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).

AGENDA FOR CITY COUNCIL MEETING
300 North Loraine
Midland, Texas
May 12, 2020
Council Chamber - City Hall

Videoconference Information

Please click the link below to join the webinar:
https://zoom.us/j/96611492856?pwd=dkJFKzlLbFVZMkZ6N3E2M3ZZQWpmUT09
Password: 139670

Or iPhone one-tap :
US: +13462487799,,96611492856# or +12532158782,,96611492856#

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Webinar ID: 966 1149 2856
International numbers available: https://zoom.us/u/acemLSQsWK

BRIEFING SESSION AGENDA
May 12, 2020 - 9:30 A.M.
CITY HALL - COUNCIL CHAMBER

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 and discuss with the Mayor and Council the 2020 rate study for water and wastewater.

AGENDA FOR CITY COUNCIL MEETING
May 12, 2020 – 10:00 AM
Council Chamber - City Hall

The Midland City Council agenda is posted for public notice at least 72 hours prior to the Tuesday meetings. All requests to be placed on the Council agenda by the public must be submitted to the City Manager, in writing, at least one week before the Council meetings. Such written requests must be in sufficient detail to identify the subject matter as well as the contact person who will represent the matter before the Council. The City Council reserves the right to not consider matters over which the City has no jurisdiction.

OPENING ITEMS

1. Invocation – Mayor Patrick Payton

2. Pledge of Allegiance

CONSENT AGENDA

3. Consider a motion approving the following minutes:

   a. Regular City Council Meeting of April 28, 2020

4. Consider a resolution awarding a contract for the Thomason Drive Water Main Replacement Utility Bond Project to Edgardo Madrid & Associates, LLC of Midland, Texas, at a total cost of $2,154,636.46; allocating funds; and authorizing payment. (PURCHASING) (2020 - 081)

5. Consider a motion authorizing the execution of a memorandum of understanding between the Midland Development Corporation and the City of Midland; said memorandum of understanding to provide for the marketing of certain City-owned real property located at the Midland International Air & Space Port. (CITY MANAGER'S OFFICE) (052 - 2020)

6. Consider a resolution authorizing the adoption of the 2020 Voluntary Employee Retirement Incentive Program; authorizing the City Manager to take all action necessary for the implementation of the program; and authorizing the City Manager to execute all associated documents and agreements. (ADMINISTRATIVE SERVICES) (2020 - 082)

7. Consider a resolution authorizing the Mayor, City Manager, and City Attorney to accept and execute the Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant for the Community Development Block Grant in the amount of $570,875.00. (DEVELOPMENT SERVICES) (2020 - 083)

8. Consider a resolution authorizing the execution of a Capital Improvements Development Agreement with THF Midland Leased Housing Associates II, Limited Partnership for the construction of certain capital improvements related to the development of Riverbend Addition, City and County of Midland, Texas; and authorizing payment in the amount of $177,444.90; said agreement being authorized by Chapter 212, Subchapter C, and Chapter 395, Subchapter B of the Texas Local Government Code. (ENGINEERING SERVICES) (2020 - 084)

9. Consider a 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 Sections 4 and 9, Block 39, Township 2 South, T&P RR Co. Survey, Midland County, Texas. (UTILITIES) (053 - 2020)

10. Consider a resolution of the City Council of the City of Midland, Texas, nominating Plains All American Pipeline, L.P., to the Office of the Governor, Economic Development and Tourism, through the Economic Development Bank as an enterprise project pursuant to the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code; providing an effective date; and designating a liaison for the communication with interested parties. (DEVELOPMENT SERVICES) (2020 - 085)

SECOND READINGS

11. Consider an ordinance on second reading amending the Zoning District Map of the City of Midland to grant a Specific Use Designation with Term for a 5,460-square foot portion of Lot 2, Block 1, Corporate Plaza, Section 21, City and County of Midland, Texas (generally located on the south side of Spring Park Drive, approximately 685 feet east of North Big Spring Street), which is presently zoned RR, Regional Retail District, allowing said property to be used for the sale of all alcoholic beverages in a restaurant for on-premises consumption; making said designation subject to certain conditions and restrictions contained herein; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars ($2,000.00); and ordering publication. (DEVELOPMENT SERVICES)(First reading April 28, 2020)(10074)

12. Consider an ordinance on second reading amending the Zoning District Map of the City of Midland to grant a Specific Use Designation with Term for a 4,472-square foot portion of Lot 1, Block 8, Polo Park, Section 3, City and County of Midland, Texas (generally located southeast of the intersection of North Garfield Street and Castleford Road), which is presently zoned PD, Planned Development District for a Shopping Center, allowing said property to be used for the sale of all alcoholic beverages in a restaurant for on-premises consumption; making said designation subject to certain conditions and restrictions contained herein; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two

thousand dollars ($2,000.00); and ordering publication. (DEVELOPMENT SERVICES)(First reading April 28, 2020)(10075)

13. Consider an ordinance on second reading amending the Zoning District Map of the City of Midland to rezone Lot 14, Block 1, Eastover Addition, City and County of Midland, Texas, from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District (generally located on the east side of North Adams Street, approximately 80 feet south of East Illinois Avenue); containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars ($2,000.00); and ordering publication. (DEVELOPMENT SERVICES)(First reading April 28, 2020)(10076)

14. Consider an ordinance on second reading amending the Zoning District Map of the City of Midland to grant a Specific Use Designation with Term for Lot 2A, Block 3, Westridge Park Addition, Section 10, City and County of Midland, Texas (generally located on the west side of Tradewinds Boulevard, approximately 300 feet south of Andrews Highway), which is presently zoned PD, Planned Development District for a Shopping Center, allowing said property to be used for the sale of all alcoholic beverages in a bar for on-premises consumption; making said designation subject to certain conditions and restrictions contained herein; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars ($2,000.00); and ordering publication. (DEVELOPMENT SERVICES)(First reading April 28, 2020)(10078)

15. Consider an ordinance on second reading amending the Zoning District Map of the City of Midland to rezone Lots 13 and 14, Block 145, Southern Addition, City and County of Midland, Texas, from RR, Regional Retail District to SF-3, Single-Family Dwelling District (generally located on the east side of South Baird Street, approximately 110 feet north of East Pennsylvania Avenue); containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars ($2,000.00); and ordering publication. (DEVELOPMENT SERVICES)(First reading April 28, 2020)(10079)

16. Consider an ordinance on second reading amending the Zoning District Map of the City of Midland to rezone Lots 19 through 31, Block 5, Lots 1 through 16, Block 8, Lots 1 through 9, Block 9, and Lots 1 through 4, Block 10, Quail Ridge Addition, Section 6, Lots 10 through 20, Block 9, Lots 5 through 18, Block 10, and Lots 1 through 14, Block 11, Quail Ridge Addition, Section 7, a 7.432-acre tract of land out of Lot 1, Block 1, Quail Ridge Addition, and a 0.004-acre tract of land out of Quail Ridge Addition, Section 2, City and County of Midland, Texas, from PD, Planned Development District for a Housing Development to an Amended PD, Planned Development District for a Housing Development (generally located at the northwest corner of the intersection of Chukar Lane and Beachwood 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)(First reading April 28, 2020)(10080)

17. Consider an ordinance on second reading establishing intersection stops at various locations within the City of Midland, Texas; authorizing and directing the Traffic Engineer to install appropriate signs and markings at the designated locations; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two hundred dollars ($200.00); and ordering publication. (ENGINEERING SERVICES)(First reading April 28, 2020)(10081)

PUBLIC HEARINGS

18. Hold a public hearing and consider an ordinance amending the Zoning District Map of the City of Midland to rezone Lots 2 and 3, Block 1, Jaden Kate Addition, City and County of Midland, Texas, from AE, Agricultural Estate District to PD, Planned Development District for a Housing Development (generally located at the northwest corner of the intersection of North Elkins Road and Arapahoe Road); 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) (10082)

19. Hold a public hearing and consider an ordinance amending the Zoning District Map of the City of Midland to rezone Lot 2A, Block 1, Corporate Plaza, Section 20, City and County of Midland, Texas, from PD, Planned Development District for an Office Center to PD, Planned Development District for a Housing Development (generally located on the north side of Corporate Drive, approximately 550 feet east of North Big Spring 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) (10083)

20. Hold a public hearing and consider an ordinance amending the Zoning District Map of the City of Midland to rezone Lot 12, Block 30, Moody Addition, City and County of Midland, Texas, from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District (generally located at the southeast corner of the intersection of South Carver Street and East Wall 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) (10084)

MISCELLANEOUS

21. Consider a resolution authorizing the execution of an untreated groundwater supply contract between the City of Midland and Fort Stockton Holdings, L.P. (UTILITIES) (2020 - 086)

22. Consider a resolution authorizing the execution of an Interlocal Agreement between the City of Midland, the City of Abilene, and the City of San Angelo. (UTILITIES) (2020 - 087)

23. Consider a motion authorizing the City Manager to develop and implement temporary hotel occupancy tax collection payment rules and regulations so as to permit hotels (as defined in the Midland City Code) to make such collection payments to the City of Midland in an untimely manner without incurring penalties or interest. (CITY MANAGER'S OFFICE) (054 - 2020)

24. Consider an ordinance appointing a new City of Midland Municipal Court Associate Judge effective May 26, 2020; and authorizing the Mayor to execute an employment agreement with the new Associate Judge. (CITY MANAGER'S OFFICE) (10085)

25. Consider a resolution authorizing the conveyance of certain City-owned real property described as an 11.72-acre tract located in Section thirteen (13), Block thirty-nine (39), Township 1 South, T&P RR Co. Survey, City of Midland, Midland County, Texas; authorizing the City Manager to negotiate, execute, and file all agreements and documents necessary for the conveyance of said property; and ordering the City Secretary to record, or ensure that the title company records, all instruments of conveyance. (PURCHASING) (2020 - 088)

EXECUTIVE SESSION

26. 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:

    a. Section 551.072, Deliberation Regarding Real Property

        a.1. Discuss the purchase, exchange, lease, or value of real property described as an 11.72-acre tract located in Section 13, Block 39, T1-S, T&P RR Co. Survey, City and County of Midland, Texas.

b. Section 551.074, Personnel Matters

b.1. Deliberate the appointment and duties of the Municipal Court Associate Judge and interview candidates for said position.

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
MINUTES
April 28, 2020

REGULAR SESSION

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., April 28, 2020.

Council Members present: Mayor Patrick Payton, Mayor Pro Tem Spencer Robnett (At-Large), Council Member Michael Trost (At-Large), Council Member Scott Dufford (District 1), Council Member John Norman (District 2), Council Member Jack Ladd (District 3), and Council Member Lori Blong (District 4).

Staff members present at the annex table: City Attorney John Ohnemiller, Assistant City Manager Robert Patrick and Assistant City Manager Morris Williams.

The Agenda Items were heard in the following order: 1-3, 9, 4-8, 10-19, 21, 20.

Mayor Payton called the meeting to order at 10:00 a.m.

OPENING ITEMS

1. Invocation - Mayor Patrick Payton

2. Pledge of Allegiance

CONSENT AGENDA

Council Member Robnett moved to approve Consent Agenda items 3 - 9 excluding 4, 5, 6, 7, 8; seconded by Council Member Blong. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

3. Approved a motion approving the following minutes:

   a. Regular meeting of April 14, 2020.

9. Approved a motion authorizing the execution of a Surface Use Agreement with HEP Fin-Tex/Trust River, L.P., regarding City-owned property described as Lot 2A, Block 11, Midland International Airport Industrial Park Addition, Lots 3B, 4B, 4C, and 5B, Block 11, Midland International Airport Industrial Park Addition 6, and Lots 11A and 12A, Block 10, Midland International Airport Industrial Park Addition 7, City and County of Midland, Texas. (UTILITIES) (Motion 051-2020)

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

4. Consider a resolution awarding a contract for the Fire Station 5 Project (900307) and Fire Station 11, Fueling Station and Wash Bay Project (900335) to MW Builders, Inc.,

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for a total cost of $10,899,500.00; approving $369,295.45 in contingencies; and allocating a total combined amount of $11,424,304.75 for said projects; for the General Services Department. (PURCHASING)

RESOLUTION NO. 2020 - 076

RESOLUTION AWARDING A CONTRACT FOR THE FIRE STATION 5 PROJECT (900307) AND FIRE STATION 11, FUELING STATION AND WASH BAYS PROJECT (900335) TO MW BUILDERS, INC., FOR A TOTAL COST OF $10,899,500.00; APPROVING $369,295.45 IN CONTINGENCIES; AND ALLOCATING A TOTAL COMBINED AMOUNT OF $11,424,304.75 FOR SAID PROJECTS

Council Member Blong had budget concerns about making this large expenditure and asked Fire Chief Blumenauer to share why we need this. Chief Blumenauer reported that Fire Station 5 has already been demolished and they are operating out of Central Fire Station so that area is not covered as well as it should. As for Station 11 it would help cut down on response times in that area and ensure that we stay at an ISO level 1. Secondly, when we come out of COVID 19, we need to be prepared.

Council Member Robnett reported money was pulled from the Building of the Southwest demo project and assigned to this project and wondered how that is normally handled. Staff responded that it normally goes back to the General Fund once the project is closed but since there was no longer a need for the demolition project, it was moved to this project.

Council Member Robnett moved to adopt Resolution No. 2020 - 076; seconded by Council Member Blong. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

5. Consider a resolution to deny the Distribution Cost Recovery Factor (DCRF) application proposed by Oncor. (CITY MANAGER'S OFFICE)

RESOLUTION NO. 2020 - 077

RESOLUTION OF THE CITY OF MIDLAND, TEXAS, FINDING THAT THE APPLICATION OF ONCOR ELECTRIC DELIVERY COMPANY, LLC (“ONCOR”) FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH ONCOR CITIES STEERING COMMITTEE; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE CITY’S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY ONCOR; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO SEND COPIES OF THIS RESOLUTION TO ONCOR AND LEGAL COUNSEL

Council Member Ladd asked if anyone was present from Oncor and what this item was about. Assistant City Manager Morris Williams reported that Oncor is requesting a rate increase. Midland belongs to a steering committee with several other West Texas cities and has legal representation. City Attorney John Ohnemiller added that the steering committee will negotiate on behalf of the member cities.

Council Member Robnett moved to adopt Resolution No. 2020 - 077; seconded by Council Member Ladd. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

6. Consider a resolution authorizing the Mayor, City Manager and City Attorney to execute the Coronavirus Aid, Relief and Economic Security (CARES) Act Grant from the Federal Aviation Administration (FAA) upon receipt. (AIRPORTS)

RESOLUTION NO. 2020 - 078

RESOLUTION AUTHORIZING THE MAYOR, CITY MANAGER, AND CITY ATTORNEY TO ACCEPT AND EXECUTE THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT GRANT FOR THE DEPARTMENT OF AIRPORTS IN THE AMOUNT OF $22,935,854.00

Council Member Robnett inquired what the plan was for the money. Council Member Blong reported she learned from Airports Director Justine Ruff that if this grant money is accepted, staff cannot be reduced at the airport, otherwise the money would have to be paid back.

Council Member Robnett moved to adopt Resolution No. 2020 - 078; seconded by Council Member Blong. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

7. Consider a resolution authorizing the termination of the existence of the Midland Spaceport Development Corporation. (AIRPORTS)

RESOLUTION NO. 2020 - 079

RESOLUTION AUTHORIZING THE TERMINATION OF THE EXISTENCE OF THE MIDLAND SPACEPORT DEVELOPMENT CORPORATION (THE "CORPORATION"); AUTHORIZING AND DIRECTING THE MAYOR AND THE CITY SECRETARY TO EXECUTE A CERTIFICATE OF TERMINATION ON BEHALF OF THE CITY OF MIDLAND, TEXAS, IN ACCORDANCE WITH SECTION 501.403 OF THE TEXAS LOCAL GOVERNMENT CODE; AUTHORIZING THE CITY SECRETARY TO DELIVER FOUR ORIGINALS OF THE CORPORATION'S CERTIFICATE OF TERMINATION TO THE TEXAS SECRETARY OF STATE FOR FILING; AUTHORIZING AND DIRECTING THE CITY COMPTROLLER TO PAY A FILING FEE TO THE TEXAS SECRETARY OF STATE; AUTHORIZING AND DIRECTING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO SIGN ALL DOCUMENTS AND TAKE ALL ACTIONS NECESSARY OR APPROPRIATE TO EFFECT THE TRANSFER OF ALL FUNDS AND PROPERTY OWNED BY THE CORPORATION UPON TERMINATION OF THE CORPORATION TO THE AUTHORIZING UNITS; AND AUTHORIZING AND DIRECTING THE CITY COMPTROLLER TO TRANSFER SAID FUNDS TO THE CITY OF MIDLAND, TEXAS, AND MIDLAND COUNTY

Council Member Trost asked for a refresher as to why this board is being terminated. Council Member Blong replied that she requested this at the last meeting. This fund is required to be audited annually. The money they received has been expended and it is quite expensive to do annual audits. It is being recommended that it become a subcommittee of the Airport Board.

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Council Member Ladd moved to adopt Resolution No. 2020 - 079; seconded by Council Member Robnett. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

8. Consider a resolution approving the purchase of two TruNarc drug detection and identification systems at a total cost of $51,506 from sole source provider Thermo Scientific Portable Analytical Instruments Inc., the funds for which are to be derived from the FY 2019 HIDTA Grant (POLICE)

RESOLUTION NO. 2020 - 080

RESOLUTION AUTHORIZING THE SOLE-SOURCE PURCHASE OF TWO (2) TRUNARC DRUG DETECTION AND IDENTIFICATION SYSTEMS FOR THE POLICE DEPARTMENT FROM THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS, INC., FOR A TOTAL COST OF $51,506.00

Council Member Ladd inquired if this is being purchased with grant money. Police Chief Seth Herman confirmed it was through the HIDTA program.

Council Member Blong moved to adopt Resolution No. 2020 - 080; seconded by Council Member Ladd. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

SECOND READINGS

10. Consider an ordinance on second reading on a request by YMCA of Midland for a vacation of the 0.2825-acre portion of alley right-of-way, generally located on the north side of West Kansas Street, approximately 481 feet east of North Big Spring Street. (DEVELOPMENT SERVICES) (First reading April 14, 2020)

ORDINANCE NO. 10072

AN ORDINANCE VACATING AND ABANDONING A 0.2825-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOT 2, BLOCK 19, ELMWOOD ADDITION, SECTION 3, AND LOTS 1 THROUGH 12, BLOCK 6, S. W. ESTES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST KANSAS AVENUE, APPROXIMATELY 481 FEET EAST OF NORTH BIG SPRING STREET); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $24,608.00; AND ORDERING RECORDATION BY THE CITY SECRETARY

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10072.

Council Member Ladd moved to approve the second and final reading of Ordinance No. 10072 in accordance with the Charter of the City of Midland; seconded by Council Member Blong. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

11. Consider an ordinance on second reading on a request by Midland (King) DTP, LLC, for a zone change from LI, Light Industrial District to C, Commercial District generally located on the southwest corner of the intersection of Garden City Highway and King Street. (DEVELOPMENT SERVICES) (First reading April 14, 2020)

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ORDINANCE NO. 10073

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 3 AND 4, BLOCK 2, OVERSTREET ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF GARDEN CITY HIGHWAY AND KING 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

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10073.

Council Member Blong moved to approve the second and final reading of Ordinance No. 10073 in accordance with the Charter of the City of Midland; seconded by Council Member Norman.

Bob Gage of GBT Realty, via Zoom, reported he was available to answer any questions.

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

PUBLIC HEARINGS

12. Hold a public hearing and consider an ordinance on a request by Cork & Pig Tavern – Ally Village, LLC, for a Specific Use Designation with Term for the sale of all alcoholic beverages, for on premises consumption in a restaurant, generally located on the south side of Spring Park Drive, approximately 685 feet east of North Big Spring Street. (DEVELOPMENT SERVICES)

ORDINANCE NO. 10074

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 5,460-SQUARE FOOT PORTION OF LOT 2, BLOCK 1, CORPORATE PLAZA, SECTION 21, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF SPRING PARK DRIVE, APPROXIMATELY 685 FEET EAST OF NORTH BIG SPRING STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10074.

Mayor Payton opened the public hearing at 10:19 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Council Member Blong moved approval of the first of two readings of Ordinance No.

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10074 in accordance with the Charter of the City of Midland; seconded by Council Member Ladd. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

13. Hold a public hearing and consider an ordinance on a request by Alexandra Brinker for a Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, generally located on the southeast corner of the intersection of North Garfield Street and Castleford Road. (DEVELOPMENT SERVICES)

ORDINANCE NO. 10075

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,472-SQUARE FOOT PORTION OF LOT 1, BLOCK 8, POLO PARK, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED SOUTHEAST OF THE INTERSECTION OF NORTH GARFIELD STREET AND CASTLEFORD ROAD), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10075.

Council Member Dufford noted the time on Sunday needed to be discussed. Council Member Robnett noted he was prepared to approve with an amendment.

Mayor Payton opened the public hearing at 10:20 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Council Member Robnett moved approval of the first of two readings of Ordinance No. 10075 in accordance with the Charter of the City of Midland with the amendment to change alcohol service hours beginning at 11:00 a.m. on Sundays; seconded by Council Member Blong. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

14. Hold a public hearing and consider an ordinance on a request by Jorge Chavez for a zone change from MF-22, Multiple-Family Dwelling District, to SF-3, Single Family Dwelling District, generally located on the east side of North Adams Street, approximately 80 feet south of East Illinois Avenue. (DEVELOPMENT SERVICES)

ORDINANCE NO. 10076

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 14, BLOCK 1, EASTOVER ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH ADAMS STREET, APPROXIMATELY 80 FEET SOUTH OF EAST ILLINOIS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A

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MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10076.

Mayor Payton opened the public hearing at 10:22 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Council Member Robnett moved approval of the first of two readings of Ordinance No. 10076 in accordance with the Charter of the City of Midland; seconded by Council Member Blong. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

15. Hold a public hearing and consider an ordinance on a request by Garret Haley for a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption, in a restaurant, generally located on the south side of West Loop 250 North, approximately 1,036 feet east of North Midkiff Road. (DEVELOPMENT SERVICES)

ORDINANCE NO. 10077

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 6,166-SQUARE FOOT PORTION OF LOT 2A, BLOCK 1A, MIDKIFF PLAZA ADDITION, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST 250 LOOP NORTH, APPROXIMATELY 1,036 FEET EAST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10077.

Mayor Payton opened the public hearing at 10:23 a.m.

Garrett Haley, Lubbock, via Zoom, reported he was available to answer questions.

There being no one else wishing to speak, the public hearing was closed at 10:24 a.m.

Council Member Ladd moved approval of the first of two readings of Ordinance No. 10077 in accordance with the Charter of the City of Midland; seconded by Council Member Blong. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

16. Hold a public hearing and consider an ordinance on a request by Midland Platinum II, LLC., for a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption, in a bar, generally located on the west side of Tradewinds Boulevard, approximately 300 feet south of Andrews Highway. (DEVELOPMENT SERVICES)

DRAFT

ORDINANCE NO. 10078

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 2A, BLOCK 3, WESTRIDGE PARK ADDITION, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF TRADEWINDS BOULEVARD, APPROXIMATELY 300 FEET SOUTH OF ANDREWS HIGHWAY), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10078.

Mayor Payton opened the public hearing at 10:26 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Council Member Blong moved approval of the first of two readings of Ordinance No. 10078 in accordance with the Charter of the City of Midland; seconded by Council Member Robnett. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

17. Hold a public hearing and consider an ordinance on a request by Elvira Garcia for a zone change from RR, Regional Retail District, to SF-3, Single-Family Dwelling District, generally located on the east side of South Baird Street, approximately 110 feet north of East Pennsylvania Avenue. (DEVELOPMENT SERVICES)

ORDINANCE NO. 10079

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 13 AND 14, BLOCK 145, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH BAIRD STREET, APPROXIMATELY 110 FEET NORTH OF EAST PENNSYLVANIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10079.

Mayor Payton opened the public hearing at 10:27 a.m.

Omero Munoz, spoke via zoom. His father owns the commercial property across the street from the subject property and his father wanted to know if this would prohibit him from developing his property commercially and if there would be additional regulations being adjacent to residential property. Development Services Director Chuck Harrington reported there would be no impact to the ability to develop any commercial property, the zone change in question was for the subject property only. They would be

required to abide by all the same rules as other commercial property. Mr. Munoz also questioned how this change might affect his father's property value. Mr. Harrington suggested that a realtor would best be able to answer that question.

There being no one else wishing to speak, the public hearing was closed at 10:32 a.m.

Council Member Ladd moved approval of the first of two readings of Ordinance No. 10079 in accordance with the Charter of the City of Midland; seconded by Council Member Robnett. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

18. Hold a public hearing and consider an ordinance on a request by Maverick Engineering for a zone change from PD, Planned District for a Housing Development to an amended PD, Planned Development District for a Housing Development generally located on the northwest corner of the intersection of Chukar Lane and Beachwood Street. (DEVELOPMENT SERVICES)

ORDINANCE NO. 10080

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 19 THROUGH 31, BLOCK 5, LOTS 1 THROUGH 16, BLOCK 8, LOTS 1 THROUGH 9, BLOCK 9, AND LOTS 1 THROUGH 4, BLOCK 10, QUAIL RIDGE ADDITION, SECTION 6, LOTS 10 THROUGH 20, BLOCK 9, LOTS 5 THROUGH 18, BLOCK 10, AND LOTS 1 THROUGH 14, BLOCK 11, QUAIL RIDGE ADDITION, SECTION 7, A 7.432-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 1, QUAIL RIDGE ADDITION, AND A 0.004-ACRE TRACT OF LAND OUT OF QUAIL RIDGE ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF CHUKAR LANE AND BEACHWOOD 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

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10080.

Mayor Payton opened the public hearing at 10:33 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Council Member Ladd moved approval of the first of two readings of Ordinance No. 10080 in accordance with the Charter of the City of Midland; seconded by Council Member Blong. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

MISCELLANEOUS

19. Consider an ordinance establishing intersection stops at various locations within the City of Midland, Texas and authorizing and directing the Traffic Engineer to install appropriate signs and markings at the designated locations. (ENGINEERING SERVICES)

ORDINANCE NO. 10081

AN ORDINANCE ESTABLISHING INTERSECTION STOPS AT VARIOUS LOCATIONS WITHIN THE CITY OF MIDLAND, TEXAS; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS AT THE DESIGNATED LOCATIONS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10081

Traffic Engineer Mike Pacelli reported this is an update of the City-wide stop sign ordinance and was available to answer questions.

Council Member Ladd moved approval of the first of two readings of Ordinance No. 10081 in accordance with the Charter of the City of Midland; seconded by Council Member Norman. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

Mayor Payton recessed the meeting at 10:36 a.m. to go to Executive Session.

EXECUTIVE SESSION

21. 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:

    a. Section 551.071, Consultation with Attorney

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

    b. Section 551.074, Personnel Matters

        b.1. Deliberate the appointment of members to the Midland Development Corporation board of directors and interview applicants.

Mayor Payton recessed Executive Session at 12:11 p.m. to return to Regular Session.

REGULAR SESSION (Continued)

Mayor Payton reconvened the meeting in regular session at 12:17 p.m. with all Council Members present.

20. Consider a motion making appointments to various boards and commissions. (CITY SECRETARY'S OFFICE)

    Council Member Blong moved to appoint Lourcey Sams, Jill Pennington, and Elaine Bedell to the Midland Development Corporation; seconded by Council Member Trost. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford,

Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

Council Member Ladd moved to replace Sara Harris and Luann Morgan with Tasha Sport and Sharla Hotchkiss on the Animal Services Advisory Commission; seconded by Council Member Robnett. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

Council Member Norman moved to appoint Dal Watson and Ron Stroman to the Parks & Recreation Commission for terms beginning October 1, 2020; seconded by Council Member Ladd. The motion carried by the following vote: AYE: Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman. NAY: None. ABSTAIN: None. ABSENT: None.

All the business at hand having been completed, the meeting adjourned at 12:20 p.m.

PASSED AND APPROVED the 12th day of May 2020.

_____
Patrick Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

DRAFT

City Council Agenda

Approved for Agenda:
mwilliams
City Manager's Office

MEETING DATE: 5/12/2020

TO: City Council / City Manager

FROM: Erika Martinez, Purchasing Manager

SUBJECT: Consider a resolution awarding a contract for the Thomason Drive Water Main Replacement Utility Bond Project for the Engineering Services Department.

Purpose:

Approval of a resolution awarding a contract for the Thomason Drive Water Main Replacement Utility Bond Project.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

$2,154,636.46 plus $215,463.64 in contingencies plus $50,000.00 for project related costs for a project total of $2,420,100.10 from the Thomason Drive Utility Bond Project (981013).

Discussion:

Resolution 2019-260 approved plans and specifications and authorized advertisement for bids for the Thomason Drive Water Main Replacement Utility Bond Project. Bid requests were issued to seventy-two (72) vendors and we received five (5) bids. Staff recommends awarding the contract to Edgardo Madrid & Associates, LLC. Please see the attached memo from Matt Carr, City Engineer, for additional information.

Therefore, please consider a resolution awarding a contract to Edgardo Madrid & Associates, LLC of Midland, Texas for the Thomason Drive Water Main Replacement Utility Bond Project in the amount of $2,154,636.46. Staff is also requesting an additional $215,463.64 in contingencies plus $50,000.00 for project related costs for a project total of $2,420,100.10.

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE THOMASON DRIVE WATER MAIN REPLACEMENT UTILITY BOND PROJECT TO EDGARDO MADRID & ASSOCIATES, LLC OF MIDLAND, TEXAS, AT A TOTAL COST OF $2,154,636.46; ALLOCATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager advertised for competitive bids for the Thomason Drive Water Main Replacement Utility Bond Project (the "Project"); and

WHEREAS, Bid No. 20002938 was opened on April 27, 2020, with the lowest responsible bidder being Edgardo Madrid & Associates, LLC of Midland, Texas ("Contractor"), having submitted a bid of $2,154,636.46 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 $2,154,636.46; 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 $2,154,636.46, 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 ($215,463.64).

SECTION THREE. That the sum of $2,420,100.10 is hereby allocated from the

2020 Road Bond to the Thomason Drive Utilities Project (982013).

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 $2,370,100.10 from funds available in the Thomason Drive Utilities Project (982013) 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 - Thomason Drive Water Main Replacement Utility Bond Project

City of Midland - Engineering Services; April 27, 2020

BID TAB					Boler Equipment Service, Inc.			Edgardo Madrid & Associates, LLC			J&H Services, Inc.			TEC Excavation, Inc.			Garney Companies, 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	Unit Price	Bid Total	Actual Bid Total
1	M1	Mobilization	10	MO	$ 14,500.00	$ 145,000.00	$ 145,000.00	$ 1,500.00	$ 15,000.00	$ 15,000.00	$ 2,500.00	$ 25,000.00	$ 25,000.00	$ 4,100.00	$ 41,000.00	$ 41,000.00	$ 12,000.00	$ 120,000.00	$ 120,000.00
2	M2	Erosion/Sediment Control	10	MO	$ 1,000.00	$ 10,000.00	$ 10,000.00	$ 1,700.00	$ 17,000.00	$ 17,000.00	$ 1,000.00	$ 10,000.00	$ 10,000.00	$ 2,300.00	$ 23,000.00	$ 23,000.00	$ 1,000.00	$ 10,000.00	$ 10,000.00
3	M3	Traffic Control	10	MO	$ 3,750.00	$ 37,500.00	$ 37,500.00	$ 2,600.00	$ 26,000.00	$ 26,000.00	$ 3,100.00	$ 31,000.00	$ 31,000.00	$ 4,700.00	$ 47,000.00	$ 47,000.00	$ 4,700.00	$ 47,000.00	$ 47,000.00
4	M4	Job Site Safety	10	MO	$ 1,000.00	$ 10,000.00	$ 10,000.00	$ 340.00	$ 3,400.00	$ 3,400.00	$ 1,500.00	$ 15,000.00	$ 15,000.00	$ 1,300.00	$ 13,000.00	$ 13,000.00	$ 1,325.00	$ 13,250.00	$ 13,250.00
5	M5	Material Mark-up	N/A	%	15.00		N/A	20.00		N/A	20.00		N/A	15.00		N/A	15.00		N/A
6	M6	Labor Mark-up	N/A	%	15.00		N/A	15.00		N/A	20.00		N/A	15.00		N/A	20.00		N/A
7	M7	Equipment Rental Mark-up	N/A	%	15.00		N/A	20.00		N/A	20.00		N/A	15.00		N/A	15.00		N/A
8	D1	Removal & Disposal of Existing Water Mains	2860	LF	$ 10.00	$ 28,600.00	$ 28,600.00	$ 13.60	$ 38,896.00	$ 38,896.00	$ 8.50	$ 24,310.00	$ 24,310.00	$ 15.00	$ 42,900.00	$ 42,900.00	$ 62.00	$ 177,320.00	$ 177,320.00
9	D1	Removal & Disposal of Existing Wastewater Mains	360	LF	$ 10.00	$ 3,600.00	$ 3,600.00	$ 13.60	$ 4,896.00	$ 4,896.00	$ 8.50	$ 3,060.00	$ 3,060.00	$ 15.00	$ 5,400.00	$ 5,400.00	$ 35.00	$ 12,600.00	$ 12,600.00
10	D2	Flowable Fill for Existing Utility Mains Abandoned in Place	150	CY	$ 100.00	$ 15,000.00	$ 15,000.00	$ 170.00	$ 25,500.00	$ 25,500.00	$ 220.00	$ 33,000.00	$ 33,000.00	$ 145.00	$ 21,750.00	$ 21,750.00	$ 350.00	$ 52,500.00	$ 52,500.00
11	D3	Removal & Disposal of Existing Fire Hydrant Assembly	11	EA	$ 350.00	$ 3,850.00	$ 3,850.00	$ 272.00	$ 2,992.00	$ 2,992.00	$ 800.00	$ 8,800.00	$ 8,800.00	$ 650.00	$ 7,150.00	$ 7,150.00	$ 800.00	$ 8,800.00	$ 8,800.00
12	D4	Removal & Disposal of Existing Unclassified Pavement	7500	SY	$ 9.00	$ 67,500.00	$ 67,500.00	$ 4.76	$ 35,700.00	$ 35,700.00	$ 9.50	$ 71,250.00	$ 71,250.00	$ 10.00	$ 75,000.00	$ 75,000.00	$ 7.50	$ 56,250.00	$ 56,250.00
13	D5	Removal & Disposal of Existing Concrete Curb & Gutter	600	LF	$ 5.00	$ 3,000.00	$ 3,000.00	$ 9.52	$ 5,712.00	$ 5,712.00	$ 15.30	$ 9,180.00	$ 9,180.00	$ 10.00	$ 6,000.00	$ 6,000.00	$ 36.00	$ 21,600.00	$ 21,600.00
14	D6	Removal & Disposal of Existing Concrete Sidewalk & Ramps	250	SY	$ 28.00	$ 7,000.00	$ 7,000.00	$ 13.60	$ 3,400.00	$ 3,400.00	$ 41.60	$ 10,400.00	$ 10,400.00	$ 20.00	$ 5,000.00	$ 5,000.00	$ 72.00	$ 18,000.00	$ 18,000.00
15	W1	16" Steel Pipe Casing (1/4" Wall Thickness)	240	LF	$ 82.00	$ 19,680.00	$ 19,680.00	$ 67.93	$ 16,303.20	$ 16,303.20	$ 110.00	$ 26,400.00	$ 26,400.00	$ 73.00	$ 17,520.00	$ 17,520.00	$ 70.00	$ 16,800.00	$ 16,800.00
16	W2	12" AWWA C-900 DR 18, PVC	460	LF	$ 54.00	$ 24,840.00	$ 24,840.00	$ 41.88	$ 19,264.80	$ 19,264.80	$ 35.35	$ 16,261.00	$ 16,261.00	$ 62.00	$ 28,520.00	$ 28,520.00	$ 20.00	$ 9,200.00	$ 9,200.00
17	W2	8" AWWA C-900 DR 18, PVC	13700	LF	$ 40.00	$ 548,000.00	$ 548,000.00	$ 30.60	$ 419,220.00	$ 419,220.00	$ 24.30	$ 332,910.00	$ 332,910.00	$ 52.00	$ 712,400.00	$ 712,400.00	$ 15.00	$ 205,500.00	$ 205,500.00
18	W2	6" AWWA C-900 DR 18, PVC	720	LF	$ 41.00	$ 29,520.00	$ 29,520.00	$ 27.68	$ 19,929.60	$ 19,929.60	$ 21.45	$ 15,444.00	$ 15,444.00	$ 43.00	$ 30,960.00	$ 30,960.00	$ 9.50	$ 6,840.00	$ 6,840.00
19	W3	12" Gate Valve & Box (MJxMJ/FL)	8	EA	$ 3,100.00	$ 24,800.00	$ 24,800.00	$ 3,395.92	$ 27,167.36	$ 27,167.36	$ 3,030.00	$ 24,240.00	$ 24,240.00	$ 2,700.00	$ 21,600.00	$ 21,600.00	$ 2,000.00	$ 16,000.00	$ 16,000.00
20	W3	8" Gate Valve & Box (MJxMJ/FL)	56	EA	$ 1,850.00	$ 103,600.00	$ 103,600.00	$ 2,292.55	$ 128,382.80	$ 128,382.80	$ 1,947.00	$ 109,032.00	$ 109,032.00	$ 1,400.00	$ 78,400.00	$ 78,400.00	$ 1,200.00	$ 67,200.00	$ 67,200.00
21	W3	6" Gate Valve & Box (MJxMJ/FL)	25	EA	$ 1,525.00	$ 38,125.00	$ 38,125.00	$ 1,703.59	$ 42,589.75	$ 42,589.75	$ 1,385.00	$ 34,625.00	$ 34,625.00	$ 1,000.00	$ 25,000.00	$ 25,000.00	$ 900.00	$ 22,500.00	$ 22,500.00
22	W4	Fire Hydrant Assembly	27	EA	$ 3,950.00	$ 106,650.00	$ 106,650.00	$ 3,850.16	$ 103,954.32	$ 103,954.32	$ 4,170.00	$ 112,590.00	$ 112,590.00	$ 3,800.00	$ 102,600.00	$ 102,600.00	$ 3,500.00	$ 94,500.00	$ 94,500.00
23	W5	Ductile Iron Fittings	8000	LB	$ 6.00	$ 48,000.00	$ 48,000.00	$ 4.32	$ 34,560.00	$ 34,560.00	$ 8.38	$ 67,040.00	$ 67,040.00	$ 7.00	$ 56,000.00	$ 56,000.00	$ 2.50	$ 20,000.00	$ 20,000.00
24	W6	Anchor Coupling / Foster Adaptor	45	EA	$ 475.00	$ 21,375.00	$ 21,375.00	$ 463.59	$ 20,861.55	$ 20,861.55	$ 750.00	$ 33,750.00	$ 33,750.00	$ 500.00	$ 22,500.00	$ 22,500.00	$ 251.00	$ 11,295.00	$ 11,295.00
25	W7	8"x1" Tapping Saddle	164	EA	$ 175.00	$ 28,700.00	$ 28,700.00	$ 306.00	$ 50,184.00	$ 50,184.00	$ 350.00	$ 57,400.00	$ 57,400.00	$ 250.00	$ 41,000.00	$ 41,000.00	$ 112.00	$ 18,368.00	$ 18,368.00
26	W8	1" Water Service Connection	164	EA	$ 775.00	$ 127,100.00	$ 127,100.00	$ 390.59	$ 64,056.76	$ 64,056.76	$ 500.00	$ 82,000.00	$ 82,000.00	$ 850.00	$ 139,400.00	$ 139,400.00	$ 350.00	$ 57,400.00	$ 57,400.00
27	W9	1" Water Service Lateral	9800	LF	$ 8.50	$ 83,300.00	$ 83,300.00	$ 3.23	$ 31,654.00	$ 31,654.00	$ 14.83	$ 145,334.00	$ 145,334.00	$ 10.00	$ 98,000.00	$ 98,000.00	$ 15.00	$ 147,000.00	$ 147,000.00
28	W10	Water Meter & Meter Box	164	EA	$ 325.00	$ 53,300.00	$ 53,300.00	$ 208.08	$ 34,125.12	$ 34,125.12	$ 385.00	$ 63,140.00	$ 63,140.00	$ 250.00	$ 41,000.00	$ 41,000.00	$ 80.00	$ 13,120.00	$ 13,120.00
29	W11	Open Trenching of Water Main	14880	LF	$ 20.00	$ 297,600.00	$ 297,600.00	$ 4.08	$ 60,710.40	$ 60,710.40	$ 10.00	$ 148,800.00	$ 148,800.00	$ 9.00	$ 133,920.00	$ 133,920.00	$ 40.00	$ 595,200.00	$ 595,200.00
30	WW1	8" SDR 26 ASTM D2241, PVC	260	LF	$ 43.00	$ 11,180.00	$ 11,180.00	$ 30.46	$ 7,919.60	$ 7,919.60	$ 31.15	$ 8,099.00	$ 8,099.00	$ 51.00	$ 13,260.00	$ 13,260.00	$ 6.00	$ 1,560.00	$ 1,560.00
31	WW1	6" SDR 26 ASTM D2241, PVC	120	LF	$ 39.00	$ 4,680.00	$ 4,680.00	$ 27.68	$ 3,321.60	$ 3,321.60	$ 28.50	$ 3,420.00	$ 3,420.00	$ 48.00	$ 5,760.00	$ 5,760.00	$ 4.00	$ 480.00	$ 480.00
32	WW2	Connect To Existing Manhole	4	EA	$ 1,275.00	$ 5,100.00	$ 5,100.00	$ 4,596.80	$ 18,387.20	$ 18,387.20	$ 3,630.00	$ 14,520.00	$ 14,520.00	$ 1,500.00	$ 6,000.00	$ 6,000.00	$ 250.00	$ 1,000.00	$ 1,000.00
33	WW3	Open Trenching of Wastewater Main	380	LF	$ 27.00	$ 10,260.00	$ 10,260.00	$ 4.08	$ 1,550.40	$ 1,550.40	$ 23.30	$ 8,854.00	$ 8,854.00	$ 10.00	$ 3,800.00	$ 3,800.00	$ 85.00	$ 32,300.00	$ 32,300.00
34	P1	6" Concrete Pavement Repair	50	SY	$ 130.00	$ 6,500.00	$ 6,500.00	$ 74.80	$ 3,740.00	$ 3,740.00	$ 155.00	$ 7,750.00	$ 7,750.00	$ 120.00	$ 6,000.00	$ 6,000.00	$ 100.00	$ 5,000.00	$ 5,000.00
35	P2	Concrete Curb & Gutter Repair	600	LF	$ 26.00	$ 15,600.00	$ 15,600.00	$ 22.44	$ 13,464.00	$ 13,464.00	$ 44.00	$ 26,400.00	$ 26,400.00	$ 35.00	$ 21,000.00	$ 21,000.00	$ 38.00	$ 22,800.00	$ 22,800.00
36	P3	Concrete Pedestrian Access Ramp Repair	50	SY	$ 365.00	$ 18,250.00	$ 18,250.00	$ 64.26	$ 3,213.00	$ 3,213.00	$ 270.00	$ 13,500.00	$ 13,500.00	$ 123.00	$ 6,150.00	$ 6,150.00	$ 70.00	$ 3,500.00	$ 3,500.00
37	P4	4" Concrete Sidewalk Repair	250	SY	$ 81.00	$ 20,250.00	$ 20,250.00	$ 64.26	$ 16,065.00	$ 16,065.00	$ 100.00	$ 25,000.00	$ 25,000.00	$ 100.00	$ 25,000.00	$ 25,000.00	$ 90.00	$ 22,500.00	$ 22,500.00
38	P5	2" Type D HMAC Asphalt Pavement Repair (PG70-22)	7500	SY	$ 40.00	$ 300,000.00	$ 300,000.00	$ 36.72	$ 275,400.00	$ 275,400.00	$ 17.90	$ 134,250.00	$ 134,250.00	$ 60.00	$ 450,000.00	$ 450,000.00	$ 25.00	$ 187,500.00	$ 187,500.00
39	P6	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY)	1500	GAL	$ 5.50	$ 8,250.00	$ 8,250.00	$ 3.40	$ 5,100.00	$ 5,100.00	$ 5.85	$ 8,775.00	$ 8,775.00	$ 8.00	$ 12,000.00	$ 12,000.00	$ 15.00	$ 22,500.00	$ 22,500.00
40	P7	Flowable Fill / 2-Sack Backfill	7700	SY	$ 90.00	$ 693,000.00	$ 693,000.00	$ 72.08	$ 555,016.00	$ 555,016.00	$ 70.00	$ 539,000.00	$ 539,000.00	$ 72.00	$ 554,400.00	$ 554,400.00	$ 34.00	$ 261,800.00	$ 261,800.00
					Base Bid Total =	$ 2,978,710.00	**$ 2,978,710.00**	Base Bid Total =	$ 2,154,636.46	**$ 2,154,636.46**	Base Bid Total =	$ 2,299,534.00	**$ 2,299,534.00**	Base Bid Total =	$ 2,939,390.00	**$ 2,939,390.00**	Base Bid Total =	$ 2,399,183.00	**$ 2,399,183.00**
							$0.00			$0.00			$0.00			$0.00			$0.00

EXHIBIT "A"

INTEROFFICE MEMORANDUM

TO: Erika Martinez; City of Midland, Purchasing Manager

FROM: Matt C. Carr, P.E.; City of Midland, City Engineer

SUBJECT: Thomason Drive Water Main Replacement Utility Bond Project ♦ Engr. Project No. BPU18-04 ♦ Bid Tabulation ♦ Funding # 982013

DATE: April 30, 2020

Erika,

Engineer staff has reviewed the bid tabulation for the Thomason Drive Water Main Replacement Utility Bond Project. Edgardo Madrid & Associates, LLC of Midland, Texas, is the apparent successful low bidder. Staff recommends awarding the Thomason Drive Water Main Replacement Utility Bond Project to Edgardo Madrid & Associates, LLC.

Edgardo Madrid & Associates, LLC has an established history with other cities and developers of performing work of similar scale and scope to the Thomason Drive Water Main Replacement Utility Bond 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 **$2,154,636.46** as outlined in the bidding documents. In addition, we would like to request that a 10% contingency in the amount of **$215,463.64** 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 **$2,420,100.10**.

