Good Morning,

Just following up on the status of the vacation request of Fairview Cemetery.

Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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From: Elizabeth Shaughnessy
Sent: Friday, June 12, 2020 5:17 PM
To: Henderson, Jeffrey <Jeffrey.Henderson@oncor.com>
Cc: Matai, Sarah <Sarah.Matai@oncor.com>; Pino, Mariana <Mariana.Pino@oncor.com>; Cristina Burns <coburns@midlandtexas.gov>
Subject: Vacation Request - Fairview Cemetery

Good Evening,
Midland County has requested to vacate the above described Right of Way (see attachments: Exhibit A). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7407 if you have any questions.
Please let me know if you have any questions regarding vacations!
Respectfully,

Elizabeth Shaughnessy
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E. eshaughnessy@midlandtexas.gov



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From: drambo@midcad.org
To: Elizabeth Shaughnessy
Subject: Re: Vacation Request - Fairview Cemetery
Date: Monday, June 15, 2020 9:33:08 AM
Attachments: ATT00001.png
ATT00002.png
ATT00003.png
ATT00004.png

ELIZABETH:

THE 0.097 (4225.32 SQ FT) AREA IN QUESTION IS VALUED AT $ 2.00 PER SQ FT FOR 2020...OR $ 8,451.

Dennis Rambo
Assistant Chief Appraiser
Midland Central Appraisal District
432 699 4991 ext 3030
432 689 7185 fax

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
To: Dennis Rambo <drambo@midcad.org>
Cc: Cristina Burns <coburns@midlandtexas.gov>
Date: 06/12/2020 05:13 PM
Subject: Vacation Request - Fairview Cemetery

Mr. Rambo,
Midland County has requested to vacate the above described Right of Way (see attachments: Exhibit A). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7407 if you have any questions.
Please let me know if you have any questions regarding vacations!
Respectfully,

Elizabeth Shaughnessy
Senior Planner|Development Services
O. 432-685-7400
E. eshaughnessy@midlandtexas.gov



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[attachment "V-20-0028, TaxVacMCAD vac ltr.pdf" deleted by Dennis Rambo/MCAD] [attachment "V-20-0028, Vacation - Exhibit A.pdf" deleted by Dennis Rambo/MCAD]

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