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

Matt C. Carr, P.E.
City Engineer

Cc: Jose Ortiz
Regina Stephenson

BPU18-04 - Thomason Drive Water Main Replacement Utility Bond Project

City of Midland - Engineering Services; April 27, 2020

BID TAB					Boler Equipment Service, Inc.			Edgardo Madrid & Associates, LLC			J&H Services, Inc.			TEC Excavation, Inc.			Garney Companies, 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	Unit Price	Bid Total	Actual Bid Total
1	M1	Mobilization	10	MO	$ 14,500.00	$ 145,000.00	$ 145,000.00	$ 1,500.00	$ 15,000.00	$ 15,000.00	$ 2,500.00	$ 25,000.00	$ 25,000.00	$ 4,100.00	$ 41,000.00	$ 41,000.00	$ 12,000.00	$ 120,000.00	$ 120,000.00
2	M2	Erosion/Sediment Control	10	MO	$ 1,000.00	$ 10,000.00	$ 10,000.00	$ 1,700.00	$ 17,000.00	$ 17,000.00	$ 1,000.00	$ 10,000.00	$ 10,000.00	$ 2,300.00	$ 23,000.00	$ 23,000.00	$ 1,000.00	$ 10,000.00	$ 10,000.00
3	M3	Traffic Control	10	MO	$ 3,750.00	$ 37,500.00	$ 37,500.00	$ 2,600.00	$ 26,000.00	$ 26,000.00	$ 3,100.00	$ 31,000.00	$ 31,000.00	$ 4,700.00	$ 47,000.00	$ 47,000.00	$ 4,700.00	$ 47,000.00	$ 47,000.00
4	M4	Job Site Safety	10	MO	$ 1,000.00	$ 10,000.00	$ 10,000.00	$ 340.00	$ 3,400.00	$ 3,400.00	$ 1,500.00	$ 15,000.00	$ 15,000.00	$ 1,300.00	$ 13,000.00	$ 13,000.00	$ 1,325.00	$ 13,250.00	$ 13,250.00
5	M5	Material Mark-up	N/A	%	15.00		N/A	20.00		N/A	20.00		N/A	15.00		N/A	15.00		N/A
6	M6	Labor Mark-up	N/A	%	15.00		N/A	15.00		N/A	20.00		N/A	15.00		N/A	20.00		N/A
7	M7	Equipment Rental Mark-up	N/A	%	15.00		N/A	20.00		N/A	20.00		N/A	15.00		N/A	15.00		N/A
8	D1	Removal & Disposal of Existing Water Mains	2860	LF	$ 10.00	$ 28,600.00	$ 28,600.00	$ 13.60	$ 38,896.00	$ 38,896.00	$ 8.50	$ 24,310.00	$ 24,310.00	$ 15.00	$ 42,900.00	$ 42,900.00	$ 62.00	$ 177,320.00	$ 177,320.00
9	D1	Removal & Disposal of Existing Wastewater Mains	360	LF	$ 10.00	$ 3,600.00	$ 3,600.00	$ 13.60	$ 4,896.00	$ 4,896.00	$ 8.50	$ 3,060.00	$ 3,060.00	$ 15.00	$ 5,400.00	$ 5,400.00	$ 35.00	$ 12,600.00	$ 12,600.00
10	D2	Flowable Fill for Existing Utility Mains Abandoned in Place	150	CY	$ 100.00	$ 15,000.00	$ 15,000.00	$ 170.00	$ 25,500.00	$ 25,500.00	$ 220.00	$ 33,000.00	$ 33,000.00	$ 145.00	$ 21,750.00	$ 21,750.00	$ 350.00	$ 52,500.00	$ 52,500.00
11	D3	Removal & Disposal of Existing Fire Hydrant Assembly	11	EA	$ 350.00	$ 3,850.00	$ 3,850.00	$ 272.00	$ 2,992.00	$ 2,992.00	$ 800.00	$ 8,800.00	$ 8,800.00	$ 650.00	$ 7,150.00	$ 7,150.00	$ 800.00	$ 8,800.00	$ 8,800.00
12	D4	Removal & Disposal of Existing Unclassified Pavement	7500	SY	$ 9.00	$ 67,500.00	$ 67,500.00	$ 4.76	$ 35,700.00	$ 35,700.00	$ 9.50	$ 71,250.00	$ 71,250.00	$ 10.00	$ 75,000.00	$ 75,000.00	$ 7.50	$ 56,250.00	$ 56,250.00
13	D5	Removal & Disposal of Existing Concrete Curb & Gutter	600	LF	$ 5.00	$ 3,000.00	$ 3,000.00	$ 9.52	$ 5,712.00	$ 5,712.00	$ 15.30	$ 9,180.00	$ 9,180.00	$ 10.00	$ 6,000.00	$ 6,000.00	$ 36.00	$ 21,600.00	$ 21,600.00
14	D6	Removal & Disposal of Existing Concrete Sidewalk & Ramps	250	SY	$ 28.00	$ 7,000.00	$ 7,000.00	$ 13.60	$ 3,400.00	$ 3,400.00	$ 41.60	$ 10,400.00	$ 10,400.00	$ 20.00	$ 5,000.00	$ 5,000.00	$ 72.00	$ 18,000.00	$ 18,000.00
15	W1	16" Steel Pipe Casing (1/4" Wall Thickness)	240	LF	$ 82.00	$ 19,680.00	$ 19,680.00	$ 67.93	$ 16,303.20	$ 16,303.20	$ 110.00	$ 26,400.00	$ 26,400.00	$ 73.00	$ 17,520.00	$ 17,520.00	$ 70.00	$ 16,800.00	$ 16,800.00
16	W2	12" AWWA C-900 DR 18, PVC	460	LF	$ 54.00	$ 24,840.00	$ 24,840.00	$ 41.88	$ 19,264.80	$ 19,264.80	$ 35.35	$ 16,261.00	$ 16,261.00	$ 62.00	$ 28,520.00	$ 28,520.00	$ 20.00	$ 9,200.00	$ 9,200.00
17	W2	8" AWWA C-900 DR 18, PVC	13700	LF	$ 40.00	$ 548,000.00	$ 548,000.00	$ 30.60	$ 419,220.00	$ 419,220.00	$ 24.30	$ 332,910.00	$ 332,910.00	$ 52.00	$ 712,400.00	$ 712,400.00	$ 15.00	$ 205,500.00	$ 205,500.00
18	W2	6" AWWA C-900 DR 18, PVC	720	LF	$ 41.00	$ 29,520.00	$ 29,520.00	$ 27.68	$ 19,929.60	$ 19,929.60	$ 21.45	$ 15,444.00	$ 15,444.00	$ 43.00	$ 30,960.00	$ 30,960.00	$ 9.50	$ 6,840.00	$ 6,840.00
19	W3	12" Gate Valve & Box (MJxMJ/FL)	8	EA	$ 3,100.00	$ 24,800.00	$ 24,800.00	$ 3,395.92	$ 27,167.36	$ 27,167.36	$ 3,030.00	$ 24,240.00	$ 24,240.00	$ 2,700.00	$ 21,600.00	$ 21,600.00	$ 2,000.00	$ 16,000.00	$ 16,000.00
20	W3	8" Gate Valve & Box (MJxMJ/FL)	56	EA	$ 1,850.00	$ 103,600.00	$ 103,600.00	$ 2,292.55	$ 128,382.80	$ 128,382.80	$ 1,947.00	$ 109,032.00	$ 109,032.00	$ 1,400.00	$ 78,400.00	$ 78,400.00	$ 1,200.00	$ 67,200.00	$ 67,200.00
21	W3	6" Gate Valve & Box (MJxMJ/FL)	25	EA	$ 1,525.00	$ 38,125.00	$ 38,125.00	$ 1,703.59	$ 42,589.75	$ 42,589.75	$ 1,385.00	$ 34,625.00	$ 34,625.00	$ 1,000.00	$ 25,000.00	$ 25,000.00	$ 900.00	$ 22,500.00	$ 22,500.00
22	W4	Fire Hydrant Assembly	27	EA	$ 3,950.00	$ 106,650.00	$ 106,650.00	$ 3,850.16	$ 103,954.32	$ 103,954.32	$ 4,170.00	$ 112,590.00	$ 112,590.00	$ 3,800.00	$ 102,600.00	$ 102,600.00	$ 3,500.00	$ 94,500.00	$ 94,500.00
23	W5	Ductile Iron Fittings	8000	LB	$ 6.00	$ 48,000.00	$ 48,000.00	$ 4.32	$ 34,560.00	$ 34,560.00	$ 8.38	$ 67,040.00	$ 67,040.00	$ 7.00	$ 56,000.00	$ 56,000.00	$ 2.50	$ 20,000.00	$ 20,000.00
24	W6	Anchor Coupling / Foster Adaptor	45	EA	$ 475.00	$ 21,375.00	$ 21,375.00	$ 463.59	$ 20,861.55	$ 20,861.55	$ 750.00	$ 33,750.00	$ 33,750.00	$ 500.00	$ 22,500.00	$ 22,500.00	$ 251.00	$ 11,295.00	$ 11,295.00
25	W7	8"x1" Tapping Saddle	164	EA	$ 175.00	$ 28,700.00	$ 28,700.00	$ 306.00	$ 50,184.00	$ 50,184.00	$ 350.00	$ 57,400.00	$ 57,400.00	$ 250.00	$ 41,000.00	$ 41,000.00	$ 112.00	$ 18,368.00	$ 18,368.00
26	W8	1" Water Service Connection	164	EA	$ 775.00	$ 127,100.00	$ 127,100.00	$ 390.59	$ 64,056.76	$ 64,056.76	$ 500.00	$ 82,000.00	$ 82,000.00	$ 850.00	$ 139,400.00	$ 139,400.00	$ 350.00	$ 57,400.00	$ 57,400.00
27	W9	1" Water Service Lateral	9800	LF	$ 8.50	$ 83,300.00	$ 83,300.00	$ 3.23	$ 31,654.00	$ 31,654.00	$ 14.83	$ 145,334.00	$ 145,334.00	$ 10.00	$ 98,000.00	$ 98,000.00	$ 15.00	$ 147,000.00	$ 147,000.00
28	W10	Water Meter & Meter Box	164	EA	$ 325.00	$ 53,300.00	$ 53,300.00	$ 208.08	$ 34,125.12	$ 34,125.12	$ 385.00	$ 63,140.00	$ 63,140.00	$ 250.00	$ 41,000.00	$ 41,000.00	$ 80.00	$ 13,120.00	$ 13,120.00
29	W11	Open Trenching of Water Main	14880	LF	$ 20.00	$ 297,600.00	$ 297,600.00	$ 4.08	$ 60,710.40	$ 60,710.40	$ 10.00	$ 148,800.00	$ 148,800.00	$ 9.00	$ 133,920.00	$ 133,920.00	$ 40.00	$ 595,200.00	$ 595,200.00
30	WW1	8" SDR 26 ASTM D2241, PVC	260	LF	$ 43.00	$ 11,180.00	$ 11,180.00	$ 30.46	$ 7,919.60	$ 7,919.60	$ 31.15	$ 8,099.00	$ 8,099.00	$ 51.00	$ 13,260.00	$ 13,260.00	$ 6.00	$ 1,560.00	$ 1,560.00
31	WW1	6" SDR 26 ASTM D2241, PVC	120	LF	$ 39.00	$ 4,680.00	$ 4,680.00	$ 27.68	$ 3,321.60	$ 3,321.60	$ 28.50	$ 3,420.00	$ 3,420.00	$ 48.00	$ 5,760.00	$ 5,760.00	$ 4.00	$ 480.00	$ 480.00
32	WW2	Connect To Existing Manhole	4	EA	$ 1,275.00	$ 5,100.00	$ 5,100.00	$ 4,596.80	$ 18,387.20	$ 18,387.20	$ 3,630.00	$ 14,520.00	$ 14,520.00	$ 1,500.00	$ 6,000.00	$ 6,000.00	$ 250.00	$ 1,000.00	$ 1,000.00
33	WW3	Open Trenching of Wastewater Main	380	LF	$ 27.00	$ 10,260.00	$ 10,260.00	$ 4.08	$ 1,550.40	$ 1,550.40	$ 23.30	$ 8,854.00	$ 8,854.00	$ 10.00	$ 3,800.00	$ 3,800.00	$ 85.00	$ 32,300.00	$ 32,300.00
34	P1	6" Concrete Pavement Repair	50	SY	$ 130.00	$ 6,500.00	$ 6,500.00	$ 74.80	$ 3,740.00	$ 3,740.00	$ 155.00	$ 7,750.00	$ 7,750.00	$ 120.00	$ 6,000.00	$ 6,000.00	$ 100.00	$ 5,000.00	$ 5,000.00
35	P2	Concrete Curb & Gutter Repair	600	LF	$ 26.00	$ 15,600.00	$ 15,600.00	$ 22.44	$ 13,464.00	$ 13,464.00	$ 44.00	$ 26,400.00	$ 26,400.00	$ 35.00	$ 21,000.00	$ 21,000.00	$ 38.00	$ 22,800.00	$ 22,800.00
36	P3	Concrete Pedestrian Access Ramp Repair	50	SY	$ 365.00	$ 18,250.00	$ 18,250.00	$ 64.26	$ 3,213.00	$ 3,213.00	$ 270.00	$ 13,500.00	$ 13,500.00	$ 123.00	$ 6,150.00	$ 6,150.00	$ 70.00	$ 3,500.00	$ 3,500.00
37	P4	4" Concrete Sidewalk Repair	250	SY	$ 81.00	$ 20,250.00	$ 20,250.00	$ 64.26	$ 16,065.00	$ 16,065.00	$ 100.00	$ 25,000.00	$ 25,000.00	$ 100.00	$ 25,000.00	$ 25,000.00	$ 90.00	$ 22,500.00	$ 22,500.00
38	P5	2" Type D HMAC Asphalt Pavement Repair (PG70-22)	7500	SY	$ 40.00	$ 300,000.00	$ 300,000.00	$ 36.72	$ 275,400.00	$ 275,400.00	$ 17.90	$ 134,250.00	$ 134,250.00	$ 60.00	$ 450,000.00	$ 450,000.00	$ 25.00	$ 187,500.00	$ 187,500.00
39	P6	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY)	1500	GAL	$ 5.50	$ 8,250.00	$ 8,250.00	$ 3.40	$ 5,100.00	$ 5,100.00	$ 5.85	$ 8,775.00	$ 8,775.00	$ 8.00	$ 12,000.00	$ 12,000.00	$ 15.00	$ 22,500.00	$ 22,500.00
40	P7	Flowable Fill / 2-Sack Backfill	7700	SY	$ 90.00	$ 693,000.00	$ 693,000.00	$ 72.08	$ 555,016.00	$ 555,016.00	$ 70.00	$ 539,000.00	$ 539,000.00	$ 72.00	$ 554,400.00	$ 554,400.00	$ 34.00	$ 261,800.00	$ 261,800.00
					Base Bid Total =	$ 2,978,710.00	**$ 2,978,710.00**	Base Bid Total =	$ 2,154,636.46	**$ 2,154,636.46**	Base Bid Total =	$ 2,299,534.00	**$ 2,299,534.00**	Base Bid Total =	$ 2,939,390.00	**$ 2,939,390.00**	Base Bid Total =	$ 2,399,183.00	**$ 2,399,183.00**
							$0.00			$0.00			$0.00			$0.00			$0.00

MIDLAND
Engineering Services

SPECIFICATIONS

Project Name: Thomason Drive Water Main Replacement Utility Bond Project

Project Number: BPU18-04

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.

STATE OF TEXAS
APR 03 2020
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

Prepared by City of Midland, Texas
Engineering Services Division

April 2020

NOTICE TO BIDDERS

ATTENTION: Due to the Coronavirus (COVID-19) pandemic, the City of Midland's City Hall is closed to the Public. All bidders are encouraged to mail bid packets to one of the addresses below rather than delivering them in person in the interests of maintaining social distancing:

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

If bid packets are delivered in person then bidders must make arrangements in advance to drop the bid packets off at the north doors of City Hall before the bid opening deadline, and social distancing measures will be maintained for the health of all parties involved.

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 _27th day of _April_, 2020, and then be publicly opened and read aloud at that time in the City Hall Council Chambers.

ATTENTION: The public bid opening will be shown via the City Council Meeting live feed in order to maintain social distancing due to COVID-19. This can be accessed from the following web address at the time of the bid opening:

http://www.midlandtexas.gov/600/Watch-Council-Meetings

The Proposed Work provides for the furnishing of materials and labor for __Thomason Drive Water Main Replacement Utility Bond Project___ together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING TELECONFERENCE will be held at 3:00 p.m. on _Wednesday_, _April_15th, 2020. There will be no in-person pre-bid meeting due to COVID-19.

TELECONFERENCE CALL IN NUMBER: (866) 528-2256
ACCESS CODE: 4450719

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

jferguson@midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting Teleconference is Noon on Friday, April 17, 2020. Questions submitted before the Noon deadline will be included in the Addendum that will go out that same day along with all discussion items, questions, answers, and any new information resulting from the Non-Mandatory Pre-Bid Meeting Teleconference. Questions submitted after

the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

Bids will be received on a unit price basis.

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

"FAX" or telephone bids or modifications will not be accepted.

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

ATTENTION: Information for bidders, proposal forms, specifications and plans are available through Dropbox. Contact the Purchasing Agent, Purchasing Department of City Hall for additional information or questions on accessing Dropbox. Documents will only be provided in electronic format to maintain social distancing, there will be no hard copies provided. No fees will be charged since only electronic copies are being provided.

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 April 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 February 17, 2020 and numbered from C100 (1) through C303 (29) 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 March 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.**

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.

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: _____

TECHNICAL SPECIFICATIONS

FOR: Thomason Drive Water Main Replacement Utility Bond Project

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.

Form Revised March 2020

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

ATTENTION: All Bidders are directed to pay special attention to the NOTICE TO BIDDERS section of the bid packet. The Coronavirus (COVID-19) pandemic has resulted in several changes to the City of Midland's normal bid process, and bidders have sole responsibility for complying with the current bid process requirements. Bidders also have sole responsibility for verifying that any bid submitted is completed correctly and includes all of the required documentation, including addendums.

1. SCOPE OF WORK:

Included in this Project will be Thomason Drive Water Main Replacement Utility Bond Project 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 and wastewater 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:

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

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.

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: Thomason Drive Water Main Replacement Utility Bond Project

Project Number: BPU18-04

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	10 MO	Mobilization, furnished, installed, complete and in place, for the sum of: ONE THOUSAND FIVE HUNDRED dollars and ZERO cents per month. (Pay Note M1)	$ 1,500.00	$ 15,000.00
2)	10 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: ONE THOUSAND SEVEN HUNDRED dollars and ZERO cents per month. (Pay Note M2)	$ 1,700.00	$ 17,000.00
3)	10 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: TWO THOUSAND SIX HUNDRED dollars and ZERO cents per month. (Pay Note M3)	$ 2,600.00	$ 26,000.00
4)	10 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: THREE HUNDRED FORTY dollars and ZERO cents per month. (Pay Note M4)	$ 340.00	$ 3,400.00
5)	N/A	Material Mark-up, complete and in place, for the sum of: TWENTY percent. (Pay Note M5)	% 20	$ N/A

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
6)	N/A	Labor Mark-up (regular work hours), complete and in place, for the sum of: FIFTEEN percent. (Pay Note M6)	% 15	$ N/A
7)	N/A	Equipment Rental Mark-up (non-standard equipment only), complete and in place, for the sum of: TWENTY percent. (Pay Note M7)	% 20	$ N/A
Total Miscellaneous Items 1-7		$ 61,400.00		

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	2,860 LF	Removal & Disposal of Existing Water Mains, complete and in place, for the sum of: THIRTEEN dollars and SIXTY cents per linear foot. (Pay Note D1)	$ 13.60	$ 38,896.00
2)	360 LF	Removal & Disposal of Existing Wastewater Mains, complete and in place, for the sum of: THIRTEEN dollars and SIXTY cents per linear foot. (Pay Note D1)	$ 13.60	$ 4,896.00
3)	150 CY	Flowable Fill for Existing Utility Mains Abandoned In Place, furnished, installed, complete and in place, for the sum of: ONE HUNDRED SEVENTY dollars and ZERO cents per cubic yard. (Pay Note D2)	$ 170.00	$ 25,500.00
4)	11 EA	Removal & Disposal of Existing Fire Hydrant Assembly, complete and in place, for the sum of: TWO HUNDRED SEVENTY TWO dollars and ZERO cents per each. (Pay Note D3)	$ 272.00	$ 2,992.00
5)	7,500 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: FOUR dollars and SEVENTY SIX cents per square yard. (Pay Note D4)	$ 4.76	$ 35,700.00
6)	600 LF	Removal & Dispose of Existing Concrete Curb & Gutter, complete and in place, for the sum of: NINE dollars and FIFTY TWO cents per linear foot. (Pay Note D5)	$ 9.52	$ 5,712.00
7)	250 SY	Removal & Disposal of Existing Concrete Sidewalk & Ramps, complete and in place, for the sum of: THIRTEEN dollars and SIXTY cents per square yard. (Pay Note D6)	$ 13.60	$ 3,400.00
Total Demolition Items 1-7		$ 117,096.00		

Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	240 LF	16" AWWA C-900 DR-18 PVC Pipe Casing, furnished, installed, complete and in place, for the sum of: SIXTY SEVEN dollars and NINETY THREE cents per linear foot. (Pay Note W1)	$ 67.93	$ 16,303.20
2)	460 LF	12" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: FORTY ONE dollars and EIGHTY EIGHT cents per linear foot. (Pay Note W2)	$ 41.88	$ 19,264.80
3)	13,700 LF	8" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: THIRTY dollars and SIXTY cents per linear foot. (Pay Note W2)	$ 30.60	$ 419,220.00
4)	720 LF	6" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: TWENTY SEVEN dollars and SIXTY EIGHT cents per linear foot. (Pay Note W2)	$ 27.68	$ 19,929.60
5)	8 EA	12" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: THREE THOUSAND THREE HUNDRED NINETY FIVE dollars and NINETY TWO cents per each. (Pay Note W3)	$ 3,395.92	$ 27,167.36
6)	56 EA	8" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: TWO THOUSAND TWO HUNDRED NINETY TWO dollars and FIFTY FIVE cents per each. (Pay Note W3)	$ 2,292.55	$ 128,382.80
7)	25 EA	6" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: ONE THOUSAND SEVEN HUNDRED THREE dollars and FIFTY NINE cents per each. (Pay Note W3)	$ 1,703.59	$ 42,589.75
8)	27 EA	Fire Hydrant Assembly, furnished, installed, complete and in place, for the sum of: THREE THOUSAND EIGHT HUNDRED FIFTY dollars and SIXTEEN cents per each. (Pay Note W4)	$ 3,850.16	$ 103,954.32

Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
9)	8,000 LB	Ductile Iron Fittings, furnished, installed, complete and in place, for the sum of: FOUR dollars and THIRTY TWO cents per pound. (Pay Note W5)	$ 4.32	$ 34,560.00
10)	45 EA	Dresser Coupling, furnished, installed, complete and in place, for the sum of: FOUR HUNDRED SIXTY THREE dollars and FIFTY NINE cents per each. (Pay Note W6)	$ 463.59	$ 20,861.55
11)	164 EA	8"x1" Tapping Saddle for water service connection, furnished, installed, complete and in place, for the sum of: THREE HUNDRED SIX dollars and ZERO cents per each. (Pay Note W7)	$ 306.00	$ 50,184.00
12)	164 EA	1" Water Service Connection, furnished, installed, complete and in place, for the sum of: THREE HUNDRED NINETY dollars and FIFTY NINE cents per each. (Pay Note W8)	$ 390.59	$ 64,056.76
13)	9,800 LF	1" Water Service Lateral, furnished, installed, complete and in place, for the sum of: THREE dollars and TWENTY THREE cents per linear foot. (Pay Note W9)	$ 3.23	$ 31,654.00
14)	164 EA	Water Meter & Meter Box, furnished, installed, complete and in place, for the sum of: TWO HUNDRED EIGHT dollars and EIGHT cents per each. (Pay Note W10)	$ 208.08	$ 34,125.12
15)	14,880 LF	Open Trenching of Water Main, furnished, installed, complete and in place, for the sum of: FOUR dollars and EIGHT cents per linear foot. (Pay Note W11)	$ 4.08	$ 60,710.40
Total Water Items 1-15		$ 1,072,963.66		

Wastewater Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	260 LF	8" SDR 26 ASTM D2241, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: THIRTY dollars and FORTY SIX cents per linear foot. (Pay Note WW1)	$ 30.46	$ 7,919.60
2)	120 LF	6" SDR 26 ASTM D2241, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: TWENTY SEVEN dollars and SIXTY EIGHT cents per linear foot. (Pay Note WW1)	$ 27.68	$ 3,321.60
3)	4 EA	Connection to Existing Manhole, furnished, installed, complete and in place, for the sum of: FOUR THOUSAND FIVE HUNDRED NINETY SIX dollars and EIGHTY cents per each. (Pay Note WW2)	$ 4,596.80	$ 18,387.20
4)	380 LF	Open Trenching of Wastewater Main, furnished, installed, complete and in place, for the sum of: FOUR dollars and EIGHT cents per linear foot. (Pay Note WW3)	$ 4.08	$ 1,550.40
Total Wastewater Items 1-4		$ 31,178.80		

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	50 SY	6" Concrete Pavement Repair, furnished, installed, complete and in place, for the sum of: SEVENTY FOUR dollars and EIGHTY cents per square yard. (Pay Note P1)	$ 74.80	$ 3,740.00
2)	600 LF	Concrete Curb & Gutter Repair, furnished, installed, complete and in place, for the sum of: TWENTY TWO dollars and FORTY FOUR cents per linear foot. (Pay Note P2)	$ 22.44	$ 13,464.00
3)	50 SY	Concrete Pedestrian Access Ramp Repair, furnished, installed, complete and in place, for the sum of: SIXTY FOUR dollars and TWENTY SIX cents per square yard. (Pay Note P3)	$ 64.26	$ 3,213.00
4)	250 SY	4" Concrete Sidewalk Repair, furnished, installed, complete and in place, for the sum of: SIXTY FOUR dollars and TWENTY SIX cents per square yard. (Pay Note P4)	$ 64.26	$ 16,065.00
5)	7,500 SY	2" Type D HMAC Asphalt Pavement Repair (PG70-22), furnished, installed, complete and in place, for the sum of: THIRTY SIX dollars and SEVENTY TWO cents per square yard. (Pay Note P5)	$ 36.72	$ 275,400.00
6)	1,500 GAL	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: THREE dollars and FORTY cents per gallon. (Pay Note P6)	$ 3.40	$ 5,100.00
7)	7,700 SY	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place, for the sum of: SEVENTY TWO dollars and EIGHT cents per square yard. (Pay Note P7)	$ 72.08	$ 555,016.00
Total Paving Items 1-7		$ 871,998.00		

Bid Price For:	
1. Miscellaneous Items	$ 61,400.00
2. Demolition Items	$ 117,096.00
3. Water Items	$ 1,072,963.66
4. Wastewater Items	$ 31,178.80
5. Paving Items	$ 871,998.00
Total Price	$ 2,154,636.46

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

TWO MILLION ONE HUNDRED FIFTY FOUR THOUSAND SIX HUNDRED THIRTY SIX dollars

and FORTY SIX 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.

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

BID BOND 5% OF TOTAL BID _____ dollars

and _____ cents total. ($_____)

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

EDGARDO MADRID & ASSOCIATES, LLC
Name of Contractor

EDGARDO MADRID, PRESIDENT
Submitted By — Print Name and Title

6216 SPAHN ST
Mailing Address

MIDLAND TX 79706
City — State — Zip

PAY NOTES

Thomason Drive Water Main Replacement Utility Bond Project

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Erosion/Sediment Control	M2
3	Traffic Control	M3
4	Job Site Safety	M4
5	Material Mark-up	M5
6	Labor Mark-up	M6
7	Equipment Rental Mark-up	M7
Demolition Items		
1	Removal & Disposal of Existing Water Mains	D1
2	Removal & Disposal of Existing Wastewater Mains	D1
3	Flowable Fill for Existing Utility Mains Abandoned in Place	D2
4	Removal & Disposal of Existing Fire Hydrant Assembly	D3
5	Removal & Disposal of Existing Unclassified Pavement	D4
6	Removal & Disposal of Existing Concrete Curb & Gutter	D5
7	Removal & Disposal of Existing Concrete Sidewalk & Ramps	D6
Water Items		
1	16" AWWA C-900 DR-18 PVC Pipe Casing	W1
2	12" 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	12" Gate Valve & Box (MJxMJ/FL)	W3
6	8" Gate Valve & Box (MJxMJ/FL)	W3
7	6" Gate Valve & Box (MJxMJ/FL)	W3
8	Fire Hydrant Assembly	W4
9	Ductile Iron Fittings	W5
10	Dresser Coupling	W6
11	8"x1" Tapping Saddle	W7
12	1" Water Service Connection	W8
13	1" Water Service Lateral	W9
14	Water Meter & Meter Box	W10
15	Open Trenching of Water Main	W11
Wastewater Items		
1	8" SDR 26 ASTM D2241, PVC	WW1
2	6" SDR 26 ASTM D2241, PVC	WW1
3	Connect To Existing Manhole	WW2
4	Open Trenching of Wastewater Main	WW3
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 to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per month.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSABILITY OF THE CONTRACTOR. Measurement and payment to be made per month.

M4 Includes the necessary equipment, labor, materials, and incidentals to implement the Traffic Control per the approved Traffic Control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per each month.

M5 Includes the Material Mark-up for materials and material sizes (pipe, valve, manhole, etc.) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the material in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the material cost from the supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any material. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M6 Includes the Labor Mark-up 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.

M7 Includes the Equipment Rental Mark-up (non-standard equipment only) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards 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 Fire Hydrant Assembly per the construction drawings and City of Midland standards and specifications. Fire hydrant assemblies are to be returned to the City Utility Maintenance Department unless otherwise directed by the Engineer of Record or their representative. This includes removal and disposal of all structures, fittings, pipes, and appurtenances. Measurement and payment to be per each fire hydrant assembly removed.

D4 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.

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

D6 Includes the necessary equipment, labor, materials, and incidentals 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 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.

W5 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.

W6 Includes the necessary equipment, labor, materials, and incidentals for the installation of a 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.

W7 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.

W8 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.

W9 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.

W10 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.

W11 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 to Connect to Existing Manhole 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.

WW3 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.

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 BRUNS042720

KNOW ALL MEN BY THESE PRESENTS, THAT Edgardo Madrid & Associates, LLC (Hereinafter called the Principal), as Principal, and Merchants National Bonding, Inc. (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 attached bid Dollars ($ 5 %) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written contract for the construction of Thomason Drive Water Main Replacement Utility Bond Project.

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 23 day of April, 2020.

Edgardo Madrid & Associates, LLC
Principal

By _____
Edgardo Madrid, Sole Member

Address 6216 Spahn Street

Midland, TX 79706

Merchants National Bonding, Inc.
Surety

By _____
Todd A. Stein, Attorney in Fact

Address P. O. Box 14498

Des Moines, IA 50306

APPROVED AS TO FORM:

_____
City Attorney

NOTE: Attach Power of Attorney

Form Revised March 2020

BidB 2

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jeff McQuate; Mark G Levinson; Mary E Brenner Miller; Michelle Hirsch; Ruth M Pell; Sandy Kruger; Todd A Stein

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 20th day of April, 2020.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 20th day of April 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23 day of April, 2020.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

MERCHANTS BONDING COMPANY™

MERCHANTS NATIONAL BONDING, INC.

Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis

		Dec. 31, 2019
Admitted Assets		
Cash and Invested Assets		
Bonds	$	30,193,670
Common Stocks		7,173,276
Cash and Short-Term Investments		3,319,290
Other Invested Assets		66,258
Total Cash and Invested Assets		40,752,494
Investment Income Due and Accrued		170,967
Premiums in the Course of Collection		4,603,859
Reinsurance Recoverable from Reinsurers		3,695,423
Current Federal Income Taxes Recoverable		52,179
Net Deferred Tax Asset		146,294
Total Admitted Assets	$	49,421,216
Liabilities & Surplus		
Liabilities		
Losses	$	1,369,108
Reinsurance Payable on Paid Losses and LAE		428,656
Loss Adjustment Expenses		1,761,818
Commissions Payable		280,057
Other Expenses		581,455
Taxes, Licenses, and Fees		27,097
Unearned Premiums		7,179,849
Dividends Declared to Policyholders		599,782
Reinsurance Payable to Reinsurers		5,374,349
Payable to Parent, Subsidiary and Affiliates		10,871,999
Total Liabilities		28,474,170
Surplus		
Common Capital Stock		3,000,000
Gross Paid In and Contributed Surplus		5,788,655
Unassigned Funds (Surplus)		12,158,391
Total Surplus		20,947,046
Total Liabilities and Policyholders' Surplus	$	49,421,216

I, Don Blum, Treasurer of Merchants National Bonding, Inc., do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2019, to the best of my knowledge and belief.

Don Blum, CFO & Treasurer

street 6700 Westown Parkway West Des Moines, IA 50266-7754
mailing P.O. Box 14498 Des Moines, IA 50306-3498
toll free 800.678.8171 **local** 515.243.8171 **fax** 515.243.3854
email info@merchantsbonding.com **website** merchantsbonding.com

Texas Department of Insurance
Amended Certificate of Authority

License no. 95778 Licensed since: April 16, 2003

Department Certification

Merchants National Bonding, Inc.
(foreign stock casualty company)
organized under the laws of the state of Iowa

This entity has complied with the laws of the state of Texas, as applicable, and is authorized to transact the following lines of insurance:

Burglary & Theft, Fidelity & Surety, Liability Other than Auto

This amended certificate of authority is in full force and effect until it is revoked, canceled, or suspended according to law.

Given under my hand and official seal of office
in the city of Austin,

September 23, 2015

DAVID C. MATTAX
COMMISSIONER OF INSURANCE

BY _____
Godwin Ohaechesi, Director
Company Licensing and Registration
Commissioner's order no. 3632

MERCHANTS
BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. BOX 14498 · DES MOINES, IOWA 50306-3498 · (800) 678-8171 · (515) 243-3854 FAX

Please send all notices of claim on this bond to:

Merchants Bonding Company (Mutual) / Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, Iowa 50306-3498

(515) 243-8171
(800) 678-8171

Physical Address: 6700 Westown Parkway, West Des Moines, Iowa 50266

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 13th day of May, 2020, 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 Edgardo Madrid & Associates, LLC 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: Thomason Drive Water Main Replacement Utility Bond Project _____ 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: $2,154,636.46 .

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 _____, 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 April 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 Thomason Drive Water Main Replacement Utility Bond Project , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised March 2020

PerfB 2

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 Thomason Drive Water Main Replacement Utility Bond Project, hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised March 2020

CERTIFICATE OF PAYMENT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

_____Thomason Drive Water Main Replacement Utility Bond Project_____

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 March 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.

CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS **1**

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP **1**

1. GENERAL 1
2. MATERIALS 1
3. CONSTRUCTION METHODS 2

GENERAL *2*
CURB AND GUTTER *2*
DRIVEWAYS AND ALLEY RETURNS *3*
CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS *4*
SIDEWALKS *4*
CONCRETE RIP RAP *6*

4. BACKFILL AND CLEANUP 6

GENERAL *6*
CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS *6*
BACKFILL BEHIND CURBS AND ALONG SIDEWALKS *7*

Updated 3/06

CONCRETE STRUCTURES

1. GENERAL

This specification covers concrete structures including but not limited to junction boxes, culverts, head walls, cast in place manholes, valve vaults, meter vaults and retaining walls.

2. MATERIALS

CONCRETE

Concrete for cast in place manholes, junction boxes, storm sewer inlet boxes, valve vaults and direct traffic culvert and bridge decks shall be a modified class "C" concrete using a minimum of 6 sacks cement per cubic yard with a maximum water content of 5 gallons per sack of cement and producing a concrete with 4000 psi 28 day compressive strength.

Concrete for other structures shall be class "A" as specified in "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" item number 421. Concrete for riprap shall be class "B".

Reinforcing steel shall conform to the requirements of item number 440 or "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" and shall be of the sizes and grades as shown on the plans.

3. CONSTRUCTION

Construction of concrete structures shall be in accordance with the provisions of item 420 "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges".

FLEXIBLE BASE, CALICHE 1
1. GENERAL 2
2. MATERIALS 2
3. CONSTRUCTION 3
4. TESTING 3

FLEXIBLE BASE, CALICHE

1. GENERAL

This item consists of the construction of a caliche flexible base course to the lines, grades and thickness shown on the plans and in accordance with the provisions of the specifications.

Qualification of Material Source - There will be no designated material sources, but the source proposed by the Contractor must be approved by the Engineer. The contractor shall furnish evidence of capability to crush and screen the material with suitable equipment.

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

2. MATERIALS

Material from the approved source shall meet the following requirements when tested in accordance with the referenced testing standards:

Gradation - Tested by ASTM C 136-67 to meet the following gradation limits:

Sieve Size	Percent Passing
1-3/4"	100.0
7/8"	65-90
3/8"	50-70
No. 4	30-60
No. 40	15-35

Liquid Limit and Plasticity Index **-** Tested by ASTM D423-66 and D 424-59.

Liquid Limit - 30.0 Maximum
Plasticity Index - 10.0 Maximum
Triaxial Classification - Tested by Texas Highway Department Method TEX 117-E, Part II - minimum class 3.0.

Source Quality Control - The contractor shall exercise caution in the operation of the material source to prevent the inclusion of inferior materials.

3. CONSTRUCTION

A. The subgrade shall be finished true to the lines and grades as shown on the plans or as established by the Engineer and finished within specified tolerances and properly maintained to prevent drying and/or loosening of the surface.

No base material may be dumped on any subgrade until it has been tested and approved by the Engineer.

B. Flexible caliche base material shall be placed in uniform courses and processed to provide a uniformly mixed base course of the proper moisture content for compaction. The processing and compaction procedure used shall provide a uniform base course compacted to ninety-five percent (95%) modified proctor density (YACHT T180) minimum. The minimum thickness of any one compacted course shall be three inches (3"). The maximum thickness of any one compacted course shall be eight inches (8").

Any soft or segregated spots that appear in the base shall be removed, replaced or reprocessed and recompacted prior to final finishing of the base. The finished base shall conform to the lines and grades as shown on the plans or established by the Engineer. Finished tolerances shall not exceed one half inch (1/2") in ten feet (10').

The finished base shall be primed as soon after finishing as practical and shall be protected until the hot mix asphaltic concrete surface is applied. In no case will prime be applied until the finished base has been approved by the Engineer.

4. TESTING

A. All test for approval of the source shall be performed by a commercial lab selected by the owner and shall be paid for by the contractor.

B. Gradation and soil constants tests (ASTM C-136, D423 and D424) and THD Triaxial Test (THD TEX117-E Part II) will be performed for source approval. Should the appearance, workability or other visual checks indicate a possible change in the material being furnished, the Engineer may require the contractor to retest the material for source approval.

C. Field quality control test will consist of the finish tolerance test and density test.

The finish tolerance test will be performed by the contractor at his expense using a 10' rolling straight edge. This test shall be performed at the direction of the Engineer or his representative. When required, the test shall consist of checking one path in each lane with the rolling straight edge.

Density test will be made by the City or a commercial laboratory chosen by the City using Troxler 3411-B nuclear density gauges or approved equal at the minimum rate of one test for each 1000 square yards of base. In no case shall less than three tests be run on any one area processed as a unit. The City will bear the cost of the first test or set of tests only. If the base fails the first test the contractor, at his own expense, will be required to have all subsequent tests performed by the commercial laboratory chosen by the city.

8/07

Caliche 5

BITUMINOUS PRIME

1. GENERAL

This item consists of the application of a bituminous prime coat to the finished caliche base in accordance with the provisions of the Specifications.

Qualification of Material Source - Material shall be supplied by a producer with a proven performance record of acceptance by the Texas Highway Department.

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

2. MATERIALS

Cut-back asphalt grade MC-30, Texas Highway Department Item 300.

Source Quality Control - Certificates of compliance to be furnished by the producer to the Engineer.

3. CONSTRUCTION METHODS

Condition of Base - The surface of the base shall be tightly compacted to the line and grade shown on the plans and within the tolerances of the specifications. The surface shall be clean and the base shall contain sufficient moisture to assure the proper penetration of the prime.

The prime shall be applied with an approved distributor to the surface of the base at a rate of between 0.15 and 0.40 gallon per square yard. The application rate shall be varied to meet field conditions and to obtain uniform coverage, and adequate penetration. Properly applied prime coat should penetrate from 3/8" to 1/2" into the base and should cure in approximately 72 hours with ambient temperatures at or near 70 degrees F. The prime shall be applied at a temperature within the range of temperatures recommended in Item 300 of Texas Highway Department Standard Specifications. The temperature shall be varied within this range to provide a viscosity that will assure even spreading and penetration of the base. Air Temperatures at the time of application shall be above 50'F.

BITUMINOUS TACK

1. GENERAL

This item consists of the application of a bituminous tack coat to the primed base or existing asphaltic concrete or Portland cement concrete pavement in accordance with the provisions of the specification.

Qualification of Material Source - Material shall be supplied by producer with a proven performance record of acceptance by the Texas Highway Department.

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

2. MATERIALS

Cut-back asphalt grade RC-250, Texas Highway Department Item 300.

3. CONSTRUCTION METHODS

Conditions of Surface - Prior to application of tack to the base course the prime must be completely penetrated into the base and the surface cleaned of foreign objects.

The tack shall be applied with an approved distributor at a rate of between 0.05 and 0.10 gallons per square yard. The temperature of application shall be within the range recommended by the Texas Highway Department in Item 300. The surface temperature to which tack is being applied shall be above 50 degrees F. at the time of application.

When the asphaltic concrete surface is being placed on primed caliche base, use of the tack coat may be waived by the Engineer if the contractor can show that adequate adhesion of the surface being placed to the base course is achieved without it.

Tack coat shall be placed on all asphaltic concrete or portland cement concrete surfaces on which an additional course of asphaltic concrete surfacing is to be placed. The tack coat shall be rolled with a pneumatic roller to assure even distribution over the entire surface and to achieve proper penetration into and adhesion to the surface being overlayed.

HOT MIX ASPHALTIC CONCRETE

I. GENERAL

Includes the construction of the hot mix asphaltic concrete surface in accordance with lines, grades and the sections shown on the plans and with the provisions of the specifications.

Qualification of Material Sources - Producers of oil asphaltic concrete mixture to have a proven record of acceptance by the Texas Highway Department.

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

2. MATERIALS

Oil Asphalt - Oil asphalt grade AC-l0 or AC-20, Texas Highway Department Item 300. When no asphalt grade is shown on the plans, and unless directed otherwise by the Engineer, asphalt for this project shall be grade AC-10.

Coarse Aggregate - Crushed stone or crushed gravel with a minimum of 75 percent of the aggregates having two or more crushed faces. Additional requirements:

(a) Los Angeles Abrasion: ASTM C l3l, Wear not to exceed 40.

(b) Decantation: Maximum 2.0 percent by weight

Fine Aggregates - Natural sand and screenings crushed from the same or similar material meeting the requirements of the course aggregates. Additional requirements.

(a) Plasticity Index: Maximum of 6.

(b) Sand Equivalents: Minimum of 50 for each individual fine aggregate.

Paving Mixtures - The paving mixture(s) shall be as shown on the plans and details. If no mixtures are shown on the plans surface or wearing courses up to l-3/4 inches thick shall be Type D, base courses up to 2 inches thick shall be Type C and base courses over 2 inches thick shall be Type B or Type A.

(a) Gradation: The master gradations for the paving mixtures are:

TYPE "A" (Coarse Graded Base Course):	Percent Aggregate by weight or volume
Passing 2" sieve	100
Passing l-3/4" sieve	95 to 100
Passing l-3/4" sieve, retained on 7/8" sieve	16 to 42
Passing 7/8" sieve, retained on 3/8" sieve	16 to 42
Passing 3/8" sieve, retained on No. 4 sieve	10 to 26
Passing No. 4 sieve, retained on No. l0 sieve	5 to 21
Total retained on No. l0 sieve	68 to 84
Passing No. l0 sieve, retained on No. 40 sieve	5 to 21
Passing No. 40 sieve, retained on No. 80 sieve	3 to 16
Passing No. 80 sieve, retained on No. 200 sieve	2 to 16
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "B" (Fine graded Base or Leveling-up course)	Percent Aggregate by Weight or Volume
Passing l" sieve	100
Passing 78" sieve	95 to 100
Passing 7/8" sieve, retained on 3/8" sieve	21 to 53
Passing 3/8" sieve, retained on No. 4 sieve	11 to 42
Passing No. 4 sieve, retained on No. l0 sieve	5 to 26
Total retained on No. l0 sieve	58 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve	3 to 21
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

Type "C" (Coarse Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 7/8" sieve	100
Passing 5/8" sieve	95 to 100
Passing 5/8" sieve, retained on 3/8" sieve	16 to 42
Passing No. 4 sieve, retained on No. l0 sieve	11 to 37
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 Sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "D" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing l/2" sieve	100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on 4" sieve	21 to 53
Passing No. 4 sieve, retained on No. l0 sieve	54 to 74
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 4 to 8 percent of the mixture by weight.

TYPE "F" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 3/8" sieve	100
Passing No. 4 sieve	95 to 100
Passing No. 4 sieve, retained on No. l0 sieve	58 to 73
Passing No. l0 sieve, retained on No. 40 sieve	6 to 26
Passing No. 40 sieve, retained on No. 80 sieve	3 to 13
Passing No. 80 sieve, retained on No. 200 sieve	2 to 11
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 6.5 percent of the mixture by weight.

(b) Tolerances: Deviations from job mix formula limited to:

(l) Sizes larger than the l0 sieve- Plus or Minus 4 percent.

(2) No. l0 sieve and smaller - Plus or Minus 3 percent.

(3) The deviation from the job mix formula shall be further limited in that the total deviation from the job mix formula between any two adjacent aggregate grades shall not exceed the allowable deviation for either one.

(4) Asphalt - Plus or Minus 0.3 percent.

(c) Density - The mixture shall be designed to produce an acceptable mixture within tolerance, at or near optimum density. The mixture molded in the laboratory should have the following percent of maximum theoretical density:

Minimum	Maximum	Optimum
96	98	97

(d) Stability: Minimum of 35 Hveem

Source Quality Control - Paving mixture and plant tests to be performed by laboratory selected and paid by the Owner, except as noted.

Job Mix Formula - The contractor shall submit a job mix formula, prepared by laboratory chosen by the owner, at least l0 days in advance of laying operations to allow time for review by the engineer. Substitution of one or more materials will require a new job mix formula and must be approved by the engineer.

The design of job mix formula whether for original submittal or revisions shall be paid for by the contractor.

Plant Tests - Check of raw material uniformity, quality and flow, hot bin gradations, temperature of mixture, mixture tests for density, stability and percent asphalt and other necessary tests to be performed bythe laboratory selected by the owner for each day's production.

Oil Asphalt - Producer to furnish certificates of compliance to the Engineer.

3. CONSTRUCTION METHODS

A. GENERAL

Condition of Base - The surface of the base shall be tight and free of debris. The prime coat shall be uniformly distributed, well penetrated and completely cured prior to application of the tack coat. If the mixture will adhere to the surface of the base without the application of a tack coat, the tack coat can be eliminated. If the surface of the base is one half (l/2") inch or more lower than the proposed bottom of the asphaltic concrete it shall be corrected by placing and compacting a level up course of the asphaltic concrete before the mat is placed on it.

Stockpiling, Storage, Batching and Mixing - Shall meet the requirements of Item 340, "Texas Highway Department l982 Standard Specifications for Road and Bridge Construction.

Weather Limitations - Shall be the requirements of Item 340,"Texas Highway Department l982 Standard Specifications for Road and Bridge Construction." With the added provision that no asphaltic concrete shall be placed when the surface on which the mat is to be placed is below 50 degrees F.

Thickness - Shall be as shown on plans. Unless shown otherwise on the plans, the maximum compacted thickness of any one course of asphaltic concrete shall be two and one-half (2-l/2) times the maximum aggregate size of the mixture being placed. The minimum shall be one (l) inch or one and one fourth (1-1/4) times the maximum particle size which ever is greater.

B. PLACING

Placing of Asphaltic Concrete shall be accomplished using an approved self propelled spreading and finishing machine with a heated vibrating screed capable of producing a surface that will meet the requirements of the typical cross section and the surface test, and when the mixture is dumped directly into the finishing machine shall have adequate power to propel the delivery vehicles in a satisfactory manner. The finishing machine shall be equipped with a flexible spring and/or hydraulic type hitch sufficient in design and capacity to maintain contact between the rear wheels of the hauling equipment and the pusher rollers of the finishing machine while the mixture is being unloaded.

The use of any vehicle which requires dumping directly into the finishing machine and which the finishing machine cannot push or propel in such a manner as to obtain the desired lines and grades without resorting to hand finishing will not be allowed. Vehicles dumping directly or indirectly into the finishing machine shall be so designed and equipped that unloading into the finishing machine can be mechanically and/or automatically operated in such a manner that overloading the finishing machine being used cannot occur and the required lines and grades shall be obtained without resorting to hand finishing.

Automatic screed controls will be required and shall meet the requirements item, 528 "automatic screed controls for asphaltic concrete spreading and finishing machines "Texas Department of Highways and Public Transportation 1982 Specifications for Construction of Highways, Streets and Bridges".

The screed shall be ski controlled using a ski of not less than l8' in length. Curb shoe control will not be allowed.

The spreading and finishing machine shall be maintained in good working order and operated by competent trained personnel.

The Engineer may require the contractor to place a test strip to prove the capability of the machine and the competency of the operating personnel to produce a satisfactory finished surface.

In dips and on curved surfaces where the ski control cannot be used, the surface will be controlled using a l0' straight edge.

Fillet areas, turn outs and other areas not accessible to the spreading machine may be hand laid provided a satisfactory surface is produced.

C. COMPACTION AND FINISHING

Compaction Requirements - The asphaltic concrete surface shall be compacted so that the compacted mixture will contain not more than seven percent (7%) nor less than three percent (3%) air voids.

The surface of the pavement, after compaction, shall be smooth and true to the established line, grade and cross section, and when tested with a l0 foot rolling straightedge, except as provided herein, the maximum deviation shall not exceed l/8 inch in l0 feet, and any surface not meeting this requirement shall be corrected as directed by the engineer.

Raking and Leveling - Minor leveling may be accomplished using asphalt rakes prior to compacting the surface. The surface shall be leveled by loosening the surface of the asphaltic concrete using an asphalt rake then adding or removing material and smoothing the surface. Any large aggregate worked to the surface in this process shall be removed before compaction. The large aggregate shall not be spread over the new asphaltic concrete surface.

Edges and joints with compacted asphalt or concrete gutters shall be carefully squared and excess material removed before compaction. Care shall be taken to see that NO excess material laps over onto the surface of existing asphaltic concrete paving or concrete gutters. Large aggregate worked to the surface in this process shall be removed. It shall not be spread over the new asphaltic concrete surface.

Rolling - In general rolling shall conform to the requirements of item 340 of the Texas Department of Highways and Transportation 1982 Specifications for Construction of Highways, Streets an Bridges except as modified herein.

It shall be the responsibility of the contractor to have rolling equipment available on the job to properly compact the paving mixture in place as required without delay to the lay down operation. Rollers provided shall meet the qualifications for their type as follows:

PNEUMATIC TIRE ROLLERS: The rollers shall be acceptable medium pneumatic tire rollers conforming to the requirements of the item, "Rolling (pneumatic tire)", Type B, unless otherwise specified on plans.

TWO AXLE TANDEM ROLLER: This roller shall be an acceptable power driven tandem roller weighing not less than 8 tons.

THREE WHEEL ROLLER: This roller shall be an acceptable power driven three wheel roller weighing not less than l0 tons.

THREE AXLE TANDEM ROLLER: This roller shall be an acceptable power driven three axle roller weighing not less than l0 tons.

Vibrating rollers will not be used without prior written approval of the engineer. Written approval will be granted only upon demonstration by the contractor that the roller and operator can produce a satisfactory surface within the tolerances of these specifications. Only the operator or operators thus approved will be allowed to operate the vibrating roller on this project.

Areas not accessible to standard rollers shall be compacted using trench rollers, impact tampers, hand tamps or other approved means that will produce the density and surface required.

JOINTS- Shall be carefully rolled to provide compaction of the asphalt against the existing surface or face of the concrete gutter. Joints between concrete gutters and Hot Mix Asphaltic Concrete shall be placed so that the HMAC will be approximately l/2 inch higher than the concrete when compaction is completed. At transverse joints such as valley gutters and fillet areas where finishing asphalt paving 1/2 inch above the edge of concrete will adversely affect ride quality the asphalt shall be finished 1/4 inch above the edge of the concrete.

Transverse joints shall be rolled in the transverse direction with the first pass extending approximately six (6") inches onto the new asphalt each additional pass shall extend approximately twelve (12") inches further onto the new asphalt until the full width of the roller is on the new asphalt. Longitudinal rolling may begin then.

All transverse joints shall be checked with a l0" straight edge while the material is

still hot enough to roll. Any corrections shall be made by loosening the material using an asphalt rake and adding or removing material and recompacting the surface. The surface shall be rechecked and when the joint is acceptable the asphalt spreading machine may proceed with the pass.

Final or finish rolling shall be accomplished using a two axle tandem roller to remove roller marks. This rolling shall be accomplished after the surface has cooled sufficient to minimize further marking but before it is too cool to respond to rolling.

STRAIGHTEDGES AND TEMPLATES - The contractor shall provide acceptable l0 foot straightedge for surface testing. Satisfactory templates shall be provided as required by the Engineer.

4. FIELD QUALITY CONTROL

Test Lots - Field Quality Control Tests shall be made by lot with a lot being the amount of contiguous surface laid in one day. No lot shall exceed l0,000 S.Y. If a days laying exceeds l0,000 S.Y., that days laying shall be divided into two approximately equal lots. The same lot divisions shall be used for all Quality Control Tests. Each separate block or combination of contingeous (blocks) of paving shall be considered as a separate lot even though they may be placed in a single day and do not comprise l0,000 S.Y. of surface.

Surface Tests - Surface tolerance tests will be performed in both longitudinal and transverse directions. The test for longitudinal surface tolerance will be performed with a ten-foot rolling straightedge furnished by the contractor, and calibrated and used in accordance with the manufacturer's recommendation or other approved method.

The maximum allowable deviation in surface shall be 1/8 inch in 10 feet. Tests for longitudinal surface tolerance will be performed by the contractor, accompanied by the engineer within 24 hours of the completion of a lot. One path in each lane for the length of the entire lot will be tested. The location of the test path (Distance from centerline or pavement edge) will be determined by the engineer through the use of random numbers. Any deviations in the surface finish of a roadway wearing course which exceeds l/4 inch must be corrected. After corrections have been made, the entire lot must meet the l/8 inch surface tolerance.

Thin course "scab on" patching will NOT be permitted. Corrections may be made by planning, milling and patching or by removing and replacing affected surface area.

When milling and patching is used to correct surface defects the minimum depth of removal shall be l".

For milling and patching or surface removal the area removed or milled shall be sufficiently large to avoid the appearance of patching.

When planning is used to correct defects the thickness of the remaining paving shall meet the thickness requirements as shown on the plans.

Surface tolerance test will be performed on the last or wearing course only.

Asphaltic concrete pavement constructed under these specifications that does not meet the surface tolerance requirements and is allowed to remain in place will be paid for at a reduced rate determined by multiplying the price bid for the wearing surface course by a surface tolerance quality factor. This rate shall apply to the entire lot.

Lower courses will not be affected by this quality factor but will be paid for at the price bid or such price as it may be affected by other quality factors.

The surface tolerance quality factor will be determined according to the following schedule:

Linear % of pavement exceeding 1/8 inch surface tolerance	Surface tolerance quality factor
0.0 to 1.0	1.0
1.1 to 1.5	0.9
1.6 to 2.5	0.8
over 2.5	0.5

Roadway surface requirements will not be applied for paved drives, aprons, turnouts, and other irregular sections, however, asphaltic concrete shall be placed in such a manner as to provide a neat and uniform appearance and shall be compacted by methods satisfactory to the engineer.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the surface tolerance quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be pre- constructed and remove and reconstruct the pavement. All costs in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be re-tested and the surface tolerance quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x ....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Thickness Test - Thickness test will be made by the engineer on each course of asphaltic concrete laid. Test specimens shall be made by a commercial laboratory selected by the owner. Test specimens shall be cores having a minimum nominal diameter of 6". These cores shall be made in the presence of the inspector at locations designated by the inspector using an approved power operated coring machine.

For thickness and compaction test, each lot shall be divided into approximately equal sublots corresponding in width to each pass of the lay down machine and containing up to but not exceeding 2,000 square yards each. If a lot contains less than 2,000 square yards the engineer may, at his option, divide the lot into two equal sublots, or, if the contractor has a record of satisfactory workmanship, the engineer may waive tests on said lots.

The engineer will locate one test spot for each l,000 S.Y. and/or fraction thereof in each sub-lot using random numbers. If a spot thus located falls within one foot of a longitudinal joint or lip of gutter or within two feet of an unsupported edge or within l5 feet of the beginning or ending edge of a pass, the engineer will relocate the spot using random numbers. The commercial laboratory chosen by the owner will remove the test specimen from each designated spot, mark the specimen and the adjacent pavement for future reference and perform the required tests. Test specimens shall be removed with special caliper type tongs having circular jaws of the diameter of the specimen being removed. These jaws shall grip at least 1/2 of the circumference of the specimen. Screw drivers or other type of prying instruments shall not be used to remove the specimens.

The thickness of a specimen shall be determined by averaging four (4) measurements made at ninety degree (90) intervals around the specimen. Any thickness less than design thickness shall be considered as deficient.

For hot mix asphaltic concrete pavement less than 2 inches thick the maximum allowable deficiency in any one test specimen is l/8 inch provided that no more than twenty five percent (25%) of the specimens tested show a deficiency. For pavement in excess of 2 inches in thickness the maximum allowable deficiency in any one specimen shall be l/8 inch plus l/l6 inch for each additional inch of thickness provided that no more than twenty five percent (25%) of the test specimens show a deficiency.

When a test specimen has a greater deficiency and less than (25%) of the test specimens show a deficiency the contractor shall, at his own expense, determine the extent of the deficiency and correct it by removing and replacing the surface. The minimum width for such correction will be the full width of the pass or passes of the lay down machine in which the deficiency occurs.

The minimum length of such correction shall be three times the width removed. When more than (25%) of the test specimens show a deficiency the surface may at

the engineers option be declared uniformly deficient and the contractor shall correct the deficiency by removing and reconstructing the surface or by constructing an overlay of not less than l inch thickness over the deficient area. The construction of an overlay will require milling at lip lines and dips.

The corrected surface shall meet all the requirements of these specifications.

Asphaltic concrete pavement constructed under these specifications that is less than design thickness, if allowed to remain in place, will be paid for at a reduced rate determined by multiplying the unit price bid in the bid proposal by a thickness quality factor. This rate shall apply to the entire lot in which the deficiency is found.

The thickness quality factor for hot mix asphaltic concrete pavement less than 2 inches in thickness shall be:

Thickness Deficiency	Quality Factor
Maximum l/8" for any one specimen with no more than 25% of the specimens showing a deficiency.	l.0
Pavement not meeting the 25% limitation with an average specimen deficiency up to l/8 inch.	0.75
Average specimen deficiency of l/8 inch to l/4 inch	.55
Average deficiency of more than l/4 inch	0.0

The thickness quality factor for hot mix asphaltic concrete more than 2 inches thick will be l.0 if the maximum deficiency for any one specimen is l/8 inch plus l/l6 inch for each additional inch of thickness over 2 inches and not more than twenty five percent (25%) of the test specimens in the lot are deficient. For thickness test that fall outside this area either by single specimen thickness deficiency or more than twenty five percent (25%) of the specimens showing deficiency the thickness quality factor shall be computed as follows:

$$\text{Thickness Quality Factor} = \frac{1}{\left(\frac{1}{\text{Thickness Ratio}}\right)^2}$$

The thickness ratio for a lot is the average specimen thickness for that lot, with no allowance for thickness in excess of design, divided by the design thickness. For determining the average specimen thickness, those specimens in excess of design thickness shall be considered at design thickness.

The minimum thickness quality factor for which payment will be allowed is .55. Any pavement with a thickness quality factor below .55 will be considered as having a thickness quality factor of 0. This shall apply only if the contractor requests, in writing, to have this paving remain in place and this request is approved in writing by the engineer.

When the deficient area is in a lower course of a multi-course paving structure the contractor may reduce or correct the deficiency by increasing the thickness of the subsequent course or courses as follows:

When subsequent course is	Maximum increase in course thickness
Type B	1/2"
Type C	3/8"
Type D	1/4"

When corrected in this manner the thickness quality factor shall be determined using the combined thickness of the corrected courses and shall apply to all unit prices applicable to this lot.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the thickness quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be reconstructed and remove and reconstruct the pavement. All cost in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be retested and the thickness quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Compaction Test: Compaction test will be made by the commercial laboratory chosen by the owner on the core samples removed from the paving for thickness testing.

The percent air voids will be calculated using maximum theoretical specific gravity of the mixture.

The contractor may attempt to correct deficiencies in compaction by additional pneumatic rolling upon written permission of the engineer. Requests for permission to conduct additional rolling shall be submitted, in writing, to the engineer no later than three days following notification of the deficiency by the commercial laboratory and the additional rolling shall be completed within ten (l0) days following said notification weather permitting.

In no case shall the additional rolling be delayed beyond thirty (30) days from the date the surface was laid. All cost for additional rolling and additional coring and testing of the re-rolled surface shall be born by the contractor.

Asphaltic concrete pavement not meeting this specification and that is allowed to remain in place shall be paid for at a reduced rate determined by multiplying the price bid in the bid proposal by a compaction quality factor determined according to the following schedule:

Percent air voids (average of all specimens for the lot)	Compaction Quality factor	
less than 3	0	
3.0 to 8.0	1.0	
8.1 to 9.0	0.9	
9.1 to 10.0	0.7	
10.1 to 11.0	0.5	and the engineer may require a chip seal to be applied at the contractor's expense
More than 11		0 and the engineer may require a chip seal to be applied at the contractor's expense.

NOTE: HMAC surfacing with between 11% and 15% air voids may, upon written request by the Contractor, be reviewed by the Engineer to determine if it may be left in place. The Engineer's review will consider the type of street and expected traffic conditions among other factors and a written determination will be issued. If the surface is allowed to remain in place, a chip seal will be required at the Contractor's expense. The quality factor for this paving will remain at 0.

The reduced rate shall apply to the entire lot.

The effect of compaction quality factors shall be cumulative and shall be applied as described for surface quality factors and thickness quality factors.

Cost for Field Quality Control - The surface tolerance test shall be made by the contractor at his expense.

The initial thickness and compaction test will be made at no cost to the contractor except for the cost of materials and labor to repair the holes left when cores are removed.

The cost of all thickness test to isolate a deficient area and the cost of retesting the corrected area shall be born by the contractor.

The cost of all retesting of compaction after additional rolling to correct compaction deficiencies shall be born by the contractor.

Areas reconstructed to remedy deficiencies shall meet all the requirements of these specifications and shall be tested in the same manner as original construction. The cost of all tests on reconstructed areas shall be born by the contractor.

5. ADDITIVES

Anti-stripping: An approved liquid anti-stripping agent shall be added to the asphalt used in the hot mix asphaltic concrete. The rate of application shall be in accordance with the manufacturer's recommendation. The minimum anti-stripping agent added shall be one-half (l/2) of l%.

The anti-stripping agent used shall have a proven record when used with similar aggregate and shall be approved by the engineer in writing prior to the date set for reception of bids.

DOUBLE COURSE ASPHALT SURFACE TREATMENT

1. SCOPE

The work to be done under this section consists of furnishing all labor, materials and equipment necessary to construct a Double Asphalt Surface Treatment on the prepared base course in accordance with the sections shown on the plans and as specified herein or as directed by the Engineer.

2. MATERIALS

2.1 Asphalt

The asphalt used shall be of the grade and type specified below. The material shall be homogeneous and free from water, shall not foam when heated to 347° F., and shall meet the following requirements.

Viscosity Grade AC-5
Texas Highway Department 1982 Specifications

Viscosity 140 F. Stokes	500 +/- 100	
	Min.	Max.
Viscosity 140 F. Stokes	1.4	--
Penetration 77° F. 100 g. 5 sec.	135	--
Flash Point C.O.C.F.	425	--
Solubility in trichlorethylene percent	99.0	--

Tests on residues from thin film oven test:

Viscosity 140 F. Stokes	--	1500
Ductility, 77° F. 5 cms per min. cms.	100	--

Spot Test – negative for all grades.

2.2 Aggregate

All aggregate shall be composed of sound and durable particles of crushed stone or crushed gravel. At least eighty-five percent (85%) of the particles of the aggregate retained on the No. 4 sieve shall have one or more crushed faces. Aggregate particles shall be free from organic matter, clay, loam, or pebbles coated therewith, and shall not contain more that (5%) of slate, shale, schist or soft particles of sandstone. The aggregates shall have a percent of wear of not more than thirty-five (35). (Los Angeles Abrasion Tests of Coarse Aggregate, AASHO Designation

T-96 as revised). Crushed limestone will not be acceptable for this project.

Double Asphalt Surface Treatment

No. 1 Aggregate –	Retained on ¾" Sieve -	0% by weight
(Texas Highway	Retained on 5/8" Sieve -	0 – 2% by weight
Department 1982	Retained on ½" Sieve -	20, 35% by weight
Grade 3)	Retained on 3/8" Sieve -	85 – 100% by weight
	Retained on ¼" Sieve	95 – 100% by weight
	Retained on No. 10 Sieve-	99-100% by weight

No. 2 Aggregate -	Retained on ½" Sieve -	0% by weight
(Texas Highway	Retained on 3/8" Sieve -	0 – 5% by weight
Department 1982	Retained on No. 4 Sieve -	40 – 85% by weight
Grade 5)	retained on No. 10 Sieve -	98 –100% by weight
	Retained on No. 20 Sieve-	99 100% by weight

3. CONSTRUCTION METHODS

3.1 Preparation of base

If the surface of the base course is not in proper condition for placement of surfacing, it shall first be brought true to the section and grade as established. The base shall be checked, and any deviation in excess of ¼-inch from grade or from true cross section shall be corrected by scarifying then adding or removing material, reshaping and re-compacting by sprinkling and rolling. No "scab" or "featheredge" patches will be permitted. After correction of any defects in the base, it shall be cleaned of dirt, dust, or other deleterious material by sweeping or other approved methods and primed.

The base course shall be primed with MC-30 Asphalt as directed by the Engineer. The asphalt used shall meet the 1982 Texas Highway Department Specifications Item 300.

The base course shall be checked at least 24 hours in advance of placing the surfacing and any defects shall be repaired and re-primed. Immediately prior to placing the surfacing, the base shall be cleaned of all dirt, dust, or other deleterious materials by sweeping with rotary and hand brooms or other approved methods.

Prime coats shall not be applied more than 7 days in advance of placing the surface course. Areas that have been primed longer than the time

specified above prior to placing the surface course shall be re-primed at the Contractor's expense.

3.2 Handling and Applying Asphalt

All storage tanks, piping, retorts, booster tanks, and distributors used in storing or handling asphalt shall be kept clean and in good operating condition at all times, and they shall be operated in such a manner that there will be no contamination of the asphalt with foreign material. Asphalt shall not be heated above 400° F. at any time, and when applied, it shall be at a temperature of not less than 300° F. and not more than 350° F. The Engineer will select the temperature of application, and the Contractor shall apply the asphalt at a temperature within 15° of the temperature selected. All asphalt material heated above 400° F. will be rejected. Re-circulating heating equipment shall be equipped with recording temperature gauges.

The prime coat shall not be applied when the air temperature is below 50° F. and falling or when in the opinion of the Engineer weather conditions are not suitable. Prime coat shall not be applied when the temperature of the surface on which it is to be applied is less than 40° F. The prime coat shall be applied at least 24 hours in advance of placing the surface course. Prime coat shall be applied with an approved distributor at a rate of 0.30 gallon per square yard, or as directed by the Engineer.

Double Asphalt Surface Treatment shall not be applied when the temperature of the surface on which it is to be placed is below 50° F. and is falling but may be applied when the air temperature is above 40° F. and rising. No asphalt shall be placed when general weather conditions, in the opinion of the engineer, are unsuitable. No double asphalt surface treatment shall be placed from September 30 to April 15.

Asphalt shall be applied on the clean surface by an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. The Contractor shall provide necessary facilities for determining the temperature of the asphalt in all of the heating equipment and in the distributor, for determining the rate and pressure at which it is applied, and for securing uniformity at the junction of two distributor loads. The beginning and ending of each shot of asphalt shall start and stop on a strip of heavy craft paper of not less than thirty (30) inches in width.

In areas inaccessible to the distributor, asphalt shall be applied by means of a hose and spray nozzles attached to the distributor. Care shall be

taken during application of any asphalt to shield the curb and gutter from the asphalt spray; satisfactory means of handling this matter will be insisted upon.

3.3 Application of Aggregate

Immediately after making the first application of asphalt, the surface shall be covered with No. 1 aggregate. The aggregate shall be spread with an approved self-propelled continuous feet aggregate spreader box, or approved equal, at rates as specified below or as directed by the Engineer. If necessary to obtain uniform distribution of aggregates, hand brooming and hand spotting of aggregates will be required. After completion of placing the aggregates, all areas shall be bull-wheeled with a three- wheeled roller weighing not less than 8 tons followed immediately by two complete passes with an approved self propelled pneumatic roller.

The second application of asphalt shall then be made and the No. 2 aggregate shall be applied in the same manner as stated above for the No. 1 aggregate. The Contractor shall be responsible for the maintenance of the surface and the distribution of the excess aggregate until the work is accepted.

On the two successive days following completion of the work as specified above, all areas shall be rolled with at least four complete coverage's with a pneumatic roller. This rolling shall be done in the warm part of the day.

3.4 Rate of Application of Materials

The asphalt and aggregate shall be applied at the rates specified in the following schedule:

Double Asphalt Surface Treatment

Application	Aggregate Gal. Asphalt/Sq. Yd.	Aggregate Cu. Yd. To Sq. Yds.	Designation
First	0.30	1:70	No. 1
Second	0.40	1:110	No. 2

3.5 Cleanup

After completion of the asphalt surfacing, all debris resulting from the construction shall be cleaned up and removed from the site of the work to

an approved place of disposal. The ditches, shoulders and back slopes shall be bladed and graded to true grades and cross sections as shown on the plans. The entire premises of the work shall be left in a clean condition satisfactory to the Engineer, and all costs of cleanup shall be included in the contract unit prices for the items of work involved.

DOUBLE COURSE ASPHALT SURFACE TREATMENT 1
1. SCOPE 1
2. MATERIALS 1
2.1 Asphalt 1
Viscosity Grade AC-5 1
Texas Highway Department 1982 Specifications 1
Viscosity 140 F. Stokes 1.4 --..... 1
2.2 Aggregate 1
Double Asphalt Surface Treatment 2
3. CONSTRUCTION METHODS 2
3.1 Preparation of base 2
3.2 Handling and Applying Asphalt 3
3.3 Application of Aggregate 4
3.4 Rate of Application of Materials 4
Double Asphalt Surface Treatment 4
3.5 Cleanup 4

3/2006

PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL COAT

1. GENERAL

This item includes patching, milling and incidentals to prepare the asphaltic concrete surface for tack coating and overlay or for application of a seal coat.

2. MATERIALS

a. Asphalt

Asphalt for hot mix asphaltic concrete shall be Grade ACl0 Texas Highway Department Item 300.

Asphaltic concrete shall be Type D or Type F Texas Highway Department Item 340 except when the overlay is the second phase of phased construction in which case the asphaltic concrete for full depth patching shall be the grade as shown on the plans.

b. Portland Cement Stabilized Base

Cement stabilized base shall conform to Texas Highway Department Item 274 and shall consist of caliche base materials described in Section 2-C of this specification. Stabilized using 2 sacks of Portland cement per cubic yard. Cement stabilized base may be blade mixed at or near the job site if the contractor can produce a uniformly mixed acceptable product by this method.

3. PATCHING

a. Patching Surface Raveling

Where, in the opinion of the engineer, surface raveling has caused sufficient loss of material to require patching, the contractor shall thoroughly clean the area to be patched by brooming, and/or compressed air nozzle. When the patched area is completely free of loose aggregate and other foreign matter the contractor shall lightly brush the area with emulsified asphalt type SS1 and apply Type F hot mix asphaltic concrete. The asphaltic concrete shall be raked using an asphalt rake and finished smooth a little higher than the existing surrounding surface and compacted using a steel wheel roller and/or a pneumatic roller. Rollers shall be sufficient size and weight to achieve

adequate compaction. Small areas may be compacted using vibrating plate compacters when approved by the Engineer.

b. Patching Deteriorated Surface

When, in the opinion of the engineer, the surface has deteriorated to a point where replacement is required the engineer shall mark the area to be removed and replaced. The contractor shall saw cut for the full depth of the asphaltic concrete and remove said pavement. The saw cut shall be rectangular in shape with the edges being parallel to and at 90` to the centerline of the street. The minimum width for any patch shall be one (l') foot. After the surface has been removed the base shall be carefully smoothed and all loose base material shall be removed. When needed the base shall be reprimed using a light shot of RC 250 or MC 30 asphalt. After the prime coat has penetrated the base material, the contractor shall apply tack coat to the sawed edges of the surface and place Type D asphaltic concrete to a sufficient depth above the existing surface to provide a compacted surface slightly higher than the adjacent surface. The patch shall be compacted to a density of 92% to 97% Rice density using steel wheel and or pneumatic rollers.

c. Patching Deteriorated Substructure

When the base and or subgrade have failed and are to be removed, the contractor shall remove the surface as specified for deteriorated surface patching. The weakened base shall be removed to a uniform depth to expose undamaged base or subgrade. The minimum depth of removal shall be six (6") inches. The base and subgrade thus removed shall be replaced with Portland cement stabilize base and compacted to 95% modified proctor density and finished at the level of the abutting base. The finished base shall be primed and the surface replaced as specified for patching deteriorated surface.

4. MILLING

Surface milling shall be accomplished using approved asphalt milling machines. The maximum depth of milling shall be one (l") inch.

Milling shall be as directed by the engineer to remove asphaltic concrete placed at valley gutters, gutters and at the ends of the first phase of phased construction for drainage and to remove the asphaltic concrete placed for a smooth connection between that phase and the existing paving. The Engineer may also direct milling to

remove ridges and ruts that have formed on the pavement surface.

The Contractor shall be responsible for controlling the milling operation so that only these areas which require milling are milled. No measurement or payment will be made for milling where only superficial surface marks are left and from which no material is removed. When milling is required to remove ridges and ruts the low areas between ridges and ruts will be considered as "milled surface" for payment.

If a smooth straight joint can not be made by milling the contractor may be required to saw cut a one (l") inch depth groove at the edge of the milled area and remove material between the saw cut and the milled area by hand. No separate payment will be made for this saw cut when required.

5. MEASUREMENT AND PAYMENT

a. Patching Surface Raveling

Measurement will be made of the actual square footage of surface area patched. Payment will be made at the price bid per square foot for patching surface raveling in the bid proposal.

b. Patching Deteriorated Surface

Measurement will be made of the square yards of street surface replaced.

Payment will be made for the actual number of square yards of street surface replaced at the price bid per square yard for patching deteriorated surface in the bid proposal.

c. Portland Cement Stabilized Base

Measurement will be made of the actual cubic yards of compacted cement stabilized base in place.

Payment will be made at the price per cubic yard bid for compacted in place Portland cement stabilized base in the bid proposal.

d. Saw Cutting

Measurement will be made of the actual length of full depth saw cut made as directed by the engineer. No measurement will be made of the sawing required to square up poor milling edges.

Payment will be made at the price per linear foot of full depth saw cutting for the actual number of feet of saw cut as measured above.

No payment will be made for saw cutting required to square up the edges left by improper, inadequate or poor quality milling.

e. Milling

Measurement will be made of the actual area milled. No measurement will be made of areas where milling leaves only superficial surface marks from which no material was removed.

Payment will be made for the actual number of square yards of surface milling as measured above at the unit price bid per square yard of surface milling in the bid proposal.

SEAL COAT

I. DESCRIPTION

This item shall consist of the application of liquid asphalt to the existing pavement surface followed by placement of cover aggregate and rolled to increase adhesion, together with other operations necessary to form a complete durable seal coat.

II. MATERIALS

A. Asphaltic Materials

The material shall be homogeneous, shall be free from water, shall not foam when heated to 347 degrees F and shall meet the following requirements:

TEST		VISCOSITY GRADE AC-5 Min/Max	AC-10 Min/Max
Viscosity, 140 F stokes		500+100	1000+200
Viscosity, 275 stokes		1.4	1.9
Penetration, 77F, 100g, 5 sec.		135	85
Flash Point, C.O.C.F.		425	450
Solubility in trichlorethylene	%	99.0	99.0
Tests on residues from thin film oven test: Viscosity, 140 F stokes		1500	3000
Ductility, 77 F 5cms per min, cms		100	70
Spot Test		Negative for all grades	

B. Storage, Heating and Application Temperatures

Asphalt materials should be applied at the temperature which provides proper and uniform distribution and within practical limits avoiding higher temperatures than necessary. Satisfactory application usually should be obtained within the recommended ranges shown below. No material shall be heated above the following maximum temperatures:

Applications and Mixing

TYPE-GRADE	Recommended Range, F	Maximum Allowable, F	Heating and Storage Maximum, F
AC-5, 10	275-350	375	400

NOTE:Heating of asphalt materials (except emulsions) constitutes a fire hazard to various degrees. Proper precautions should be used in all cases and especially with RC cutbacks.

Warning to Contractors: Attention is called to the fact that asphaltic materials are very flammable. The utmost care shall be taken to prevent open flames from coming in contact with the asphaltic materials or the gases of same. The Contractor shall be responsible for damages from any fires or accidents which may result from heating the asphaltic materials.

C. Additives

1. Latex Additive: A minimum of two percent by weight latex additive (solids basis) shall be added to AC-5 asphalt when specified on the plans or in other specifications in the contract. The latex additive shall be governed by the following specifications:

The latex is to be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap so as to have good storage stability, and possessing the following properties:

Monomer ratio, B/S 70/30
Minimum solids content 67%
Solids content per gal @ 67% ..... 5.3 lbs
Coagulum on 80-mesh screen ..... 0.1% max

Type Anti-oxidant ..... staining
Mooney Viscosity of Polymer
(M/L4 @ 212 F) ....100 min
pH of Latex ..... 9.4 - 10.5
Surface Tension ..... 28-42 dynes/cm^2
Brookfield Viscosity
of Latex ..... 1200 ps max @ 67% solids

The finished latex-asphalt shall meet the following requirements:

Viscosity at 140 F, stokes ..... 1500 max
Ductility at 39.2F, 1cm per min, cm..... 100 min

2. Anti-stripping Agent. An approved liquid anti-stripping agent shall be added to the asphalt used on this project when called for on the plans or elsewhere in the specifications or bid proposal. The rate of application shall be in accordance with the manufacturers recommendations. The minimum anti-stripping agent added shall be one/half (1/2) of 1%. The anti-stripping agent shall be Permatac or approved equal.

D. Regular Aggregate

Regular aggregate shall be Type B Grade 4 or Grade 5 crushed gravel, or crushed stone as specified in Item 302 of the Texas State Department of Highways and Public Transportation (T.S.D.H.P.T.) 1982 Standard Specification for Construction of Highways, Streets, and Bridges with the following exceptions:

-2-

1. Limestone other than natural limestone rock asphalt will not be approved for use on this project.

2. Aggregate shall contain not more than 1% by weight of organic matter, clays, loam or pebbles coated therewith and shall contain not more than 5% by weight of any one of or combination of slate, shale, schist or soft particles of sandstone when tested in accordance with Test Method Tex-217-F.

3. Aggregate Gradation, expressed as a percentage of weight, shall be as follows:

Grade 4	Percent by Weight		
Retained on 5/8" sieve			0
Retained on 1/2" sieve	0	-	2
Retained on 3/8" sieve	5	-	35
Retained on No. 4 sieve	80	-	100
Retained on No. 10 sieve	98	-	100
Passing No. 200 sieve	0	-	0.5

Grade 5	Percent by Weight		
Retained on 1/2" sieve			0
Retained on 3/8" sieve	0	-	5
Retained on No. 4 sieve	40	-	85
Retained on No. 10 sieve	98	-	100
Retained on No. 20 sieve	99	-	100

When no aggregate grade is shown on the plans or called for elsewhere in the specifications or bid proposal, Grade 5 aggregate will be furnished.

4. The percent of wear, as determined by ASTM C-131, shall not exceed 25%.

5. The percent loss of the aggregate, as determined by ASTM C-88 using a magnesium sulfate solution and a four cycle test, shall not exceed 30%.

E. Precoated Aggregate

Precoated aggregate shall be Type PB Grade 4 or Grade 5 crushed gravel, or crushed stone as specified in Item 304 of the T.S.D.H.P.T. 1982 Standard Specification for Construction of Highways, Streets, and Bridges with the following exceptions:

1. Those exceptions listed in Paragraph II 2(B) above.

2. The precoated aggregate shall be coated with 1.0 to 2.0 per cent by weight of asphaltic cement of Grade AC-20.

F. Joint Paper

Paper used for starting and stopping asphalt application, as well as making fabricated paper discs to protect manhole covers and valve covers, shall be a non-absorbent, high grade 60# Kraft paper, 30" in width.

The contractor shall cover all manhole and valve box lids with paper discs, furnished by Contractor, immediately before application of asphalt and remove same immediately after application of rock.

G. Delivery Tickets

A legible copy of the delivery tickets for all materials to be used on this project shall be furnished to the City's representative at the time materials are delivered to the project stock pile and storage site.

III. CONSTRUCTION METHODS

A. Equipment

In general, all equipment used on this project shall be in good working order and in sufficient quantity to insure proper expedition of the seal operation.

1. Asphalt Handling Equipment

The asphalt distributor shall have been recently calibrated and the Engineer shall be furnished an accurate and satisfactory record of such calibration. The distributor shall be an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. The Contractor shall provide all necessary facilities for determining the temperature of the asphaltic material in all of the heating equipment and in the distributor, for determining the rate at which asphalt is applied, and for securing uniformity at the junction of two distributor loads. All storage tanks, piping, retorts, booster tanks, and distributors used in storing or handling asphaltic material shall be kept clean and in good operating

condition at all times, and they shall be operated in such manner that there will be no contamination of the asphalt with foreign material. It shall be the responsibility of the Contractor to provide and maintain in good working order a recording thermometer at the storage heating unit at all times.

2. Drag Broom

A drag broom shall be required if the aggregate is not properly distributed. The drag broom shall be furnished at no additional cost to the City.

3. Pneumatic-tire Roller

Pneumatic-tire rollers shall be of the self-propelled type consisting of not less than 7 pneumatic-tired wheels, running on axles in such manner that the rear group of tires will not follow in the tracks of the forward group, and mounted on a rigid frame and provided with a loading platform or body suitable for ballast loading. The roller shall be not less that 10 tons in weight and carry not less than 50 pounds pressure in each tire.

4. Aggregate Spreader

Aggregate spreader shall be an approved self-propelled continuous feed aggregate spreader. The spreader shall be equipped with a disposable trash box for placing debris removed from spreader box scalping screen.

5. Miscellaneous Equipment

The Contractor shall have available for immediate use at no additional cost one rock blade and one drag broom if their use is required by the Engineer. These pieces of equipment shall not be pulled by rollers. In addition, the Contractor shall furnish one tail gate aggregate spreader and one dump truck, equipped to receive the tail gate spreader.

6. Truck Scale

A truck scale conforming to the requirements of item 520 of "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" shall be furnished by the Contractor at aggregate stockpile sites.

B. Surface Preparation

The City of Midland will sweep all streets to be sealed ahead of the Contractor. This sweeping by the City of Midland is not intended to be a final cleaning preparation for the application of asphalt but is intended as an aid to the Contractor.

Prior to placing the seal coat, loose dirt and other objectionable material shall be removed from the existing surface by the Contractor. The surface will be cleaned with rotary brooms. Hand brooms will be used in areas not accessible to the rotary broom. The Engineer shall approve all streets before application of any asphalt.

C. Application of Bituminous Material

Paper shall be spread on the surface for a sufficient distance back form the end of each application so that flow through sprays may be started and stopped on the paper, and so that all sprays will operate properly over the entire length being treated.

No asphaltic material shall be applied when the total of air temperature plus pavement surface temperature is less than 120" F.

No equipment or vehicular traffic shall be allowed to cross over joint paper in place, except the distributor.

Immediately following the application of asphaltic material, the Contractor shall remove all joint paper and load same on a designated vehicle. At the end of each day, all paper shall be disposed of at the City Landfill.

Following all preparation outlined above, the Contractor shall immediately apply asphaltic materials at the specified rates and temperatures designated by the Engineer.

If the Contractor employs only one distributor in the seal operation, he shall be required to seal all designated filets and street stubs in the seal area before moving to another section of the City. If two distributors are used, one distributor will be employed only to seal filets and street stubs.

The use of a second distributor to seal filets and street stubs shall require the following additional equipment; one dump truck equipped with tailgate spreader, and one self-propelled pneumatic roller. All rolling shall be deferred until aggregate is dry.

D. Application of Aggregate

Aggregate shall be immediately and uniformly applied and spread by an approved self-propelled continuous-feed aggregate -8-
spreader, unless otherwise authorized by the Engineer. Aggregate shall be applied at the approximately rate directed by the Engineer.

Vehicles used to transport aggregate from stockpiled area to spreading machine shall be weighed and a weight ticket issued for each load. Weight tickets shall show truck identification No., tare weight of truck, gross weight, and net weight of aggregate. The weight ticket shall be delivered to the city's representative at the aggregate spreader.

E. Rolling

A minimum of three (3) rollers shall be employed by the Contractor. Rolling shall be controlled by the Engineer during the entire project. The speed of all rollers will be held to a maximum of 5 miles per hour during the rolling process. When surface moisture is present on aggregate, "Rolling shall be deferred until aggregate is dry.

F. Stockpiling

All aggregate stockpiles shall be placed on a paved surface or areas acceptable to the Engineer.

When dust from the aggregate creates a nuisance or when aggregate fails to adhere to the asphalt the Engineer may require the Contractor to "water down" the aggregate stock pile.

When, directed by the Engineer, or desired by the Contractor, aggregate stockpiles will be "watered down". When the "watered down" aggregate does not adhere to the asphalt properly the Engineer may direct that water for this purpose contain 5% EA10S emulsified asphalt and/or an approved wetting agent. The Engineer may direct the contractor to increase the amount of emulsified asphalt added to the water if, in his opinion, desired results are not being achieved. No separate payment shall be made for emulsified asphalt, water or wetting agent but the cost shall be considered as an incidental cost for furnishing satisfactory aggregate.

G. Cleanup

Clean up shall be maintained on a timely manner as the work progresses. All debris scattered on the sidewalks and driveways shall be swept up by the Contractor. Sweeping debris onto freshly sealed streets shall not be allowed.

City forces will remove excess aggregate from the street and gutters after the project is completed.

H. Maintenance

The Contractor will be required to maintain all sealed streets until final acceptance of the project by the Engineer. Maintenance shall consist of adding additional coverstone when required, rolling, pony blading, or drag brooming.

IV. MEASUREMENT

Asphaltic material shall be measured in gallons at the applied temperature at the point of application.

Aggregate shall be measured by the ton in vehicles as delivered to the aggregate spreader and applied on the street. Trucks will not be allowed to leave the construction area with a partial load. If it becomes necessary for a truck to leave the area because of mechanical failure or other reasons, a second weigh ticket for that truck will be required.

Rolling shall be measured by the hours of actual rolling for each roller.

V. PAYMENT

Payment shall be made as provided under "Measurement" at the unit price bid for "aggregate", "asphalt", and "rolling" and shall be full compensation for furnishing and incorporating the materials "Aggregate" and "Asphalt" (and additives where applicable) into a composite product; for delivering, stockpiling; for brooming, compaction, and rolling; for cleaning the existing surface; for cleaning excess bituminous material; cleaning gutters; for cleaning sidewalks and driveways; for cleaning stockpile sites; for all required maintenance; for pony blading; for drag brooming; for adding additional cover aggregate; for all labor, equipment, supervision, tools, overhead, profit, and any other incidentals necessary to complete the work required under the conditions of these plans and specifications to the satisfaction of the Engineer.

ASPHALT - RUBBER SEAL COAT

(Stress Absorbing Membrane)

1. SCOPE

This specification covers the material, equipment, and construction procedures for a Stress Absorbing Membrane (seal coat).

2. PREQUALIFICATION OF A NEW ASPHALT-RUBBER MATERIAL

Pre-qualification of a new asphalt-rubber material or applicator may be requested at any time. Pre-qualification will be based on three controlled field applications evaluated after three years' performance under traffic. New asphalt-rubber material that has been evaluated and pre-qualified by an agency recognized nationally may be pre-qualified by that agency upon disclosure of suitable evidence of successful performance. Notwithstanding other agency pre-qualification, the City reserves the right to withhold pre-qualification pending the performance evaluation of local controlled field applications.

3. MATERIALS

3.1 Asphalt

The grade of asphalt cement for the asphalt-rubber mixture shall be AC - 5 or AC - 10 which shall comply with the requirements of Item 300 "Asphalt, oils and emulsions" of Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges. The grade selected shall be based on laboratory testing by the asphalt-rubber supplier, to insure compatibility with the granulated reclaimed rubber.

If indicated necessary by laboratory testing, an approved anti-stripping additive may be added to the asphalt cement up to 1.0 percent by weight of asphalt.

3.2 Granulated Reclaimed Rubber

The granulated reclaimed rubber used shall be produced primarily from the processing of automobile and truck tires. The rubber shall be produced by ambient temperature grinding processes only.

The gradation of the granulated reclaimed rubber when tested in accordance with ASTM C-136 and using a 50 gram +/- 1 gram sample, shall meet the

following requirements:

Sieve Sizes	Percent Passing
#8	100
#10	95 - 100
#16	40 - 60
#30	0 - 10
#50	0 - 5

The use of rubber from multiple sources is acceptable provided that the overall blend of rubber meets the gradation requirements.

The individual granulated rubber particles, irrespective of diameter, shall not be greater in length than 3/16 inch (5mm).

The granulated rubber shall have a specific gravity of 1.15 +/- 0.05 and shall be free of loose fabric, wire and other contaminants except that up to 4 percent (by weight of rubber) calcium carbonate or talc may be added to prevent rubber particles from sticking together. The rubber shall be sufficiently dry so as to be free flowing and not produce a foaming problem when blended with the hot asphalt cement.

The granulated reclaimed rubber shall be accepted by certification from the rubber supplier.

3.3 **Diluent**

The diluent shall have the following properties:

Flash Point	130° F Minimum
Initial Boiling Point (ASTM D-86)	340° F Minimum
Dry Point (ASTM D-86)	390° - 415° F
Total Saturates	85% Minimum

3.4 **Asphalt - Rubber**

The asphalt-rubber supplier shall furnish to the engineer a minimum of 10 days before the beginning of membrane placement, the asphalt-rubber mix formulation which shall contain the following information:

Asphalt Cement
    Source of Asphalt Cement

Grade of Asphalt Cement
Percentage of Asphalt Cement by total weight of the asphalt-rubber mixture.

Granulated Reclaimed Rubber
Source of Granulated Rubber
Grade of Granulated Rubber
Percentage of Granulated Rubber by total weight of the asphalt-rubber mixture.

If granulated rubber from more than one source is utilized the above information will be required for each granulated rubber used.

Diluent
Source of Diluent
Grade of Diluent
Percentage of Diluent allowable by volume of the asphalt-rubber mixture.

3.5 Cover Aggregate

Aggregate shall be composed of a clean and durable crushed rock, crushed gravel or crushed slag conforming to Item 304 "Aggregate for Surface Treatments (pre-coated)" of Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges, grade No. 3 or No. 4.

Proposed aggregate samples shall be submitted to the asphalt-rubber supplier a minimum of 21 days prior to application, to test for aggregate stripping characteristics. The results shall be submitted to the engineer. Anti-strip will be included as a contingency bid item.

4. EQUIPMENT

4.1 General

The equipment used by the contractor shall include a self propelled rotary power broom or mobile pickup broom for pavement cleaning and excess cover material removal.

4.2 Asphalt-Rubber Equipment

All equipment utilized in the production and application of the asphalt-rubber shall be so designed and accessible that the Engineer can readily determine

the percentage by weight for each material being incorporated into the mixture and shall be as described as follows:

4.2.1 An asphalt heating tank with a hot oil heat transfer system or retort heating system capable of heating asphalt cement to the necessary temperature for blending with the granulated rubber. This unit shall be capable of heating a minimum of 3,000 gallons of asphalt cement.

4.2.2 An asphalt-rubber mechanical blender with a two stage continuous mixing process capable of producing a homogenous mixture of asphalt cement and granulated rubber, at the mix design specified ratios, as directed by the engineer. This unit shall be equipped with a granulated rubber feed system capable of supplying the asphalt cement feed system, as not to interrupt the continuity of the blending process. A separate asphalt cement feed pump and finished product pump are required. This unit shall have both an asphalt cement totaling meter in gallons and a flow rate meter in gallons per minute.

4.2.3 A truck mounted self powered distributor truck equipped with a retort heating unit, and an internal mixing device capable of maintaining a uniform mixture of asphalt cement and granulated rubber. It shall be equipped with a full circulating spreader bar and a pumping system capable of applying asphalt-rubber material within +/- .05 gallons per square yard tolerance of the specified application rate and must give a uniform covering of the surface to be treated. The distributor shall have a boot board on the rear of the vehicle and a bootman shall accompany the distributor. The bootman shall ride in a position so that all spray bar tips are in full view and readily accessible for unplugging if a plugged tip should occur. The distributor shall also include a tachometer, pressure gauge, volume measuring device and a thermometer.

4.3 Cover Material Spreader

The cover material (chip) spreader shall be a self-propelled machine with an aggregate receiving hopper in the rear, belt conveyors to carry the aggregate to the front, and a spreading hopper equipped with a full-width distribution auger and spread roll. The spreader shall be in good mechanical condition and be capable of applying the cover material uniformly across the spread at the specified rate.

4.4 Rolling Equipment

A minimum of three operational self-propelled pneumatic-tired rollers shall be used for the required rolling of the cover material. The pneumatic tired rollers shall carry a minimum loading of 3,000 pounds on each wheel and a

minimum air pressure of 100 pounds per square inch in each tire.

4.5 Hauling Equipment

Trucks for hauling cover material shall be tailgate discharge and shall be equipped with a device to lock onto the hitch at the rear of the cover material spreader. Haul trucks shall also be compatible with the cover aggregate spreader so that the dump bed will not push down on the spreader when fully raised or have too short a bed which results in aggregate spillage while dumping into the receiving hopper.

5. CONSTRUCTION

5.1 General

Streets to receive the asphalt-rubber stress absorbing membrane or seal coat shall be prepared in accord with Section 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal Coat" of these specifications.

Immediately prior to the application of the asphalt-rubber membrane, the surface shall be thoroughly cleaned in order to insure adequate adhesion of the asphalt-rubber to the pavement.

Due to the handling characteristics of asphalt-rubber, when radii and other irregular areas are to be sealed it is recommended that this be done with an RS or CRS chip seal emulsion or paving grade asphalt cement.

5.2 Asphalt-Rubber Mixing and Reaction

The percentage of granulated rubber shall be 23 percent plus or minus 3 percent by weight of total asphalt-rubber mixture, the exact granulated rubber content shall be as determined by the mix design submitted by the asphalt-rubber supplier. During membrane placement the granulated rubber percentage shall not fluctuate more than 1 percent by weight of total asphalt-rubber mixture.

The temperature of the asphalt cement shall be between 350° and 400° F at the addition of the granulated rubber. The asphalt and rubber shall be combined and mixed together in the asphalt-rubber blending unit and reacted in the distributor for a period of time as required by the engineer which shall be based on laboratory testing by the asphalt-rubber supplier. The temperature of the asphalt-rubber mixture shall be above 350° F during the reaction period.

After the reaction between asphalt cement and granulated rubber has occurred, the viscosity of the hot asphalt-rubber-mixture may be adjusted for spraying and/or better "wetting" of the cover material by the addition of a diluent. The diluent shall comply with the requirements of Section 3.3 and shall not exceed 7.5 percent by volume of the hot asphalt-rubber mixture.

When a job delay occurs after full reaction, the asphalt-rubber may be allowed to cool. The asphalt-rubber shall be reheated slowly just prior to application but not to a temperature exceeding 350° F. An additional quantity of diluent not exceeding 3 percent by volume of the hot asphalt-rubber mixture may be added after reheating.

5.3 Application of Asphalt-Rubber Material

Placement of the asphalt-rubber membrane shall be made only under the following conditions.

1. The pavement surface temperature shall be 45° F and rising.

2. The pavement surface is clean and absolutely dry.

3. The wind conditions are not excessive.

4. All construction equipment such as asphalt-rubber distributor, cover material spreader, haul trucks with cover material, and rollers are in position and ready to commence membrane placement operations.

5. Rain is not imminent.

The asphalt-rubber mixture shall be applied at a temperature of 300° to 350° F at a rate of between .55 and .65 gallons per square yard. Transverse joints shall be constructed by placing building paper across and over the end of the previous asphalt-rubber application. Once the spraying has progressed beyond the paper, the paper shall be removed immediately and disposed of as directed by the engineer. All longitudinal joints shall not exceed a four inch overlap.

5.4 Application of Cover Material

Cover material shall be applied immediately to the asphalt-rubber after spreading at a rate of 25 to 35 pounds per square yard.
At the time of application to the asphalt-rubber, cover material shall be

surface dry so as to gain proper adhesion to the asphalt-rubber material.

5.5 Rolling

At least three operational pneumatic-tired rollers complying with the requirements of Section 4.4 shall be provided to accomplish the required embedment of the cover material. At some project locations or where production rates dictate, fewer rollers may be utilized as directed by the engineer. At no time shall there be less than two operational pneumatic tired rollers on a project.

Sufficient rollers shall be used for the initial rolling to cover the width of the aggregate spread with one pass. The first pass shall be made immediately behind the cover material spreader, and if the spreading is stopped for an extended period, the cover material spreader shall be moved ahead or off the site so that all cover material may be immediately rolled. Four complete passes with rollers shall be made with all rolling completed within one hour after the application of the cover material.

5.6 Traffic Control

Except when it is necessary that hauling equipment must travel on the newly applied membrane, traffic of all types must be kept off the membrane until it has had time to set properly. The speed of all hauling equipment shall not exceed 15 miles per hour when traveling over a membrane which is not adequately set. The minimum traffic free period shall not be less than one hour.

5.7 Removing Loose Cover Material

Sweeping can begin a minimum of one hour after membrane placement.

5.8 Method of Measurement and Basis of Payment

5.8.1 Asphalt-Rubber

a) Measurement will be made of the actual number of gallons of Asphalt-Rubber including asphalt placed in accord with these specifications.

b) Payment will be made at the price bid per gallon of Asphalt-Rubber in the bid proposal and will be full compensation for furnishing all asphalt, rubber, extender and for all labor,

equipment and incidentals for placing the asphalt-rubber on the Street surface.

5.8.2 **Cover Aggregate**

a) Measurement will be made of the actual number of tons of pre-coated aggregate placed in accord with these specifications.

b) Payment will be made at the price bid per ton of pre-coated aggregate in the bid proposal and shall be full compensation for furnishing all pre-coated aggregate and for all labor and equipment including rollers and rolling for the complete surface in place.

5.8.3 **Rolling**

a) No measurement will be made of rolling but rolling shall be considered as incidental to placing of the cover aggregate.

b) No separate payment will be made for rolling. The cost of rolling shall be included in the price per ton of cover aggregate in the bid proposal.

5.8.4 **Anti strip agent**

a) Anti stripping agent, when used, shall be measured by the gallon.

b) Payment for anti stripping agent shall be made at the price per gallon of anti stripping agent bid in the bid proposal.

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POLYMER MODIFIED SLURRY SEAL (MICRO-SURFACE)

I. SCOPE

This specification covers the design, application, testing, quality control and measurement and payment for a complete in place "polymer modified micro surface" constructed on existing paved surfaces cleaned and prepared in accordance with the item 2-C-1 "PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL".

2. DESCRIPTION

This specification covers all materials, equipment, construction and application procedures for rut filling and/or surfacing of existing paved surfaces. The micro-surfacing shall be a mixture of cationic polymer modified asphalt emulsion, mineral aggregate, mineral filler, water and other additives, properly proportioned, mixed and spread on the paved surface in accordance with this guideline and as directed by the Engineer.

3. MATERIALS

3.1 Emulsified Asphalt

(1.) The emulsified asphalt shall be a cationic emulsified type, designated as CSS-1P and shall comply with the following requirements.

	Min.	Max.
Viscosity, Saybolt Furol, 25 C (77 F), Sec.	**20**	**100**
Storage Stability test, one day, percent	**-**	**1**
Particle charge test		**Positive**
Sieve test, percent	**-**	**0.1**
Distillation:		**-** -
Oil distillate, by volume of emulsion, %	**-**	**0.5**
Residue, %		**62** -
Test on Residue from Distillation:		
Penetration, 77 F, 100 g, 5 seconds	**55**	**90**
Ductility, 77 F, 5 cm/min, cm	**70**	**-**
Solubility in trichloroethylene , %	**97**	**-**
Softening Point, R. & B., F	**135**	**-**
Viscosity, absolute 60 C (140 F), Poise		**8000** -

This standard distillation procedure shall be modified as follows: The temperature on the lower thermometer shall be brought slowly to 350 degrees plus or minus 10 degrees F and maintained at this point for 20 minutes. Complete the total distillation in 60 plus or minus 5 minutes from the first application of heat.

(2). The emulsion shall be modified with an approved Polymer. The distillation residue of the modified emulsion shall contain a minimum of three percent (3%) polymer solids by weight. The modified emulsion shall pass all applicable storage and settlement tests. The polymer material shall be milled into the emulsion or blended into the asphalt cement prior to the emulsification process. The cement-mixing test shall be waived for this emulsion.

(3). The polymer modified emulsified asphalt shall be so formulated that when the paving mixture is applied with the relative humidity at not more than 50% and the ambient temperature at least 75° F, the paving mixture will sufficiently cure so that uniformly moving traffic can be allowed in approximately one hour. Locations such as driveways, Intersections and where sharp turning may take place or where vehicles may accelerate sharply, additional curing time may be required.

(4). The contractor shall notify the Engineer of the source of his asphaltic material prior to the design or production of the surfacing mixture and this source shall not be changed during the course of the project, except on written permission by the Engineer.

3.2 Mineral Aggregate

(1) Description. One Hundred percent (100%) of the mineral aggregate shall be crushed and shall be composed of clean, tough and durable particles of traprock, granite, sandstone or other approved aggregates. A sand equivalent of 65 or higher is required. The aggregate shall have a weight loss of not more than 12% when sodium sulfate is used or 18% when magnesium sulfate is used in accordance with Test Method Tex-411-A, using 5 cycles. The aggregate shall be one that has proven resistant to polishing in roadway surfacing.

(2.) Grades. When tested by Test Method Tex-200-F, Part I, the gradation requirements shall be as follows:

Grade 1 (Fine Graded Surface Course)	Percent Aggregate By Weight
Passing 3/8" sieve	100
Passing No. 4 sieve	98-100
Passing No. 8 sieve	75 -90
Passing No. 16 sieve	50- 75
Passing No. 30 sieve	30- 50
Passing No. 50 sieve	18- 35
Passing No. 200 sieve	5 -15

Grade 2 (Coarse Graded Surface Course)	Percent Aggregate By Weight
Passing 1/2" sieve	100
Passing 3/8" sieve	99-100
Passing No.4 sieve	86- 94
Passing No. 8 sieve	45- 65
Passing No. 16 sieve	25- 46
Passing No. 30 sieve	15 - 35
Passing No. 50 sieve	10 - 25
Passing No. 200 sieve	5- 15

(3.) Mineral Filler. Mineral filler shall be non-air entrained Portland cement that is free of lumps or foreign matter.

3.3 Water

The water shall be portable and shall be free of harmful soluble salts.

3.4 Other Additives

Additives supplied by the emulsion manufacturer may be added to the emulsion mix or to any of the component materials to provide control of the set time in the field.

4. LABORATORY EVALUATION

4.l General

Before work commences, the contractor shall submit a signed mix design covering the specific materials to be used on the project. This design shall be performed by the contractors or suppliers laboratory or by a qualified laboratory chosen by the owner. Once the materials are approved, no substitution will be permitted, unless first tested and approved by the laboratory preparing the mix design. The cost of mix design shall be born by the contractor.

4.2 Designing Job Mix

The qualified laboratory shall develop the job mix design and present certified test results for the contractor approval. Compatibility of the aggregate and modified CSS-1P shall be verified by the mix design. The mix design must be made using samples taken from the actual materials proposed for use in the project and in accordance with the procedures and requirements of Article 5.1 below.

5. PAVING MIXTURE

5.1 Mixture Design.

The mix shall be designed in accordance with Texas State Highway Department Bulletin C-14 and Test Method Tex-204-F, using Test Method Tex-227-F to supplement Test Method Tex-201-F and Tex-202-F to conform to the requirements herein. The above laboratory mixing and curing procedures may be modified as approved by the Engineer. The emulsified asphalt content will be selected by the Engineer to provide an optimum laboratory compacted density within the range of 94 to 97%. A minimum Hveem stability of 35 is required for placements exceeding a depth of twice the maximum aggregate size.

This is a mix design requirement, to be verified by testing of trial batch material prior to placement of project material. Hveem Stability testing will be performed by the selected laboratory. The Engineer will determine the frequency of job control density and stability testing. The Contractor shall furnish the mix design for the type of mixture specified together with applicable design worksheets and data. The Bulk Specified Gravity will be determined for each aggregate to be used in the design mixture. If the determined values vary by 0.300 or more, the mixture design will be by the Volumetric Method, Test Method Tex-204-F, Part II. To substantiate the design, trial mixtures will be produced and tested using all of the proposed project materials and equipment prior to any placement. The Engineer may waive trial mixtures if the same design has been proven to be in conformance with these requirements.

5.2 Composition of Mixture.

The Engineer shall approve the design mix and all micro-surfacing materials and methods prior to use and shall designate the proportions to be used within the following limits.

Residual Asphalt	**6 to 9 percent by weight of dry aggregate or 13.5 to 23 percent by volume of the aggregate**
Mineral Filler	**0.5% to 3.0% by dry weight of aggregate**
Modifier	**As required to provide the specified properties**
Water	**As required to provide proper consistency**

5.3 Type

The paving mixture shall consist of a uniform mixture of coarse aggregate, fine aggregate and asphaltic material. The mix may also contain mineral filler and/or additives when required.

The mixture shall be designed so that the mineral aggregate will produce a gradation, which conforms to the limitations for the master grading for the type specified herein. The gradation will be determined in accordance with Test Method Tex-200-F (Dry Sieve Analysis) and shall be based upon aggregate only. The amount of asphaltic material shall conform to the limitation for the type specified.

The aggregate grade shall be as shown on the plans. If no grade is shown on the plan grade 2 aggregate shall be used.

5.4 Tolerances

The aggregate portion of the paving mixture produced shall not vary from the design gradation by more than the tolerances that follow. The material passing the No. 200 sieve is further restricted to conform to the limitations for the master grading for the type specified. The asphaltic material portion of the paving mixture shall not vary from the design amount by more than the allowed tolerance and is also restricted to conform to the master limits. The method of test for determining the aggregate gradation and asphalt content of the mixture shall be Test Method Tex-210-F or other methods of proven accuracy.

	Percent by Weight or Volume as Applicable
Passing 3/8" sieve, retained on No. 4 sieve	**Plus or minus 5**

Passing No. 4 sieve, retained on No. 8 sieve	**Plus or minus 5**
Total retained on No. 8 sieve	**Plus or minus 5**
Passing No. 8 sieve, retained on No. 16 sieve	**Plus or minus 3**
Passing No. 16 sieve, retained on No. 30 sieve	**Plus or minus 3**
Passing No. 30 sieve, retained on No. 50 sieve	**Plus or minus 3**
Passing No. 50 sieve, retained on No. 200 sieve	**Plus or minus 3**
Passing No. 200 sieve	**Plus or minus 2**

Asphaltic Material Plus or minus 0.5 by wt. or l.2 by vol.

6. EQUIPMENT

6.1 General.

All equipment for the handling of all materials and mixing and placing of the mixture shall be maintained in good repair and operating condition and subject to the approval of the Engineer. Any equipment found to be defective and potentially affecting the quality of the paving mixture will be replaced or, at the option of the Contractor, satisfactorily repaired. It will be the contractor responsibility to prove to the Engineer that the repaired equipment is properly functional.

6.2 Mixing and Proportioning Equipment.

(1.) The material shall be mixed by a self-propelled micro-surfacing mixing machine which shall be a continuous flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, field control additive and water to a revolving multi-blade twin shafted mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, field control additive and water to maintain an adequate supply to the proportioning controls. The machine shall be equipped with self-loading devices, which provide for the loading of all materials while continuing to lay micro surfacing.

The machine shall be equipped with opposite side driving stations to optimize longitudinal alignment. The machine shall be equipped to allow the mix operator to have full hydrostatic control of the forward and reverse speed during application of the micro-surfacing material.

The self-loading devices, opposite side driving stations and forward and reverse speed controls shall be original equipment manufacturer design.

(2). Individual volume or weight controls for proportioning each material to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked.

(3) The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time.

(4) The emulsion pump shall be a positive displacement type and shall be equipped with a revolution counter or similar device so that the amount of emulsion used may be determined at any time.

(5.) The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box.

(6.) The mixing machine shall be equipped with an approved fines feeder that shall provide a uniform, positive, accurately metered, predetermined amount of the specified mineral filler.

6.3 Spreading Equipment.

The paving mixture shall be spread uniformly by means of a mechanical type spreader box attached to the mixer, equipped with paddles, screws or augers to agitate and spread the materials throughout the box. A front seal shall be provided to insure no loss of the mixture at the road contact surface. The rear seal shall act as a final strike off and shall be adjustable and shall break in the middle so that the screed can be adjusted to fit the crown of the street including inverted crowns. The rear seal carrier shall be capable of being fitted with a rubber seal or a steel strike off bar.

The spreading equipment shall be readily adjustable in width so that laying widths can be changed without undue delay before starting each pass if necessary.

The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The seam where two spreads join, shall be neat appearing and uniform.

7. STOCKPILING AND STORAGE.

7.1 Aggregate Storage.

If the mineral aggregates are stored or stockpiled, they shall be handled in such a manner as to prevent segregation, mixing of the various materials or sizes, and contamination with foreign materials. The grading of aggregates proposed for use and as supplied to the mixing plant shall be uniform. Suitable equipment of acceptable size shall be furnished by the Contractor to work the stockpiles and prevent segregation of the aggregates. The mineral aggregate shall be screened and weighed at the contractor stockpile prior to job site delivery. The Engineer shall approve screens and scales.

7.2 Storage and Heating of Asphaltic Materials.

The asphaltic material storage shall be ample to meet the requirements of the plant. Asphalt shall not be heated to a temperature in excess of that specified
in the Item "Asphalt's, Oils and Emulsions" Texas Highway Department 1982 Standard Specifications. All equipment used in the storage and handling of asphaltic material shall be kept in a clean condition at all times and shall be operated in such manner that there will be no contamination with foreign matter.

8. CONSTRUCTION METHODS

8.1 General

It shall be the responsibility of the Contractor to produce, transport, and place the specified paving mixture in accordance with these specifications and as approved by the Engineer.

8.2 Street Preparation

Prior to starting the micro-surfacing operation, streets designated to be surfaced shall be prepared in accordance with item 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal".

8.3 Weather Limitations.

The material shall be spread only when the atmospheric temperature is at least fifty (50 degrees) F and rising and the weather is not foggy or rainy. No material will be placed when the surface on which it is to be placed is below 50° F.

8.4 Final Surface Preparation

Immediately before placing the micro-surface, the area to be sealed shall be thoroughly cleaned of all vegetation, loose aggregate and soil, and moistened. Water for prewetting the surface shall be applied immediately ahead of the spreader box by use of a pressure spray bar equipped with nozzles that produce a fine mist. The rate of application of water shall be sufficient to dampen the entire surface without any free flowing water ahead of the spreader box. The rate of the mist spray shall be adjusted from time to time during the placing operation to accommodate changes in temperature, surface texture, humidity and dryness of the pavement surface.

8.5 Placing the Mix

(1). The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of aggregate and asphalt on the surface. The finished surface shall be neat in appearance without drag marks, excessive buildup or other detracting irregularities.

(2). The speed of operation of the surfacing equipment shall be controlled by the mixer operator at forward speeds between 85 and 225 feet per minute depending on conditions and appearance of the newly placed surface.

If transverse rippling occurs the speed of the equipment shall be reduced until the ripples disappear.

(3). The Engineer shall designate either rubber seal/screed or the steel strike off screed according to the Project requirements.

(4). The depth of mixture in the spreader box shall be carefully controlled to prevent transverse ridging and premature setup of material in the corners of the box and ahead of the screed. In general the depth of mixture in the box should be approximately to the mid point of the auger-agitator.

(5). Auxiliary equipment shall be kept in good working order and free of leaks. Any truck or transport used to bring materials on to the street being surfaced that develops leaks either of the material being transported or fuel and/or oil leaks will be removed from the job site and not allowed to return until it has been thoroughly repaired.

Scales and screens used at the contractors stockpile and storage site shall be kept in good working order.

(6). Spills of surfacing materials or fuel, oil or other detrimental substances on the street ahead of the surfacing operation shall be thoroughly removed before the surface is placed. This may required the operation to be shut down until the street has been cleaned.

(7). No excessive streaks shall be left in the finished surface. When such excessive streaking occurs, the operation shall be immediately stopped and corrective action is taken before resuming the operation.

8.6 Joints

(1). Longitudinal joints shall be placed on lane lines. On residential streets an eight-foot parking lane will be assumed with the centerline being the other lane line.

(2). All longitudinal and transverse joints shall be straight and neat in appearance without excessive build up or bare spots. Any irregularity shall be corrected immediately before the material has started to set up.

(3). The overlap at longitudinal joints shall not exceed 4 inches. When the overlapped pass is only partially set care shall be exercised to avoid skid marks. Any skid marks that occur shall be immediately corrected by removing any partially set material that has been displaced and placing fresh mix in the mark and shaping by use of Lutes, squeegees, hand drags, etc.

Overlapping of longitudinal joints shall not leave a visible build up. Any buildup shall be immediately removed by use of lutes, squeegees, hand drags, shovels or other approved means.

8.7 Mix Stability

The modified mixture shall posses sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading; it shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

8.8 Hand Work

Areas that cannot be reached with the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. The area to be hand-worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from handwork. The same type finish as applied by the spreader box shall be required. Handwork shall be completed during the machine applying process.

8.9 Lines

Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance.

8.10 Work Force

The contractor shall maintain a work force of adequate size to accomplish the work as specified herein, including the loading and transporting of materials to the job site, the placing of the micro surface, the monitoring of joints and surface and the correction of any deficiencies that occur.

If, at any time, the Engineer or his representative determines that the work force is not adequate to perform all the tasks required for the proper completion of the micro surfacing, work on the project will be halted until adequate personnel are provided and/or modifications in procedure are implemented that will assure proper placement of the surfacing material.

8.11 Scratch or Level up course

A scratch or level up course will be required on certain streets as shown on the plans and/or as directed by the Engineer. This course shall be the same material as the polymer modified surface course and will be placed in the same manner except the spreader shall be equipped with a steel strike off screed. This screed shall be set to run as close to the pavement surface as practical.

The appearance of this course is not as critical as the final surface so long as any marks or blemishes that occur are not of such magnitude that they will affect the appearance of the final course.

8.12 Correction of Deficiencies and Blemishes

After the laydown work is completed and before final acceptance by the

Engineer, spot application of micro- surfacing material may be required to correct any deficiencies such as streaks, scuff marks, tire tracks, gaps, etc. to improve the ride quality and overall appearance. The spot application shall be performed with a full width spreader box when required.

9. QUALITY CONTROL

9.1 Materials

The contractor will permit the Engineer and/or the Independent laboratory to take samples of the aggregate and asphalt emulsion used in the project at the Engineers discretion. Gradation and sand equivalent tests may be run on the aggregate and residual asphalt content tests on the emulsion. Test results will be compared to specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet the specifications.

9.2 Polymer Modified Micro-Surfacing

Samples of the material may be taken directly from the mixing unit(s). Consistency and residual asphalt content tests may be made on the samples and compared to the specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet specifications.
The Engineer may use the recorders and measuring facilities of the unit to determine application rates, asphalt emulsion content, mineral filler and additive.

9.3 Non-Compliance

If any two successive tests fail on the stockpile material, the job shall be stopped. It is the responsibility of the contractor, at his own expense, to prove to the Engineer that the conditions have been corrected. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his own expense, to prove to the Engineer that the problems have been corrected and that the
machine is working properly.

10. CLEAN UP

10.1 Protecting and Cleaning Manholes and Valves

Prior to beginning the sealing operation the contractor shall locate all manhole covers and valve boxes in the area to be sealed. Placing one or

more layers of heavy craft paper or other suitable material over them shall protect manhole covers and valve boxes. The protective covering shall be secured in place so that it does not move or tear during the sealing operation. The contractor shall remove the protective covering and any seal material placed over manhole covers and valve boxes as soon as the seal has set sufficiently to prevent damage to the adjoining seal in the process. The edges around manhole covers and valve boxes shall be neat and smooth and shall conform to the shape and size of the manhole cover or valve box.

10.2 Streets

Clean up along streets shall be accomplished as the work progresses and any excess material that is raked onto or otherwise placed on adjoining concrete curb and gutter, valley gutters or fillet areas or on adjacent asphalt or concrete paving shall be removed before it breaks or sets up.

Before a section of street is opened to traffic all clean up work shall be completed on that section.

11. MEASUREMENT AND PAYMENT

11.1 General

Payment will be made for these items listed in the bid proposal only. All work, materials, labor and appurtenance required to complete the project as shown on the plans or called for in the specifications but not listed in the bid proposal shall be considered as incidental and no separate payment will be made. The cost of these incidentals must be included in the price bid for the various items listed in the bid proposal.

11.2 Measurements

(1). Measurement will be made of the actual number of tons of each type or grade of the Composite Polymer Modified Slurry Seal (Micro-Surface) complete in place. For this specification a ton is considered 2000 lbs. and the composite slurry seal mixture is defined as the asphalt,
aggregate and additives.

All materials shall be weighed on certified public scales or the contractor shall place a set of standard truck scales at a site approved by the Engineer. Scales shall conform to the requirements of the item "Weighing and measuring equipment" Texas Highway Department 1982 Standard Specifications.

(2). Aggregate - The quantity of aggregate used in the accepted portions of the work shall be measured by net ticket weight of each individual load of
aggregate shipped to the project from the approved job site scale.

The weight of mineral additive used shall be calculated and included in the total aggregate weight.

(3). Polymer Modified Asphalt Emulsion. The quantity of polymer modified asphalt emulsion in the accepted portion of the work shall be measured by tons of material based on the accepted load tickets issued from the manufacturer. At the completion of the project any unused emulsion shall be weighed back and that quantity deducted from the accepted asphalt emulsion quantity delivered.

11.3 Payment

Payment will be made for the number of tons of micro surface measured at the applicable unit price bid per ton of micro surface in the bid proposal. This payment shall be full and complete compensation for the complete in place micro surface.

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P.V.C. PIPE CASINGS

1. SCOPE

   This item consists of furnishing and installing PVC pipe for casing for future water and electric lines at locations shown on the plans or as directed by the Engineer.

2. MATERIAL

   Pipe shall be ASTM D 1785 schedule 40 PVC pipe or ASTM D 2241 PVC SDR 32.5 pressure pipe. The ASTM designation and schedule or SDR shall be clearly marked on the outside of the pipe.

3. CONSTRUCTION

   Pipe shall be laid in straight alignment and grade in trenches as narrow as the diameter of the pipe can be laid. Pipe shall be placed after the sub grade is prepared but before base material is placed. Bedding under the pipe shall be a minimum of 2 inches in thickness and shall be carefully graded and leveled before pipe is placed. Joints shall be water tight. They may be solvent cement welded using approved materials, or may be made using a gasketed collars or push on gasketed bell and spigot. When collars are used care shall be exercised to assure that the collar is centered over the joint. All joints shall be made in accord with the manufacturer's recommendations. After pipe has been joined and inspected the pipe shall be encased in bedding/encasement material to a thickness of 3 inches above the pipe. Care shall be exercised to be sure the encasement material is worked in under the haunches of the pipe and compacted along the side of the pipe to assure adequate lateral support. The balance of the trench shall be back filled using cement stabilized backfill consisting of 2 sacks of Portland cement to 1 cubic yard of blow sand or crushed caliche mixed with sufficient water to form a stiff place able mixture that can be consolidated in the trench by rodding or vibrating. The back fill shall be "struck off" at the finished sub grade level using square point shovels or suitable screeds. The ends of the pipe shall be tightly plugged to prevent the entrance of water debris or other foreign material. These plugs shall be PVC or rubber stoppers designed to endure until the water lines and/ or electric lines are places.

4. MEASUREMENT AND PAYMENT

   Casing pipe shall be measured by the linear foot along the center of the pipe and shall be paid for at the unit price in the bid proposal.

WATER LINE SPECIFICATIONS

1. SCOPE OF WORK

The work covered by this section consists of all water pipe lines and piping, including valves, valve boxes, tapping sleeves, fire hydrants and other accessories, required to complete the project. The contractor shall furnish all materials, labor, superintendence, tools, equipment and incidentals necessary for the complete construction of this work in accordance with the drawings and these specifications.

2. PIPE AND MATERIAL

2.1 General

Pipe shall be polyvinyl chloride (PVC) AWWA C900, ductile iron AWWA C-151 or steel cylinder concrete pipe AWWA C-303.

2.2 Polyvinyl Chloride (PVC) Pipe

A. PVC pipe furnished for use on this project shall conform to the requirements of AWWA C900 Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. through 12 in., for water distribution pressure class 150, DR18. and shall be NSF approved for potable water supply.

B. The pipe furnished shall have an integral bell designed for joint assembly using elastomeric seals.

C. Markings for the pipe shall include all the requirements of AWWA C900 and the MSF approval stamp.

D. Elastomeric seals shall be furnished by the pipe manufacturer. Seals shall be manufactured to conform with the requirements of ASTM F4 77 and shall be specifically designed for use with the pipe furnished.

E. Lubricants intended for use with PVC pipe and seals (gaskets) shall be compatible with both PVC and the seal material. Lubricant shall not support growth of bacteria and shall not adversely affect the potable quality of the water that is to be transported.

F. Pipe laying lengths shall be 20'.

G. Service taps on PVC water lines shall be made using hinged type or double strap type saddles. Tapping saddles shall support the full circumference of the pipe and shall have a bearing area of sufficient width along the axis of the pipe to prevent distortion of the pipe when saddle is tightened.

No direct taps into the wall of PVC pipe will be permitted.

Seals for tapping saddles shall be recessed into the body of the saddle and shall be

a rubber - compound conforming to the requirements of ASTM F477.

Tapping saddles shall be SMITH-BLAIR Taper Seal Style 313 or DMD Dresser style 194 or approved equal.

H. Tapped connections for water mains and fire lines made on PVC water mains shall be accomplished using full bodied ductile iron tapping sleeves of a pressure rating equal to or greater than the pressure rating of the pipe specified.

I. Bedding for AWWA C900 PVC water pipe shall extend from a minimum depth of 4 inches below the outside of the water line to a minimum cover of 6 inches over the top outside of the water line.

J. AWWA C900 PVC water pipe shall be installed in accord with the applicable requirements for installing ductile iron pipe.

Care shall be taken to install each joint of PVC water pipe to, but not beyond the factory insertion mark on the pipe.

When a joint of PVC water pipe must be cut, the end of the pipe shall be carefully beveled to match the factory bevel on the uncut pipe. An insertion mark matching the factory insertion mark on the uncut pipe must be made before the pipe is inserted into the bell.

When PVC water pipe is to be inserted into a ductile iron fitting or valve, the factory bevel must be removed to form a square plain end pipe.

2.2 (a) Metallic Marking Tape (For PVC Water Pipe)

2.2(a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.2 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted blue on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED WATER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Warning Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.2(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.2(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.3 Ductile Iron Pipe

A. All ductile iron pipe used in the construction of water works improvements shall be Cement Lined and shall be manufactured in accordance with and shall meet the requirements of AWWA Specification C-l5l.

B. Pipe shall be cast in lengths of not less than l2 feet and shall be designed for a working pressure of l50 pounds per square inch. Thickness of ductile iron pipe shall be as shown on the plans and bid proposal or shall be computed in accordance with AWWA Specification C-l50, based on l50 pounds per square inch working pressure for 10 feet of cover and laying condition 2.

C. All ductile iron pipe shall have an exterior, bituminous coating and an inside cement-mortar lining in accordance with the requirements of AWWA Specification C-l04.

2.4 Polyethylene Plastic Tubing

Service lines shall be constructed with polyethylene plastic tubing as specified in ASTM D 2737 with a rating of l60 psi.

2.5 Ductile Iron Pipe Fittings

All fittings for ductile iron pipe and PVC pipe shall be ductile iron and shall be mechanical joint all connections except tees for fire hydrant leads unless shown otherwise on the plans. Tees for connecting fire hydrant leads shall be MJ- with a flange outlet.

All ductile iron fittings shall conform to AWWA Specification C-110, designed for a working pressure of 250 psi. All ductile iron fittings shall have an external coating and shall be cement lined in accordance with the specifications for coating and lining the pipe.

2.6 Pretensioned Concrete Cylinder Pipe

A. The contractor shall furnish and install all concrete cylinder pipe and fittings, including connections and appurtenances complete as shown on the plans and specified herein.

B. The contractor shall submit six (6) sets of full and complete shop drawings on the concrete cylinder pipe and fittings. All of the drawings and data shall be complete and shall include a complete description of the pipe offered, including cuts, tabulated layout and all pertinent engineering data required for a complete evaluation of the submittal. Submittal data shall be in such form and so presented that the Engineer may readily review the data.

C. Prior to delivery of the pipe to the project site, the manufacturer shall furnish an affidavit certifying that all pipe, fittings, and specials, and other products and materials furnished, comply with the applicable provisions of this specification.

D. The pipe manufacturer shall furnish a factory trained, job experienced field representative who shall visit the project periodically during the course of installation. He shall also be subject to call by the contractor and/or engineer to advise and assist with the solution of field problems.

During visits, the representative shall observe all phases of the project including location and condition of pipe strung ahead of the contractor, trench width, if applicable, bedding and backfill, assembly of pipe joints and protection of steel. If, in the opinion of the representative any phase of the installation is unsatisfactory, he shall so advise the contractor's superintendent and also advise the owner or engineer's representative on the job site.

E. All closure sections shall be the jack on type and "field welding" will not be permitted without the written permission of the engineer.

F. Pipe manufacturer will install all necessary taps for the contractor to disinfect and field hydrostatic test the pipe.

G. Pretensioned concrete cylinder pipe, fittings and specials shall be designed, fabricated and tested in accordance with the latest requirements of AWWA C-303, "Reinforced Concrete Pressure Pipe Steel Cylinder Type, Pretensioned, for Water and Other Liquids" with additional requirements or modifications as described herein.

H. Pretensioned concrete cylinder pressure pipe shall be designed for l50 psi, working pressure and manufactured in 32 foot nominal lengths in accordance with the provisions of AWWA Standard C-303.

I. Inspection and Testing

(1) The owner reserves the option to have an independent testing laboratory, at the owner's expense, inspect pipe and fittings at the pipe manufacturer's plant to ensure compliance with the applicable specifications. The owner's testing laboratory and Engineer shall have free access to those parts of the manufacturer's plant that are necessary to ensure compliance with the governing standard. The pipe manufacturer shall notify the owner, in writing, at least two weeks ahead of pipe fabrication as to start of fabrication and fabricating schedule so that the owner can advise the manufacturer as to owners' decision regarding tests to be performed by an independent testing laboratory. In event the owner elects to retain an independent testing laboratory to make material tests and weld test, it is the intent that the tests be limited to one spot testing of each category unless the tests do not show compliance with the standard. If these tests do not show compliance, the owner reserves the right to have the laboratory make additional tests and observations to ensure compliance of the finished product with the standard.

(2) In any event, the manufacturer shall perform the tests described in AWWA C 303, and furnish the owner with a copy of the test reports, if requested, at the expense of the pipe manufacturer. The pipe manufacturer shall furnish the owner with affidavit of compliance as outlined in the standard.

(3) All welds for water tightness in special pipe and fittings that have not been hydrostatically tested may be examined by use of visible dye penetrant system meeting requirement of ASTM El65; however, collar reinforcement and all other lap welds shall be tested by introducing air under l0 psi pressure between the collar and cylinder and checking for leaks around and through the welds with soap solution.

The area to receive the dye penetrant shall be cleaned free from contaminants that might interfere with the penetrant process. The temperature of the steel in the weld area shall be between 60 and l25 degrees F. when the penetrant is applied. Dwell time of six hours shall be allowed after application of the penetrant and developer before interpreting the results.

Defects that are found shall be repaired and the test repeated until all defects

are eliminated. Colored penetrant shall be removed before fittings are lined.

2.7 Casing Pipe

Casing pipe to be installed in bore or open cut may be limited service pipe, corrugated galvanized steel pipe or new straight seam or spiral welded steel pipe. Casing pipe shall be furnished in thickness or gage as shown on the plans.

Limited service pipe proposed for use on this project must be approved a minimum of four (4) working days prior to the time of opening bids and shall be in good condition and shall meet the same service requirements as the corrugated galvanized steel or welded steel pipe.

Welded steel casing pipe shall be coated inside and out using a coal tar epoxy or shall be bituminous coated in side and out by the hot dip method.

2.8 Bedding Materials

A. All water pipelines placed on this project shall be bedded with crushed stone bedding materials to the minimum as shown on the plans and in the Detail Drawings.

B. Granular material furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note, all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM c33 Grade #57	X			
ASTM C33 Grade #67	X			
ASTM C33 Grade #8		X	X	
THD 1982 ITEM 302 Type "D" Grade #4		X	X	
THD 1982 Item 302 Type "D" Grade #5			X	
Crusher Fines**			*X	X

* 100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the 3/4" sieve.

** Approximate Gradation for Crusher Fines

Sieve Size	% Passing
2 inch	100
#4	35 - 100
#10	20 - 100
#40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

C. Granular materials provided for Foundation, Bedding, Encasement, or backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B Bedding where specified.
Granular Encasement	Placed below an elevation one half (6") foot above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.
Granular Backfill	Placed below the surface base course, if any, as the second stage of backfill, to minimize trench settlement and provide support for surface improvements.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

3. VALVES AND VALVE BOXES

3.1 General

A. Valves 4" through l2" shall be resilient seated gate valves with non-rising stems and shall open by turning to the left (counter clock wise).

B. Valves l4" and larger shall be resilient seated butterfly valves and have operators suitable for direct burial and shall open by turning to the left (counter clock wise).

All valves except valves for use in fire hydrant leads shall have mechanical joint ends unless shown otherwise on the plans. Valves for use in fire hydrant leads shall be flange by mechanical joint.

C. All valves and fire hydrants shall be spray coated with a two component thermal setting epoxy to cover all interior wetted ferrous surfaces. Finished coating shall have a minimum thickness of 4 mils. The coating shall conform to the coating section of these specifications.

D. All valves for buried service shall be equipped with 2" square AWWA operating nuts.

3.2 Gate Valves

A. Gate valves shall be iron body, resilient **wedge gate** and shall be in compliance with AWWA Standard C-509-80 or latest revision thereof and shall have the following design features:

B. All valves shall have a working pressure of 200 psi and shall be bottle tight tested at this pressure from both directions. The gate body shall also be hydrostatically tested at 400 psi. Zero leakage will be required in all tests. The body, bonnet, and stuffing box shall be flange together with ASTM A-307 Grade B bolts and nuts to insure repairability.

C. Stems shall be machined from modified manganese bronze rod with an integral forged thrust collar machined to size.

D. Stem seals shall be dual "O" ring type.

E. Valve discs shall be rubber encapsulated or have disc seat rings molded of natural rubber, internally steel reinforced retained to the disc by self-locking type 304 stainless steel screws. Valve gates shall seat against a machined epoxy coated mating surface in the body of the valve.

F. All internal ferrous metal surfaces (machined or cast) shall be factory spray coated with a two component thermosetting epoxy to a nominal thickness of 4 mils and the exterior shall be coated with asphalt varnish as specified for coating of the pipe. (See Sec. 3.4 of these specifications for epoxy coating).

G. Valves shall be Mueller A-**2360** or Dresser-M&H **4067** or approved equal. Any alternate (approved equal) to these specifications **shall have completely interchangeable parts with either of the specified valves.**

3.3 Butterfly Valves

A. General - All butterfly valves shall be of the rubber seated tight-closing type. They shall meet or exceed AWWA Standard C-504, Class l50B. Both valve ends shall be mechanical-joint per AWWA Standard C-lll. Accessories (bolts, glands, and gaskets) shall be supplied by the valve manufacturer.

B. All valves must use full AWWA C-504 Class l50 B valve shaft diameter, and full Class l50 B underground service operator torque rating throughout entire travel, to provide capability for operation in emergency service.

C. Valve body shall be high strength cast iron ASTM A 126 Class B with l8-8 type 304 stainless steel body seat. Valve vane shall be high strength cast iron ASTM A 48 Class 40 or ASTM A 536, Grade 65-45-l2 ductile iron having rubber seat mechanically secured with an integral l8-8 stainless steel clamp ring and l8-8 stainless steel self locking screws.

D. Rubber seat shall be a full circle 360° seat not penetrated by the valve shaft. Valve shall have permanently set two way thrust bearing. Packing shall be designed for permanent duty in underground service.

E. Valve operator shall be of the traveling nut type, sealed, gasketed and lubricated for underground service. It shall be capable of withstanding an overload input torque of 450 ft. lbs. at full open or closed position without damage to the valve or valve operator. It shall be designed to resist submergence in water to 25 ft. head pressure. Number of turns to operate valve shall be as listed below in order to closely resemble conventional distribution valve practices and to minimize water hammer:

Pipe and Valve Size	Turns to close	Pipe and Valve Size	Turns to Close
4" - 6"	16-1/2	14" - 16"	48"
8"	24	18" - 20"	72
10" - 12"	36	24"	90

F. Valves shall be capable of easy closure by one man using standard valve key, even under emergency line-break conditions as severe as those that would - cause a valve maximum opening torque requirement of as much as two times AWWA Class l50 B.

G. All valves shall be tested bottle-tight at rated working pressure by the manufacturer as follows:

l4" up. . . . . l50 psi

In addition a hydrostatic test with vane partially open shall be given to the assembled valve as follow:

l4" up. . . . . 300 psi

H. Valve shafts shall be l8-8 type 304 stainless steel. Shaft bearings shall be of the self lubricating sleeve type.

I. Valve discs or vanes for valves 30" and larger shall be the flow through (bridge or truss) type.

J. Butterfly valves shall be Dresser-M&H Model "450", "4500" or "l450" or Mueller line seal III or approved equal. Alternates (approved equal) to these specifications must be approved in writing 48 hours prior to time bids are received.

3.4 Coating

A. The coating shall be a two part thermosetting epoxy protective coating and shall function as a physical, chemical and electrical barrier between the base metal to which it is applied and the surroundings.

B. The coating shall be non-toxic and shall not impart taste to water. The coating must be formulated from materials deemed acceptable per the FOOD AND DRUG ADMINISTRATION DOCUMENT TITLE 2l of the FEDERAL REGULATIONS ON FOOD ADDITIVES SECTION l2l.25l4 entitled, RESINS AND POLYMERIC COATINGS.

C. The coating shall have a satin finish and shall be suitable for field over coating and touchup with same coating material without sanding or special surface preparation, or application of heat in excess of room temperature.

D. The coating shall have a successful record of performance in valves, pipe or other allied equipment for a minimum of two years.

E. The coating adhesion to the substrate shall exceed cohesion of the coating film as demonstrated by the following test:

(1) Prepare test panel and apply coating per manufacturer's recommendation.

(2) After sample has properly cured per manufacturer's recommendation, scribe an "X" using a sharp knife or scalpel through the coating to the metal substrate.

(3) Then with the point of the knife at the juncture of two scribes, attempt to lift off coating. Coating should not lift off substrate or between coats readily, but should break up leaving coating material on the substrate of this damaged area.

(4) No disbandment of the film shall be noted as tested above after immersion in tap water for l500 hours at l00`F.

F. A falling sand abrasion test using ASTM D968 shall produce an abrasion coefficient of 25-30 liters/mil. As an alternative, a Taber Abrader Test should find 3.5 - 3.7 milligrams coating loss per l00 cycles when using a CSF l0 Wheel (l000 gram weight).

3.5 Valve Boxes

All valves to be used in buried service shall be enclosed in cast iron valve boxes. Care shall be taken to place and maintain the 2" square operating nut in the center of the valve box. The valve box shall be two piece cast iron suitable for use with PVC pipe box risers. The 6 inch diameter cover shall be marked " Water". The PVC riser pipe shall be furnished in lengths as required (minimum pipe cover 42") PVC pipe for valve box riser may be ASTM C-900, ASTM D1785 schedule 40, ASTM D2241 pressure class 125 or ASTM D3034 DR 35. Valve boxes shall have a concrete ring 8" thick and having a radius equal to the radius of the valve box plus one foot (1') cast around them. Valve boxes placed in unpaved areas shall be set level with or slightly higher than the finished ground elevation. Valve boxes set in paved areas shall match the finished pavement surface.

3.6 Fire Hydrants

A. Fire hydrants shall conform to the requirements of AWWA C 502 dry barrel type. The fire hydrants shall be designed for a depth of bury of 4.5 feet, however the depth of bury may vary according to field conditions and extensions or shorter bury depth may be required.

B. The hydrants shall have a 5-l/4 inch valve opening, two 2-l/2 inch hose nozzles and one 4-l/2 inch pumper nozzle.

C. Hose threads shall be National Standard threads.

D. The hydrants shall be sized for 6-inch mains and shall have an inlet connection compatible with the type pipe used. All gaskets, nuts, bolts and other jointing materials shall be considered part of the fire hydrant installation.

E. Operating nut shall be standard l-l/2 inch pentagon opening counter-clockwise. The hydrant shall close with the pressure.

F. Hydrants shall be painted Federal Safety Yellow.

G. Fire hydrants shall have all interior wetted ferrous surfaces epoxy coated as required in the general and coating section of this item.

H. The hydrants shall have a minimum of two (2) drain holes located on opposite sides of the hydrant. The entire drainage channel must be made of non-corrosive material and sealed by acceptable resilient material (metal and/or leather seals are not acceptable).

I. The hydrants shall have a breakable safety flange and breakable stem coupling which breaks cleanly upon impact.

J. The hydrants shall be AWWA improved type hydrants and shall have self-oiling reservoirs.

K. Fire hydrants shall be the Mueller Centurion, the Dresser -M & H 929 Reliant, or The American Darling.

4. EXCAVATION, TRENCHING BEDDING AND BACKFILLING

4.l Trenching

A. The trench shall be excavated to the lines and grades as established by the engineer and as shown on the plans. The depth of cover for all main lines on which the grades and elevations are not shown on the plans, shall in general be Forty-two (42) inches. The amount of cover may vary over or under 42 inches as directed by the engineer but in no case will the amount of cover be less than thirty-six (36) inches. Depth of cover for service lines shall be as shown on the detail drawings.

B. Water lines constructed in proposed streets and service drives shall have the depth of cover measured from the finished grade. The contractor is hereby cautioned that proposed street finished grades are sometimes cut below the existing ground elevation.

C. The minimum width of the trench shall be the outside diameter of the pipe plus twelve (l2) inches for pipe diameter through l8", the outside diameter of the pipe plus eighteen (l8) inches for pipe diameters over l8". The trenching equipment shall be maintained on a sufficiently level road bed to provide substantially vertical trench walls. The maximum horizontal offset of the trench wall from bottom of trench to the top of the trench (under-cutting) shall be four (4) inches.

D. The trench shall be over excavated to an even grade to the depth of required bedding so that the bottom of the pipe will rest on a uniform thickness of bedding material on the bottom of trench throughout the entire length of the pipe. In order to obtain a true even grade, the bedding material shall be fine graded by hand. On lines that are to be laid to established grades batter boards shall be set at fifty foot intervals and the trench graded to the established grade.

E. Any part of the trench excavated below grade shall be corrected by filling with bedding material. The bedding material shall be thoroughly compacted.

E. If large rock, rock fragments or other unyielding materials are encountered in the bottom of the trench they shall be removed to a depth of six inches below grade, and the void filled with thoroughly compacted approved bedding material.

G. Bell holes of ample dimensions shall be dug at each joint to permit the jointing of pipe to be made properly and of sufficient depth to prevent the bell of the pipe from resting on undisturbed materials.

H. Wherever necessary to prevent caving, the trench shall be adequately braced and sheeted. Trench safety shall be in accordance with item l4 "Shoring and Sheeting of this specification.

I. Trench digging machinery may be used to make the trench excavations except in places where operation of same would cause damages to trees, buildings or other existing structures either above or below ground. In such instances hand trenching methods shall be employed.

J. All excavated material shall be stockpiled in a manner that will not endanger the work or existing structures and that will cause the least amount of obstructions to walks and driveways.

K. There will be no classification of the excavated materials and the term excavation shall include all materials encountered in excavating the trenches or structural excavations.

L. The contractor shall take all necessary precautions for protecting paved areas from being damaged by the trenching and backfilling equipment. Any damage done to any paved area, outside of the area set forth in the plans, as a result of the construction work shall be repaired by the contractor at his own expense.

M. Where the lines are located behind curbs, the contractor shall take special precautions to protect trees and shrubs. Care shall be exercised to cause as little damage to lawns as possible.

Where lines cross under curbs, gutters or curbs and gutters, tunneling will be required.

N. Blasting for excavation of solid rock will be permitted only after securing the

approval of the Director of Engineering and Transportation and the engineer and only when proper precautions are taken for protection of persons and property. The hours of blasting will be fixed by the engineer. Any damage caused by blasting shall be paid for by the contractor. The method or procedure relative to blasting shall conform to all state laws and local ordinances.

O. The contractor will be required to locate all known utility lines, including consumer service lines, far enough in advance of the trenching to make proper provisions for protecting the lines and to allow for any deviations that may be required from the established lines and grades.

P. The contractor shall not be allowed to disrupt the service on any utility lines except consumers service lines, which may be taken out of service for short periods of time, if the contractor obtains permission from the engineer and from the owner of the premises being served by the utility.

Q. The contractor shall immediately notify the proper utility company of any damage to utility lines, in order that service may be reestablished with the least possible delay. Repair of any damage to existing lines and the repair of consumer lines which are authorized to be cut or temporarily taken out of service shall be made by the contractor at his own expense, and as directed by an official representative of the utility company involved.

R. All utility lines shall be properly supported to prevent settlement or damage to the line both during and after construction.

S. Any permanent relocations of existing utility lines shall be done by the proper utility company without expense to the contractor.

4.2 Backfill General

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by- section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

C. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited where directed by the Inspector at no additional compensation.

D. In the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated

materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

E. Suitable material shall be defined as a mineral soil reasonable free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

F. Backfill materials shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon. The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

G. Within the pipe bedding and encasement zones described as that portion of the trench which is below an elevation one foot above the top of the pipe, the materials placed shall be limited in particular size to 3/4 inch maximum. For larger pipe in access of 18 inches in diameter the Engineer may allow particle sizes up to 2 inches maximum if it can be shown that the backfill can be satisfactorily compacted without leaving voids or damaging pipe or joints. Above these zones, the placement of material containing stones, boulders, chunks, etc. shall be governed by the layer thickness and compaction equipment capabilities.

H. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone material, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

I. The maximum loose thickness of each backfill layer shall be l2 inches, except that l6 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. "Hydro tamps" or "vibra tamp: or other heavy vibrating equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

J. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after

completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor's discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

K. Until final acceptance of the project, the Contractor shall assume full Responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

4.3 Backfill Procedure above Pipe Zone, in Public Rights-of-way and other areas where settlement is important.

A. Backfill above the pipe zone shall be made using Portland cement stabilized backfill or crushed stone screening (crusher fines).

B. Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using portland cement stabilized backfill material or crushed stone screening (crusher fines).

C. The minimum depth of stabilized backfill or crusher fines shall be twelve (12") inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.

When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in new streets that are scheduled for immediate paving or in streets in a new subdivision for which a paving contract with the property developer has been approved the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8") inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities stabilized backfill shall extend to the top of the course the contractor has finished. In no case shall the backfill extend above the top of the base course.

If the final course of asphaltic concrete has been placed, the street or alley surface shall **NOT** be cut for utility installation.

In new streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6") inches in which case the maximum depth of the "pipe zone" shall be limited to six (6") inches above the top of the utility line or conduit.

D. Backfill Materials

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall **NOT** be used.

The Contractor shall submit a mix design prepared by an approved Commercial Laboratory that will produce a minimum 7 day compressive strength of 150 psi. In no case shall the minimum cement content of the mix be less than 1 sack per cubic yard.

(2) Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

(3) Caliche used for Portland cement stabilized backfill shall be crushed material con-forming to Texas State Department of Highways and Transportation 1982Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

(4) Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

(5) Native soil used for Portland cement stabilized backfill shall be clean, free from clods and organic matter, and rock in excess of 2".

(6) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the following gradation

Sieve Size	% Passing
2"	100
#4	35-100
#10	20-100
#40	5-35
#200	4-10

and may be the by product of crushing stone for other purposes or may be stone specifically crushed for use in backfill. Crusher fines not meeting these specifications may be approved for backfill upon demonstration that the desired results will be obtained.

E. Backfill Construction

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche, sand or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade Mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety five (95%) modified proctor density by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

(c) The mix design used must be for the method of placement chosen.

(2) Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

(3) Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench.

The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve (12") inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90% modified proctor will be deemed adequate compaction.

5. INSTALLATION OF DUCTILE IRON PIPE

5.1 Pipe Laying - General

A. All pipe and accessories shall be unloaded, handled, laid, jointed, tested for defects and for leakage and chlorinated in the manner herein specified.

B. The pipe, fittings, valves, and accessories shall be inspected upon delivery and during the progress of the work and any material found to be defective will be rejected by the engineer and the contractor shall remove such defective material from the site of the work.

C. The contractor shall be responsible for all material furnished by him and he shall replace at his own expense all such material that is found to be defective in manufacturer or has become damaged in handling after delivery.

D. All pipe, fittings, valves, and other accessories shall, unless otherwise directed, be unloaded at the point of delivery, hauled to and distributed at the site of the work by the contractor. Loading and unloading, of pipe and fittings shall be by hoisting or by sliding, or rolling on skidways in such a manner as to avoid shock or damage to the material. Under no circumstances shall pipe or fittings be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.

The pipe, fittings and accessories shall be placed along the site in such a manner as to be kept as free as possible from dirt, sand, mud, and other foreign matter.

E. All pipe shall be laid and maintained to the lines and grades shown on the plans
or as established on the ground by the engineer.

F. Wherever it is necessary to deflect pipe from a straight line either in a vertical or horizontal plane to avoid obstructions, to plumb valves and hydrants, or where vertical or horizontal curves are shown or permitted, the degree of deflection at each joint shall not exceed the maximum deflection recommended by the manufacturer of the particular kind of pipe being laid and the degree of deflection shall be approved by the engineer.

G. After the trench grade has been completed and all bell holes dug and the grade inspected, the pipes and accessories my be placed in the trench. All pipe, fittings, valves, and hydrants shall be carefully lowered into the trench piece by piece by means of derricks, ropes, or other suitable tools or equipment, in such a manner as to prevent damage to the material in any way. Under no circumstances shall pipe or accessories be dropped or dumped in the trench.

H. Before lowering into trench the pipe shall be again inspected for defects and the pipe while suspended shall be lightly hammered to detect cracks. Any defective, damaged or unsound pipe and materials shall be rejected.

I. All foreign matter or dirt shall be removed from the inside of the pipe and from all bells, spigots or parts of the pipe used in forming the joint, before the pipe is lowered into the trench, and it shall be kept clean by approved means during and after laying.

5.2 Laying and Jointing Ductile Iron Pipe

A. Unless otherwise directed, pipe shall be laid with bells facing in direction of laying; and for lines on appreciable slopes, bells shall, at the discretion of the engineer, face up grade. Cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or the cement lining.

B. The jointing shall be completed for all pipe laid each day. No open joints will be left in the trench overnight. At times when pipe laying is not in progress, the open ends of pipe shall be closed by approved means. No trench water shall be permitted to enter the pipe.

C. No pipe shall be laid in water, or when the trench conditions or weather is unsuitable for such work, except by written permission of the engineer.

D. Rubber Gasket joints for cast iron or ductile iron pressure pipe and fittings shall conform to AWWA Standard C-lll.

E. Before laying the pipes, all lumps, blisters and excess coal tar coating shall be removed from the bell and spigot ends of each pipe; the outside of the spigot and the inside of the bell shall be wire brushed and wiped clean and dry. Pipe ends shall be kept clean until joints are made.

F. The pipe and fittings shall be properly aligned and free to move in any direction while bolting, and the bolts shall be gradually tightened at a uniform rate around the entire flange.

G. Flange joints where used shall be bolted with flange bolts of best quality mild steel and of the size and length required by AWWA C-ll5: Bolts and nuts shall be provided with standard hexagonal heads. Gasket rings shall be used and shall be made of best quality rubber composition sheet packing one-eighth (l/8) inch thick, of a brand and quality approved by the engineer.

H. Standard plugs shall be inserted into the bells of all dead end pipes, tees, or crosses and spigot ends shall be capped. Plugs or caps shall be jointed to the pipe or fittings in the same manner used in joining the pipe.

6. SPECIFICATIONS FOR INSTALLING PRETENSIONED CONCRETE CYLINDER PIPE

6.l General

The applicable portions of the specifications for installing ductile iron pipe shall apply except as amended or supplemented herein.

6.2 Pipe Laying

A. Pipe and fittings shall be handled with care at all times to avoid damage. They shall be lifted by hoists or slide or rolled on skid-ways in such manner as to avoid shock. Under no circumstances shall they be dropped. Pipe must not be skidded or rolled against other pipe or object.

B. Just before making the joint, the bell and spigot rings shall be thoroughly cleaned by wire-brushing until clean and dry. The gasket and the inside surface of the bell shall be lubricated with a light film or soft vegetable soap compound (flax soap) to facilitate telescoping the joint. The rubber gasket shall be stretched uniformly as it is placed in the spigot groove to insure a uniform volume of rubber around the circumference of the groove.

C. The joint shall be telescoped by pulling directly along the centerline of the pipe so that the spigot enters squarely into the bell. After the spigot has been telescoped into the bell, the bell end of the pipe being laid shall be moved in accordance with the plans to secure proper grade and alignment. After the joint is in place, a thin metal feeler gauge shall be used to check the position of the rubber gasket around the circumference of the joint.

D. The inside joint recess shall be filled immediately prior to placing the pipe together by buttering the bell end with mortar. After the joint is engaged, the joint mortar of pipe l8" in diameter and larger shall be finished off smooth by hand. The mortar in pipe smaller than l8" in diameter shall be smoothed and cleaned with a swab.

E. After the spigot has been telescoped into the bell, the joint checked and found satisfactory, a canvas wrapper shall be placed around the pipe, covering the joint. The canvas type wrapper shall be of the quality manufactured by the Mar-Mac Manufacturing Company or approved equal burlap type, and shall be hemmed at each edge to allow threading with a steel strap to securely fasten the wrapper around the pipe by means of a stretcher and sealer.

The wrapper shall have a minimum width of 7" and sufficient length to encircle the pipe leaving enough space between the ends at the top to allow the cement mortar to be poured. The entire joint shall be poured with cement mortar and rodded or agitated to eliminate voids and settlement. Prior to pouring the cement mortar the joint shall be thoroughly cleaned and saturated with clean water. Any joint showing shrinkage or excessive cracking shall be cleaned and remade. In hot weather,

additional measures may be required to obtain the best quality of joint, such as additional wet burlap, curing membrane, or immediate careful and well controlled backfilling of the joint with damp earth.

F. The mortar used at the exterior joint shall consist of one part Portland cement to 2-l/2 parts fine, sharp, clean sand and mixed with water to the consistency of thick cream. Mortar required at the joint shall not be placed in freezing weather unless adequately protected from freezing.

G. The joints for pipe to be installed in casing shall be made as for pipe laid in trench except that the outside portion of the joint shall be wrapped in a special polyurethane wrap impregnated with unhydrated cement manufactured for this purpose, prior to being jacked into the casing pipe. The wrap shall be "Flex-Protex" as manufactured by Mar-Mag Mfg. Corporation or approved equal. The interior of the joints shall be mortared after the pipe to be installed in casing has been jacked into place. The pipe shall not be moved after interior mortaring is completed. After the water line has been installed in the casing the ends of the casing shall be sealed using concrete or cement mortar.

H. Steel cylinder reinforced concrete pipe shall not be pressure tested until it has been in place a minimum of l4 days.

I. The contractor shall fill the steel cylinder reinforced concrete pipe under slight pressure and allow approximately 24 hours for water absorption by concrete lining before performing pressure test.

7. SETTING VALVES, VALVE BOXES, FIRE HYDRANTS AND FITTINGS

7.1 General

Valves and fittings shall be set at the locations shown on the plans or at locations as established by the engineer, and shall be set and jointed to the pipe in the manner heretofore specified for pipe installation. All valves buried in the ground shall have a cast iron valve box set over the valve and set to grade. All valves shall be set vertical, unless otherwise specified, and shall be thoroughly inspected and checked for operation before installation.

7.2 Valve Boxes

Cast Iron valve boxes shall be firmly supported and maintained centered and plumb over the wrench nut of the valve, with box cover flush with the surface of the ground or street paving.

Valve boxes shall be supported by a ring of concrete as shown on the plans and Detail Drawings. This ring shall be Class "A" concrete having a minimum thickness of six (6") inches and shall extend a minimum of twelve (12") inches in all directions from the outside diameter of the valve box and shall be supported on thoroughly compacted backfill.

7.3 Setting Fire Hydrants

A. Fire hydrants shall be located at points shown on the plans, the exact location of the hydrant to be established by the engineer. All hydrants shall be set plumb, to the grade as established by the engineer, and shall have their nozzles parallel with and/or at right angles to the curb, with the pumper nozzle facing the curb. The hydrants shall be supported in such a manner as not to cause a strain on the fire hydrant lead or branch.

The bowl of the hydrant shall be well braced against unexcavated earth at the end of the trench with concrete blocking. The concrete blocking shall be placed so as not to interfere with the hydrant drains and so that the joints or flanges are accessible.

B. Each hydrant shall be connected to the main with a six (6) inch ductile iron branch controlled by an independent six (6) inch gate valve. Each hydrant shall be set upon a stone or concrete slab not less than four (4) inches thick and not less than one square foot of surface area. Where solid rock exists in the bottom of the trench and same is excavated to the proper depth to form a foundation for the hydrant, the slab of stone or concrete may be omitted.

C. There shall be placed around the base of the hydrant not less than seven (7) cubic feet of sound broken stone or clean gravel, or other suitable material to provide reservoir capacity so that the hydrant will completely drain when closed. The gravel or broken stone shall reach from the bottom of the trench to at least six (6) inches above the waste opening in the hydrant. Each hydrant shall be operated by the contractor to prove to the inspector that the drain hole has not been plugged with concrete or other material.

8. **ANCHORAGE OF BENDS, TEES AND PLUGS, ETC.**

Reaction or thrust blocking shall be applied to all pipe lines at all tees, plugs, caps, valves, fire hydrants, and at bends deflecting ll-1/4 degrees or more. Concrete shall be used for blocking the pipe and fittings. Concrete for thrust block shall have a minimum compressive strength of 3,000 psi and shall conform to Texas Highway Department Class "A" concrete. Before thrust blocking is placed the element to be blocked shall be carefully wrapped in polyethylene sheeting having a minimum thickness of 3 mils. The blocking shall be placed between solid ground and the fitting to be anchored; the area of bearing on pipe and on the ground in each instance shall be that required by the engineer. The blocking shall be so placed that the pipe and fitting joints will be accessible for repair.

9. DISINFECTION OF PIPE LINES

The contractor shall furnish all labor, equipment, and materials necessary to the disinfecting of the new pipe lines which shall be disinfected before being placed in service. The lines shall be disinfected by the application of a chlorinating agent. The chlorinating agent may be a liquid chlorine, liquid chlorine gas water mixture, or a calcium hypochlorite solution, which shall be fed into the lines through a suitable solution feed device, or other methods approved by the engineer. The chlorinating agent shall be readily dissolvable and of a type that will rapidly mix with the water as it is loaded into the water line. Tablets or other solid form shall not be used unless they are dissolved before being placed into the line. The chlorinating agent shall be applied at or near the point from which the line is being filled, and through a corporation stop or other approved connection inserted in the horizontal axis of the newly laid pipe. The water being used to fill the line shall be controlled to flow into the section to be disinfected very slowly, and the rate of application of the chlorinating agent shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the line shall be at least 50 parts per million. The treated water shall be retained in the pipe lines for a period of not less than twenty four (24) hours. At the end of the retention period all treated water shall be thoroughly flushed from the lines until the replacement water in the lines shall have a chlorine residual of not more than 0.2 parts per million. Where it is necessary to place the new lines in service in less than 24 hours, the concentration of chlorine may be increased to 300 ppm and the lines flushed and placed in service in 3 hours. Disinfecting procedures shall conform to AWWA C 60l.

l0. HYDROSTATIC TESTS

All pipe lines constructed under this contract before being accepted, shall be tested at l20% design pressure as described in the following paragraphs. This test shall apply to all newly laid pipe or any valved sections thereof.

The required test pressure (l80 pounds per square inch) shall be maintained over a continuous period of not less than eight (8) hours.

Each valved section of pipe shall be slowly filled with water, being certain that all air is expelled from the pipe by using hydrants, blow-offs or taps at points of highest elevation in the line. The specified pressure shall be applied by means of a pump and flow meter (gpm and amount) connected to the pipe in a manner satisfactory to the engineer. The contractor shall furnish all necessary equipment, materials and labor to satisfactorily make the hydrostatic tests.

After the line section to be tested has been brought to pressure, a visual inspection shall be made of all joints, fittings, valves, and appurtenance. Any leaks thus located shall be corrected before continuing with the test.

If the test indicates a leakage in excess of a rate equal to twenty-five (25) gallons per inch of nominal diameter of pipe line per mile per day (maximum 600 gallon per mile per day total leakage) the cause of such leaks shall be determined and corrected and the line retested until satisfactory results are obtained.

11. **REMOVING AND REPLACING PAVEMENT**

A. When it is necessary to cut existing paving to install utilities the paving shall be repaired as soon after the backfill is consolidated or the cement stabilized backfill has reached sufficient strength as practical. The repair shall be made using Texas Highway Department Type "D" Hot Mix Asphaltic Concrete and shall have a minimum thickness equal to the thickness of the existing surface.

B. Edges along the trenches and around pits shall be saw cut to remove damaged edges and/or surface. Saw cuts shall be straight and parallel to or at right angles to the street or alley center line in so far as practical. Meandering, zig-zag or notched saw lines will not be permitted. The saw cuts shall be such that a minimum of 6" of surface is removed beyond the edges of the trench.

C. The edges of the saw cut and surface of the backfill material shall be tack coated prior to the placing of hot mix asphaltic concrete. The tack coat shall be either RC-250 cut back asphalt or RS2h emulsified asphalt or approved equal. When emulsified asphalt is used for tack coat the asphaltic concrete shall not be placed until the break of the emulsion is complete and all free water has evaporated or has been removed.

D. After the tack coat is cured the hot mix asphaltic concrete shall be placed uniformly throughout the repair area. The edges of the repair shall be squared up and the hot mix asphaltic concrete thoroughly compacted. Any large aggregate that is separated from the mix during the leveling process shall be removed from the surface and disposed of off the project. Care shall be taken that none of the mix over laps the old paving. Any mix that has "scabbed" onto the paving shall be removed before the section is reopened to traffic.

Sufficient mix shall be placed so that the finished repair is from one eight (1/8") inch to one quarter (1/4") inch above the old paving surface to allow for further consolidation by traffic.

12. **TUNNELING UNDER UTILITY LINES, ETC**.

Where pipes, conduits or concrete curbs, gutters or other obstructions are encountered in the construction, the cost of tunneling under such obstructions shall be included as a part of the cost of the pipe line, or other pay items, complete in place.

13. **HIGHWAY CROSSING**

A. The City of Midland will obtain any required permits from the State Highway Department for installation of the water line along and across the highway right-of-way. It shall be the contractor's duty and responsibility to coordinate the time of making the crossing and the manner of handling traffic.

B. Installations of the casing pipe shall be accomplished by boring or open cut trench as indicated on the drawings and in accordance with the Texas Department of Transportation permit and requirements. Equipment used shall be of such size and capacity as to allow the placement of the casing to proceed in a safe and expeditions manner. Installation of the casing and the excavation and removal of the materials

within the casing shall proceed simultaneously.

The boring shall proceed from a pit provided for the boring equipment and workmen. Excavation and location of the pit shall be approved by the Engineer. Boring without the concurrent installation of the casing pipe will not be permitted. The use of water or other fluids in connection with the boring operation will be permitted only to the extent of lubricating cuttings. Jetting will not be permitted. Overcutting in excess of one inch shall be remedied by concrete pressure grouting the entire length of the installation. All joints for casing pipe installed in bore shall be welded. Care shall be taken to keep the casing pipe on the proper line and grade.

C. After the casing pipe has been installed and is accepted by the Engineer, the pipe shall be shoved through the casing. The pipe shall be pushed or pulled through the casing by exerting pressure on the barrel of the pipe and not on the bell, and shall be done in such a manner that the joint is always in compression during the shoving operation. Hardwood, or other suitable material skids shall be banded with stainless steel bands to each joint of pipe In accordance with the pipe manufacturers recommendation. The hardwood skids shall be of sufficient dimensions to allow the bell of the pipe to clear the casing pipe by at least one-half inch. The length of the skid shall be in accordance with the pipe manufacturers recommendations. A minimum of three bands shall be used to secure the skids to the pipe. The skids shall be such that the carrier pipe will be centered in the casing pipe. The design of skids and bonding techniques shall be submitted to the Engineer for approval prior to use.

In general waterline installation in the casing pipe shall conform to AWWA C 600-Section 6 requirements.

After completion of pipe installation in casing, the ends of the casing shall be sealed off by use of concrete grout. The minimum compressive strength of the grout shall be 2,000 psi in 28 days.

14. SHORING & SHEETING

14.1 Description

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more.

Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

l4.2 Construction Methods

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, l989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires "Design by a qualified person or a qualified engineer," [For example see 1926.652(b) (3) and 1926.652(c) (4)], "a qualified person or qualified engineer" shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

14.3 Safety Program

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

14.4 Inspection

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

14.5. Safety Restrictions - work near high voltage lines

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

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

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

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

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

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

l5. MEASUREMENT AND PAYMENT

l5.l General

The unit price or lump sum price bid on each item, as stated in the proposal, shall include furnishing all labor, superintendence, machinery, equipment, and materials necessary to complete the various items of work in accordance with the plans and specifications. Cost of work or materials shown on the plans and called for in the specifications and on which no separate payment is made shall be included in the bid price on the various pay items.

l5.2 Water Lines

A. Measurement

The length of pipe lines for the various sizes, classes and types to be paid for will be determined by measurement along the center lines of the pipe installed, measurement being made from the center of fitting to center of fitting or end of pipe, without any deduction for the length of intermediate fittings or valves including pipe installed in casing.

B. Payment

Furnishing and installing approved type pipe of the various sizes and classes shown on the plans or as required will be paid for at the unit price bid per linear foot for furnishing and installing the various sizes and classes of approved pipe complete in place. The unit price bid shall be complete compensation for furnishing and installing the pipe complete in place including all excavation, backfilling, testing and disinfection of lines and shall include any and all incidental work not otherwise included in the bid items or otherwise provided for in the specifications.

I5.3 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.

I5.4 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

I5.5 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.

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 BPU18-04

TO ALL BIDDERS ON THE SUBJECT BID: **Thomason Drive Water Main Replacement Utility Bond Project**

ADDENDUM #01

DATE: April 17, 2020

1. Q/A and Clarification
2. Revised Proposal
3. Non-Mandatory Pre-Bid Teleconference Meeting Agenda
4. Non-Mandatory Pre-Bid Teleconference Meeting Attendance

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

All other terms and conditions shall remain the same.

EDGARDO MADRID & ASSOCIATES, LLC
Company Name

Bidder Authorized Signature

04/17/20
Date

EDGARDO MADRID
Please Print Above Name

(432) 940-9683
Phone

www.MidlandTexas.gov

Engineering ▪ 300 N. Loraine, Midland TX 79701 ▪ 432-685-7286

Thomason Drive Water Main Replacement Utility Bond Project
Project Number BPU18-04

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: The Proposal section of the bid packet has been revised, specifically an increase in quantity for Paving Item #7 Flowable Fill / 2-Sack Backfill to reflect the design quantities. The revised version is attached to this Addendum 01. Bidders are to remove the original Proposal section in its entirety and replace it with the attached revision.

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: It is recommended that Bidders use the USPS mailing address rather than the physical City Hall address for bids submittals that are mailed in as the physical address has experienced issues on occasion in the past. The USPS mailing address is unchanged from what is listed in the original bid packet and the pre-bid teleconference meeting agenda.

Question: Is testing also going to cover BacT testing?
Answer: Yes. Contractor is to use the City's laboratory, coordinate with the laboratory's schedule, and provide the laboratory with 24 hours advanced notification before

delivering samples. The City's inspector must be present at the project site anytime that testing occurs, and the City's laboratory does not accept samples on Fridays.

Question: What will the traffic control look like?
Answer: At least one travel lane in each direction must be kept in operation on Thomason Drive at all times. Other traffic control measures and details will be dependent on the construction activity that takes place, and will be addressed during construction after the contract is awarded.

Question: Calling out the water services as 1" or ¾". Are we sure about this?
Answer: Yes. Based on survey and site inspections all existing water services should be 1" or ¾", and so all new water service laterals and meters will be 1" and utilize a 1" by ¾" reducer when needed to connect to the existing private plumbing. If there happen to be any outliers they will be addressed as they occur, but none are anticipated.

Question: Are survey shots for as-builts required from the contractor or the inspector?
Answer: The contractor. These should be taken at all valves, fittings, manholes, etc. just like any other City project or subdivision development. The final responsibility for survey still remains with the contractor even if the City choses to have its inspector or surveyor take additional shots on the project site.

Question: Erosion control is listed per month in the bid documents. If the work is finished early will we still be paid for all ten months? Hard to estimate this. Is there a chance this could be changed to a lump sum?
Answer: Erosion control will continue to be bid and paid per month as stated in the Proposal and Pay Notes. The per month payment gives the City a means of ensuring that erosion control is maintained throughout the duration of the project that a lump sum payment does not, and also give the City a means of paying for additional erosion control time if the project goes long due to events outside the contractor's control, such as bad weather days.

Question: Would the City consider accepting digital signatures (scanned & copied) on all documents? This would provide ease to oblige to the various Shut-In-Orders in accordance to each local government's COVID-19 plan and the closure or our offices.
In reviewing the Front End Bid Docs, the only item that I have seen referencing signatures is the below snippet, found on the "Instruction and Information for Bidder – 3. Preparation of the Bid". However, I wanted to officially confirm.
"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."
Answer: No, at this time the City cannot accept bids electronically. Bidders are directed to submit hard-copy bids per the instructions in the Bid Packet.

Question: Yesterday in the teleconference a question was brought up about Testing and then Re-Testing at the City's discretion after a test had passed. I would just like clarification on how that will work. If the City deems that something needs to be retested will they use City Equipment and Manpower to test it on their own or will it require assistance from the Contractor? How will the city come to the conclusion that

something needs to be Re-Tested if it has already passed on the Contractors test? Please Clarify, Thanks!

Answer: All testing will be to City standards, including any re-testing that may occur. Special Provisions 16. Testing, Page SP 5 in the Bid Packet lists the specific testing required and when. Any failed test or incorrect testing method will require a retest by the Contractor at the Contractor's sole expense. If a test result passes but is questioned by the City then the City may choose to require the Contractor to perform the test again. If the second test result also passes then the City will pay for the additional labor, time, etc. for the second test, however if the second test results in a failure then the Contractor will have sole responsibility for the cost of the retesting. If the City believes there is an issue with Contractor's testing equipment or that the Contractor is unwilling or unable to perform a test method correctly, then the City may elect to utilize a third-party testing firm under contract with the City or the City's own equipment and staff to conduct the retest, and in this scenario the cost of retesting would rest with the City and not the Contractor.

So as an example, if a pressure test for a water main is performed and reported as passing, but the City learns that the test was only conducted for three hours instead of the required minimum four hours, then the test would be considered a failure and must be redone at the Contractor's sole experience. On the other hand, if a nuclear gauge density test for asphalt hot-mix is performed and reported as passing, but the City required a retest because the asphalt didn't look right when visually inspected, but then the retest confirmed the original passing test result, then the City would pay the Contractor for the additional testing.

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: Thomason Drive Water Main Replacement Utility Bond Project

Project Number: BPU18-04

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	10 MO	Mobilization, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M1)	$_____	$_____
2)	10 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M2)	$_____	$_____
3)	10 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M3)	$_____	$_____
4)	10 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M4)	$_____	$_____
5)	N/A	Material Mark-up, complete and in place, for the sum of: _____percent. (Pay Note M5)	%_____	$_N/A_____

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
6)	N/A	Labor Mark-up (regular work hours), complete and in place, for the sum of: _____percent. (Pay Note M6)	%_____	$_N/A_____
7)	N/A	Equipment Rental Mark-up (non-standard equipment only), complete and in place, for the sum of: _____percent. (Pay Note M7)	%_____	$_N/A_____
Total Miscellaneous Items 1-7		$_____		

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	2,860 LF	Removal & Disposal of Existing Water Mains, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D1)	$_____	$_____
2)	360 LF	Removal & Disposal of Existing Wastewater Mains, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D1)	$_____	$_____
3)	150 CY	Flowable Fill for Existing Utility Mains Abandoned In Place, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per cubic yard. (Pay Note D2)	$_____	$_____
4)	11 EA	Removal & Disposal of Existing Fire Hydrant Assembly, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note D3)	$_____	$_____
5)	7,500 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D4)	$_____	$_____
6)	600 LF	Removal & Dispose of Existing Concrete Curb & Gutter, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D5)	$_____	$_____
7)	250 SY	Removal & Disposal of Existing Concrete Sidewalk & Ramps, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D6)	$_____	$_____
Total Demolition Items 1-7		$_____		

Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	240 LF	16" Steel Pipe Casing (¼" Wall Thickness), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note W1)	$_____	$_____
2)	460 LF	12" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note W2)	$_____	$_____
3)	13,700 LF	8" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note W2)	$_____	$_____
4)	720 LF	6" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note W2)	$_____	$_____
5)	8 EA	12" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W3)	$_____	$_____
6)	56 EA	8" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W3)	$_____	$_____
7)	25 EA	6" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W3)	$_____	$_____
8)	27 EA	Fire Hydrant Assembly, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W4)	$_____	$_____

Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
9)	8,000 LB	Ductile Iron Fittings, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per pound. (Pay Note W5)	$_____	$_____
10)	45 EA	Anchor Coupling / Foster Adaptor, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W6)	$_____	$_____
11)	164 EA	8"x1" Tapping Saddle for water service connection, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W7)	$_____	$_____
12)	164 EA	1" Water Service Connection, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W8)	$_____	$_____
13)	9,800 LF	1" Water Service Lateral, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note W9)	$_____	$_____
14)	164 EA	Water Meter & Meter Box, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W10)	$_____	$_____
15)	14,880 LF	Open Trenching of Water Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note W11)	$_____	$_____
Total Water Items 1-15		$_____		

Wastewater Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	260 LF	8" SDR 26 ASTM D2241, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note WW1)	$_____	$_____
2)	120 LF	6" SDR 26 ASTM D2241, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note WW1)	$_____	$_____
3)	4 EA	Connection to Existing Manhole, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note WW2)	$_____	$_____
4)	380 LF	Open Trenching of Wastewater Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note WW3)	$_____	$_____
Total Wastewater Items 1-4		$_____		

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	50 SY	6" Concrete Pavement Repair, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P1)	$_____	$_____
2)	600 LF	Concrete Curb & Gutter Repair, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P2)	$_____	$_____
3)	50 SY	Concrete Pedestrian Access Ramp Repair, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P3)	$_____	$_____
4)	250 SY	4" Concrete Sidewalk Repair, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P4)	$_____	$_____
5)	7,500 SY	2" Type D HMAC Asphalt Pavement Repair (PG70-22), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P5)	$_____	$_____
6)	1,500 GAL	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P6)	$_____	$_____
7)	7,700 SY	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P7)	$_____	$_____
Total Paving Items 1-7		$_____		

Bid Price For:	
1. Miscellaneous Items	$_____
2. Demolition Items	$_____
3. Water Items	$_____
4. Wastewater Items	$_____
5. Paving Items	$_____
Total Price	$_____

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

_____dollars

and _____ cents total.

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

Bidder agrees to substantially complete all work within _300_ calendar days after receipt of notice to proceed.

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

_____ _____dollars

and _____ cents total. ($_____)

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

_____

Name of Contractor

_____

Submitted By Print Name and Title

_____

Mailing Address

_____

City State Zip

Thomason Drive Water Main Replacement Utility Bond Project
Pre-Bid Teleconference Meeting Agenda
Project No. BPU18-04
April 15, 2020; 3:00 PM

Teleconference Call In Number: (866) 528-2256
Access Code: 4450719

Discussion Items

1. Sign-In Sheet
   - Please email jferguson@midlandtexas.gov if you plan to attend the teleconference so your name and contact information can be added to the attendance roll and to ensure you receive a copy of the Addendum following the pre-bid teleconference meeting.

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 main improvements, wastewater main improvements, sidewalk improvements, pavement improvements, and appurtenances as well as all equipment, labor, materials, etc. necessary to complete the work outlines in the Construction Drawings and Specifications, and to satisfactorily complete the work.
   - In general this project involves replacing an existing 8” water main with a new 8” water main under pavement.

4. Bid Process
   - Pre-Bid Meeting Teleconference attendance is non-mandatory to bid on this project.
   - ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting Teleconference must be submitted via email to the following email address: jferguson@midlandtexas.gov
   - Addendum distributed by email the Friday afternoon following the Pre-Bid Meeting.
     - The deadline to ask or send questions for the addendum is this Friday, April 17, 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.
   - ATTENTION: Due to the Coronavirus (COVID-19) pandemic, the City of Midland’s City Hall is closed to the Public. All bidders are encouraged to mail bid packets to one of the

addresses below rather than delivering them in person in the interests of maintaining social distancing:

<u>USPS Mailing Address:</u>
City of Midland, Texas
Attn: City Secretary's Office
P O Box 1152
Midland, TX 79702

– OR –

<u>Physical Address for mail carriers other than USPS:</u>
City of Midland, Texas
Attn: City Secretary's Office
300 North Loraine St, Suite 330
Midland, TX 79701

If bid packets are delivered in person then bidders must make arrangements in advance to drop the bid packets off at the north doors of City Hall before the bid opening deadline, and social distancing measures will be maintained for the health of all parties involved.

- Bid Opening is Monday, April 27, 2020 at 2:00 PM in the City Hall Council Chamber located on the 1st Floor of Midland's City Hall.
  - ATTENTION: The public bid opening will be shown via the City Council Meeting live feed in order to maintain social distancing due to COVID-19. This can be accessed from the following web address at the time of the bid opening: http://www.midlandtexas.gov/600/Watch-Council-Meetings
  - No late bids will be accepted.
  - Bidders must be willing to sign the contract as is.
  - Bidders must complete the conflict of interest forms if applicable.
  - Bidders must fill out all bid items in the Proposal. If bid items are left blank then the bid will be considered non-responsive.
  - Bidders have sole responsibility for making sure they have and acknowledge all addendums provided. If all acknowledgement forms are not included with the bid packet submittal then the bid will be considered non-responsive.

5. Notice to Proceed
   - Date of Notice to Proceed to be determined at the Pre-Construction Meeting.
   - Pre-Construction Meeting date will be set after the 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 of work completed only. No payment for material delivery.
   - 5% retainage until project completion, acceptance, and final payment.

7. Project Schedule
   - City Inspector must 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
   - 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 Traffic Control for this project.
- There is a one (1) calendar year warranty period on this project. This includes all infrastructure installed.

9. Additional Information, Clarifications, and Corrections
    - At least one travel lane in each direction must be maintained at all times on Thomason Drive.
    - No cost estimate will be provided for this project. Bidders are directed to obtain their bid bond based on the value of the bid they submit.
    - Bidders are directed to bid the item quantities listed in the Bid Packet's Proposal, not the quantities listed in the design drawings.
    - The Proposal, Paving Bid Item #7, Flowable Fill / 2-Sack Backfill quantity is incorrect and will be corrected with the addendum to reflect the need for flowable fill backfill along the entire length of the water main trench repair and matching the pavement repair area quantity.
    - It is possible that the Thomason Drive paving bond project may start construction activity while this utility bond project is still in progress. If this occurs the utility construction activity and utility contractor will have precedence on the job site, and the paving project construction activity will be restricted to locations that do not interfere with the utility construction operations.

10. Any Additional Questions?

Please direct all questions or comments following the Pre-Bid Meeting to Josh Ferguson with the City of Midland.

Engineering Services

Josh Ferguson
Office Phone: (432) 685-7290
Cell Phone: (432) 241-5078
Email: jferguson@midlandtexas.gov

Pre-Bid Teleconference Meeting Attendance

BPU18-04

Thomason Drive Water Main Replacement Utility Bond Project

Date: 04-15-2020 - 3:00 PM

☑	Name *(Please Print)*	Company Name *(Please Print)*	Phone Number	Fax Number	Email
√	Josh Ferguson	City of Midland	(432) 241-5078		jferguson@midlandtexas.gov
√	Matt Carr	City of Midland			mcarr@midlandtexas.gov
√	Cory Moose	City of Midland			cmoose@midlandtexas.gov
√	Bobby Wojciechowski	City of Midland			bwojciechowski@midlandtexas.gov
√	Taha Sakrani	City of Midland			tsakrani@midlandtexas.gov
√	Jesus Perez	City of Midland			jperez@midlandtexas.gov
√	Erika Martinez	City of Midland			emunoz@midlandtexas.gov
√	Josette Dobbins	City of Midland			jdobbins@midlandtexas.gov
√	Andrew Mellen	Maverick Engineering	(432) 262-0999		amellen@maverick-eng.com
√	Andrew Hicks	Maverick Engineering	(432) 262-0999		ahicks@maverick-eng.com
√	Taylor Kennedy	Garney Construction	(816) 741-4600		tkennedy@garney.com
√	Edgardo Madrid	Edgardo Madrid & Assoc.	(432) 940-9683		edgardo.madrid@ymail.com
√	David Waldrop	Scott Thane Ditching	(432) 367-7610		david@sthaneinc.com
√	Greg Boler	Boler Equipment	(432) 694-0660		greg@boler.net
√	Emily Ford	Boler Equipment	(432) 694-0660		emily@boler.net
√	David Chandler	Red Deer	(432) 466-9122		david@reddeerconstructiontx.com
√	Trey Chandler	Red Deer	(432) 556-9768		trey@reddeerconstructiontx.com
√	Eric Clutter	TEC			eclutter@tecexcavation.com
√	Jephte 'JJ' Flores	FC Traffic Control	(806) 576-6722		jephtef@fc-traffic.com

MIDLAND
Engineering Services

ADDENDUM #02
Project Number BPU18-04

TO ALL BIDDERS ON THE SUBJECT BID: **Thomason Drive Water Main Replacement Utility Bond Project**

ADDENDUM #02

DATE: April 23, 2020

1. Q/A and Clarification
2. Revised Proposal
3. Revised Pay Notes

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

All other terms and conditions shall remain the same.

EDGARDO MADRID & ASSOCIATES, LLC
Company Name

Bidder Authorized Signature

4/24/20
Date

EDGARDO MADRID
Please Print Above Name

(432) 940-9683
Phone

Thomason Drive Water Main Replacement Utility Bond Project
Project Number BPU18-04

Q/A and Clarification

After Addendum 01 was issued the following questions were raised by one or more bidders. Below is a list of the questions along with the answers and clarifications.

Clarification: All information and answers provided in Addendum 01 remain in effect unless specifically addressed in Addendum 02. Both Addendum 01 and Addendum 02 must be acknowledged as part of any bid submittal packet for the bid submittal to be considered complete, otherwise the bid will be deemed non-responsive.

Clarification: There is no change to the bid opening deadline.

Clarification: The Proposal section of the bid packet has been revised, specifically correcting Water Item #1 to refer to 16" AWWA C-900 DR-18 PVC Pipe Casing rather than 16" Steel Pipe Casing. No change was made to the bid item quantity. The revised version of the Proposal is attached to this Addendum 02. Bidders are to remove any previous versions of the Proposal section in their entirety and replace them with the attached revision.

Clarification: The Proposal section of the bid packet has been revised, specifically correcting Water Item #10 to refer to Dresser Coupling rather than Anchor Coupling / Foster Adaptor. No change was made to the bid item quantity. The revised version of the Proposal is attached to this Addendum 02. Bidders are to remove any previous versions of the Proposal section in their entirety and replace them with the attached revision.

Clarification: The Pay Notes section of the bid packet has been revised, specifically correcting Water Item #1 to refer to 16" AWWA C-900 DR-18 PVC Pipe Casing rather than 16" Steel Pipe Casing. Pay Note W1 was unchanged. The revised version of the Pay Notes is attached to this Addendum 02. Bidders are to remove any previous versions of the Pay Notes section in their entirety and replace them with the attached revision.

Clarification: The Pay Notes section of the bid packet has been revised, specifically correcting Water Item #10 and Pay Note W6 to refer to Dresser Coupling rather than Anchor Coupling / Foster Adaptor. The revised version of the Pay Notes is attached to this Addendum 02. Bidders are to remove any previous versions of the Pay Notes section in their entirety and replace them with the attached revision.

Question: We plan to submit a hard copy bid per the instructions in the Bid Packet, but are requesting acceptance of printed signatures in the bid form. Our companies authorized representatives live in the DFW & Kansas City Areas and are all working from home, so it has been more difficult to get their signatures in ink and then mailed to our team here in Midland. Thus, would it be acceptable for the Authorized

Signatures to be printed and not in fresh ink? Everything else on the bid form will be fresh ink and filled out here in Midland.

Answer: No. The City cannot accept bids electronically as previously stated in Addendum 01, and therefore printed or electronic signatures on the bid documents also cannot be accepted.

Question: Water bid item #1 calls for 16" steel casing pipe. The plan sheets, water note #9 calls for 16" pvc pipe. What type of casing pipe is required?

Answer: Proposal and Pay Notes revised as described in clarifications above.

Question: Water Bid Item 10: Calls for 45 Anchor Coupling / Foster Adapter I did not find any anchor couplings or foster adapters indicated on the plans, I did find 30 Dresser style couplings 4"-3 / 6" -18 / 8" -1 / 12" -8 to connect to existing mains. Can you clarify what is needed as anchor couplings and how, where the Foster Adapters are to be used?

Answer: Proposal and Pay Notes revised as described in clarifications above.

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: Thomason Drive Water Main Replacement Utility Bond Project

Project Number: BPU18-04

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	10 MO	Mobilization, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M1)	$_____	$_____
2)	10 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M2)	$_____	$_____
3)	10 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M3)	$_____	$_____
4)	10 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M4)	$_____	$_____
5)	N/A	Material Mark-up, complete and in place, for the sum of: _____percent. (Pay Note M5)	%_____	$_N/A_____

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
6)	N/A	Labor Mark-up (regular work hours), complete and in place, for the sum of: _____percent. (Pay Note M6)	%_____	$_N/A_____
7)	N/A	Equipment Rental Mark-up (non-standard equipment only), complete and in place, for the sum of: _____percent. (Pay Note M7)	%_____	$_N/A_____
Total Miscellaneous Items 1-7		$_____		

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	2,860 LF	Removal & Disposal of Existing Water Mains, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D1)	$_____	$_____
2)	360 LF	Removal & Disposal of Existing Wastewater Mains, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D1)	$_____	$_____
3)	150 CY	Flowable Fill for Existing Utility Mains Abandoned In Place, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per cubic yard. (Pay Note D2)	$_____	$_____
4)	11 EA	Removal & Disposal of Existing Fire Hydrant Assembly, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note D3)	$_____	$_____
5)	7,500 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D4)	$_____	$_____
6)	600 LF	Removal & Dispose of Existing Concrete Curb & Gutter, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D5)	$_____	$_____
7)	250 SY	Removal & Disposal of Existing Concrete Sidewalk & Ramps, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D6)	$_____	$_____
Total Demolition Items 1-7		$_____		

Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	240 LF	16" AWWA C-900 DR-18 PVC Pipe Casing, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note W1)	$_____	$_____
2)	460 LF	12" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note W2)	$_____	$_____
3)	13,700 LF	8" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note W2)	$_____	$_____
4)	720 LF	6" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note W2)	$_____	$_____
5)	8 EA	12" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W3)	$_____	$_____
6)	56 EA	8" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W3)	$_____	$_____
7)	25 EA	6" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W3)	$_____	$_____
8)	27 EA	Fire Hydrant Assembly, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W4)	$_____	$_____

Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
9)	8,000 LB	Ductile Iron Fittings, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per pound. (Pay Note W5)	$_____	$_____
10)	45 EA	Dresser Coupling, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W6)	$_____	$_____
11)	164 EA	8"x1" Tapping Saddle for water service connection, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W7)	$_____	$_____
12)	164 EA	1" Water Service Connection, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W8)	$_____	$_____
13)	9,800 LF	1" Water Service Lateral, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note W9)	$_____	$_____
14)	164 EA	Water Meter & Meter Box, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W10)	$_____	$_____
15)	14,880 LF	Open Trenching of Water Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note W11)	$_____	$_____
Total Water Items 1-15		$_____		

Wastewater Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	260 LF	8" SDR 26 ASTM D2241, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note WW1)	$_____	$_____
2)	120 LF	6" SDR 26 ASTM D2241, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note WW1)	$_____	$_____
3)	4 EA	Connection to Existing Manhole, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note WW2)	$_____	$_____
4)	380 LF	Open Trenching of Wastewater Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note WW3)	$_____	$_____
Total Wastewater Items 1-4		$_____		

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	50 SY	6" Concrete Pavement Repair, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P1)	$_____	$_____
2)	600 LF	Concrete Curb & Gutter Repair, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P2)	$_____	$_____
3)	50 SY	Concrete Pedestrian Access Ramp Repair, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P3)	$_____	$_____
4)	250 SY	4" Concrete Sidewalk Repair, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P4)	$_____	$_____
5)	7,500 SY	2" Type D HMAC Asphalt Pavement Repair (PG70-22), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P5)	$_____	$_____
6)	1,500 GAL	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P6)	$_____	$_____
7)	7,700 SY	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P7)	$_____	$_____
Total Paving Items 1-7		$_____		

Bid Price For:	
1. Miscellaneous Items	$_____
2. Demolition Items	$_____
3. Water Items	$_____
4. Wastewater Items	$_____
5. Paving Items	$_____
Total Price	$_____

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

_____dollars

and _____ cents total.

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

Bidder agrees to substantially complete all work within _300_ calendar days after receipt of notice to proceed.

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

_____ _____dollars

and _____ cents total. ($_____)

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

_____

Name of Contractor

_____

Submitted By Print Name and Title

_____

Mailing Address

_____

City State Zip

PAY NOTES

Thomason Drive Water Main Replacement Utility Bond Project

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Erosion/Sediment Control	M2
3	Traffic Control	M3
4	Job Site Safety	M4
5	Material Mark-up	M5
6	Labor Mark-up	M6
7	Equipment Rental Mark-up	M7
Demolition Items		
1	Removal & Disposal of Existing Water Mains	D1
2	Removal & Disposal of Existing Wastewater Mains	D1
3	Flowable Fill for Existing Utility Mains Abandoned in Place	D2
4	Removal & Disposal of Existing Fire Hydrant Assembly	D3
5	Removal & Disposal of Existing Unclassified Pavement	D4
6	Removal & Disposal of Existing Concrete Curb & Gutter	D5
7	Removal & Disposal of Existing Concrete Sidewalk & Ramps	D6
Water Items		
1	16" AWWA C-900 DR-18 PVC Pipe Casing	W1
2	12" 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	12" Gate Valve & Box (MJxMJ/FL)	W3
6	8" Gate Valve & Box (MJxMJ/FL)	W3
7	6" Gate Valve & Box (MJxMJ/FL)	W3
8	Fire Hydrant Assembly	W4
9	Ductile Iron Fittings	W5
10	Dresser Coupling	W6
11	8"x1" Tapping Saddle	W7
12	1" Water Service Connection	W8
13	1" Water Service Lateral	W9
14	Water Meter & Meter Box	W10
15	Open Trenching of Water Main	W11
Wastewater Items		
1	8" SDR 26 ASTM D2241, PVC	WW1
2	6" SDR 26 ASTM D2241, PVC	WW1
3	Connect To Existing Manhole	WW2
4	Open Trenching of Wastewater Main	WW3
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 to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per month.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSABILITY OF THE CONTRACTOR. Measurement and payment to be made per month.

M4 Includes the necessary equipment, labor, materials, and incidentals to implement the Traffic Control per the approved Traffic Control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per each month.

M5 Includes the Material Mark-up for materials and material sizes (pipe, valve, manhole, etc.) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the material in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the material cost from the supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any material. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M6 Includes the Labor Mark-up 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.

M7 Includes the Equipment Rental Mark-up (non-standard equipment only) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards 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 Fire Hydrant Assembly per the construction drawings and City of Midland standards and specifications. Fire hydrant assemblies are to be returned to the City Utility Maintenance Department unless otherwise directed by the Engineer of Record or their representative. This includes removal and disposal of all structures, fittings, pipes, and appurtenances. Measurement and payment to be per each fire hydrant assembly removed.

D4 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.

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

D6 Includes the necessary equipment, labor, materials, and incidentals 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 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.

W5 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.

W6 Includes the necessary equipment, labor, materials, and incidentals for the installation of a 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.

W7 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.

W8 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.

W9 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.

W10 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.

W11 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 to Connect to Existing Manhole 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.

WW3 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.

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.

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 Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: **May 12, 2020**

TO: **CITY COUNCIL/CITY MANAGER**

FROM: **Midland Development Corporation**

SUBJECT: **Motion authorizing the execution of a memorandum of understanding between the Midland Development Corporation and the City of Midland; said memorandum of understanding to provide for the marketing of certain City-owned real property located at the Midland International Air & Space Port.**

Purpose:
The Board of Directors of the Midland Development Corporation approved at a regular meeting on March 16, 2020 a resolution authorizing the execution of a memorandum of understanding between the Midland Development Corporation and the City of Midland; said memorandum of understanding to provide for the marketing of certain City-owned real property located at the Midland International Air & Space Port.

Recommended City Council Action

X Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

$0.00

Discussion:
This memorandum of understanding provides a legal framework for the MDC to seek tenants for the remaining land at the Spaceport Business Park, which the City of Midland owns. AST & Science and Kepler Aerospace are the first two tenants, and the MDC will continue its marketing efforts to attract additional general business and aerospace business tenants.

Memorandum of Understanding
City of Midland, Texas
and
Midland Development Corporation

This Memorandum of Understanding (hereinafter referred to as the "*MOU*") is entered into by and between the City of Midland, Texas, a Texas Home-Rule Municipal Corporation ("*City*") and the Midland Development Corporation, a Type A corporation pursuant to Chapter 504 of the Texas Local Government Code ("*MDC*"). City and MDC are hereinafter jointly referred to as "the Parties."

WHEREAS, City owns certain real property located in and around Block 13, Industrial Park Regional Air Terminal, Midland, Midland County, Texas (the "*Property*"); and

WHEREAS, MDC has successfully attracted tenants to the Property for the purpose of furthering the development of the Spaceport Business Park; and

WHEREAS, City and MDC desire to provide for a framework for the Parties' continued participation in furthering development of the Spaceport Business Park and the Property;

NOW, THEREFORE, City and CITY agree as follows:

A. **Purpose:** The purpose of this MOU is to provide the Parties with the necessary framework and guidance for the marketing of the Property to prospective tenants. The activities contemplated herein shall be considered to be in the best interests of the Parties and the benefit to each shall be considered suitable consideration. Prospective tenants shall include, but not be limited to, commercial and aeronautical/aerospace businesses.

B. **General Principals of Understanding:** The Parties expressly understand and agree to the following:

1. MDC Activities: MDC shall use commercially reasonable efforts to market and advertise (or provide for the marketing and advertising of) the Property for the purpose of attracting new tenants. MDC's marketing and advertising activities shall consist of, but not be limited to, the following:

    a. Media advertising;
    b. Direct outreach;
    c. Tours of the Property; and
    d. Trade show attendance.

2. Property Access: In the event that MDC needs access to the Property to provide any services under this MOU, MDC shall notify City's Director of Airports and make appropriate accommodations in a reasonable and timely manner.

Exhibit A

3. Reporting: MDC shall keep City's Director of Airports and City Manager informed of all activities regarding the Property from time to time and in a manner reasonably acceptable to MDC and City.

4. Term: This MOU shall be effective from March 25, 2020, to September 30, 2020 (the "*Initial Term*"). Following the Initial Term, this MOU shall automatically renew for a term of one (1) year (a "*Renewal Term*") upon the mutual-written consent of MDC's Executive Director and the City's Director of Airports. This MOU may be renewed for a total of five (5) Renewal Terms.

5. Termination: This MOU may be terminated at will upon thirty (30) days' advance-written notice by either Party.

6. Notices: All written notifications required under this MOU may be sent by U.S. mail or email, as deemed appropriate and acceptable by the Parties.

7. Funding: Funding for all MDC activities and services contemplated by this MOU shall be provided from MDC's operating budget as approved by the MDC board and City Council. Nothing in this MOU shall be construed or interpreted to obligate any City funds to support MDC's activities hereunder.

C. General Terms:

1. Modification: This MOU may be modified, in whole or in part, by the mutual written agreement of the Parties at any time during the term of the MOU.

2. Public Information Coordination: Public disclosure of information related to, and activities conducted under, this MOU shall be subject to the Freedom of Information Act (5 U.S.C. § 552) and the Texas Public Information Act (Tex. Gov't Code § 552.001 *et seq.*). Prior to disclosure of any requested information, the Parties shall consult with each other regarding any such proposed disclosure.

3. No Third-Party Beneficiary: The Parties' approval of the MOU does not create a third-party beneficiary. There is no third-party beneficiary to this MOU. No person or entity who is not a party to this MOU shall be considered a third-party beneficiary or have any rights hereunder.

4. Legal Relationship: The Parties are not, and shall not be considered as, joint venturers, partners, or agents of each other; and neither shall have the power to bind nor obligate the other, except as set forth in this MOU. The Parties agree not to represent to anyone that they are agents of one another or have any authority to act on behalf of one another. It is mutually understood and agreed that nothing in this MOU is intended or shall be construed as in any way creating or establishing any partnership, joint venture, or agency between MDC and City. Further, it is specifically understood and agreed that nothing in this MOU 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.

5. Entire Agreement: This MOU constitutes the entire agreement between the Parties and shall not be explained, modified, or contradicted by any prior or contemporaneous negotiations, representations, or agreements, either written or oral. Only a subsequent, written agreement can modify this MOU.

6. Consideration: The Parties hereby agree and acknowledge that this MOU is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties.

This Memorandum of Understanding is entered into on this _____ day of _____, 2020.

CITY OF MIDLAND, TEXAS

_____
Courtney Sharp, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

MIDLAND DEVELOPMENT CORPORATION

_____
_____, Chairman

ATTEST:

_____
_____, Secretary

City Council Agenda

Approved for Agenda:
mwilliams
City Manager's Office

MEETING DATE: 5/12/2020

TO: City Council / City Manager

FROM: Mark Widmann,

SUBJECT: Consider a resolution implementing a Voluntary Early Retirement Incentive Program (VERIP) for eligible City of Midland employees. The maximum number of employee participants shall be twenty (20).

Purpose:

The purpose of the Voluntary Early Retirement Incentive Plan is to provide an incentive for eligible employees to volunteer to retire from the City's employment. The Voluntary Early Retirement Incentive Plan is a one-time opportunity for eligible employees to apply for separation and enter retirement at an earlier date than might otherwise have been planned.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

	20-Particpants
3-month Salary	$ 416,234.40
Vacation Leave Payout	$ 305,395.98
FICA, Medicare and TMRS	$ 158,542.19
Sick Leave Payout (50% of Balance)-RRA	$ 287,645.99
Health Insurance 50% Premium Contributes 6 months	$ 96,660.00
Total Cost	**$1,264,478.56**

Discussion:

The City of Midland is confronted with fiscal constraints and is undertaking organizational reviews to optimize the efficiency of operational functions. One response to these challenges is the adoption of the Voluntary Early Retirement Incentive Plan (VERIP) for qualified employees. The maximum number of employee participants shall be twenty (20).

Eligible employees will receive the benefits listed below in exchange for agreeing to separation on or before August 8, 2020 and signing a Separation Agreement.
The participants will receive the following benefits:

1. Three months of regular monthly base salary payable the first day of the month starting September 1, 2020.
2. Accrued vacation leave.
3. Total value of 50% of accrued sick leave deposited into a Retiree Medical Reimbursement Account which may be used to reimburse out of pocket medical expenses on a tax-free basis as authorized by the United States tax code.
4. If participant elects the retiree health insurance shall receive 50% credit of the monthly standard premium contribution for the first 6 months, and standard retiree contributions thereafter.

Application period begins on May 13, 2020 and ends May 27, 2020, applications shall be reviewed and approved by Department Director, Assistant City Managers, and the City Manager has final approval. Administrative Services shall review application to confirm employee's eligible. Applicants shall receive final approval on or before June 12, 2020 and will have 21 days to review and accept the Separation Agreement. The benefits shall commence on September 1, 2020.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ADOPTION OF THE 2020 VOLUNTARY EMPLOYEE RETIREMENT INCENTIVE PROGRAM; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTION NECESSARY FOR THE IMPLEMENTATION OF THE PROGRAM; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL ASSOCIATED DOCUMENTS AND AGREEMENTS

WHEREAS, the City Council finds it to be in the public interest to authorize the adoption of the 2020 Voluntary Employee Retirement Incentive Program ("*VERIP*"); and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to take all action necessary for the implementation of the VERIP; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to execute all associated VERIP documents and agreements;

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

SECTION ONE. That the 2020 Voluntary Employee Retirement Incentive Program is hereby adopted and approved.

SECTION TWO. That the City Manager is hereby authorized and directed to take all action necessary for the implementation of the 2020 Voluntary Employee Retirement Incentive Program.

SECTION THREE. That the City Manager is hereby authorized and directed to execute, on behalf of the City, all associated 2020 Voluntary Employee Retirement Incentive Program documents and agreements.

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

SEPARATION AND RELEASE AGREEMENT

THIS SEPARATION AND RELEASE AGREEMENT ("*Agreement*") is effective as of _____, 2020 ("*Effective Date*"), by and between the CITY OF MIDLAND, TEXAS ("*City*") and _____ ("*Employee*").

THIS AGREEMENT CONTAINS A TOTAL AND COMPLETE RELEASE AND WAIVER OF YOUR RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT AS WELL AS OTHER FEDERAL, STATE AND LOCAL LAWS PROTECTING EMPLOYEE RIGHTS. IF YOU SIGN THIS AGREEMENT, YOU ARE WAIVING ALL OF YOUR RIGHTS TO ASSERT ANY CLAIMS UNDER THESE LAWS. PLEASE READ THIS AGREEMENT CAREFULLY AND, IF YOU WISH, SEEK THE ADVICE OF AN ATTORNEY REGARDING THE LEGAL EFFECT OF SIGNING THIS AGREEMENT.

1. Resignation. City and Employee acknowledge and agree that: (a) Employee submitted an application to participate in City's Voluntary Early Retirement Incentive Program ("*VERIP*"), (b) City approved Employee's VERIP application, and (c) Employee's employment with City terminates at 5:00 p.m. on the Effective Date as a result of Employee's voluntary and irrevocable resignation. Employee's VERIP application is attached hereto as **Exhibit A** and incorporated herein for all purposes.

2. Consideration to Employee. If Employee executes this Agreement during the Review Period (as defined in Section 4), and provided Employee does not revoke this Agreement during the Revocation Period (as defined in Section 4), then City agrees to pay, and Employee agrees to accept, severance payments ("*Severance Payments*") in the total amount of **$_____**, as detailed below:

a. **$_____**, as three (3) months' base salary and longevity pay, to be paid over three (3) consecutive months on the first day of each month commencing on _____ 1, 2020; and

b. **$_____**, for Employee's accrued, unused vacation leave, to be paid in a single lump sum on _____ 1, 2020.

The Severance Payments shall become due and payable by City to Employee as set forth above, provided Employee executes and delivers this Agreement to City during the Review Period and Employee does not revoke this Agreement during the Revocation Period.

In addition to the consideration described in Section 2.a-b, City shall deposit an amount equal to fifty percent (50%) of the total value of Employee's accrued, unused sick leave into a retiree medical reimbursement account, which may be used for out-of-pocket medical expenses. The amount deposited by City shall be based on Employee's annual base salary as of the Effective Date.

As additional consideration, if Employee elects health insurance coverage through City's retirement health care plan, City shall contribute an amount equal to fifty percent (50%) of Employee's insurance premium on behalf of Employee for a period of six (6) months; City shall provide standard retiree contributions after such six-month period. If Employee discontinues coverage through City's retirement health care plan within twelve (12) months following the Effective Date, City shall discontinue contributions.

The Severance Payments shall be subject to deductions for retirement plan contributions, federal income tax withholding, contributions under the Federal Insurance Contributions Act, and all other applicable deductions. The Severance Payments shall be made by direct deposit to Employee's bank account on file with City. If Employee does not have a direct deposit bank account, the Severance Payments shall be mailed to the Employee's address on file with City.

3. FULL, FINAL & COMPLETE RELEASE. IN CONSIDERATION OF CITY'S AGREEMENT TO PAY THE SUMS SET OUT IN SECTION 2, EMPLOYEE AGREES NOT TO INSTITUTE OR HAVE INSTITUTED ON EMPLOYEE'S BEHALF CLAIMS, CAUSES OF ACTION OR LAWSUITS OF ANY NATURE AGAINST CITY, ITS EMPLOYEES, COUNCIL MEMBERS, OFFICIALS, OR AGENTS, EITHER INDIVIDUALLY OR IN THEIR OFFICIAL CAPACITY, WITH RESPECT TO ANY VIOLATIONS OF FEDERAL OR STATE LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS, CAUSES OF ACTIONS OR SUITS WHICH MIGHT HAVE BEEN ALLEGED AS A RESULT OF EVENTS OCCURRING DURING EMPLOYEE'S EMPLOYMENT WITH CITY, INCLUDING BUT NOT LIMITED TO, EVENTS RELATED TO EMPLOYEE'S RESIGNATION FROM EMPLOYMENT WITH CITY.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EMPLOYEE FOR EMPLOYEE AND EMPLOYEE'S HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND LEGAL REPRESENTATIVES HEREBY FULLY, FINALLY AND COMPLETELY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, ITS EMPLOYEES, COUNCIL MEMBERS, OFFICIALS, AND AGENTS, BOTH INDIVIDUALLY AND IN THEIR OFFICIAL CAPACITY, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, CAUSES OF ACTION OR SUITS OF ANY KIND WHATSOEVER WHICH EMPLOYEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO COMPENSATORY DAMAGES (INCLUDING, BUT NOT LIMITED TO, BACK PAY, FRONT PAY, OVERTIME PAY, OR LOST FUTURE EMPLOYMENT BENEFITS), PUNITIVE DAMAGES, BREACH OF CONTRACT, QUANTUM MERUIT, TORT CLAIMS, CITY'S NEGLIGENCE, ATTORNEY FEES, COURT COSTS, MENTAL PAIN AND ANGUISH, DAMAGE TO REPUTATION, SLANDER, DEFAMATION, OR OTHER PERSONAL INJURY, ALL CLAIMS ARISING FROM COMMON LAW, THE UNITED STATES AND TEXAS CONSTITUTIONS, FEDERAL OR STATE LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO, THE AGE DISCRIMINATION IN EMPLOYMENT ACT, AS AMENDED, THE OLDER WORKERS BENEFITS PROTECTION ACT, AS AMENDED, THE FAIR LABOR STANDARDS ACT, AS AMENDED, THE CIVIL RIGHTS ACT OF 1991, AS

AMENDED, TEXAS LABOR CODE § 451.001 ET SEQ., THE AMERICANS WITH DISABILITIES ACT, AS AMENDED, AND ANY AND ALL SIMILAR FEDERAL OR TEXAS STATUTES WHICH PROHIBIT DISCRIMINATION ON THE BASIS OF RACE, GENDER, AGE, NATIONAL ORIGIN, DISABILITY, OR RELATE TO THE PAYMENT OF OVERTIME, AND TEXAS GOVERNMENT CODE § 554.001 ET SEQ.

EMPLOYEE AND CITY ACKNOWLEDGE THAT THIS AGREEMENT DOES NOT PROHIBIT EMPLOYEE OR ANY THIRD PARTY FROM FILING A COMPLAINT OF ALLEGED DISCRIMINATION WITH THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, THE TEXAS HUMAN RIGHTS COMMISSION, OR THE TEXAS WORKFORCE COMMISSION BUT DOES, HOWEVER, BAR EMPLOYEE AND EMPLOYEE'S HEIRS, EXECUTORS, LEGAL REPRESENTATIVES, AND ASSIGNS FROM RECEIVING ANY RECOVERY OF ANY NATURE, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES, RESULTING DIRECTLY OR INDIRECTLY FROM THE FILING OF SUCH COMPLAINT.

4. ADEA RELEASE. Employee hereby represents and agrees that Employee knowingly and voluntarily enters into this Agreement with the purpose of waiving and releasing any and all claims under the Age Discrimination in Employment Act of 1967 ("*ADEA*"), as amended, and the Older Workers Benefit Protection Act ("*OWBPA*"), as amended, as set forth in Section 3, and as such, Employee acknowledges and agrees that:

a. this Agreement is worded in an understandable way;

b. any rights or claims arising under the ADEA and OWBPA are waived;

c. claims under the ADEA and OWBPA that may arise after the date of this Agreement are not waived;

d. the rights and claims waived in this Agreement are in exchange for additional consideration over and above anything to which Employee was already entitled;

e. Employee has been advised in writing to consult with an attorney prior to executing this Agreement, and has had an opportunity to do so; and

f. Employee has been given a period of time, twenty-one (21) days, if desired, to consider this Agreement (the "*Review Period*"), and understands that Employee may revoke Employee's waiver and release of any ADEA (age discrimination) or OWBPA claims covered by this Agreement in the seven (7) day period following Employee's execution of this Agreement (the "*Revocation Period*").

5. Taxes. City and Employee shall report, as may be required by law for income tax purposes, their respective payment(s) and receipt of payment(s) hereunder. Each party shall bear

its respective tax liabilities, if any, arising from this Agreement. Employee acknowledges and agrees that City has made no representations to Employee regarding the tax consequences of any amount received by Employee pursuant to the terms of this Agreement. Employee represents and warrants to City that Employee has made an independent evaluation of the claims released and consequences, including tax consequences, of this Agreement and has not relied on any representation by City in this regard except as may be set forth in this Agreement.

6. No Liability. It is expressly agreed and understood by Employee that this Agreement is not in any form or fashion an admission of any liability on the part of City, or any of City's employees, council members, officials, or agents.

7. Entire Agreement. This Agreement embodies the complete agreement of the parties and supersedes all prior oral and written agreements between the parties relating to the subject matter of this Agreement. This Agreement cannot be changed, modified or amended, in whole or in part, without a written agreement of the parties.

8. Knowing & Voluntary. Employee represents and warrants that Employee enters into this Agreement, both knowingly and voluntarily, in exchange for the good and valuable consideration heretofore recited and not based on any representations or statements of any kind by City or any of City's employees, council members, officials, or agents.

9. Use. Employee further understands and agrees that this Agreement shall not be used as evidence against City, its employees, council members, officials, or agents in either their individual or official capacity, as to any actions occurring on or prior to the Effective Date of this Agreement.

10. Venue; Governing Law. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The sole, exclusive, and mandatory venue for any claims, suits, disputes or any other action arising from, relating to or concerning in any way 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.

11. Legal Construction. If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12. Consideration. City and Employee agree this Agreement is supported by good and valuable consideration, the receipt and sufficiency of which is acknowledged by each party hereto.

13. Public Record. Employee acknowledges and agrees that this Agreement is subject to the provisions of the Texas Public Information Act.

14. Additional Terms. The parties agree that: (a) the terms of this Agreement are to the mutual benefit of the parties, (b) Employee was neither asked to resign nor resigned in lieu of termination and neither party shall make any representation or assert any claim to the contrary, and (c) Employee is eligible for rehire. If Employee applies for unemployment benefits with the Texas Workforce Commission, then City agrees not to contest such application or appeal an award of such benefits.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

EMPLOYEE

Sign: _____

Print: _____

Date: _____

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ day of _____ 2020.

_____
Notary Public, State of Texas
CITY OF MIDLAND, TEXAS

By:_____
Courtney Sharp, City Manager

Date:_____

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared COURTNEY SHARP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ day of _____ 2020.

_____
Notary Public, State of Texas

Voluntary Early Retirement Incentive Program (VERIP)

Background

The City of Midland is confronted with fiscal constraints and is undertaking organizational reviews to optimize the efficiency of operational functions. One response to these challenges is the adoption of the Voluntary Early Retirement Incentive Plan (VERIP) for certain qualified employees. The maximum number of employee participants shall be twenty (20).

General Description

The VERIP is a one-time opportunity for eligible employees to apply for separation and enter retirement at an earlier date. VERIP participants will be required to sign a Separation Agreement that contains a release of certain employment rights and potential claims. Participants shall have twenty-one (21) days to review the Separation Agreement. Following the voluntary separation from the City of Midland, VERIP participants will receive the benefits provided under the program.

Participation in the VERIP is voluntary. Applicants may revoke their application at any time up to seven (7) days after signing the Separation Agreement. Eligible employees who decline to participate or revoke an application to participate, will not be treated any differently than other similarly-situated employee.

Applications for the VERIP will be accepted for a limited period starting May 13, 2020 and ending at 5:00 p.m. on May 27, 2020.

Separations under the VERIP shall be effective on or before August 8, 2020, with a retirement date no later than November 30, 2020.

Eligibility

Full-time non-sworn employees are eligible to apply for the VERIP if they meet the retirement qualifications under Texas Municipal Retirement System (TMRS) or the Fireman's Retirement Relief Fund (FRRF) on or before June 15, 2020.

"Full-time" means the years of full-time regular service at the City of Midland. Service at another entity, whether it is affiliated with the City does not count in satisfying the above eligibility criteria.

VERIP Incentive Benefit

VERIP participants will receive the following benefits:

1. Three (3) months of regular monthly base salary, payable the first day of the month starting September 1, 2020 (standard mandated deductions apply);
2. The total value of one hundred percent (100%) of accrued vacation leave;

3. The total value of fifty percent (50%) of accrued sick leave as a deposit into a Retiree Medical Reimbursement Account that may be used to reimburse out-of-pocket medical expenses on a tax-free basis, as authorized by the United States Tax Code; and
4. If health insurance is elected, the total value of fifty percent (50%) credit of the retirees monthly standard premium contribution for the first six (6) months, and standard retiree contributions thereafter.

VERIP Application Procedure

Eligible employees shall be provided a copy of this plan, which includes a Separation Agreement, on or before June 15, 2020. Eligible employees may have up to twenty-one (21) days to review the Separation Agreement.

The application period for the VERIP begins on May 13, 2020 and ends on May 27, 2020. Applications submitted later than 5:00 p.m. on May 27, 2020, will not be considered. Applicants will be considered on a first-come/first-served basis.

To apply for the VERIP, an eligible employee must complete and submit an application form. Application forms will be made available in the Administrative Services Department at City Hall, Room 120 or on-line via COMETS.

Employees may revoke their application at any time up to seven (7) days after signing the Separation Agreement. To revoke an VERIP application, the employee must send a written notice of revocation to the Director of Administrative Services. On the eighth (8th) day after signing the Separation Agreement, the ERIP application is irrevocable.

As indicated above, separations under the VERIP will be effective August 8, 2020, with a retirement date of November 30, 2020.

VERIP applications will be reviewed on a first-come, first-serve basis and based on the following criteria:

1. How the employee's separation and the department's subsequent actions will meet the City's objectives; and
2. The position's funding source.

Following the review period, the employee will be notified if their application has been approved. Upon approval, applicants will be provided a Separation Agreement to review and sign.

Required Approvals

The City's Administrative Services Department will first review the VERIP application to confirm the employee's eligibility to participate. VERIP applications require the following approvals:

Initial Reviewer	Second Reviewer	Final Reviewer
Department Director	Assistant City Manager	City Manager

If the Initial Reviewer approves the application, then he or she is responsible for providing a statement demonstrating how the VERIP separation will meet the organizational objectives, including an explanation of how any planned replacement will also meet those objectives.

Final approval of the VERIP application is required by the City Manager's Office. Applicant shall receive final approval on or before June 12, 2020. Participation in the VERIP is subject to the above approvals and not a right.

Recovery of RMRA Payments Made in Error

Retiree Medical Reimbursement Account contributions made by mistake of fact or paid contrary to the terms of the VERIP plan shall be returned to the City by the separated employee.

Amendment and Termination

The City reserves the right to amend or terminate the VERIP at any time. Notwithstanding the foregoing, no amendment of VERIP shall reduce VERIP payments or other considerations once an VERIP Separation Agreement is fully executed.

Nondiscrimination Statement

The City of Midland will not engage in discrimination against any person because of age, color, disability, ethnicity, gender, gender identity, genetic information, marital status, national origin, race, religion, sexual orientation, or veteran status, and will comply with all federal and state nondiscrimination, equal employment laws and regulations.

City Council Agenda

Approved for Agenda:
rwpatrick
City Manager's Office

MEETING DATE: 5/12/2020

TO: City Council / City Manager

FROM: Isaac Garnett, Community Development Manager

SUBJECT: Hold a public hearing and consider a resolution authorizing the Mayor, City Manager, and City Attorney to accept and execute the Coronavirus Aid, Relief, and Economic Security (CARES) Act grant for the Community DI Block Grant in the amount of $570,875.00

Purpose:

Hold a public hearing and considers a resolution authoring the mayor, city manager, and city attorney to accept and execute the Coronavirus aid, relief, and economic security (CARES) ACT grant for the community development block grant in the amount of $570,875.00.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

No fiscal impact on city budget

Discussion:

The Community Development Block Grant funds are to be used to prevent, prepare for, and respond to the coronavirus
(COVID- 19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.Given the immediate needs faced by our communities, the Department has announced the first allocation of funds. the City of Midland jurisdiction's allocation is $570,875. Additionally, the CARES Act provides CDBG grantees with flexibilities that make it easier to use CDBG-CV grants and fiscal years 2019 and 2020 CDBG Grants for coronavirus response and authorizes HUD to grant waivers and alternative requirements.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR, CITY MANAGER, AND CITY ATTORNEY TO ACCEPT AND EXECUTE THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT GRANT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF $570,875.00

WHEREAS, the Department of Housing and Urban Development has offered the Community Development Block Grant a grant in the amount of $570,875.00 through the Coronavirus Aid Relief, and Economic Security (CARES) Act for the purpose of providing economic relief to eligible communities affected by the prevention/preparation for and response to the COVID-19 pandemic; and

WHEREAS, the grant funds shall be used to fund Community Development Block Grant programs; and

WHEREAS, the City Council finds it to be in the public interest to accept said grant;

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

THAT the Mayor, City Manager, and City Attorney are hereby authorized to execute the Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant, which shall be on file in the office of the City Secretary and referenced by the date and number of this Resolution, thereby accepting the estimated amount of $570,875.00 in funding.

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

_____
Jennifer Fung, Interim Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR, CITY MANAGER, AND CITY ATTORNEY TO ACCEPT AND EXECUTE THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT GRANT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF $570,875.00

WHEREAS, the Department of Housing and Urban Development has offered the Community Development Block Grant a grant in the amount of $570,875.00 through the Coronavirus Aid Relief, and Economic Security (CARES) Act for the purpose of providing economic relief to eligible communities affected by the prevention/preparation for and response to the COVID-19 pandemic; and

WHEREAS, the grant funds shall be used to fund Community Development Block Grant programs; and

WHEREAS, the City Council finds it to be in the public interest to accept said grant;

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

THAT the Mayor, City Manager, and City Attorney are hereby authorized to execute the Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant, which shall be on file in the office of the City Secretary and referenced by the date and number of this Resolution, thereby accepting the estimated amount of $570,875.00 in funding.

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

_____
Jennifer Fung, Interim Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City Council Agenda

Approved for Agenda:
rwpatrick
City Manager's Office

MEETING DATE: 5/12/2020

TO: City Council / City Manager

FROM: Michael Pacelli, City Traffic Engineer

SUBJECT: Consider a resolution authorizing the execution of a capital improvements development agreement with THF Midland Leased Housing Associates II, Limited Partnership for the construction of certain capital improvements related to the development of Riverbend Addition, City and County of Midland, Texas; and authorizing payment in the amount of $177,444.90; said agreement being authorized by Chapter 212 , Subchapter C, and Chapter 395, Subchapter B of the Texas Local Government Code.

Purpose:

Consider a resolution authorizing the execution of a capital improvements development agreement with THF Midland Leased Housing Associates II, Limited Partnership for the construction of certain capital improvements related to the development of Riverbend Addition, City and County of Midland, Texas; and authorizing payment in the amount of $177,444.90; said agreement being authorized by Chapter 212 , Subchapter C, and Chapter 395, Subchapter B of the Texas Local Government Code.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

$177,444.90 is available in the 2020 operating budget of the Water & Sewer Fund (300).

Discussion:

The developer of Riverbend Addition on the extension of Scharbauer Drive east of Fairgrounds Road is obligated by City Code to construct certain public roadway, water, and sewer improvements. Based on discussions and negotiations with City Staff, the Developer is planning to construct more than the minimum required water and sewer infrastructure.

The work included in this project benefits the City by providing additional water and sewer capacity in the area to accommodate future development, and also creates a loop for the water system that will reduce the need for flushing of dead end water lines in an existing residential neighborhood to the north of the project.

The improvements covered by the proposed agreement generally consist of:

Sanitary Sewer:
12" SDR-26, approx. 1348 LF
8" SDR-26, approx. 426 LF

Water:
12" C900, approx. 3872 LF
8" C900, approx. 177 LF
6" C900, approx. 226 LF

The Developer has provided documentation showing their costs for water and sewer to be $591,483.00. Based on the extent to which the Developer is building infrastructure beyond the minimum required by City Code, City staff recommends reimbursing up to the 30% maximum allowed by state law, which is $177,444.90.

Therefore, the proposed development agreement reimburses $177,444.90 upon completion and acceptance of the public improvements by the City.

Staff recommends approval of the agreement.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CAPITAL IMPROVEMENTS DEVELOPMENT AGREEMENT WITH THF MIDLAND LEASED HOUSING ASSOCIATES II, LIMITED PARTNERSHIP FOR THE CONSTRUCTION OF CERTAIN CAPITAL IMPROVEMENTS RELATED TO THE DEVELOPMENT OF RIVERBEND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS; AND AUTHORIZING PAYMENT IN THE AMOUNT OF $177,444.90; SAID AGREEMENT BEING AUTHORIZED BY CHAPTER 212, SUBCHAPTER C, AND CHAPTER 395, SUBCHAPTER B OF THE TEXAS LOCAL GOVERNMENT CODE

WHEREAS, the developer of Riverbend Addition, City and County of Midland, Texas (the "Property"), THF Midland Leased Housing Associates II, Limited Partnership (the "Developer"), has requested City participation in the construction of certain capital improvements related to the development of the Property; and

WHEREAS, said capital improvements are public improvements; and

WHEREAS, the City Code allows City participation; and

WHEREAS, the City Council finds it to be in the public interest to execute a development agreement with the Developer that sets forth the extent of the City's participation in the construction of capital improvements related to the development of the Property, said agreement being authorized by Chapter 212, Subchapter C, and Chapter 395, Subchapter B of the Texas Local Government Code;

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, Texas, a Capital Improvements Development Agreement with the Developer. Said agreement shall be in a form substantially similar to that attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay

for said agreement in an amount not to exceed $177,444.90 out of funds that are available in the 2020 operating budget of the Water & Sewer Fund (300) upon receipt of proper invoice or statement therefor 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

_____
Jennifer Fung, Interim Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Robert Patrick, Assistant City Manager

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

S:\Resolutions\Engineering\Development Agmts\2020\THF Midland Leased Housing Associates II, Limited Partnership - Riverbend Addition (Water & Sewer).wpd

EXHIBIT "A"

CAPITAL IMPROVEMENTS DEVELOPMENT AGREEMENT BETWEEN THF MIDLAND LEASED HOUSING ASSOCIATES II, LIMITED PARTNERSHIP AND THE CITY OF MIDLAND, TEXAS

THIS CAPITAL IMPROVEMENTS DEVELOPMENT AGREEMENT (the "Agreement") is made and effective this 13th day of May, 2020, by and between **THF MIDLAND LEASED HOUSING ASSOCIATES II, LIMITED PARTNERSHIP** ("Developer") and the **CITY OF MIDLAND, TEXAS** (the "City"), a home rule municipal corporation.

W I T N E S S E T H:

WHEREAS, Developer owns a new development and desires to construct the capital improvements or facility expansions described herein (the "Improvements"); and

WHEREAS, the City and Developer find it to be to their mutual advantage to enter into this Agreement under which (i) Developer may construct the Improvements and (ii) the City will credit Developer's costs incurred for such construction against the related impact fees otherwise due from Developer's new development;

NOW, THEREFORE, in consideration of the covenants, conditions, and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby agree to the terms set forth in this Agreement:

1. Developer's new development is described as Riverbend Addition (the "Property"). The City and Developer expressly agree that, in the absence of any credits provided in this Agreement, Developer shall pay the applicable impact fees attributable to the development of the Property in accordance with Title XI, Chapter 14 of the City Code.

Developer agrees to construct the Improvements as set forth below. Such Improvements are more particularly described in specifications and contract documents related to the construction of the Improvements prepared by Newton Engineering (hereafter collectively called "the Specifications"). The Specifications are incorporated herein by reference and made a part hereof for all purposes, and Developer shall comply with the Specifications in the performance of all work pursuant to this Agreement. No amendment to the Specifications may be made without the written approval of the City Manager.

2. The Improvements to be constructed by Developer pursuant to this Agreement shall be generally described as follows:

See Exhibit "A", attached hereto and incorporated herein by reference.

3. Developer shall submit any bids it receives for the proposed public improvements to the City for approval prior to engaging any contractor or subcontractor in such work, which approval shall not be unreasonably withheld. If the City fails to object within ten (10) days (excluding weekends and City holidays) after receipt from Developer of the bid tabulations and written notification of whom Developer intends to award the contract, the bid which Developer indicated it is accepting shall be deemed to have been accepted by the City. The City reserves the right to reject any and all bids for work that involves City participation. In rejecting any bid pursuant to the provisions of this Paragraph 3, the City shall issue a notice of rejection in writing to Developer stating each and every ground or reason relied upon by the City for such rejection.

4. Upon completion of the Improvements called for in Paragraph 2, Developer

shall notify the City's Director of Engineering Services for inspection. Project inspection for the Improvements will be done by the City during the construction phase. The City's Director of Engineering Services shall cause such work to be inspected within five (5) days, excluding weekends and holidays, of being notified by Developer. Notwithstanding anything herein to the contrary, project inspection must be completed prior to water or sewer systems being backfilled. If the Director of Engineering Services determines that all work has been completed in conformance with the Specifications, then the Director of Engineering Services shall give his approval for that improvement work.

5. After completion and acceptance of all work, Developer shall furnish to the City an affidavit of all bills paid with respect to the completed work and any other records requested by the City Manager documenting Developer's costs incurred in constructing the Improvements.

6. In consideration of the obligations incurred by Developer pursuant to this Agreement, the City agrees to participate in the funding of the construction of the Improvements, said amount to be no more than $177,444.90. In no case shall the City's contribution to the Improvements exceed 30 percent of the actual cost of the Improvements without Developer complying with the applicable competitive sealed bid procedures set forth in state law and the ordinances and regulations of the City of Midland, Texas. If the City's contribution for the Improvements exceeds 30 percent of the total cost of the Improvements and such Improvements were constructed without complying with said applicable competitive sealed bid procedures, then the City's maximum contribution under this

Agreement shall not exceed 30 percent of the actual cost of the Improvements.

Provided, however, that Developer shall not have to comply with said applicable competitive sealed bid procedures where the City's contribution exceeds 30 percent of the total cost of Improvements if the City's participation is for the oversizing of such Improvements in accordance with Section 212.072 of the Texas Local Government Code.

The City further agrees to credit Developer's costs incurred in constructing the Improvements against the water and wastewater impact fees attributable to the development of the Property otherwise due; provided, however, (i) that the City Manager, in the City Manager's sole discretion, shall determine Developer's costs incurred in constructing the Improvements for the purpose of granting the credit, which shall not include the amount of funds provided by the City pursuant to this Agreement (e.g., if the total cost of constructing the Improvements were to be $1,000,000.00 and the City were to participate by funding $300,000.00 of the Improvements, Developer would not be entitled to receive a credit for costs exceeding $700,000.00), (ii) that to the extent the Improvements are not capital improvements associated with a certain impact fee, Developer shall not receive credit against such impact fee for Developer's costs incurred (e.g., Developer's costs incurred for water line construction will be credited against the water impact fee but will not be credited against the wastewater impact fee), and (iii) that Developer shall not be entitled to receive reimbursement from the City of Developer's costs incurred in constructing the Improvements that exceed the amount of the impact fee(s) owed.

7. Developer will 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, including 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 Developer, its 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 Developer 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.

DEVELOPER 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, INCLUDING 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 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 DEVELOPER OR DEVELOPER'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 DEVELOPER 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.

8. Developer agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies, including commissary incurred in the furtherance of the performance of this contract. When the City so desires, Developer shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

9. Developer shall obtain and maintain continuously in effect at all times during the construction of the Improvements at Developer's sole expense, at least the following minimum insurance with a carrier or carriers licensed to do business in the State of Texas and satisfactory to the City.

A. The following requirements shall be met in regard to workers' compensation insurance coverage: Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/persons's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes

all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. Developer shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of Developer providing services on the project, for the duration of the project.

C. Developer must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on Developer's current certificate of coverage ends during the duration of the project, Developer must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. Developer shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. Developer shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. Developer shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after Developer knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. Developer shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. Developer shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to Developer, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide Developer, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to Developer:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom whey are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, Developer is representing to the governmental entity that all employees of Developer who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. Developer's failure to comply with any of these provisions is a breach of contract by Developer which entitles the governmental entity to declare the contract void if Developer does not remedy the breach within 10 days after receipt of notice of breach from the governmental entity.

Developer shall also comply with the following:

L. Comprehensive General Liability Insurance against claims for bodily injury, death, or property damage occurring on, in or about the Property, in at least the amount of $250,000.00 per individual, $1,000,000.00 per occurrence and $100,000.00 with respect to property damage; said insurance shall name the City as an additional insured and shall waive all rights of subrogation against the City.

M. Automobile Liability Coverage on all motor vehicles owned, leased and/or operated by Developer or its employees in amounts of not less than $1,000,000.00 combined single limit or equivalent, provided, however, separate automobile coverage shall not be required if such coverage is provided under Developer's comprehensive general liability policy. The insurance shall name the City as an additonal insured and waive all rights of subrogation against the City.

All insurance herein required shall apply as primary and not in excess of or contributing with other insurance which Developer may carry.

10. **All insurance required pursuant to Paragraph 9, except worker's compensation, shall name the City as an additional insured.** The comprehensive general

liability policy shall provide contractual liability coverage sufficiently broad so as to include the liability assumed by Developer in the indemnity and hold harmless provisions included in this Agreement. Developer's insurance as required by this Agreement shall not be subject to cancellation or material alteration until at least thirty (30) days written notice has been provided to the City. Developer shall furnish to the City a certificate of insurance showing the City as an additional insured and evidencing that all of the herein stated requirements have been met. **All insurance coverage required pursuant to Paragraph 9 shall include in its provisions a waiver of any rights of subrogation against the City.**

DEVELOPER SHALL CONTRACTUALLY REQUIRE ALL CONTRACTORS, SUBCONTRACTORS, AND SUB-SUBCONTRACTORS THAT WORK ON ANY PORTION OF THE WORK THAT IS THE SUBJECT OF THIS CAPITAL IMPROVEMENT DEVELOPMENT AGREEMENT TO OBTAIN INSURANCE COVERAGE THAT MEETS OR EXCEEDS THE 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 (EXCEPT WORKERS COMPENSATION).

11. Insurance must be approved by the City Attorney's office prior to this Agreement being executed.

12. This Agreement may be modified or amended only by the mutual consent of

the parties hereto.

13. This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations and understandings, if any, between the parties respecting such matters.

14. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing as follows:

If to Developer:

THF Midland Leased Housing Associates II, Limited Partnership
1110 Broadway
Marble Falls, Texas 78654
Attention: Mark A. Mayfield
Email: mmayfield@txhf.org

with copy to:

Midland Leased Housing Associates LP II, LLC
c/o Dominium
2905 Northwest Blvd., Suite 150
Plymouth, Minnesota 55441
Attention: Jeffrey Spicer
Email: jeff.spicer@dominiuminc.com

and with a copy to:

Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402-4629
Attention: John D. Nolde
E-mail: Jnolde@winthrop.com

If to the City:

City of Midland
P.O. Box 1152
Midland, Texas 79702
Attn: City Engineer

15. Any clause, sentence, provision, paragraph or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal or ineffective.

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

17. In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory

Judgments Act (TEX. CIV. PRAC. & REM. CODE §37.001 et seq., as amended), the parties hereto agree to waive any and all rights to recovery of attorneys fees to which the prevailing party might otherwise be entitled.

BY EXECUTING THIS AGREEMENT, DEVELOPER 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 AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. DEVELOPER SPECIFICALLY AGREES THAT IF DEVELOPER 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), CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, OR CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE, DEVELOPER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH DEVELOPER MIGHT OTHERWISE BE ENTITLED.

DEVELOPER AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY

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

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

18. It is expressly understood and agreed that Developer shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City; that Developer 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 the City and Developer, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between the City and Developer. No person performing any of the work and services described hereunder by Developer 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. Developer 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 City does not have the power to direct the order in which the work is done. The City shall not have the right to control the means, methods or details of Developer's work. Developer shall assume exclusive responsibility for the work. Developer is entirely free to do the work in its own way.

19. RELEASE: DEVELOPER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES THE CITY, THE CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING UNDER OR ASSOCIATED WITH THIS AGREEMENT WHICH DEVELOPER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO QUANTUM MERUIT, DUE PROCESS AND TAKINGS CLAUSES UNDER THE TEXAS AND UNITED STATES CONSTITUTION, TORT CLAIMS OR THE CITY'S NEGLIGENCE, OR CLAIMS UNDER CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE.

20. By executing this Agreement 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.

21. **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, Developer or its legal representative, shall give the City Manager, or any other reasonable official of the City, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Developer will settle, the physical and mailing addresses of Developer at the time and date the claim was presented and the physical and mailing addresses of Developer for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Developer 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 Developer that Developer's notice is insufficient. The 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, Developer's failure to comply with the requirements herein shall perpetually bar Developer's claim for damages under Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code, regardless if the City has actual or constructive notice or knowledge of

said claim or alleged damages. Developer agrees that the requirements of this entire agreement are reasonable.

22. This agreement is made under the authority of Section 395.019 of the Texas Local Government Code and the laws of the State of Texas and Ordinances and the Charter of the City of Midland.

23. Notwithstanding any other provision hereof, the City shall not be obligated to provide payment to Developer under this Agreement or to provide credit(s) against the impact fee(s) under this Agreement until Developer has met all requirements of this Agreement, including, but not limited to, the City's approval of the improvement work as set forth in Paragraph 4 and the City's determination that Developer has furnished satisfactory evidence that all obligations described in Paragraph 8 have been paid, discharged or waived. Determination of whether Developer has furnished satisfactory evidence that all such obligations have been paid, discharged or waived shall be in the sole discretion of the City.

24. Developer agrees that it shall comply with Texas Government Code Section 2252.908, as amended. Developer agrees that it shall comply with Texas Local Government Code Section 176.006, 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.

EXECUTED in duplicate the day and year first above written.

[Signature pages follow]

CITY OF MIDLAND, TEXAS

By:_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Robert Patrick, Assistant City Manager

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

THF MIDLAND LEASED HOUSING ASSOCIATES II, LIMITED PARTNERSHIP,
a Texas limited partnership

By: THF Midland Leased Housing Associates GP II, LLC
Its General Partner

By: THF Housing Development Corporation
Its Sole Member

By:_____
Mark A. Mayfield
President

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ___ day of _____, 2020, by Mark A. Mayfield, the President of THF Housing Development Corporation, the Sole Member of THF Midland Leased Housing Associates GP II, LLC, the General Partner of THF Midland Leased Housing Associates II, Limited Partnership, a limited partnership under the laws of the State of Texas, on behalf of the partnership.

_____
Notary Public, State of Texas

S:\Contracts\Engineering\Development Agmt\2020\THF Midland Leased Housing Associates II, Limited Partnership - Riverbend Addition (Water & Sewer).wpd

EXHIBIT A

Riverbend Development Agreement
Water and Sewer Public Improvements

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
	Sanitary Sewer				
1	Sanitary Sewer Labor	LS	1	$ 141,682.00	$ 141,682.00
2	Sanitary Sewer Material (See below size and quantities)	LS	1	$ 60,721.00	$ 60,721.00
	12" SDR-26		1348'		
	8" SDR-26		426'		
	SUBTOTAL				**$ 202,403.00**

	Water				
1	Water Labor	LS	1	$ 237,339.00	$ 237,339.00
2	Water Material (See below size and quantities)	LS	1	$ 151,741.00	$ 151,741.00
	12" C900		3872'		
	8" C900		177'		
	6" C900		226'		
	SUBTOTAL				**$ 389,080.00**

Water & Sewer Total	$ 591,483.00
Developer Share (70%)	$ 414,038.10
City of Midland Share (30%)	$ 177,444.90

City of Midland Total Share (30%)	**$ 177,444.90**
Water & Sewer	$ 177,444.90

CAPITAL IMPROVEMENTS DEVELOPMENT AGREEMENT BETWEEN THF MIDLAND LEASED HOUSING ASSOCIATES II, LIMITED PARTNERSHIP AND THE CITY OF MIDLAND, TEXAS

THIS CAPITAL IMPROVEMENTS DEVELOPMENT AGREEMENT (the "Agreement") is made and effective this 13th day of May, 2020, by and between **THF MIDLAND LEASED HOUSING ASSOCIATES II, LIMITED PARTNERSHIP** ("Developer") and the **CITY OF MIDLAND, TEXAS** (the "City"), a home rule municipal corporation.

W I T N E S S E T H:

WHEREAS, Developer owns a new development and desires to construct the capital improvements or facility expansions described herein (the "Improvements"); and

WHEREAS, the City and Developer find it to be to their mutual advantage to enter into this Agreement under which (i) Developer may construct the Improvements and (ii) the City will credit Developer's costs incurred for such construction against the related impact fees otherwise due from Developer's new development;

NOW, THEREFORE, in consideration of the covenants, conditions, and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby agree to the terms set forth in this Agreement:

1. Developer's new development is described as Riverbend Addition (the "Property"). The City and Developer expressly agree that, in the absence of any credits provided in this Agreement, Developer shall pay the applicable impact fees attributable to the development of the Property in accordance with Title XI, Chapter 14 of the City Code.

Developer agrees to construct the Improvements as set forth below. Such Improvements are more particularly described in specifications and contract documents related to the construction of the Improvements prepared by Newton Engineering (hereafter collectively called "the Specifications"). The Specifications are incorporated herein by reference and made a part hereof for all purposes, and Developer shall comply with the Specifications in the performance of all work pursuant to this Agreement. No amendment to the Specifications may be made without the written approval of the City Manager.

2. The Improvements to be constructed by Developer pursuant to this Agreement shall be generally described as follows:

See Exhibit "A", attached hereto and incorporated herein by reference.

3. Developer shall submit any bids it receives for the proposed public improvements to the City for approval prior to engaging any contractor or subcontractor in such work, which approval shall not be unreasonably withheld. If the City fails to object within ten (10) days (excluding weekends and City holidays) after receipt from Developer of the bid tabulations and written notification of whom Developer intends to award the contract, the bid which Developer indicated it is accepting shall be deemed to have been accepted by the City. The City reserves the right to reject any and all bids for work that involves City participation. In rejecting any bid pursuant to the provisions of this Paragraph 3, the City shall issue a notice of rejection in writing to Developer stating each and every ground or reason relied upon by the City for such rejection.

4. Upon completion of the Improvements called for in Paragraph 2, Developer

shall notify the City's Director of Engineering Services for inspection. Project inspection for the Improvements will be done by the City during the construction phase. The City's Director of Engineering Services shall cause such work to be inspected within five (5) days, excluding weekends and holidays, of being notified by Developer. Notwithstanding anything herein to the contrary, project inspection must be completed prior to water or sewer systems being backfilled. If the Director of Engineering Services determines that all work has been completed in conformance with the Specifications, then the Director of Engineering Services shall give his approval for that improvement work.

5. After completion and acceptance of all work, Developer shall furnish to the City an affidavit of all bills paid with respect to the completed work and any other records requested by the City Manager documenting Developer's costs incurred in constructing the Improvements.

6. In consideration of the obligations incurred by Developer pursuant to this Agreement, the City agrees to participate in the funding of the construction of the Improvements, said amount to be no more than $177,444.90. In no case shall the City's contribution to the Improvements exceed 30 percent of the actual cost of the Improvements without Developer complying with the applicable competitive sealed bid procedures set forth in state law and the ordinances and regulations of the City of Midland, Texas. If the City's contribution for the Improvements exceeds 30 percent of the total cost of the Improvements and such Improvements were constructed without complying with said applicable competitive sealed bid procedures, then the City's maximum contribution under this

Agreement shall not exceed 30 percent of the actual cost of the Improvements.

Provided, however, that Developer shall not have to comply with said applicable competitive sealed bid procedures where the City's contribution exceeds 30 percent of the total cost of Improvements if the City's participation is for the oversizing of such Improvements in accordance with Section 212.072 of the Texas Local Government Code.

The City further agrees to credit Developer's costs incurred in constructing the Improvements against the water and wastewater impact fees attributable to the development of the Property otherwise due; provided, however, (i) that the City Manager, in the City Manager's sole discretion, shall determine Developer's costs incurred in constructing the Improvements for the purpose of granting the credit, which shall not include the amount of funds provided by the City pursuant to this Agreement (e.g., if the total cost of constructing the Improvements were to be $1,000,000.00 and the City were to participate by funding $300,000.00 of the Improvements, Developer would not be entitled to receive a credit for costs exceeding $700,000.00), (ii) that to the extent the Improvements are not capital improvements associated with a certain impact fee, Developer shall not receive credit against such impact fee for Developer's costs incurred (e.g., Developer's costs incurred for water line construction will be credited against the water impact fee but will not be credited against the wastewater impact fee), and (iii) that Developer shall not be entitled to receive reimbursement from the City of Developer's costs incurred in constructing the Improvements that exceed the amount of the impact fee(s) owed.

7. Developer will 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, including 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 Developer, its 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 Developer 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.

DEVELOPER 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, INCLUDING 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 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 DEVELOPER OR DEVELOPER'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 DEVELOPER 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.

8. Developer agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies, including commissary incurred in the furtherance of the performance of this contract. When the City so desires, Developer shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

9. Developer shall obtain and maintain continuously in effect at all times during the construction of the Improvements at Developer's sole expense, at least the following minimum insurance with a carrier or carriers licensed to do business in the State of Texas and satisfactory to the City.

A. The following requirements shall be met in regard to workers' compensation insurance coverage: Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/persons's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes

all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. Developer shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of Developer providing services on the project, for the duration of the project.

C. Developer must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on Developer's current certificate of coverage ends during the duration of the project, Developer must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. Developer shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. Developer shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. Developer shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after Developer knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. Developer shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. Developer shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to Developer, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide Developer, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to Developer:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom whey are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, Developer is representing to the governmental entity that all employees of Developer who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. Developer's failure to comply with any of these provisions is a breach of contract by Developer which entitles the governmental entity to declare the contract void if Developer does not remedy the breach within 10 days after receipt of notice of breach from the governmental entity.

Developer shall also comply with the following:

L. Comprehensive General Liability Insurance against claims for bodily injury, death, or property damage occurring on, in or about the Property, in at least the amount of $250,000.00 per individual, $1,000,000.00 per occurrence and $100,000.00 with respect to property damage; said insurance shall name the City as an additional insured and shall waive all rights of subrogation against the City.

M. Automobile Liability Coverage on all motor vehicles owned, leased and/or operated by Developer or its employees in amounts of not less than $1,000,000.00 combined single limit or equivalent, provided, however, separate automobile coverage shall not be required if such coverage is provided under Developer's comprehensive general liability policy. The insurance shall name the City as an additonal insured and waive all rights of subrogation against the City.

All insurance herein required shall apply as primary and not in excess of or contributing with other insurance which Developer may carry.

10. **All insurance required pursuant to Paragraph 9, except worker's compensation, shall name the City as an additional insured.** The comprehensive general

liability policy shall provide contractual liability coverage sufficiently broad so as to include the liability assumed by Developer in the indemnity and hold harmless provisions included in this Agreement. Developer's insurance as required by this Agreement shall not be subject to cancellation or material alteration until at least thirty (30) days written notice has been provided to the City. Developer shall furnish to the City a certificate of insurance showing the City as an additional insured and evidencing that all of the herein stated requirements have been met. **All insurance coverage required pursuant to Paragraph 9 shall include in its provisions a waiver of any rights of subrogation against the City.**

DEVELOPER SHALL CONTRACTUALLY REQUIRE ALL CONTRACTORS, SUBCONTRACTORS, AND SUB-SUBCONTRACTORS THAT WORK ON ANY PORTION OF THE WORK THAT IS THE SUBJECT OF THIS CAPITAL IMPROVEMENT DEVELOPMENT AGREEMENT TO OBTAIN INSURANCE COVERAGE THAT MEETS OR EXCEEDS THE 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 (EXCEPT WORKERS COMPENSATION).

11. Insurance must be approved by the City Attorney's office prior to this Agreement being executed.

12. This Agreement may be modified or amended only by the mutual consent of

the parties hereto.

13. This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations and understandings, if any, between the parties respecting such matters.

14. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing as follows:

If to Developer:

THF Midland Leased Housing Associates II, Limited Partnership
1110 Broadway
Marble Falls, Texas 78654
Attention: Mark A. Mayfield
Email: mmayfield@txhf.org

with copy to:

Midland Leased Housing Associates LP II, LLC
c/o Dominium
2905 Northwest Blvd., Suite 150
Plymouth, Minnesota 55441
Attention: Jeffrey Spicer
Email: jeff.spicer@dominiuminc.com

and with a copy to:

Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402-4629
Attention: John D. Nolde
E-mail: Jnolde@winthrop.com

If to the City:

City of Midland
P.O. Box 1152
Midland, Texas 79702
Attn: City Engineer

15. Any clause, sentence, provision, paragraph or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal or ineffective.

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

17. In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory

Judgments Act (TEX. CIV. PRAC. & REM. CODE §37.001 et seq., as amended), the parties hereto agree to waive any and all rights to recovery of attorneys fees to which the prevailing party might otherwise be entitled.

BY EXECUTING THIS AGREEMENT, DEVELOPER 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 AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. DEVELOPER SPECIFICALLY AGREES THAT IF DEVELOPER 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), CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, OR CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE, DEVELOPER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH DEVELOPER MIGHT OTHERWISE BE ENTITLED.

DEVELOPER AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY

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

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

18. It is expressly understood and agreed that Developer shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City; that Developer 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 the City and Developer, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between the City and Developer. No person performing any of the work and services described hereunder by Developer 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. Developer 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 City does not have the power to direct the order in which the work is done. The City shall not have the right to control the means, methods or details of Developer's work. Developer shall assume exclusive responsibility for the work. Developer is entirely free to do the work in its own way.

19. RELEASE: DEVELOPER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES THE CITY, THE CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING UNDER OR ASSOCIATED WITH THIS AGREEMENT WHICH DEVELOPER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO QUANTUM MERUIT, DUE PROCESS AND TAKINGS CLAUSES UNDER THE TEXAS AND UNITED STATES CONSTITUTION, TORT CLAIMS OR THE CITY'S NEGLIGENCE, OR CLAIMS UNDER CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE.

20. By executing this Agreement 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.

21. **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, Developer or its legal representative, shall give the City Manager, or any other reasonable official of the City, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Developer will settle, the physical and mailing addresses of Developer at the time and date the claim was presented and the physical and mailing addresses of Developer for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Developer 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 Developer that Developer's notice is insufficient. The 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, Developer's failure to comply with the requirements herein shall perpetually bar Developer's claim for damages under Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code, regardless if the City has actual or constructive notice or knowledge of

said claim or alleged damages. Developer agrees that the requirements of this entire agreement are reasonable.

22. This agreement is made under the authority of Section 395.019 of the Texas Local Government Code and the laws of the State of Texas and Ordinances and the Charter of the City of Midland.

23. Notwithstanding any other provision hereof, the City shall not be obligated to provide payment to Developer under this Agreement or to provide credit(s) against the impact fee(s) under this Agreement until Developer has met all requirements of this Agreement, including, but not limited to, the City's approval of the improvement work as set forth in Paragraph 4 and the City's determination that Developer has furnished satisfactory evidence that all obligations described in Paragraph 8 have been paid, discharged or waived. Determination of whether Developer has furnished satisfactory evidence that all such obligations have been paid, discharged or waived shall be in the sole discretion of the City.

24. Developer agrees that it shall comply with Texas Government Code Section 2252.908, as amended. Developer agrees that it shall comply with Texas Local Government Code Section 176.006, 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.

EXECUTED in duplicate the day and year first above written.

[Signature pages follow]

CITY OF MIDLAND, TEXAS

By:_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Robert Patrick, Assistant City Manager

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

THF MIDLAND LEASED HOUSING ASSOCIATES II, LIMITED PARTNERSHIP,
a Texas limited partnership

By: THF Midland Leased Housing Associates GP II, LLC
Its General Partner

By: THF Housing Development Corporation
Its Sole Member

By:_____
Mark A. Mayfield
President

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ___ day of _____, 2020, by Mark A. Mayfield, the President of THF Housing Development Corporation, the Sole Member of THF Midland Leased Housing Associates GP II, LLC, the General Partner of THF Midland Leased Housing Associates II, Limited Partnership, a limited partnership under the laws of the State of Texas, on behalf of the partnership.

_____
Notary Public, State of Texas

EXHIBIT A

Riverbend Development Agreement
Water and Sewer Public Improvements

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
	Sanitary Sewer				
1	Sanitary Sewer Labor	LS	1	$ 141,682.00	$ 141,682.00
2	Sanitary Sewer Material (See below size and quantities)	LS	1	$ 60,721.00	$ 60,721.00
	12" SDR-26		1348'		
	8" SDR-26		426'		
	SUBTOTAL				**$ 202,403.00**

	Water				
1	Water Labor	LS	1	$ 237,339.00	$ 237,339.00
2	Water Material (See below size and quantities)	LS	1	$ 151,741.00	$ 151,741.00
	12" C900		3872'		
	8" C900		177'		
	6" C900		226'		
	SUBTOTAL				**$ 389,080.00**

Water & Sewer Total	$ 591,483.00
Developer Share (70%)	$ 414,038.10
City of Midland Share (30%)	$ 177,444.90

City of Midland Total Share (30%)	**$ 177,444.90**
Water & Sewer	$ 177,444.90

CAPITAL IMPROVEMENTS DEVELOPMENT AGREEMENT BETWEEN THF MIDLAND LEASED HOUSING ASSOCIATES II, LIMITED PARTNERSHIP AND THE CITY OF MIDLAND, TEXAS

THIS CAPITAL IMPROVEMENTS DEVELOPMENT AGREEMENT (the "Agreement") is made and effective this 13th day of May, 2020, by and between **THF MIDLAND LEASED HOUSING ASSOCIATES II, LIMITED PARTNERSHIP** ("Developer") and the **CITY OF MIDLAND, TEXAS** (the "City"), a home rule municipal corporation.

W I T N E S S E T H:

WHEREAS, Developer owns a new development and desires to construct the capital improvements or facility expansions described herein (the "Improvements"); and

WHEREAS, the City and Developer find it to be to their mutual advantage to enter into this Agreement under which (i) Developer may construct the Improvements and (ii) the City will credit Developer's costs incurred for such construction against the related impact fees otherwise due from Developer's new development;

NOW, THEREFORE, in consideration of the covenants, conditions, and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby agree to the terms set forth in this Agreement:

1. Developer's new development is described as Riverbend Addition (the "Property"). The City and Developer expressly agree that, in the absence of any credits provided in this Agreement, Developer shall pay the applicable impact fees attributable to the development of the Property in accordance with Title XI, Chapter 14 of the City Code.

Developer agrees to construct the Improvements as set forth below. Such Improvements are more particularly described in specifications and contract documents related to the construction of the Improvements prepared by Newton Engineering (hereafter collectively called "the Specifications"). The Specifications are incorporated herein by reference and made a part hereof for all purposes, and Developer shall comply with the Specifications in the performance of all work pursuant to this Agreement. No amendment to the Specifications may be made without the written approval of the City Manager.

2. The Improvements to be constructed by Developer pursuant to this Agreement shall be generally described as follows:

See Exhibit "A", attached hereto and incorporated herein by reference.

3. Developer shall submit any bids it receives for the proposed public improvements to the City for approval prior to engaging any contractor or subcontractor in such work, which approval shall not be unreasonably withheld. If the City fails to object within ten (10) days (excluding weekends and City holidays) after receipt from Developer of the bid tabulations and written notification of whom Developer intends to award the contract, the bid which Developer indicated it is accepting shall be deemed to have been accepted by the City. The City reserves the right to reject any and all bids for work that involves City participation. In rejecting any bid pursuant to the provisions of this Paragraph 3, the City shall issue a notice of rejection in writing to Developer stating each and every ground or reason relied upon by the City for such rejection.

4. Upon completion of the Improvements called for in Paragraph 2, Developer

shall notify the City's Director of Engineering Services for inspection. Project inspection for the Improvements will be done by the City during the construction phase. The City's Director of Engineering Services shall cause such work to be inspected within five (5) days, excluding weekends and holidays, of being notified by Developer. Notwithstanding anything herein to the contrary, project inspection must be completed prior to water or sewer systems being backfilled. If the Director of Engineering Services determines that all work has been completed in conformance with the Specifications, then the Director of Engineering Services shall give his approval for that improvement work.

5. After completion and acceptance of all work, Developer shall furnish to the City an affidavit of all bills paid with respect to the completed work and any other records requested by the City Manager documenting Developer's costs incurred in constructing the Improvements.

6. In consideration of the obligations incurred by Developer pursuant to this Agreement, the City agrees to participate in the funding of the construction of the Improvements, said amount to be no more than $177,444.90. In no case shall the City's contribution to the Improvements exceed 30 percent of the actual cost of the Improvements without Developer complying with the applicable competitive sealed bid procedures set forth in state law and the ordinances and regulations of the City of Midland, Texas. If the City's contribution for the Improvements exceeds 30 percent of the total cost of the Improvements and such Improvements were constructed without complying with said applicable competitive sealed bid procedures, then the City's maximum contribution under this

Agreement shall not exceed 30 percent of the actual cost of the Improvements.

Provided, however, that Developer shall not have to comply with said applicable competitive sealed bid procedures where the City's contribution exceeds 30 percent of the total cost of Improvements if the City's participation is for the oversizing of such Improvements in accordance with Section 212.072 of the Texas Local Government Code.

The City further agrees to credit Developer's costs incurred in constructing the Improvements against the water and wastewater impact fees attributable to the development of the Property otherwise due; provided, however, (i) that the City Manager, in the City Manager's sole discretion, shall determine Developer's costs incurred in constructing the Improvements for the purpose of granting the credit, which shall not include the amount of funds provided by the City pursuant to this Agreement (e.g., if the total cost of constructing the Improvements were to be $1,000,000.00 and the City were to participate by funding $300,000.00 of the Improvements, Developer would not be entitled to receive a credit for costs exceeding $700,000.00), (ii) that to the extent the Improvements are not capital improvements associated with a certain impact fee, Developer shall not receive credit against such impact fee for Developer's costs incurred (e.g., Developer's costs incurred for water line construction will be credited against the water impact fee but will not be credited against the wastewater impact fee), and (iii) that Developer shall not be entitled to receive reimbursement from the City of Developer's costs incurred in constructing the Improvements that exceed the amount of the impact fee(s) owed.

7. Developer will 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, including 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 Developer, its 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 Developer 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.

DEVELOPER 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, INCLUDING 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 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 DEVELOPER OR DEVELOPER'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 DEVELOPER 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.

8. Developer agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies, including commissary incurred in the furtherance of the performance of this contract. When the City so desires, Developer shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

9. Developer shall obtain and maintain continuously in effect at all times during the construction of the Improvements at Developer's sole expense, at least the following minimum insurance with a carrier or carriers licensed to do business in the State of Texas and satisfactory to the City.

A. The following requirements shall be met in regard to workers' compensation insurance coverage: Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/persons's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes

all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. Developer shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of Developer providing services on the project, for the duration of the project.

C. Developer must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on Developer's current certificate of coverage ends during the duration of the project, Developer must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. Developer shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. Developer shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. Developer shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after Developer knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. Developer shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. Developer shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to Developer, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide Developer, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to Developer:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom whey are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, Developer is representing to the governmental entity that all employees of Developer who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. Developer's failure to comply with any of these provisions is a breach of contract by Developer which entitles the governmental entity to declare the contract void if Developer does not remedy the breach within 10 days after receipt of notice of breach from the governmental entity.

Developer shall also comply with the following:

L. Comprehensive General Liability Insurance against claims for bodily injury, death, or property damage occurring on, in or about the Property, in at least the amount of $250,000.00 per individual, $1,000,000.00 per occurrence and $100,000.00 with respect to property damage; said insurance shall name the City as an additional insured and shall waive all rights of subrogation against the City.

M. Automobile Liability Coverage on all motor vehicles owned, leased and/or operated by Developer or its employees in amounts of not less than $1,000,000.00 combined single limit or equivalent, provided, however, separate automobile coverage shall not be required if such coverage is provided under Developer's comprehensive general liability policy. The insurance shall name the City as an additonal insured and waive all rights of subrogation against the City.

All insurance herein required shall apply as primary and not in excess of or contributing with other insurance which Developer may carry.

10. **All insurance required pursuant to Paragraph 9, except worker's compensation, shall name the City as an additional insured.** The comprehensive general

liability policy shall provide contractual liability coverage sufficiently broad so as to include the liability assumed by Developer in the indemnity and hold harmless provisions included in this Agreement. Developer's insurance as required by this Agreement shall not be subject to cancellation or material alteration until at least thirty (30) days written notice has been provided to the City. Developer shall furnish to the City a certificate of insurance showing the City as an additional insured and evidencing that all of the herein stated requirements have been met. **All insurance coverage required pursuant to Paragraph 9 shall include in its provisions a waiver of any rights of subrogation against the City.**

DEVELOPER SHALL CONTRACTUALLY REQUIRE ALL CONTRACTORS, SUBCONTRACTORS, AND SUB-SUBCONTRACTORS THAT WORK ON ANY PORTION OF THE WORK THAT IS THE SUBJECT OF THIS CAPITAL IMPROVEMENT DEVELOPMENT AGREEMENT TO OBTAIN INSURANCE COVERAGE THAT MEETS OR EXCEEDS THE 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 (EXCEPT WORKERS COMPENSATION).

11. Insurance must be approved by the City Attorney's office prior to this Agreement being executed.

12. This Agreement may be modified or amended only by the mutual consent of

the parties hereto.

13. This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations and understandings, if any, between the parties respecting such matters.

14. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing as follows:

If to Developer:

THF Midland Leased Housing Associates II, Limited Partnership
1110 Broadway
Marble Falls, Texas 78654
Attention: Mark A. Mayfield
Email: mmayfield@txhf.org

with copy to:

Midland Leased Housing Associates LP II, LLC
c/o Dominium
2905 Northwest Blvd., Suite 150
Plymouth, Minnesota 55441
Attention: Jeffrey Spicer
Email: jeff.spicer@dominiuminc.com

and with a copy to:

Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402-4629
Attention: John D. Nolde
E-mail: Jnolde@winthrop.com

If to the City:

City of Midland
P.O. Box 1152
Midland, Texas 79702
Attn: City Engineer

15. Any clause, sentence, provision, paragraph or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal or ineffective.

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

17. In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory

Judgments Act (TEX. CIV. PRAC. & REM. CODE §37.001 et seq., as amended), the parties hereto agree to waive any and all rights to recovery of attorneys fees to which the prevailing party might otherwise be entitled.

BY EXECUTING THIS AGREEMENT, DEVELOPER 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 AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. DEVELOPER SPECIFICALLY AGREES THAT IF DEVELOPER 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), CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, OR CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE, DEVELOPER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH DEVELOPER MIGHT OTHERWISE BE ENTITLED.

DEVELOPER AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY

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

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

18. It is expressly understood and agreed that Developer shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City; that Developer 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 the City and Developer, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between the City and Developer. No person performing any of the work and services described hereunder by Developer 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. Developer 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 City does not have the power to direct the order in which the work is done. The City shall not have the right to control the means, methods or details of Developer's work. Developer shall assume exclusive responsibility for the work. Developer is entirely free to do the work in its own way.

19. RELEASE: DEVELOPER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES THE CITY, THE CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING UNDER OR ASSOCIATED WITH THIS AGREEMENT WHICH DEVELOPER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO QUANTUM MERUIT, DUE PROCESS AND TAKINGS CLAUSES UNDER THE TEXAS AND UNITED STATES CONSTITUTION, TORT CLAIMS OR THE CITY'S NEGLIGENCE, OR CLAIMS UNDER CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE.

20. By executing this Agreement 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.

21. **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, Developer or its legal representative, shall give the City Manager, or any other reasonable official of the City, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Developer will settle, the physical and mailing addresses of Developer at the time and date the claim was presented and the physical and mailing addresses of Developer for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Developer 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 Developer that Developer's notice is insufficient. The 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, Developer's failure to comply with the requirements herein shall perpetually bar Developer's claim for damages under Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code, regardless if the City has actual or constructive notice or knowledge of

said claim or alleged damages. Developer agrees that the requirements of this entire agreement are reasonable.

22. This agreement is made under the authority of Section 395.019 of the Texas Local Government Code and the laws of the State of Texas and Ordinances and the Charter of the City of Midland.

23. Notwithstanding any other provision hereof, the City shall not be obligated to provide payment to Developer under this Agreement or to provide credit(s) against the impact fee(s) under this Agreement until Developer has met all requirements of this Agreement, including, but not limited to, the City's approval of the improvement work as set forth in Paragraph 4 and the City's determination that Developer has furnished satisfactory evidence that all obligations described in Paragraph 8 have been paid, discharged or waived. Determination of whether Developer has furnished satisfactory evidence that all such obligations have been paid, discharged or waived shall be in the sole discretion of the City.

24. Developer agrees that it shall comply with Texas Government Code Section 2252.908, as amended. Developer agrees that it shall comply with Texas Local Government Code Section 176.006, 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.

EXECUTED in duplicate the day and year first above written.

[Signature pages follow]

CITY OF MIDLAND, TEXAS

By:_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Robert Patrick, Assistant City Manager

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

THF MIDLAND LEASED HOUSING ASSOCIATES II, LIMITED PARTNERSHIP,
a Texas limited partnership

By: THF Midland Leased Housing Associates GP II, LLC
Its General Partner

By: THF Housing Development Corporation
Its Sole Member

By: _____
Mark A. Mayfield
President

STATE OF TEXAS §
§
COUNTY OF Burnet §

The foregoing instrument was acknowledged before me this 30 day of April, 2020, by Mark A. Mayfield, the President of THF Housing Development Corporation, the Sole Member of THF Midland Leased Housing Associates GP II, LLC, the General Partner of THF Midland Leased Housing Associates II, Limited Partnership, a limited partnership under the laws of the State of Texas, on behalf of the partnership.

NANCY M ROSS
Notary ID #2843622
My Commission Expires
December 26 2021

Nancy M. Ross
Notary Public, State of Texas

S:\Contracts\Engineering\Development Agmt\2020\THF Midland Leased Housing Associates II, Limited Partnership - Riverbend Addition (Water & Sewer).wpd

EXHIBIT A

Riverbend Development Agreement
Water and Sewer Public Improvements

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
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Developer Share (70%)	$ 414,038.10
City of Midland Share (30%)	$ 177,444.90

City of Midland Total Share (30%)	**$ 177,444.90**
Water & Sewer	$ 177,444.90

City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: 5/12/2020

TO: City Council / City Manager

FROM: John Simmons, Right-of-Way Manager

SUBJECT: Consider a 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 Sections 4 and 9, Block 39, Township 2 South, T&P RR Co. Survey, Midland County, Texas.

Purpose:

Resolution 2010-103 effective April 28, 2010, granted a 40' wide right of way to Atlas Pipeline Mid-Continent Westex L.L.C now known as Targa Pipeline Mid-Continent WesTex LLC. Said License 10-year expiration is April 28, 2020, 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 ☐ Deny ☐ Directional / Informational

Fiscal Impact:

The following fees will be collected:

Application fee (one time): $1,000

Annual Lease Rate (32.35 rods x $20/rod): $647.00

Surface Damages: existing pipeline, no new surface damage

Total Collected: $1,647.00

Discussion:

This private use, poly construction gas line is four inches (4) in diameter and buried thirty-six inches (36) deep along and under existing W. Sunglo Road. 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

RIGHT OF WAY LICENSE

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND	§	

Date:	May 13, 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 SIX HUNDRED FORTY-SEVEN and No/100 Dollars ($647.00) 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 SIX HUNDRED FORTY-SEVEN and No/100 Dollars ($647.00), 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 License Fee. If Licensor and Licensee are unable to reach an agreement regarding an adjustment to the License Fee, then the License Fee shall be determined by Licensor in its sole discretion, provided the new License 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 forty (40) feet in width of the pipeline location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline locations, a poly construction pipeline, not to exceed four (4) 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.

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:
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 §

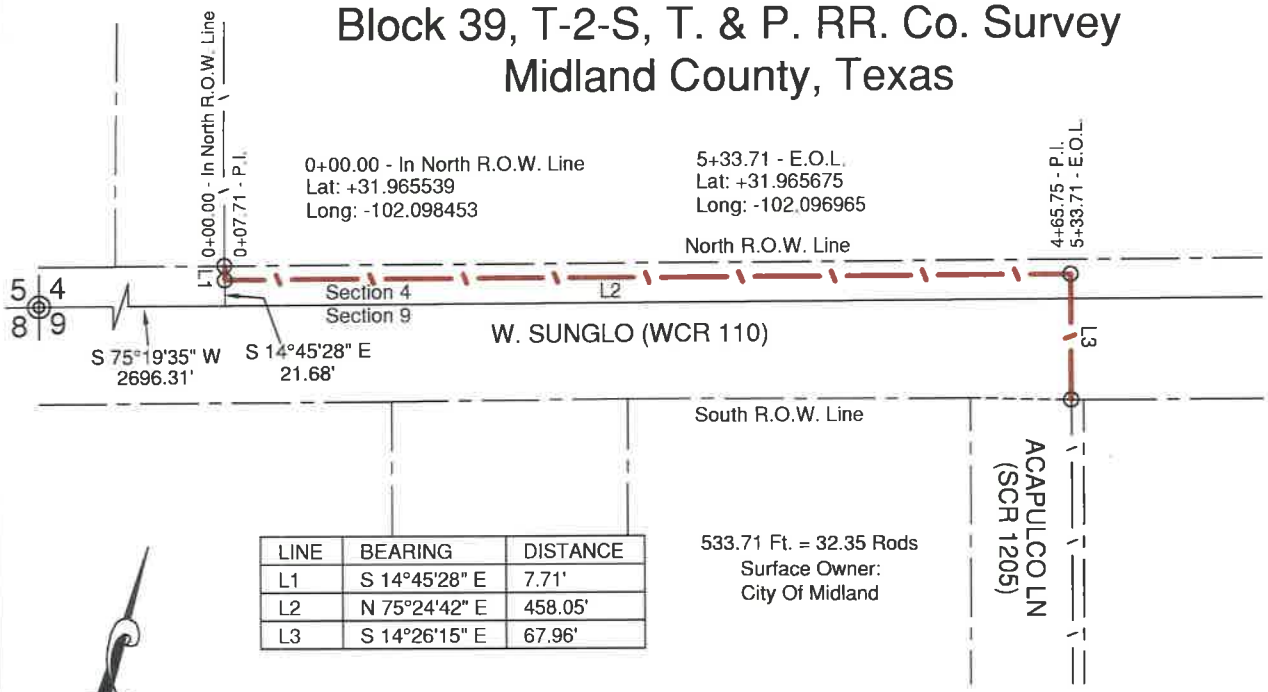
BEFORE ME, the undersigned authority, on this 16th day of April, 2020 personally appeared Norman L. Winter an officer of Targa Pipeline Mid-Continent WestTex LLC known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of April, 2020.

_____
Notary Public, State of Texas

KIMBERLY NICHOLE NIETO
Notary Public, State of Texas
Comm. Expires 03-05-2022
Notary ID 131475624

Block 39, T-2-S, T. & P. RR. Co. Survey
Midland County, Texas



LINE	BEARING	DISTANCE
L1	S 14°45'28" E	7.71'
L2	N 75°24'42" E	458.05'
L3	S 14°26'15" E	67.96'

533.71 Ft. = 32.35 Rods
Surface Owner:
City Of Midland

CENTERLINE DESCRIPTION
Of An Existing Pipeline
In And Through
W. Sunglo (WCR 110)
Sections 4, & 9, Block 39, T-2-S
T. & P. RR. Co. Survey
Midland County, Texas

Beginning at pipeline station 0+00.00 in or near the North right-of-way line of W. Sunglo (WCR 110) from which the Northwest corner of Section 9, and the Southwest corner of Section 4 bears S 14°45'28" E 21.68 feet, and S 75°19'35" W 2696.31 feet;

Thence S 14°45'28" E a distance of 7.71 feet to pipeline station P.I. 0+07.71;

Thence N 75°24'42" E a distance of 458.05 feet to pipeline station P.I. 4+65.75;

Thence S 14°26'15" E a distance of 67.96 feet to pipeline station E.O.L. (End Of Line) 5+33.71 for the end of this portion of existing pipeline lying in W. Sunglo (WCR 110) from which the Northwest corner of Section 9 bears S 76°19'10" W 3154.53 feet.

Note: Latitudes and Longitudes shown are on NAD'83 Datum.
Note: Bearings and distances are based on The Texas Coordinate System of 1983, Central Zone.
A combined grid factor of 0.9998895 must be divided into all distances to obtain surface distances.

GRAPHIC SCALE
100 0 50 100 200
1" = 100' *U.S. FEET*

PENNELL & MARLOWE
RESIDENTIAL, OILFIELD & LAND SURVEYORS, INC.
ALL TYPES OF SURVEYS

STATE OF TEXAS REGISTERED
STEPHEN P. MARLOWE
5715
PROFESSIONAL LAND SURVEYOR

LEGEND:
- Tract Line
- Pipeline (As described)

Existing Pipeline Survey

TARGA PIPELINE
MID-CONTINENT WESTTEX LLC
2010-103 COM Renewal
W. Sunglo (WCR 110)
Sections 4, & 9, Block 39, T-2-S
T. & P. RR. Co. Survey
Midland County, Texas

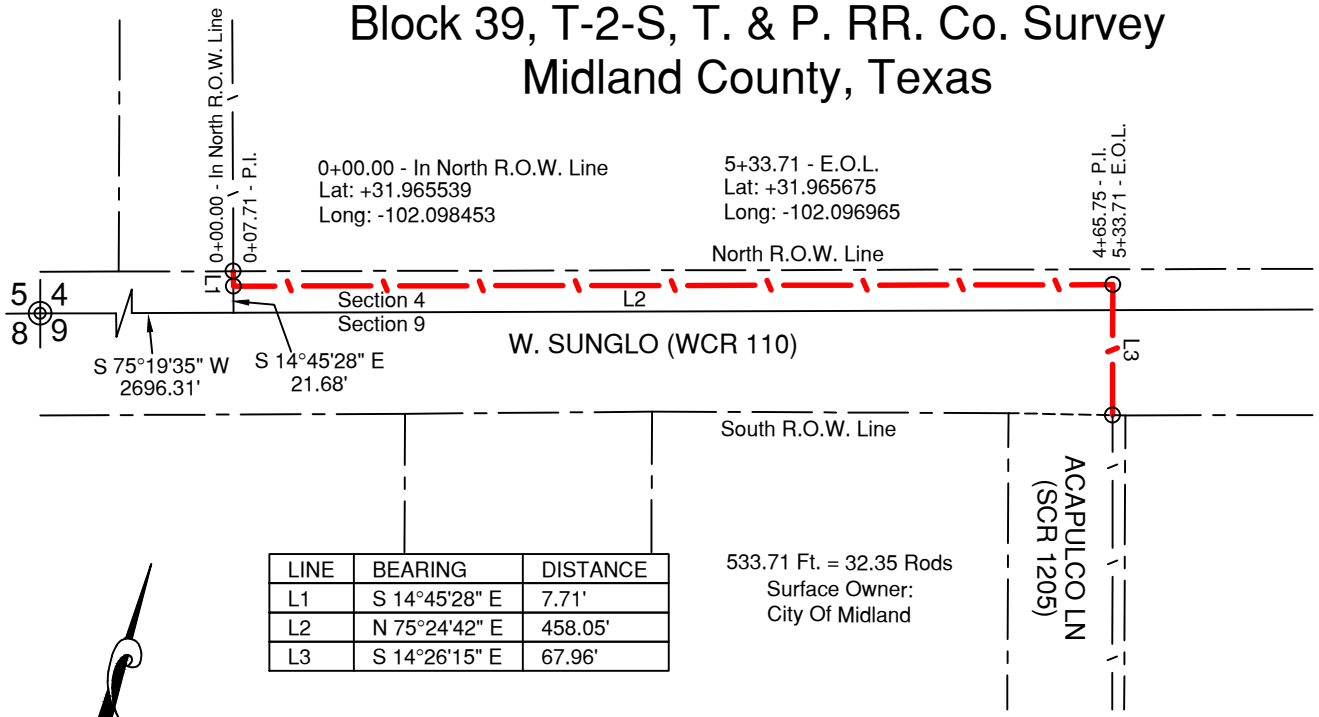
Stephen P. Marlowe
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5715

December 17, 2019
191217M-SPM

Scale: 1" = 100'

P.O. Box 51887, Midland, Texas 79710 (432) 262-0901 Fax (432) 262-0679 Firm #100201-00

Block 39, T-2-S, T. & P. RR. Co. Survey
Midland County, Texas



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STATE OF TEXAS
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REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5715

December 17, 2019
191217M-SPM

P.O. Box 51887, Midland, Texas 79710 (432) 262-0901 Fax (432) 262-0679 Firm #100201-00

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:

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 :	

INSURED
Targa Pipeline Mid-Continent WestTex LLC
110 W. 7th Street, Suite 2300
Tulsa OK 74119

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** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N 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.

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AGENCY CUSTOMER ID: 10TARGARES1

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Marsh Wortham,		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

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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

0023705

DATE: 4/24/2020

AMOUNT: $1,647.00

PAY One thousand six hundred forty seven dollars & no cents 00/100 DOLLARS

Security Features Included. Details On Back

TO THE ORDER OF City of Midland
P.O. Box 1152
Midland, TX 79702

SIGNATURE MP

Justin Wenger
PRINTED NAME MP

⑈0023705⑈ ⑆071000013⑆ 632558805⑈

0023705

TAXPAYER ID/SSN NO. 75-600608

IN FULL FOR The renewal and application fee of a pipeline easement in Sections 4 and 9, Block 39, T-2-S, T&P, RR Co Survey Midland County, Texas.

Rods

32.35 Rods @ $20 per rod = $647.00

Application Fee = 1,000.00

$1,647.00 Total

License # 20-329-006

DEPT APPROVAL _____ DATE: _____

TARGA RESOURCES, LLC.

GL COMPANY 35041 GL ACCOUNT 552005 RC 121000 LOC _____

PROJECT NO _____ TASK Land & ROW/Easement/Renewal

PROJECT NAME COM renewal [redacted] 2010-103

ENTERED THE ONE NET _____ DATE _____

9.19

City Council Agenda

Approved for Agenda:
rwpatrick
City Manager's Office

MEETING DATE: 5/12/2020

TO: City Council / City Manager

FROM: Charles Harrington,

SUBJECT: Consider a resolution of the City Council of the City of Midland, Texas, nominating Plains All American Pipeline, L.P., to the Office of the Governor, Economic Development and Tourism, through the Economic Development Bank as an Enterprise Project pursuant to the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code; providing an effective date; and designating a liaison for the communication with interested parties.

Purpose:

Consider a resolution nominating Plains All American Pipeline to the Office of the Governor, Economic Development and Tourism, through the Economic Development Bank as an Enterprise Zone Act.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

No Impact

Discussion:

Plains All American Pipeline has requested that City nominate their proposed development as an enterprise project to the State of Texas for consideration to participate in the Texas Enterprise Zone Program. By providing this opportunity to receive tax relief, it will induce the investment of private resources in in business and provide employment opportunities to residents of the enterprise zone and other economically disadvantaged individuals. At least 25% of the new employees will be residents of the enterprise zone, economically disadvantaged individuals or veterans.

The Executive Director of the Midland Development Corporation will serve as the City's liaison and perform necessary reporting to the State. The project will have a life of 5 years.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, NOMINATING PLAINS ALL AMERICAN PIPELINE, L.P., TO THE OFFICE OF THE GOVERNOR, ECONOMIC DEVELOPMENT AND TOURISM, THROUGH THE ECONOMIC DEVELOPMENT BANK AS AN ENTERPRISE PROJECT PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE; PROVIDING AN EFFECTIVE DATE; AND DESIGNATING A LIAISON FOR THE COMMUNICATION WITH INTERESTED PARTIES

WHEREAS, the City of Midland, Texas (the "City"), on August 24, 2010, passed Ordinance No. 8832 electing to participate in the Texas Enterprise Zone Program, and the local incentives offered under this resolution are the same on this date as were outlined in Ordinance No. 8832; and

WHEREAS, the Office of the Governor, Economic Development and Tourism, through the Economic Development Bank will consider Plains All American Pipeline, L.P. ("Plains") as an enterprise project pursuant to a nomination and an application made by the City; and

WHEREAS, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the "Act"), Plains has applied to the City for designation as an enterprise project; and

WHEREAS, the City finds that Plains meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. Plains is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body's jurisdiction located in an enterprise zone, and at least 25 percent of the business' new permanent jobs in the enterprise zone will be held by residents of an enterprise zone, economically disadvantaged

individuals, or veterans; and

2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and

3. The designation of Plains as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area;

and

WHEREAS, the City finds that Plains meets the criteria for tax relief and other incentives adopted by the City and nominates Plains for enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, the City finds that it is in the best interest of the City to nominate Plains as an enterprise project pursuant to the Act;

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

SECTION ONE. That the findings of the City of Midland, Texas, and its actions approving this resolution taken at the Midland City Council meeting are hereby approved and adopted.

SECTION TWO. That Plains is a "qualified business," as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Chapter 2303, Subchapter F of the Act.

SECTION THREE. That the enterprise project shall take effect on the date of designation of the enterprise project by the agency and terminate five (5) years from the date of designation.

SECTION FOUR. That the City Council of the City of Midland, Texas, hereby directs and designates the executive director of the Midland Development Corporation as the City's liaison to communicate and negotiate with the Office of the Governor, Economic Development and Tourism, through the Economic Development Bank and enterprise projects

and to oversee zone activities and communications with qualified businesses and other entities in the enterprise zone or affected by an enterprise project.

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 ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

April 29, 2020

Business Confidential

Courtney Sharp
City Manager
City of Midland
300 N. Lorraine
Midland, TX 79701

Cole Nieman
Finance Specialist
Economic Development & Tourism
Officer of the Governor
1100 San Jacinto, 3rd Floor
Austin, Texas 78701

Re: Plains All American Pipeline, L.P.

Dear Mr. Sharp,

This letter is to serve as the Project Description as outlined in the instructions of the Texas Enterprise Project Application.

Company Background
Plains All American Pipeline, L.P. ("Plains" or the "Company") is a publicly-traded master limited partnership that owns and operates midstream energy infrastructure and provides logistics services for crude oil, natural gas liquids ("NGL") and natural gas. The Company owns an extensive network of pipeline transportation, terminalling, storage and gathering assets in key crude oil and NGL producing basins and transportation corridors and at major market hubs in the United States and Canada and have an estimated $33B in estimated revenues. Our vision is to become the premier crude oil and NGL transportation and marketing company in the United States and Canada by providing the utmost in value-added services to our customers, and in doing so, delivering superior returns to our stakeholders. On average, Plains handles more than 6 million barrels per day of crude oil and NGL in its transportation segment. The Company employs approximately 5,000 employees around the world and has over 1,900 employees at its facilities located throughout Texas. The Company is headquartered in Houston, Texas.

Plains and its affiliated limited partnerships adhere to high standards of environmental quality and are committed to providing a workplace that protects the health and safety of our employees and the communities surrounding our facilities. In order to achieve this objective, Plains strives to have the environment, health & safety fully integrated into its business planning and decision-making process. We believe this will enhance and promote the protection of our employees, human health and the environment while increasing value for our stakeholders.

Project Summary
Plains is building a new corporate office which will consist of approximately $14 million related to the construction of a new facility for the Plains All American Permian Control Center in Midland. The new facility and qualified business site will be located at 1106 Griffith Dr, Midland, TX. 79706. The investments under consideration include the design and construction of a 67,500 sq. ft. ground up building and interior build out for the new facility. This projected capital investment includes expenses related to the cost of the land, labor on construction, machinery and equipment and other capital investment.

Plains' new capital investments over the next five years at its Midland location includes the following:

- $10,000,000 of construction costs for new facility; and
- $3,000,000 for furniture, fixtures and IT equipment.

Plains currently employs approximately 270 full-time employees in Midland. This location is the primary location for the Company's pipeline operations control. Substantially all of Plains' oil flow through its vast network of pipelines that is controlled from terminals located in the Midland Control Center. The Control Center also supports the Company's over-the road truck operations. In addition to this facility Plains operates their Regional Headquarters at 10 Desa Drive and two Tank Farms at 1301 S County Rd 1150 and 1218 S County Rd 1150. The proximity of these operations allows employees to cross over to other locations and perform essential job duties at each facility. Based on the nature of the business all of these locations are intertwined for the operations of the project and combined created the Qualified Business Site. No additional transportation needs are required at this time.

Plains' planned investment will result in improved efficiency and continuous improvement of operations. It is expected this investment will result in 280 jobs claimed for benefit, consisting of 270 retained jobs and the creation of 10 new jobs at the qualified business site. The new jobs title list will mostly consist of controllers, managers and supervisor roles.

The short-term goal for the project is to improve our operational capabilities, update technologies and improve working environments. Ultimately, the long-term benefit of our expanded infrastructure is to better serve customers, and strategically position Plains All American to be the premier crude oil and NGL transportation and marketing company in the United States and Canada.

Included in this designation for Plains are other organizations: Plains Marketing, L.P., Plains Pipeline, L.P. and Plains All American GP LLC. Plains Marketing, L.P. and Plains Pipeline, L.P. will be involved in making capital investment at the qualified business site and will be paying state sales and use tax at the qualified business site. Plains All American GP LLC will be involved in the employment of employees at the qualified business site.

Plains takes pride in being a responsible corporate citizen and contributing member of the local economy. Over its tenure in Midland, the Company has supported many philanthropic activities via charitable donations and volunteer efforts to various organizations such as High Sky Children's Ranch, Special Olypmics, Midland Youth Life Program, Rock the Desert Ministries, and various collection drives. The Company looks forward to continuing philanthropic efforts in the City of Midland as it continues to grow its business.

Enterprise Zone Project Designation Request

Plains respectfully requests that the City of Midland nominate this project as an Enterprise Project for job retention and creation to be designated by the Governor's Office of Economic Development. The designation would allow Plains to receive rebates on state sales and use over the course of the five-year period. These rebates will help facilitate the significant new investment and job retention at Griffith Dr. location because Plains will incur sales and use taxes on construction of its new facility. In addition, Plains will make routine annual purchases locally to maintain operation and continue to consume electricity and other local utilities.

If you have any questions regarding technical matters related to the Texas Enterprise Zone Program, please contact Tam Vo at (832) 476-3763 or Tam.Vo@us.gt.com. Thank you for your consideration of this nomination that will make positive economic impact to our project as Plains strives to continue as an consistent employer in Midland.

Best regards,

Walter van Zanten
Vice President, Tax

CC: Tam Vo, Grant Thornton LLP

City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: **May 12, 2020**

TO: **City Council/ City Manager**

FROM: **Elizabeth Shaughnessy, Senior Planner**

SUBJECT: **Consider an ordinance on second reading on a request by Cork & Pig Tavern – Ally Village, LLC, for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages, for on premises consumption in a restaurant, on a 5,460 square foot portion of Lot 2, Block 1, Corporate Plaza, Section 21, City and County of Midland, Texas. (Generally located on the south side of Spring Park Drive, approximately 685-feet east of N. Big Spring Street. Council District 2)**

Purpose:

The applicant is requesting a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption in a restaurant at 200 Spring Park Drive, Suite 200, Midland, Texas 79705.

Recommended City Council Action:

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Current Zoning:

RR, Regional Retail District.

Surrounding Zoning and Land Use:

The property is located at 200 Spring Park Drive, Suite 200 in a RR, Regional Retail District. The property to the north is zoned RR, Regional Retail District, and the location of

Ally Outdoor and Ally Cafe. The property to the east is zoned PD, Planning District for a Transitional District. This property is regulated by Ordnance No. 6728 and is the location of offices. The properties to the south are zoned SF-2, Single-Family Dwelling District, and the location of residences. The properties to the west, are zoned RR, Regional Retail District, and the location of Midland Self Storage and SoftSuds.

Discussion:

The property is located in a RR, Regional Retail District, which permits the sale of alcoholic beverages, for on-premises consumption in a restaurant with the approval of a Specific Use Designation with term. The applicant is proposing a restaurant Cork & Pig Tavern in the shopping center. Cork & Pig Tavern will be located in building "B", and will have a total square footage of 5,460, of which 3,900 square feet will be dedicated to the alcohol serviceable area.

The proposed site plan provides adequate access and internal circulation. A total of 229 shared parking spaces for all three (3) proposed buildings, of which 8 will be accessible spaces. The Restaurant will have a total occupancy of 89 people; therefore, 15 parking spaces will be required.

The restaurant will have the following hours of operation and alcohol service:

Monday through Thursday: 11:00 a.m. to 10:00 p.m.
Friday through Saturday: 11:00 a.m. to 11:00 p.m.
Sunday: 11:00 a.m. to 9:00 p.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Engineering: (Approved)

No objection.

Fire: (Approved)

No comments.

Transportation: (Approved)

No objection.

Code Administration: (Approved)

The SUD for Cork and Pig is acceptable. The property must adhere to the current maximum occupant load of 89 patrons. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to* "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) This request will aid in promoting investment in an established area with existing capital assets. This development will make full use of existing infrastructure, while also respecting the character of the surrounding neighborhood. This Development will comply with Future Land Use map which calls for Regional Commercial (CR), which recommends areas that improve economic performance and opportunities for social interaction, by locating diverse and complementary uses in close proximity.

This request was recommended for approval at the April 6, 2020 Planning and Zoning Commission Meeting.

This request was approved at the April 28, 2020 City Council meeting.

This request meets all requirements; therefore, staff recommends approval of a Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Conditions A thought G.

Conditions:

A. **That the alcoholic serviceable area of the restaurant shall be limited to approximately 3,900 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**

B. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

C. **That the establishment shall meet all requirements of the Fire Department and Code Administration.**

D. **That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**

E. **That the days and hours of alcoholic beverages sales and consumption shall be limited to:**

> ***Monday* through Thursday: 11:00 a.m. to 10:00 p.m.**
> **Friday through Saturday: 11:00 a.m. to 11:00 p.m.**

Sunday: 11:00 a.m. to 9:00 p.m.

F. **That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.**

G. **That in accordance with Section 9.07.E.3 of the Zoning Ordinance, the restaurant shall be in operation within 120 days from the final adoption date of this ordinance.**

Letters of Objection:

As of April 22, 2020, staff has not received any letters of objections.

Attachments:

Floor Plans (Exhibit A)
Application
Maps

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 5,460-SQUARE FOOT PORTION OF LOT 2, BLOCK 1, CORPORATE PLAZA, SECTION 21, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF SPRING PARK DRIVE, APPROXIMATELY 685 FEET EAST OF NORTH BIG SPRING STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 5,460-square foot portion of Lot 2, Block 1, Corporate Plaza, Section 21, City and County of Midland, Texas (the "Property") as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages for on-premises consumption in a restaurant (the "Establishment"), together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 3,900 contiguous square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

C. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

D. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Thursday from 11:00 a.m. to 10:00 p.m.;
Friday and Saturday from 11:00 a.m. to 11:00 p.m.; and
Sunday from 11:00 a.m. to 9:00 p.m.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the applicant shall obtain a Certificate of Occupancy for the Establishment prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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:

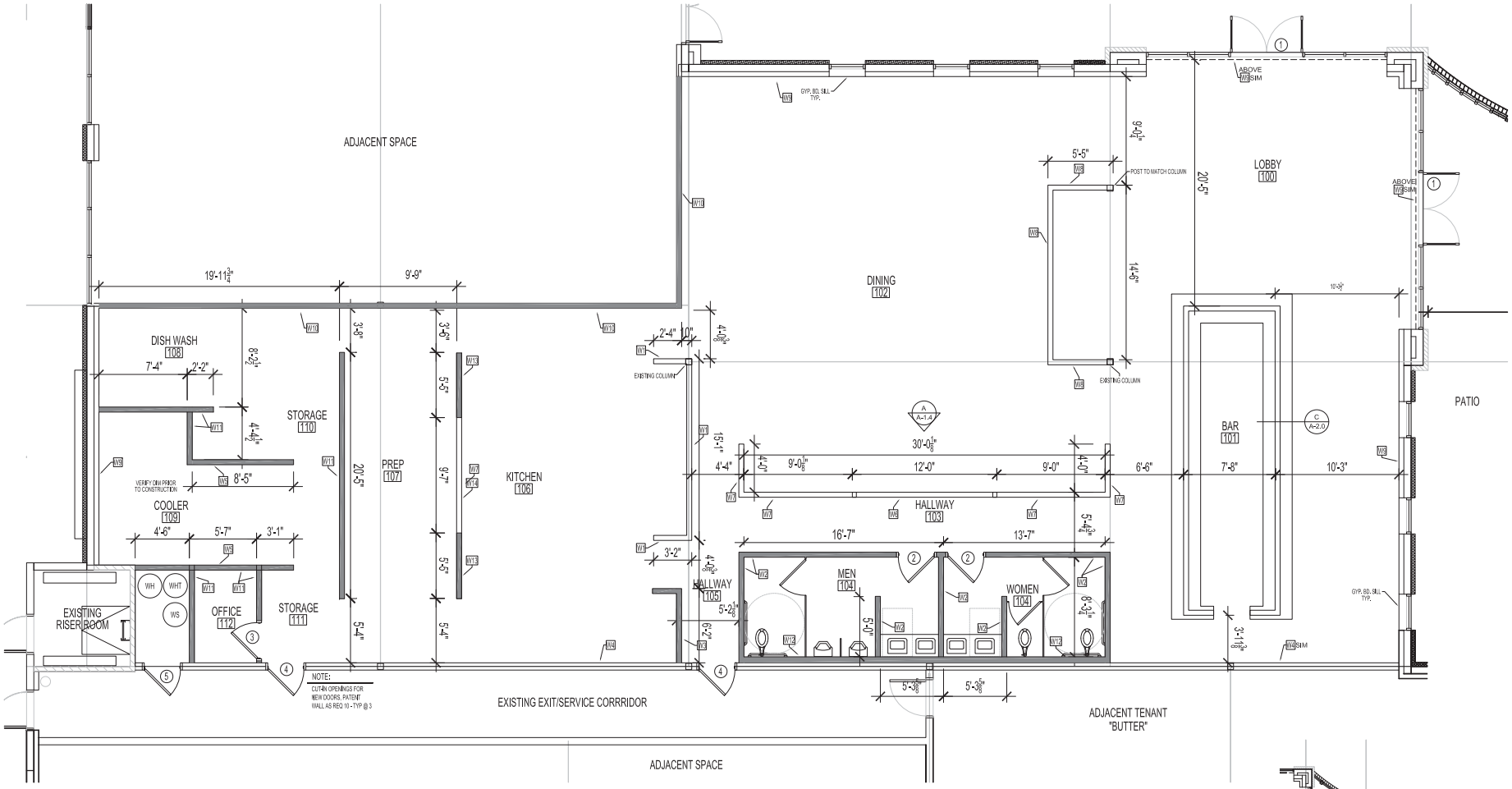
_____
Robert Patrick, Assistant City Manager

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

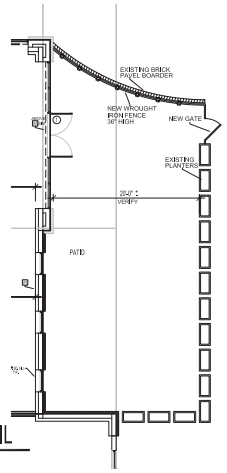
Exhibit A



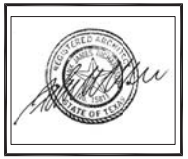
A A-1.0 FLOOR PLAN
SCALE: 1/4" = 1'-0"

HARDWARE SCHEDULE	
SET	DESCRIPTION
A	SOLID CORE WOOD DOOR - STAIN GRADE BIRCH KNOCK DOWN ALUMINUM FRAME 1½ PAIR McKINNEY HINGES #TA274 - 4½" x 4½" OVERHEAD MOUNTED CLOSER PUSH PLATE - ROCKWOOD 71A SATIN CHROME FINISH PULL HANDLE - ROCKWOOD BF150 SATIN CHROME FINISH 3 SILENCERS - 'IVES' #20 ROCKWOOD FLOOR MOUNTED DOOR STOP #440 2 KICK PLATES - 'IVES' #8400B4-15X32D MOUNT ON EACH SIDE OF DOOR
B	SOLID CORE WOOD DOOR - STAIN GRADE BIRCH KNOCK DOWN ALUMINUM FRAME ARROW LEVER TYPE DOOR HARDWARE 1½ PAIR McKINNEY HINGES #TA274 - 4½" x 4½" MORTISED PRIVACY SET 3 SILENCERS - 'IVES' #20 ROCKWOOD FLOOR MOUNTED DOOR STOP #440
C	HOLLOW METAL DOOR HOLLOW METAL FRAME ARROW EXIT DOOR HARDWARE - PUSH SIDE 1½ PAIR McKINNEY HINGES 4½" x 4½" W/ NON-REMOVEABLE PINS OVERHEAD MOUNTED CLOSER-1180' NATIONAL GUARD THRESHOLD #425 KICK DOWN HOLD OPEN DEVICE 3 SILENCERS -'IVES' #20 KEYED ACCESS FROM OUTSIDE ONLY 2 KICK PLATES - 'IVES' #8400B4-15X32D MOUNT ON EACH SIDE OF DOOR

DOOR SCHEDULE					
SYMBOL	SIZE	TYPE	FRAME	HDWR.	LOCATION
	EXISTING PAIR 3'-0" X 7'-0"	GLASS DOOR	ALUMINUM	EXISTING	ENTRY
2	3'-0" X 7'-0"	SOLID CORE WOOD	KD ALUMINUM	A	RESTROOM, WH CLOSET
3	3'-0" X 7'-0"	SOLID CORE WOOD	KD ALUMINUM	B	OFFICE
4	3'-0" X 7'-0"	HOLLOW METAL	HM	C	CORRIDOR
5	3'-0" X 7'-0"	HOLLOW METAL	HM	B	UTILITY



B A-1.0 PATIO DETAIL
SCALE: 1/8" = 1'-0"



DCI
DALLAS CHAD WALTERS
CONSTRUCTION INC.
CHAD WALTERS
432-352-0388
CHAD@DCI-DALLAS.COM
WWW.MIDLAND-DCI.COM

CORK AND PIG
ALLY VILLAGE
200 SPRING PARK DRIVE SUITE 200
MIDLAND, TEXAS
LOT 002, BLOCK 001
CORPORATE PLAZA

Cork & Pig Tavern

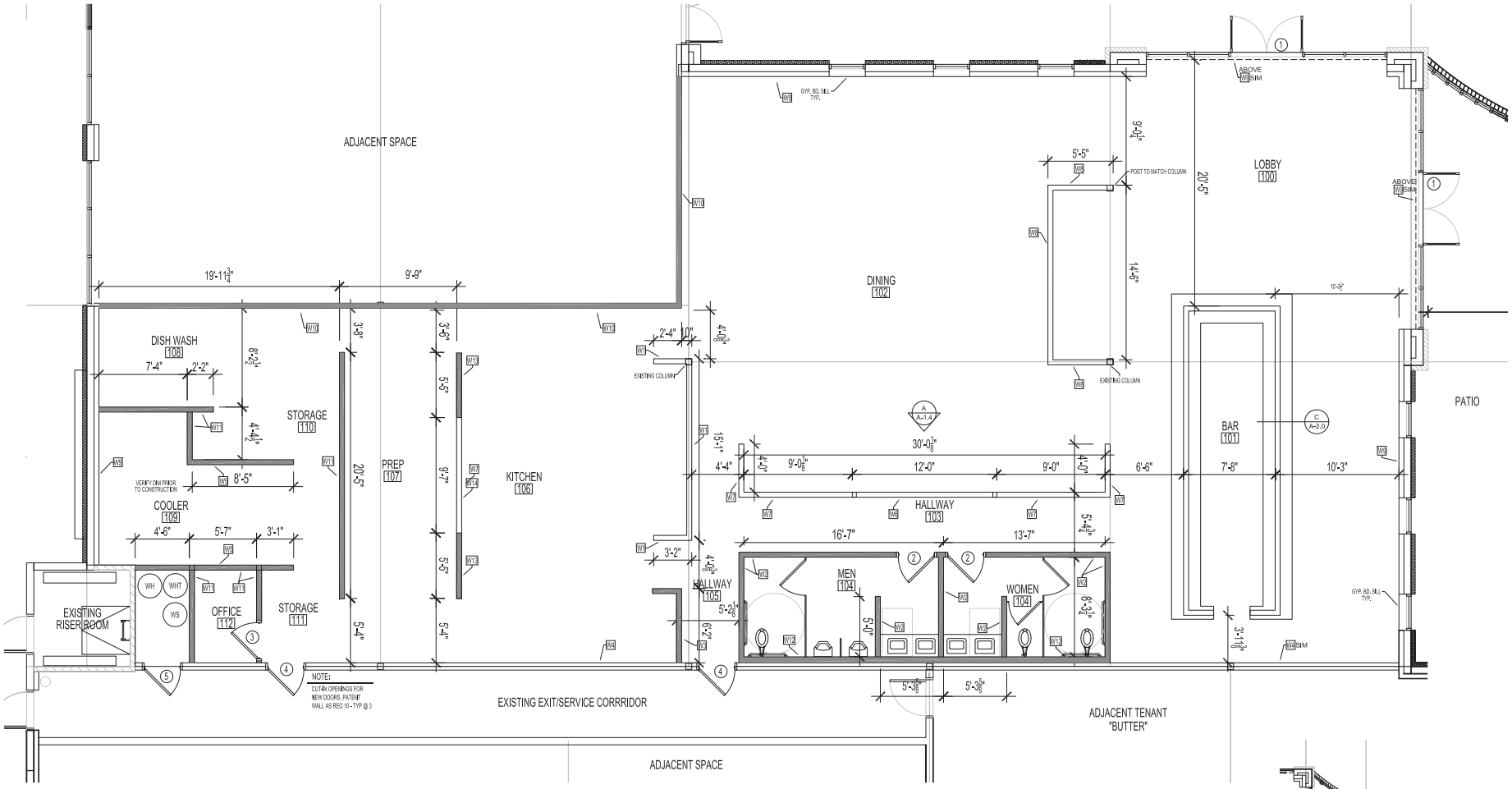
FRANK RICHARDSON, AIA
ARCHITECT
10000 WATERSTONE WAY
MCKINNEY, TEXAS 75072
214-864-2504

No.	Revisions/Issue	Date
1	FINAL PLANS	12/17/19

Sheet 6 of 52

A-1.0

Exhibit A



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DOOR SCHEDULE					
SYMBOL	SIZE	TYPE	FRAME	HDWR.	LOCATION
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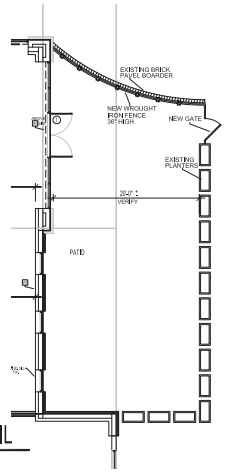

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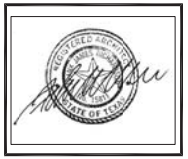

CORK AND PIG
ALLY VILLAGE
200 SPRING PARK DRIVE SUITE 200
MIDLAND, TEXAS
LOT 002, BLOCK 001
CORPORATE PLAZA

FRANK RICHARDSON, AIA
ARCHITECT
10000 WATERSTONE WAY
MCKINNEY, TEXAS 75072
214-864-2504

No.	Revisions/Issue	Date
1	FINAL PLANS	12/17/19

Sheet 6 of 52

A-1.0

11.10

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUD-20-0074

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Cork & Pig Tavern - Ally Village, LLC		Phone (310) Email 977-5266	
Address 950 E. State Hwy 114, Ste 160	City Southlake	State Texas	Zip 76092
Property Owner Printed Name: GRIPP REAL ESTATE INVESTMENTS, LLC		Phone (214) Email 864-2504	
Address 200 SPRING PARK DRIVE, SUITE 105	City Midland	State Texas	Zip 79705
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 200 SPRING PARK DRIVE, SUITE 200			
Business Name: CORK & PIG TAVERN			
Legal Description Lot: 002 Block: 001 Subdivision: CORPORATE PLAZA			
Current Zoning: RESTAURANT USE WITH ON PREMISES ALCOHOL SALES			
Reason for Request: Approval by City to file for TABC permit			

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*:			
Proposed/Current Days and Hours of Operation: MONDAY - THURSDAY - 11:00am - 10:00pm SUNDAY 11:00am - 9:00pm FRIDAY - SATURDAY - 11:00am - 11:00pm			
Proposed Days and Hours of Alcohol Service: same as hours open, subject to TABC laws and regulations			
Total Square Footage of Business: 4560 indoor + 900 patio			
Square Footage of Alcohol Serviceable Area: 3,000 indoor + 900 patio			
Restroom Fixtures: *Men*	**Toilets/Urinals:** 1 / 2	**Bathroom Sinks:** 2	
Women	**Toilets:** 2	**Bathroom Sinks:** 2	

RECEIVED
MAR 10 2020

BY: .....

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):	Date: 3.10.20
Applicant (printed): EDLORD BUENAVENTURA	
Property Owner (signature):	Date:
Property Owner (printed) :	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature):	Date: 03.09.20
Property Owner (printed) : FRANK RICHARDSON / GRIPP REAL ESTATE INVESTMENTS LLC	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

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_____
Authorized Agent (*signature*)

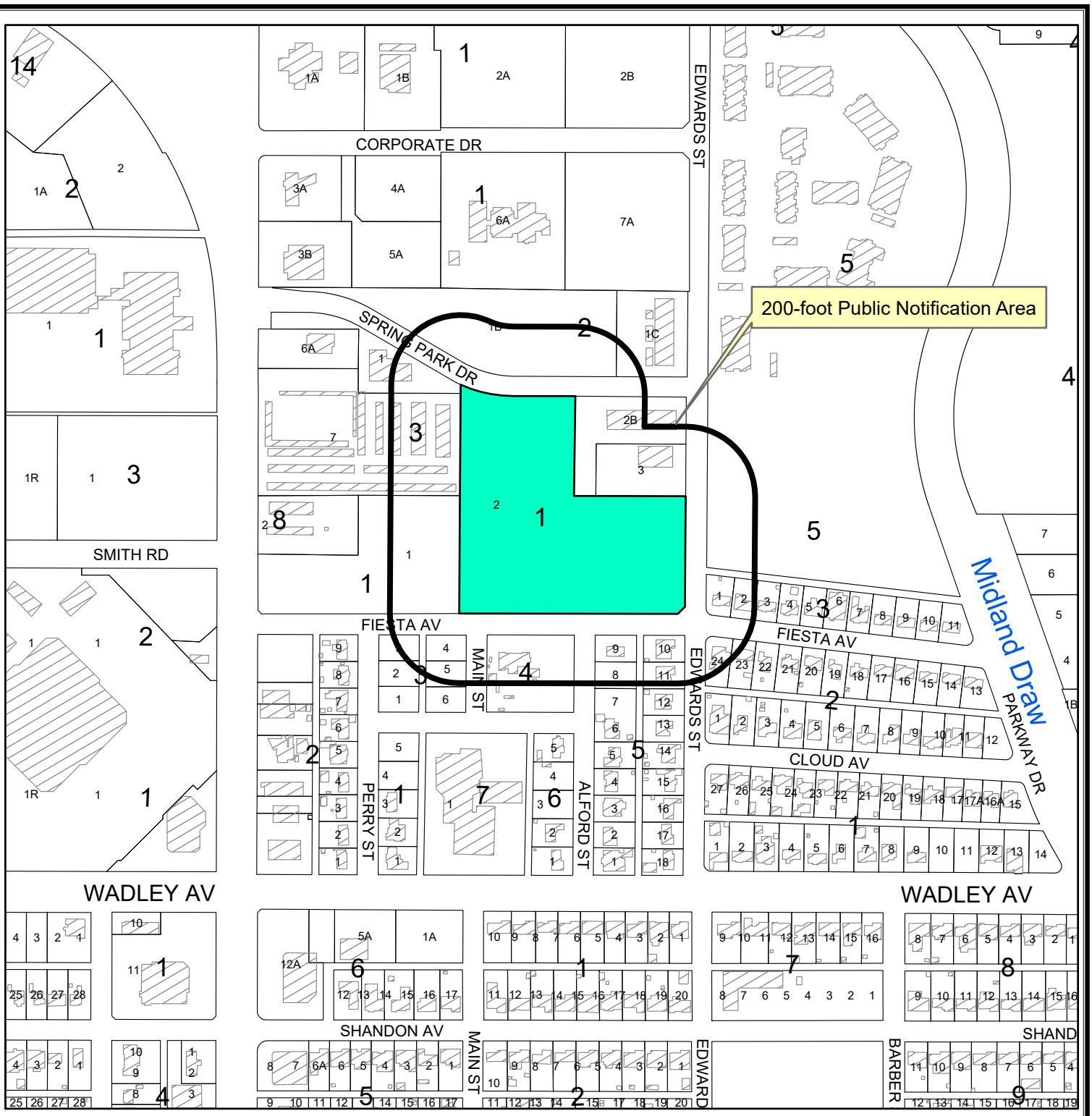
Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Dimensioned Floor Plan
☐ Application Fee	☐ Site Plan
Check #_____	☐ Plans in Digital Format (PDF/JPEG)
Received By:_____	Date:_____

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

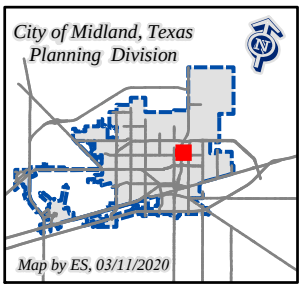
SUD-20-0074 **Scale: 1" = 400'**

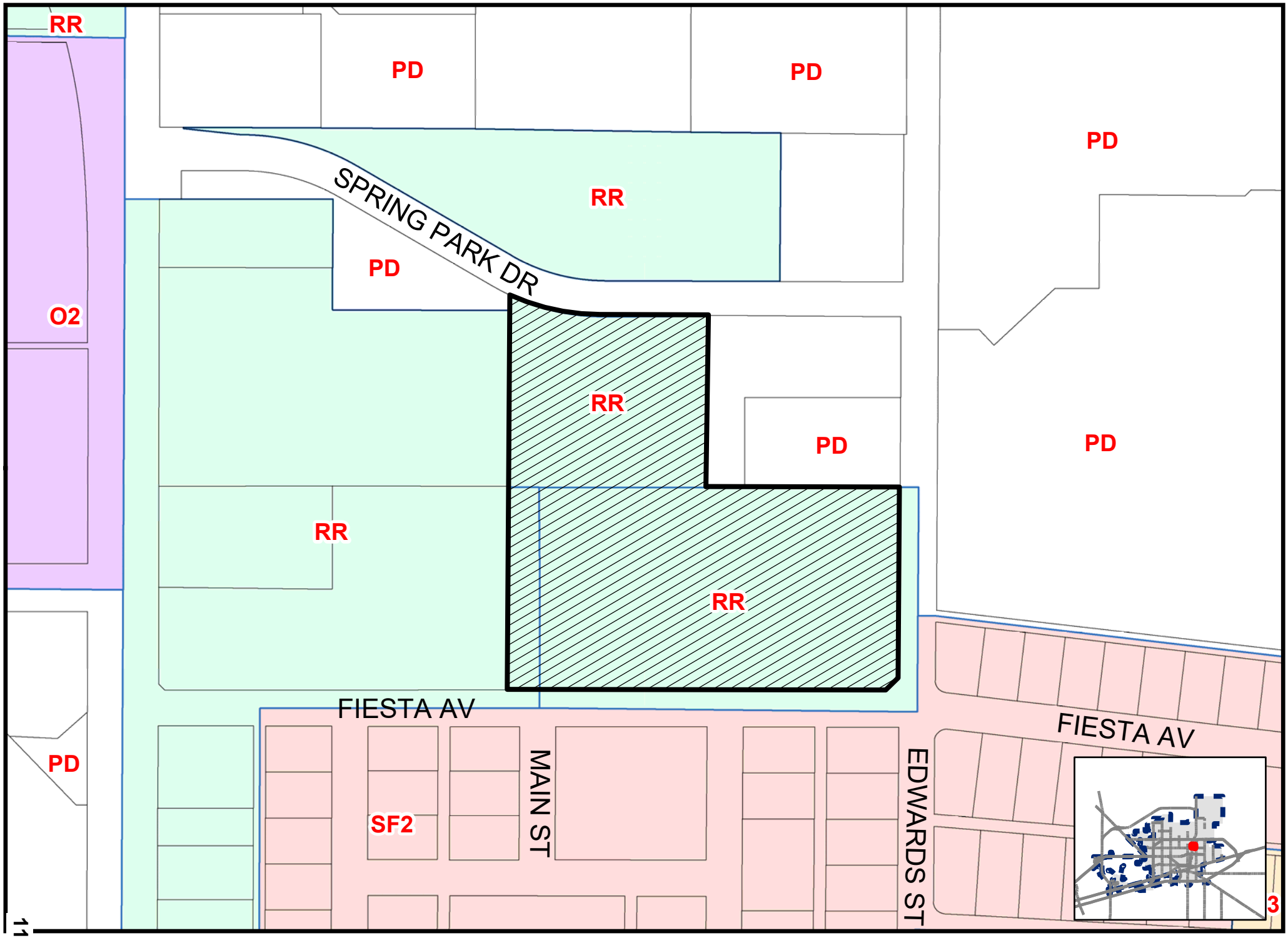
Consider a request by Cork & Pig Tavern – Ally Village, LLC for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages, for on premises consumption in a restaurant, on a 5,460 square foot portion of Lot 2, Block 1, Corporate Plaza, Section 21, City and County of Midland, Texas.

Generally located on the south side of Spring Park Drive, approximately 685-feet east of N. Big Spring. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





11.16

Map By ES, 3/20/2020

SUD-20-0074

Scale: 1" = 200'

ZONING MAP

11.17

11.18

11.19

11.20

City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: **May 12, 2020**

TO: **CITY COUNCIL**

FROM: **Elizabeth Shaughnessy, Senior Planner**

SUBJECT: **Consider an ordinance on second reading on a request by Alexandra Brinker for a Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, on a 4,472 square foot portion of Lot 1, Block 8, Polo Park, Section 3, City and County of Midland, Texas. (Generally located on the southeast corner of the intersection of N. Garfield Street and Castleford Road. Council District 1)**

Purpose:

The applicant, Alexandra Brinker, is requesting to amend the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant at 4610 N. Garfield Street D-1A.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Surrounding Zoning and Land Use:

The property is located at 4610 N. Garfield Street D-1A, in a PD, Planned District for a Shopping Center, which is regulated by Ordinance No. 7771. The properties to the north are zoned O-1, Office District, and PD, Planned District for a Housing Development, and are the locations of Comfort Suites & Polo Park Retirement Center. The properties to the east are zoned SF-2, Single Family Dwelling District, and PD, Planned District for a

Shopping Center are the locations of residences and Extra Space Storage, respectively. The properties to the west are zoned PD, Planned District for a Housing Development**,** LR, Local Retail District, and PD, Planned District for a Shopping Center, and are the locations of residences, Fairfield Inn & Suites by Marriott Midland, and Talbots, respectively. The property to the south, across West Loop 250 North, is zoned SF-1, Single Family Dwelling District, and is the location of Midland Airpark.

Discussion:

The property is located at 4610 N. Garfield Street D-1A, in a PD, Planned District for a Shopping Center, which is regulated by Ordinance No. 7771. This zoning district permits the sale of all alcoholic beverages, for on-premises consumption, in a restaurant with the approval of a Specific Use Designation.

The restaurant, Brew Street, currently has a Specific Use Permit (Ordinance No. 9630) for the sale of alcoholic beverages for on-premises consumption. The alcohol serviceable area includes a maximum floor area of 2,935 square feet, which includes a patio. Currently, the allowed days and hours of alcoholic beverage sales is the following:

Monday through Wednesday from 10:00 a.m. to 7:00 p.m.
Thursday through Saturday from 10:00 a.m. to 11:00 p.m.

The applicant is requesting to expand their alcohol service hours to the following:

Monday through Wednesday from 10:00 a.m. to 10:00 p.m.
Thursday through Saturday from 10:00 a.m. to 11:00 p.m.
Sunday from 10:00 a.m. to 10:00 p.m.

Per Midland City Code 5.4.4. –Prohibited place of business

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objections.

Engineering: (Approved)

No objection.

Transportation: (Approved)

No objection.

Building Code: (Approved)

The SUD for is acceptable provided that the property adheres to the current maximum occupant load of 90. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to* "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137)

This request was recommended for approval at the April 6, 2020 Planning and Zoning Commission meeting.

This request was approved at the April 28, 2020 City Council meeting with the amendment that the alcohol service hours on Sunday begin at 11:00 a.m.

This request meets all requirements; therefore, staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Condition A through F.

Conditions:

A. **That the serviceable area of the restaurant shall be limited to approximately 2,935 square feet, as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**

B. **That the enclosed patio area, as shown in Exhibit "A", shall have an exit only gate.**

C. **That the establishment shall meet all requirements of the Fire Department and Code Administration.**

D. **That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**

E. **That the days and hours of alcoholic beverages sales and consumption shall be limited to:**

> ***Monday through Wednesday from 10:00 a.m. to 10:00 p.m.***
> ***Thursday through Saturday from 10:00 a.m. to 11:00 p.m.***
> ***Sunday from 10:00 a.m. to 10:00 p.m.***

F. **That Ordinance No. 9630 is hereby repealed.**

Letters of Objection:

As of April 22, 2020, staff has not received any letters of objections.

Attachments:

Floor Plan (Exhibit A)
Ordinances No. 7771 and 9630
Application
Maps

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,472-SQUARE FOOT PORTION OF LOT 1, BLOCK 8, POLO PARK, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED SOUTHEAST OF THE INTERSECTION OF NORTH GARFIELD STREET AND CASTLEFORD ROAD), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 4,472-square foot portion of Lot 1, Block 8, Polo Park, Section 3, City and County of Midland, Texas (the "Property") as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages for on-premises consumption in a restaurant (the "Establishment"), together with the uses permitted in the present PD, Planned Development District for a Shopping Center.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 2,935 contiguous square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the enclosed patio area, as shown in Exhibit "A", shall have an exit only gate.

C. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

D. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

E. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

F. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Wednesday from 10:00 a.m. to 10:00 p.m.;
Thursday through Saturday from 10:00 a.m. to 11:00 p.m.; and
Sunday from 11:00 a.m. to 10:00 p.m.

G. That Ordinance No. 9630 is hereby repealed.

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:

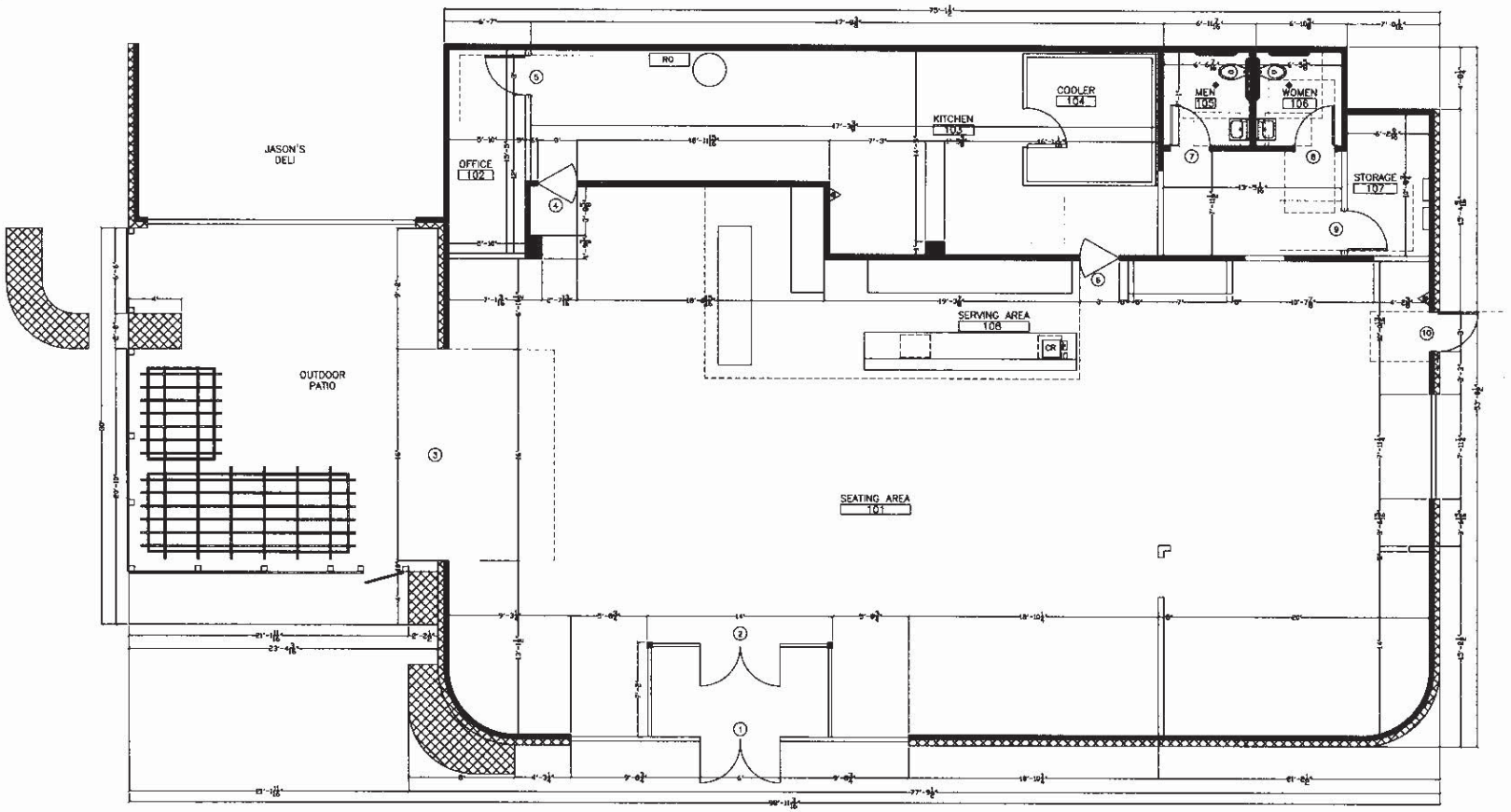
_____
Robert Patrick, Assistant City Manager

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



1 FLOOR PLAN
Scale: 1/4" = 1' - 0"

FLOOR PLAN LEGEND

EXISTING CONSTRUCTION

NEW CONSTRUCTION

General Notes

The Maximum Occupancy of this space is 99 including staff.

MIDLAND
PERMITS & INSPECTIONS
APPROVED FOR CONSTRUCTION

No.	Revision/Issue	Date

Firm Name and Address

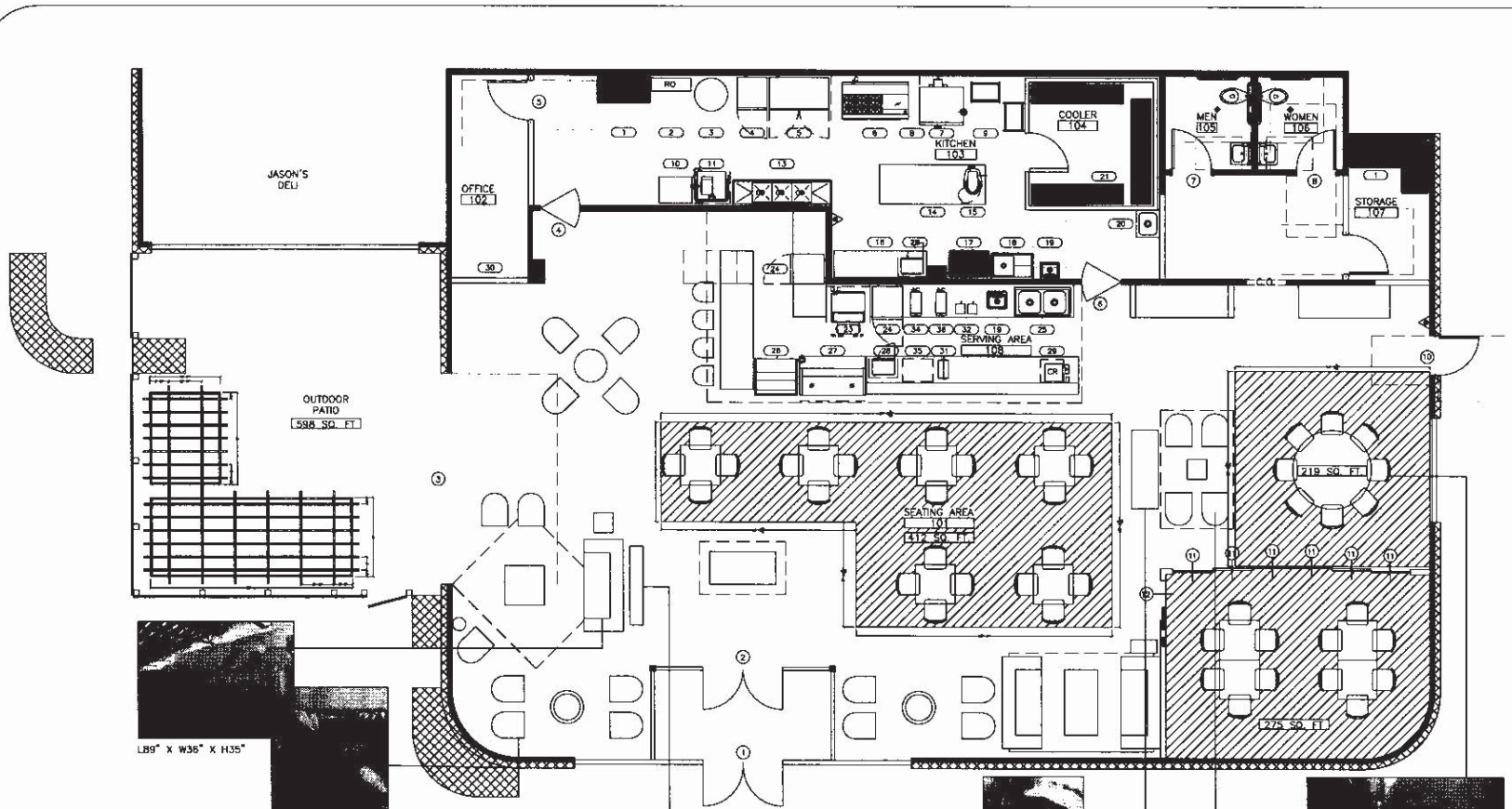
ROCIO JAQUEZ
9320 W 23RD ST
ODESSA, TEXAS 79763
915.526.3628

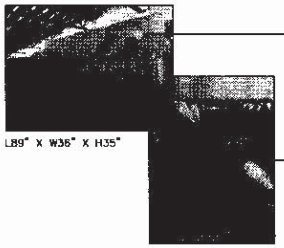
Project Name and Address

BREW STREET
4610 N GARFIELD ST., STE. 1
MIDLAND, TEXAS 79705

Project
Date 04.29.2016
Scale 1/4" = 1' - 0"

Sheet
A101

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L28" X W30" X H41"

1 SEATING LAYOUT
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L38" X W14.5" X H84"

L35" X W30" X H33"

BOOK CASE:
L57" X W15.5" X H84"
WHITE CHAIR:
L37" X W28" X H53.5"

SEATING LAYOUT
ASSEMBLY WITHOUT FIXED SEATING

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L70.5" X W17.5" X H81"

L29" X W32" X H42"

General Notes

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MIDLAND
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No.	Revision/Issue	Date
1	REVISION PER CITY	5/25/16

Firm, Status and Address
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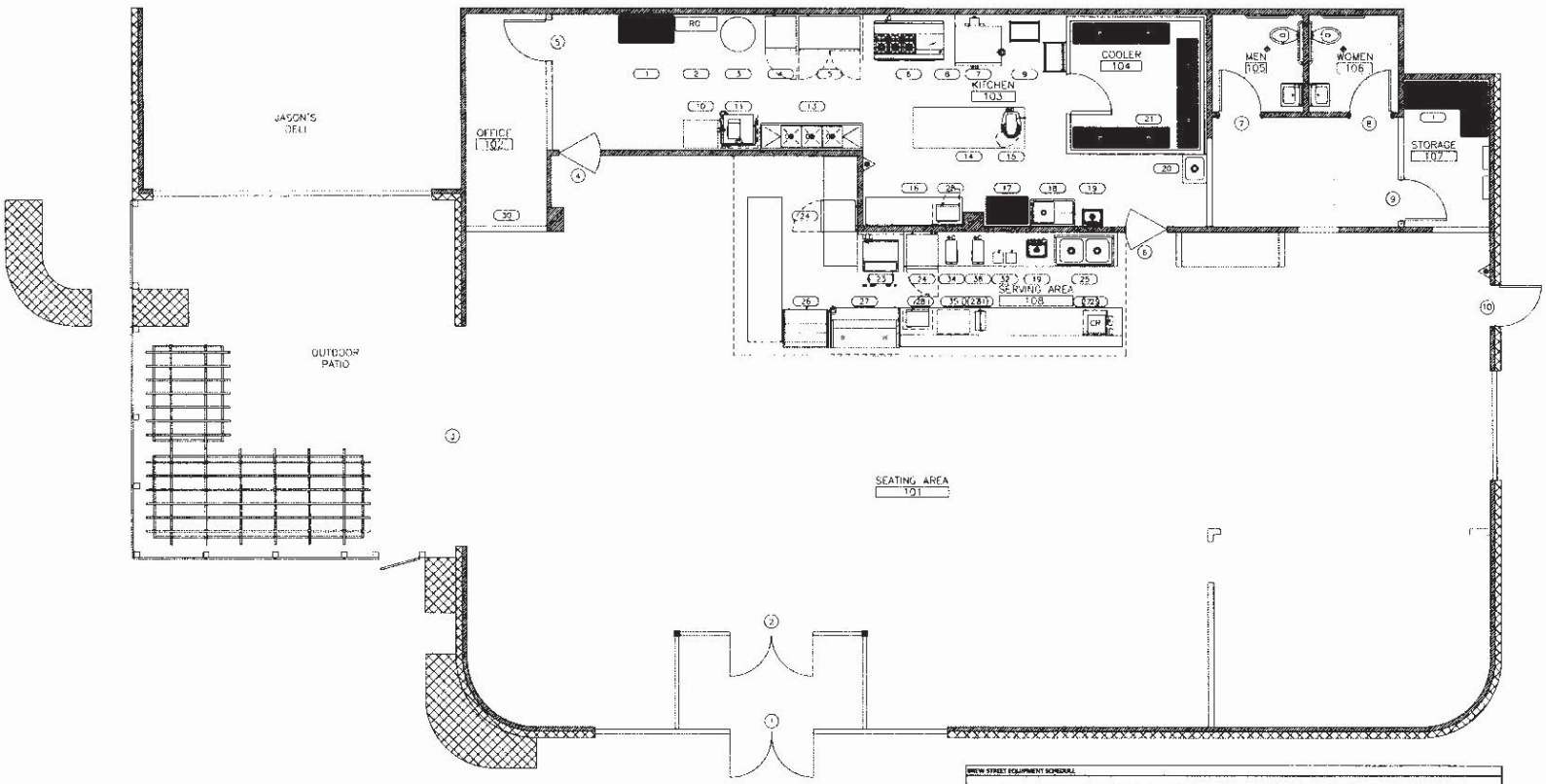

1 EQUIPMENT PLAN
Scale: 1/4" = 1' - 0"

BREW STREET EQUIPMENT SCHEDULE

Item No	Qty	Equipment Category	Manufacturer	Model Number	Amps	Phase	HP	Volts	Phase	Plug	NEMA	Functional Watts (W)	Actual Watts (W)	Cold Water Size (in)	Hot Water Size (in)	Gas Size (in)	Sub Drain Size (in)	Vent Size (in)	Gas Size (cu ft)
1	1	Dishwashing Unit, Modular	Advance Tabco	NC-24UR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2	1	R.O. Unit	Water World	1000GPD	6.0	-	-	115	1	K	5-15P	-	-	0.375	-	0.75	-	-	-
3		R.O. Unit																	
4	1	Refrigerator, Reach-In	True Food Service	T-23	7.6	-	0.33	115	1	K	5-15P	37	-	-	-	-	-	-	-
5	1	Freezer, Reach-In	True Food Service	T-49	9.8	-	0.83	115	1	K	5-15P	37	-	-	-	-	-	-	-
6	1	Range, Restaurant, Gas	Vulcan	6GRS-6B-24GB-N	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7	1	Oven, Convection, Gas	Vulcan	VC7GGD	3.0	-	0.5	120	1	K	5-15P	20.5	-	-	-	-	-	-	0.75
8	1	Hood			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9	2	Rack, Planter	Advance Tabco	UR-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
10	1	Table Work, 14gauge Back Splash w/ Undershelf	Advance Tabco	FLG-242	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
11	1	Warmwater, Door Type, Low Temp	Hoshizaki Warmwater	WF-S-HW-WS	11.4	-	0.75	115	1	-	-	685	-	-	-	-	2	-	-
12	1	Sink, MSF, 3comp, 14gauge	Advance Tabco	PS-3-1818-18RL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
13	1	Table Work, 14gauge, Flat Top w/ Undershelf	Advance Tabco	SS-368	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
14	1	Mixer, Countertop	Hobart US Foodservice	HL200	8.0	-	0.5	115	1	5	5-15P	-	4	-	-	-	-	-	-
15	1	Table, Work, 14gauge, Back Splash w/ Undershelf	Advance Tabco	HG-247	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
16	1	Slicing Unit, Meat	Advance Tabco	MC-14UM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
17	1	Sink, MSF, 1 comp, 14gauge	Advance Tabco	FL 1-1818-14 X	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
18	1	Hand Sink, Wall Mount	Advance Tabco	7-PS-54	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
19	2	Sink, Mop	Advance Tabco	9-SF-20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
20	1	Shelves			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
21	1	Ice Maker, Undercounter	Manitowoc Ice	UR-0310A	10.7	1.7	-	115	1	5	5-15P	12	-	0.375	-	0.5	-	-	-
22	1	Refrigerator, Undercounter	True Food Service	TUF-27	3.9	-	0.17	115	1	5	5-15P	12	-	-	-	-	-	-	-
23	1	Sink, MSF, 2 comp, 14gauge	Advance Tabco	9-22-40	-	-	-	-	-	-	-	-	-	0.5	1.5	-	-	-	-
24	1	Display Case, Refrigerated	Turbo Air	TGM-W-40SB	11.0	-	0.9	115	1	K	5-15P	-	-	-	-	-	-	-	-
25	1	Bakery Case, Non Refrigerated	True Food Service	TCGG-59	5.9	-	-	115	1	-	-	4	-	-	-	-	-	-	-
26	1	Oven, Microwave	ACP, Inc.	RM51075	14.0	1.5	-	120	1	7	5-15P	-	11.25	-	-	-	-	-	-
27	1	Point of Sale			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
28	1	Safe			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
29	1	Coffee Grinder	Bunn-O-Matic	35600.0000	11.0	-	0.75	120	1	X	5-15P	-	2	-	-	-	-	-	-
30	2	Blender, Beverage	Waring Commercial	MX1500XTX	13.0	-	-	120	1	X	-	-	-	-	-	-	-	-	-
31	1	Food Processor	Waring Commercial	WFP14SVW	8.0	-	-	120	1	X	-	-	-	-	-	-	-	-	-
32	1	Iced Tea Brewer	Bunn-O-Matic	34000.0000	19.0	2.5	-	120	1	X	5-15P	-	8.1	0.75	-	-	-	-	-
33	1	Coffee Machine	LaSpazio	S2 EE TA	19.0	2.5	-	120	1	X	5-15P	-	8.1	0.75	-	-	-	-	-

General Notes

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MIDLAND
Code Compliance Division
PERMITS & INSPECTIONS
APPROVED FOR CONSTRUCTION

No:	Revision/Issue	Date

Firm, Name and Address

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915.526.3628

Project Name and Address

BREW STREET
4610 N GARFIELD ST., STE. 1
MIDLAND, TEXAS 79705

Project

Date
04.29.2016

Scale
1/4" = 1' - 0"

Sheet
A102

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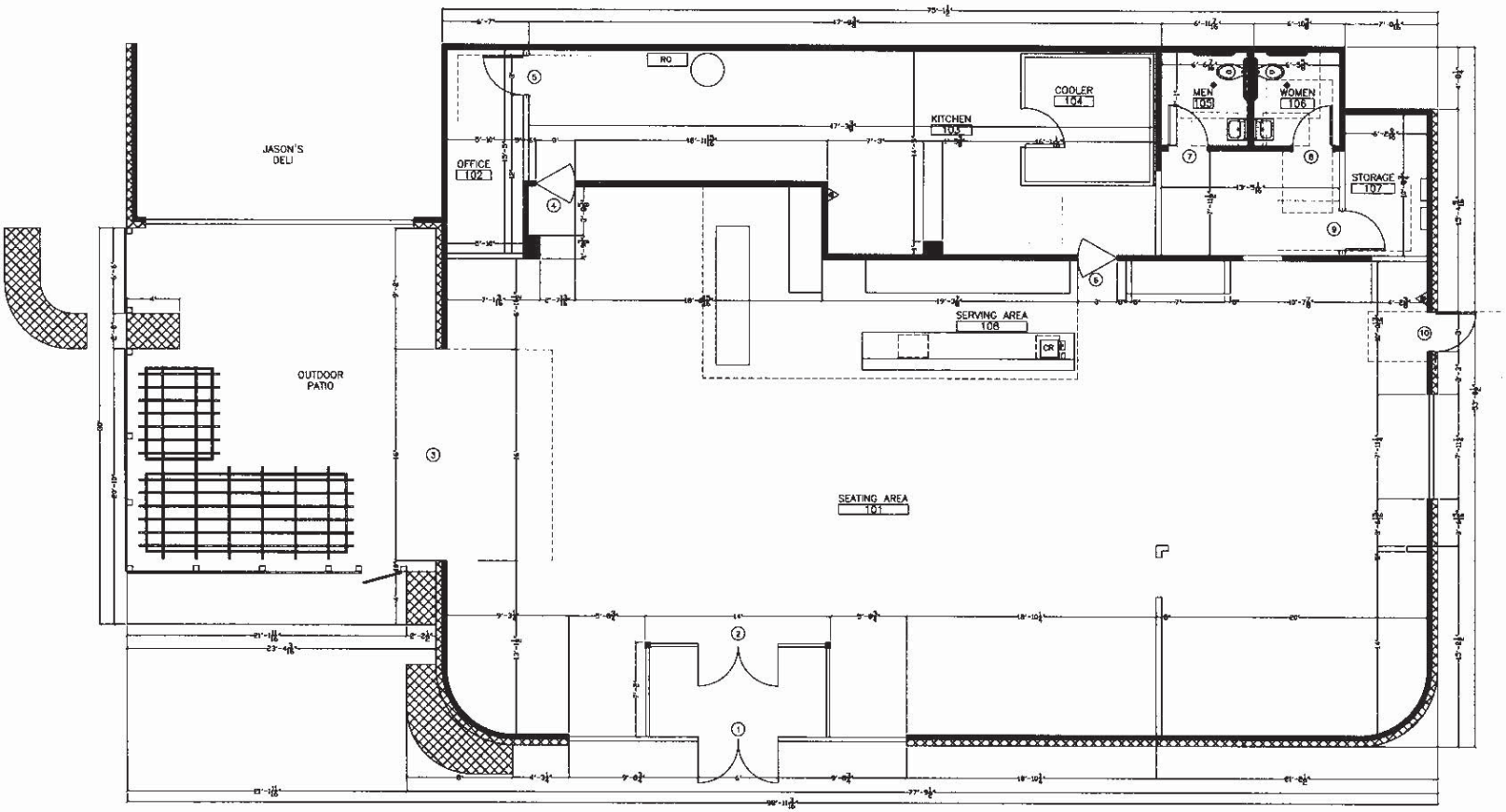

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FLOOR PLAN LEGEND

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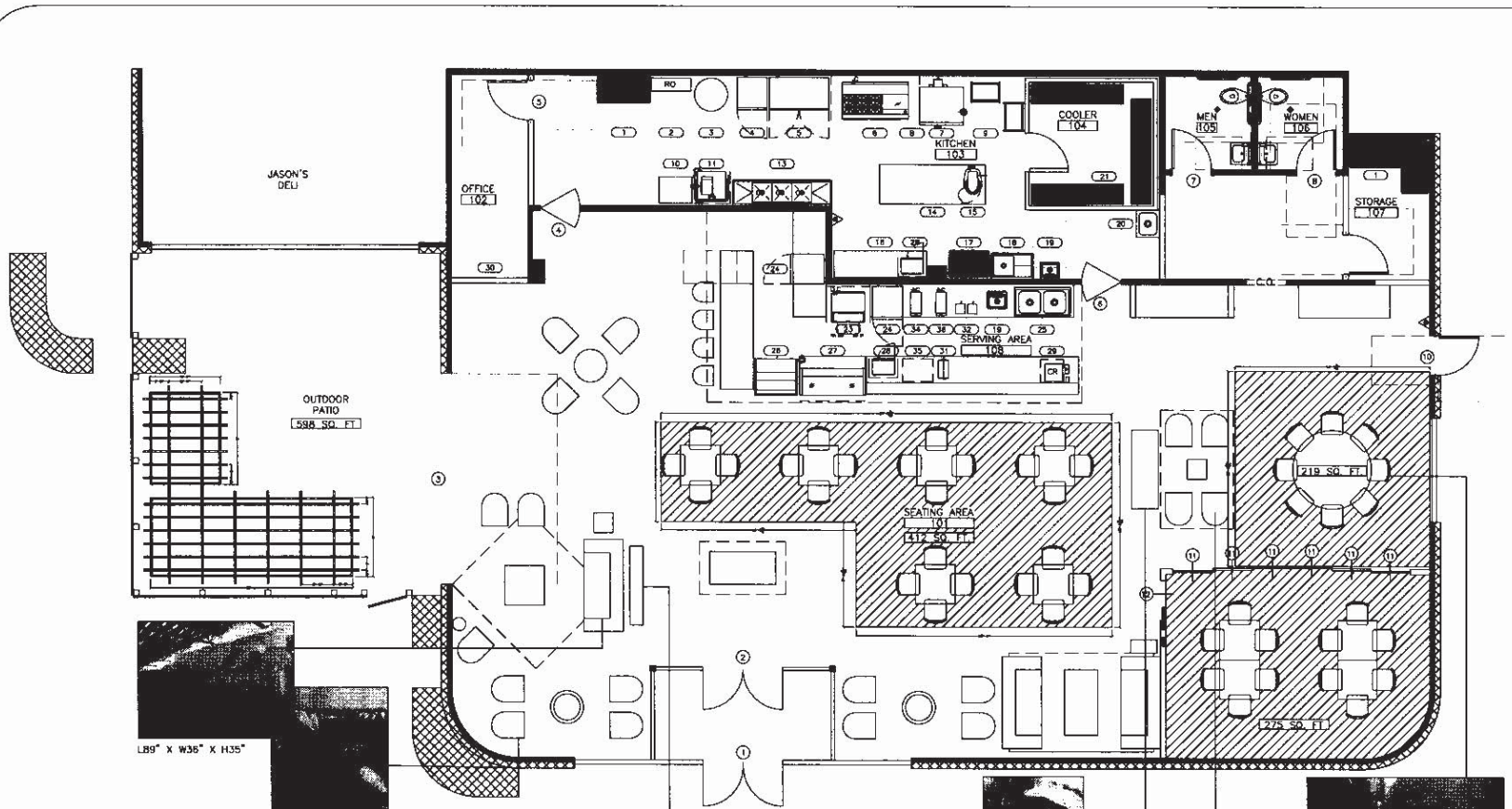

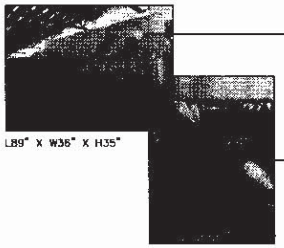
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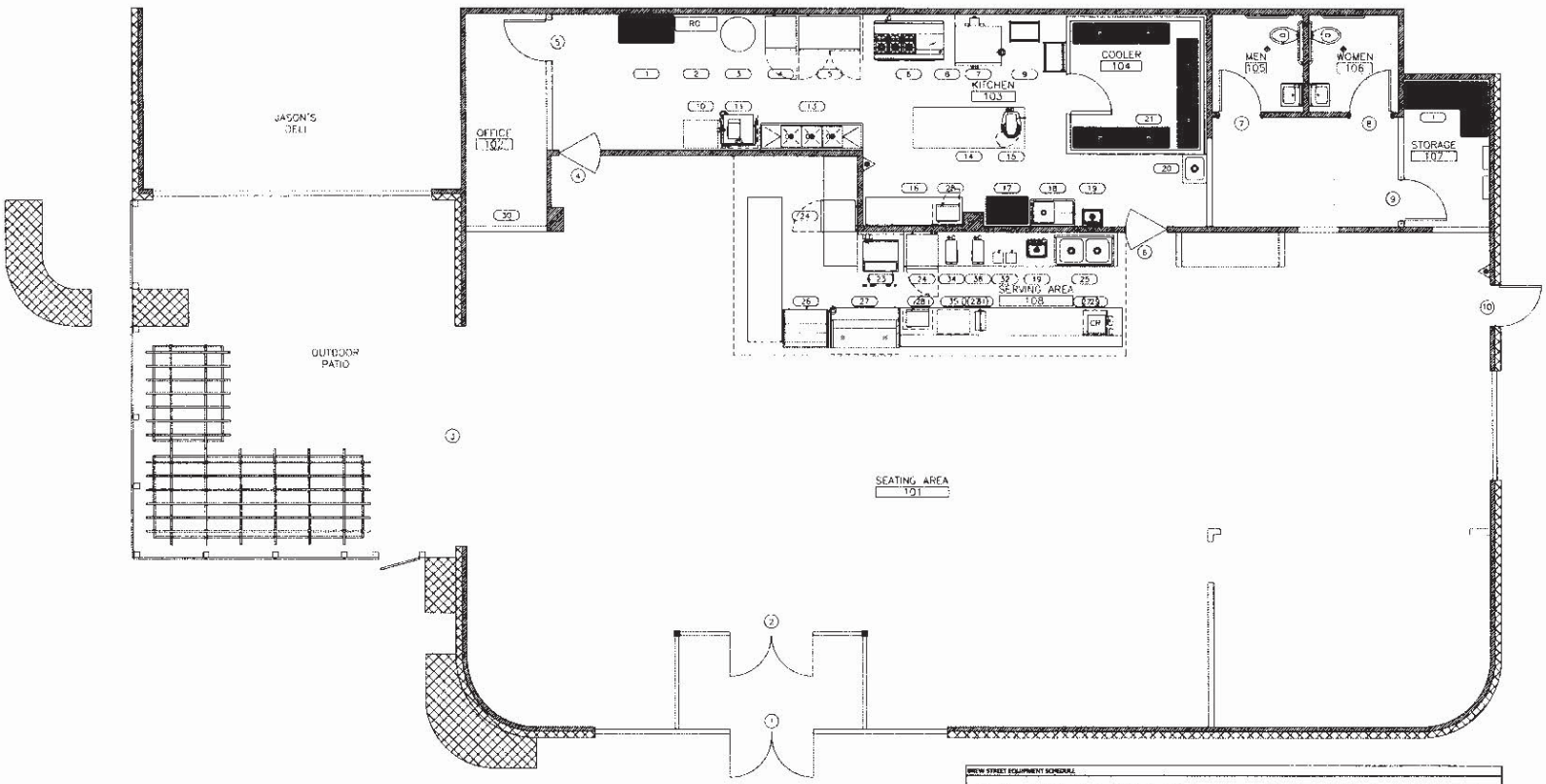

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Scale: 1/4" = 1' - 0"

BREW STREET EQUIPMENT SCHEDULE

Item No	Qty	Equipment Category	Manufacturer	Model Number	Amps	Phase	HP	Volts	Phase	Plug	NEMA	Functional Unit (Lb)	ACD (Lb)	Cold Water Size (in)	Hot Water Size (in)	Gas Size (in)	Drain Size (in)	Vent Size (in)	Gas Size (cu ft)
1	1	Dishwashing Unit, Modular	Advance Tabco	NC-24UR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2	1	R.O. Unit	Water World	1000GPD	6.0	-	-	115	1	K	5-15P	-	-	0.375	-	0.75	-	-	-
3		R.O. Unit																	
4	1	Refrigerator, Reach-In	True Food Service	T-23	7.6	-	0.33	115	1	K	5-15P	32	-	-	-	-	-	-	-
5	1	Freezer, Reach-In	True Food Service	T-49	9.8	-	0.83	115	1	K	5-15P	37	-	-	-	-	-	-	-
6	1	Range, Restaurant, Gas	Vulcan	6GRS-6B-24GB-N	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7	1	Oven, Convection, Gas	Vulcan	VC7GGD	9.0	-	0.5	120	1	K	5-15P	206.5	-	-	-	-	-	-	0.75
8	1	Hood			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9	2	Rack, Planter	Advance Tabco	UNI	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
10	1	Table Work, 14gauge Back Splash w/ Undershelf	Advance Tabco	TLG-242	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
11	1	Warmwater, Door Type, Low Temp	Hoshizaki Warmwater	WF-S-HW-WS	11.4	-	0.75	115	1	-	-	69.5	-	-	-	-	2	-	-
12	1	Sink, MSF, 3comp, 14gauge	Advance Tabco	PS-3-1818-18RL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
14	1	Table Work, 18gauge, Flat Top w/ Undershelf	Advance Tabco	SS-368	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
15	1	Mixer, Counter	Hobart US Foodservice	HL200	8.0	-	0.5	115	1	5	5-15P	-	4	-	-	-	-	-	-
16	1	Table, Work, 14gauge, Back Splash w/ Undershelf	Advance Tabco	HG-247	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
17	1	Slicing Unit, Meat	Advance Tabco	MC-14UM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
18	1	Sink, MSF, 1 comp, 14gauge	Advance Tabco	PS-1-1818-1R-K	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
19	2	Hand Sink, Wall Mount	Advance Tabco	7-PS-54	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
20	1	Sink, Mop	Advance Tabco	9-SP-20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
21	1	Shelves			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
23	1	Ice Maker, Undercounter	Manitowoc Ice	UD-0310A	10.7	1.7	-	115	1	5	5-15P	32	-	0.375	-	0.5	-	-	-
24	1	Refrigerator, Undercounter	True Food Service	TUF-27	3.9	-	0.17	115	1	K	5-15P	32	-	-	-	-	-	-	-
25	1	Sink, MSF, 2 comp, 14gauge	Advance Tabco	99-22-40	-	-	-	-	-	-	-	-	-	0.5	1.5	-	-	-	-
26	1	Display Case, Refrigerated	Turbo Air	TGM-W-40SB	11.0	-	0.9	115	1	K	5-15P	-	-	-	-	-	-	-	-
27	1	Bakery Case, Non Refrigerated	True Food Service	TCGG-59	5.9	-	-	115	1	-	-	4	-	-	-	-	-	-	-
28	1	Oven, Microwave	ACP, Inc.	RM51075	14.0	1.5	-	120	1	7	5-15P	-	11.25	-	-	-	-	-	-
29	1	Point of Sale			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
30	1	Safe			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
31	1	Coffee Grinder	Bunn-O-Matic	35600.0000	11.0	-	0.75	120	1	K	5-15P	-	2	-	-	-	-	-	-
32	2	Blender, Beverage	Waring Commercial	MX1500XTS	13.0	-	-	120	1	K	-	-	-	-	-	-	-	-	-
33	1	Food Processor	Waring Commercial	WFP14SVW	8.0	-	-	120	1	K	-	-	-	-	-	-	-	-	-
34	2	Iced Tea Brewer	Bunn-O-Matic	34000.0000	19.0	2.5	-	120	1	K	5-15P	-	8.1	0.75	-	-	-	-	-
35	1	Coffee Machine	LaSpazio	S2 EE TA	16.0	2.5	-	120	1	K	5-15P	-	8.1	0.75	-	-	-	-	-

General Notes

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4610 N GARFIELD ST., STE. 1
MIDLAND, TEXAS 79705

Project
Date 04.29.2016
Scale 1/4" = 1' - 0"
Sheet A102

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUD-20-0072

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Alexandra Brinker		Phone (432) 230-8841 Email alli@brewstreetbakery.com	
Address 4610 N. Garfield St. D-1A	City Midland	State TX	Zip 79705
Property Owner Printed Name: Colonnade at Polo Park Woodcrest LLC		Phone (817) 927-0050 Email info@woodcrestcapital.com	
Address 3113 S. University Dr. Suite 100	City Fort Worth	State TX	Zip 76109
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 4610 N. Garfield St. D-1A Midland, TX 79705

Business Name: Brew St.

Legal Description
Lot: 1 Block: 8 Subdivision: Polo Park Addition, Section 3

Current Zoning:

Reason for Request: Change of Hours & Alcohol Service hours

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Bakery/Restaurant

Proposed/Current Days and Hours of Operation: 6:30AM-10pm Monday-Wednesday 6:30AM-11pm Thursday-Saturday 6:30AM-10pm Sunday

Proposed Days and Hours of Alcohol Service: 10Am-10pM Monday-Wednesday 10AM-11pm Thursday-Saturday 10Am-10pm Sunday

Total Square Footage of Business: 4472 sq. Ft

Square Footage of Alcohol Serviceable Area: 2935 sqFt.

Restroom Fixtures:	*Men*	**Toilets/Urinals:** 1 /	**Bathroom Sinks:** 1
	Women	**Toilets:** 1	**Bathroom Sinks:** 1

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): Alli Brinker	Date: 2-28-20
Applicant (printed): Alexandra Brinker	
Property Owner (signature):	Date:
Property Owner (printed) :_____	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - **Kitchen (If applicable)**
  - **Total Square Footage**
  - **Serviceable Square Footage**
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): Alli Br | Date: 2-28-20

Applicant (printed): Alexandra Brinker

Property Owner (signature): | Date:

Property Owner (printed) : _____

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Colonnade at Polo Park Woodcrest Limited Partnership

Before me, the undersigned authority, on this day personally appeared Matthew Roberts 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 28th day of February 2020, to certify which witness my hand and seal of office.

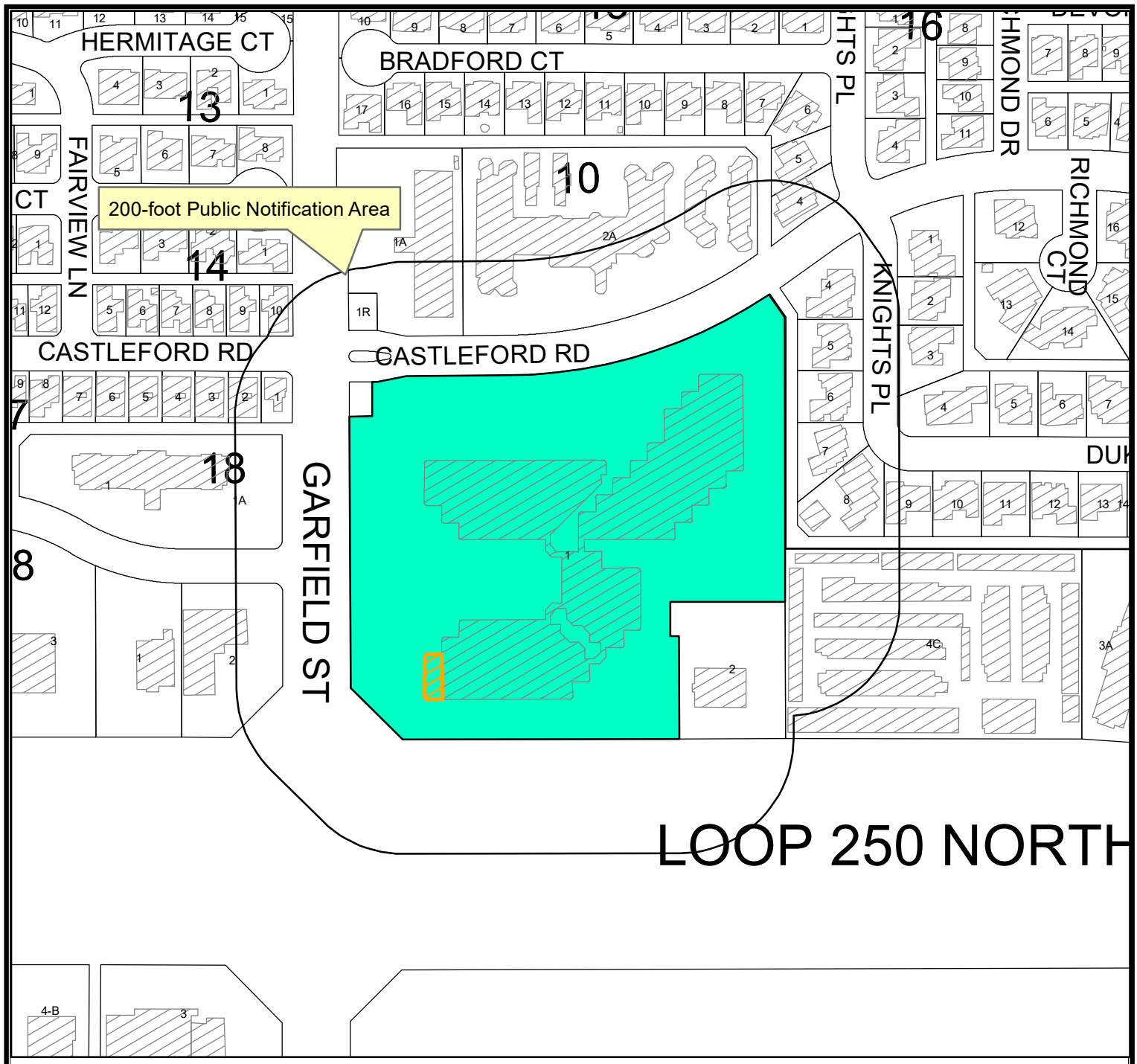
TERESA JO MANIRE
Notary Public
STATE OF TEXAS
ID#4210268
My Comm. Jan. 31, 2022

NOTARY PUBLIC ~~MIDLAND~~ COUNTY, TEXAS
Tarrant

"Application will not be considered for scheduling until reviewed by a planner."

FOR OFFICE USE ONLY		
☒ Property Owner Authorization	☒ Dimensioned Floor Plan	RECEIVED FEB 28 2020
☒ Application Fee	☒ Site Plan	
Check # 300.00	☐ Plans in Digital Format (PDF/JPEG)	
Received By:	Date: BY:	

Application will not be considered for scheduling until reviewed by a planner.



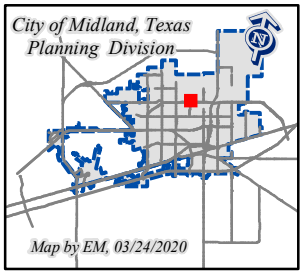
LOCATION MAP

SUD-20-0072 **Scale: 1" = 250'**

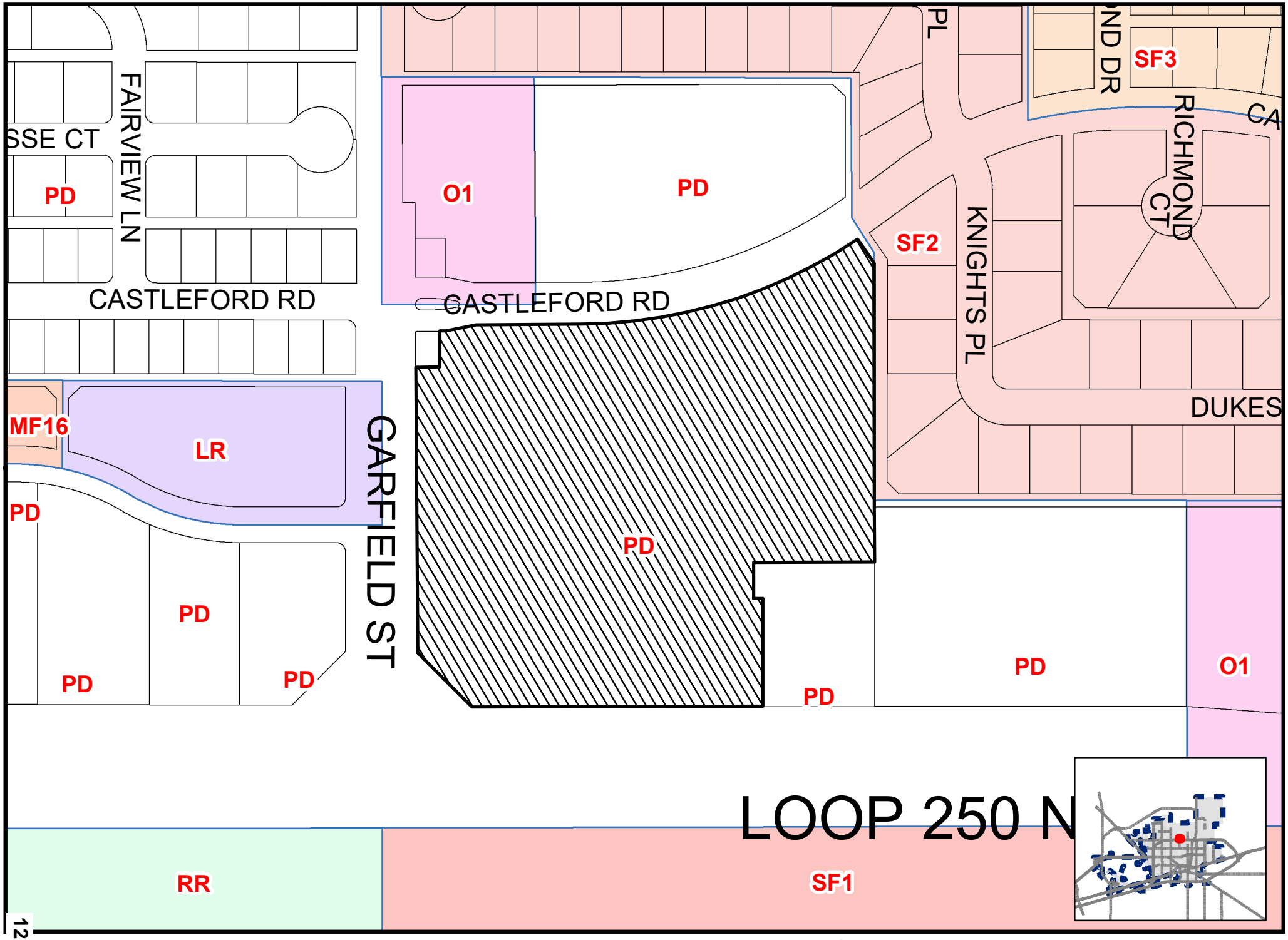
Consider a request for a Specific Use Designation With Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, on a 4,472 square foot portion of Lot 1, Block 8, Polo Park , Section 3, City and County of Midland, Texas.Generally located on the southeast corner of the intersection of N. Garfield Street and Castleford Road. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS
- SECTION OF BLDG BEING CONSIDERED



©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 I
ANY DECISIONS BASED UPON THE USE OF THIS DAT



12.20

p By EM, 03/06/2020

TLU-20-0072

Scale: 1" = 200'

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.

ORDINANCE NO. 7771

AN ORDINANCE AMENDING ORDINANCE NO. 7324, WHICH ADOPTED A SITE PLAN FOR A "PLANNED DISTRICT" FOR A SHOPPING CENTER SO AS TO ADOPT AN AMENDED SITE PLAN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, have given the requisite notices by United States Mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof; the Governing Body finds that the public health, safety and general welfare will be best served by amending the site plan for a "Planned District" for a Shopping Center by amending Ordinance No. 7324; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to amend the site plan adopted by Ordinance No. 7324;

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

SECTION ONE. That the "Planned District" site plan adopted for the property described in Section One of

Ordinance No. 7324, specifically Lot 1, Block 8, Polo Park, Section III, City and County of Midland, Texas, shall be amended in its entirety as set forth in Exhibit "A", attached hereto and incorporated herein by reference subject to the following conditions:

A. That the maximum sign area for all free standing signs for this development not exceed 640 square feet.

B. That no future free standing sign associated with this development be allowed on the Loop 250 frontage.

C. That the Site Plan (Exhibits A & B) be adhered to in regard to the locations and types of signs proposed for this development.

SECTION TWO. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared

unconstitutional or invalid.

SECTION FOUR. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION FIVE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 8th day of September, A.D., 1998; and passed to second reading on motion of Council member Brooks, seconded by Council member Cuevas, by the following vote:

Council members voting "AYE": Brooks, Cuevas, Wood, Brown, Burns, Simpson and Washburn

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Brooks, seconded by Council member Cuevas, on the 22nd day of September, A.D., 1998, at a regular meeting of the City Council:

Council members voting "AYE": Brooks, Cuevas, Wood, Brown, Burns, Simpson and Washburn

Council members voting "NAY": None

PASSED AND APPROVED THIS 22nd day of September, A.D., 1998.

Robt. E. Burns, Mayor

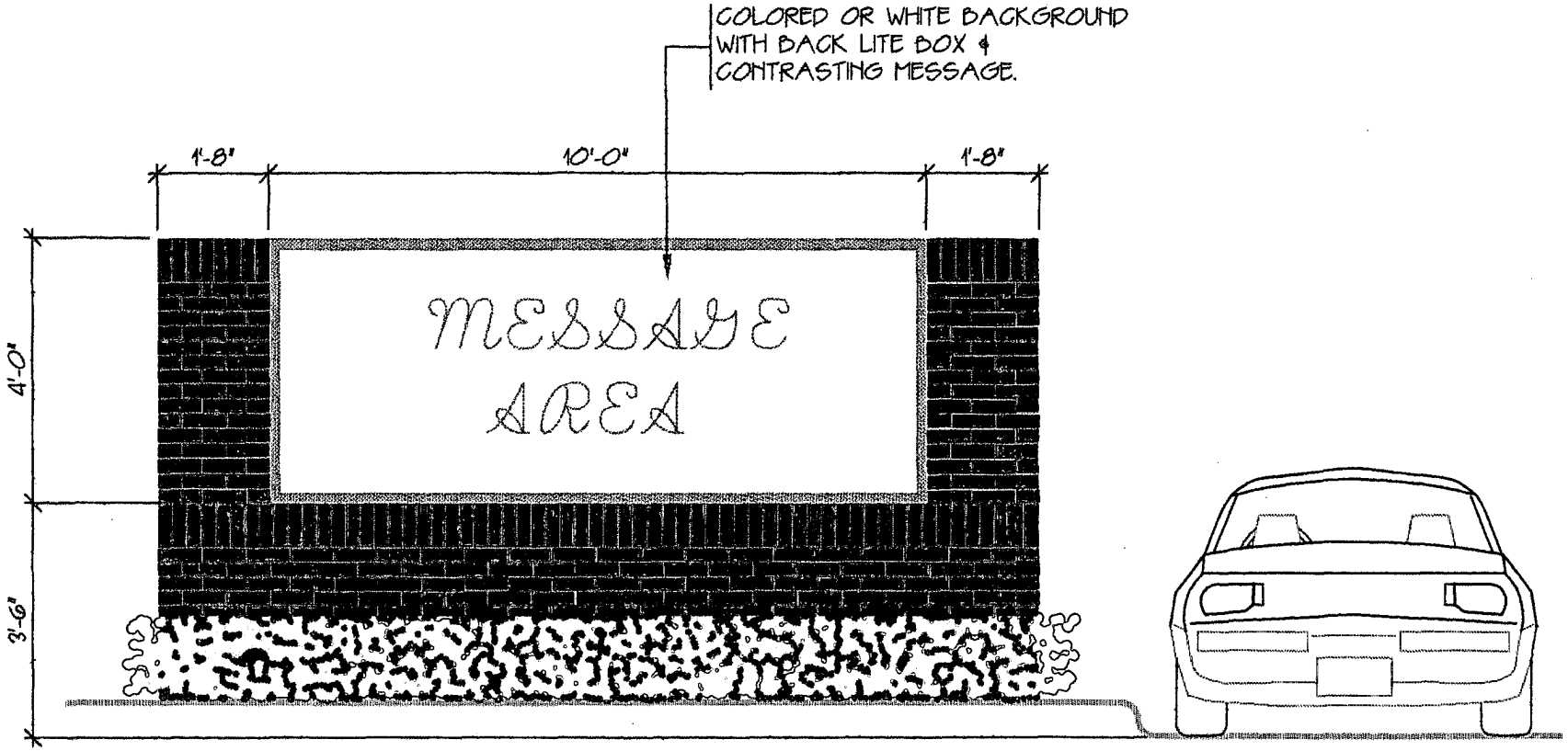
ATTEST:

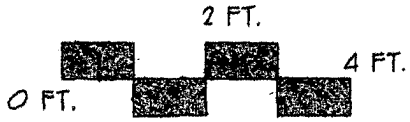
Kaylah J. McCord, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

ord\planning\plndist\Z-98-022 Red Oak





MONUMENT SIGN PROPOSAL

COLONADE SHOPPING CENTER
MIDLAND, TEXAS

RECEIVED
AUG 25 1998
PLANNING & DEVELOPMENT
CITY OF MIDLAND

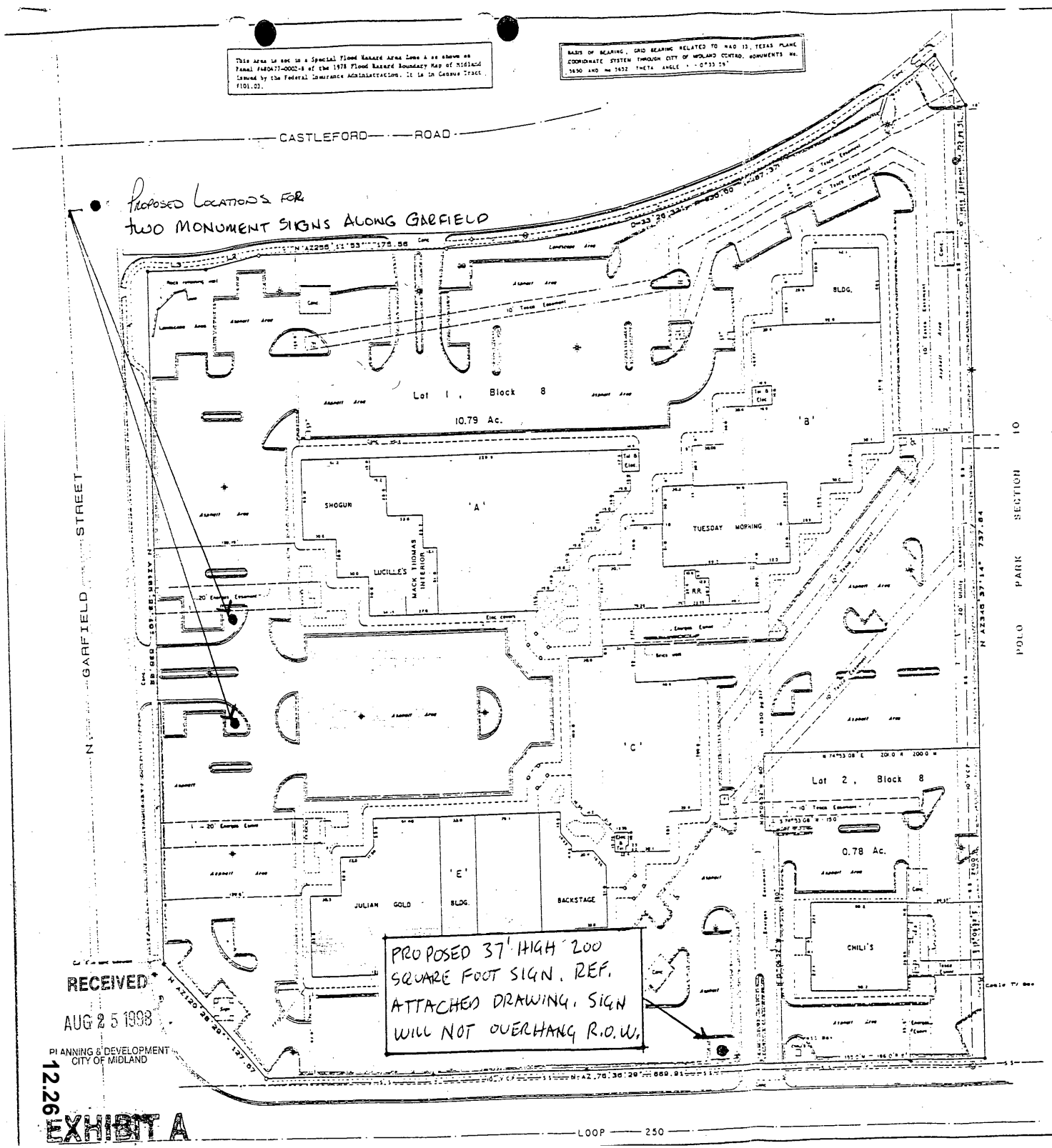
VANDERGRIFF GROUP
ARCHITECTS • PLANNERS
312 N. BIG SPRING, SUITE 100 (915) 687-0781 MIDLAND, TEXAS
MEMBER AMERICAN INSTITUTE OF ARCHITECTS

8-11-98

EXHIBIT B CASE NO. Z-98-022

This Area is not in a Special Flood Hazard Area Zone A as shown on Panel #480477-0002-B of the 1978 Flood Hazard Boundary Map of Midland issued by the Federal Insurance Administration. It is in Census Tract #101.03.

BASIS OF BEARING, GRID BEARING RELATED TO NAD 83, TEXAS PLANE COORDINATE SYSTEM THROUGH CITY OF MIDLAND CONTROL MONUMENTS No. 3650 AND No 3652 THETA ANGLE = -0°33'29"



No.	Direction	Length
1	N AZ310°48'02"	47.87
2	N AZ244°19'33"	50.95
3	N AZ255°11'53"	49.98

LEGEND

- Found 1/2" iron rod.
- Set 1/2" iron rod.
- SWBT / Tel. vault
- SWBT manhole
- Sanitary Sewer manhole
- Handicap ramp
- Concrete curb
- Concrete walk / width
- Texas Transformer box
- Gas Meters
- SWBT Telephone pedestal
- Texas Electric meters
- Cable T.V. pedestal
- Texaco Pedestal
- Power pole w/ guy wire
- Light pole
- Water meter
- Traffic sign

SURVEYOR'S CERTIFICATE

The undersigned Registered Professional Land Surveyor (the "Surveyor") hereby certifies that (a) this plat of survey and the property description set forth hereon are true and correct and were prepared from an actual on-the-ground survey of the real property (the "Property") shown hereon; (b) such survey was conducted by the Surveyor or under his supervision; (c) all monuments shown hereon actually exist and the location, size and type of material thereof are correctly shown; (d) except as shown hereon, there are no encroachments onto the Property or protrusion therefrom, there are no improvements on the Property, there are no visible easements or right-of-way on the Property, and there are no visible discrepancies, conflicts, shortages in area, or boundary line conflicts; (e) the size, location and type of improvements are as shown hereon, and all are located within the boundaries of the Property and set back from the Property lines the distance indicated; (f) the distance from the nearest intersecting street or road is shown; (g) the Property has access to and from a public roadway; (h) all recorded easements have been correctly plotted hereon; and (i) the boundaries, dimensions and other details shown hereon are true and correct.

The Surveyor expressly understands and agrees that (a) this certificate is made for the benefit of Federal Deposit Insurance Corporation as _____ ("FDIC") and for the benefit of Citizens Title Insurance Company ("Title Company") to issue a policy of title insurance insuring the validity and priority of such deed of trust lien; (b) both FDIC and Title Company are entitled to rely on this plat of survey as being true and accurate in all respects and upon this certificate as being true and accurate.

Executed this 21st day of March, 1991.

John Wallis

Registered Professional Land Surveyor No. 1572

STATE OF TEXAS REGISTERED JOHN WALLIS 1572 PROFESSIONAL LAND SURVEYOR

CASE NO. Z-98-022

Receivership Name: First Gibralter
Asset Number: 1602-003008-00-1
Asset Name: Colonnade @ Polo Park
Property Description: NEC Garfield & Loop 250
John Wallis Tax ID#: 75-1928020

Survey Plat of Lots 1 and 2, Block 8, POLO PARK - SECTION III, an addition to the City of Midland, Midland County, Texas; Plat Cab. C, Pg 170

WALLIS LAND SURVEYORS

P.O. Box 4111
Midland, Texas 79704-4111
(915) 687-4790

Scale	Date
Date: 3-20-91	

Drawing number: D-03-20-91

RECEIVED
AUG 25 1998
PLANNING & DEVELOPMENT
CITY OF MIDLAND

12.26

EXHIBIT A

ORDINANCE NO. 9630

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THE PROPERTY DESCRIBED AS A 5,141-SQUARE FOOT PORTION OF LOT 1, BLOCK 8, POLO PARK ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED SOUTHEAST OF THE INTERSECTION OF NORTH GARFIELD STREET AND CASTLEFORD ROAD), WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITH TERM FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter and the State law with reference to the granting of specific use permits under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by the granting of a Specific Use Permit With Term, set out hereinafter, on the property described in Section One hereof;

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

SECTION ONE. That the zoning use classification of the following described property, which is presently zoned PD, Planned District for a Shopping Center, to-wit:

> A 5,141-square foot portion of Lot 1, Block 8, Polo Park Addition, Section 3, City and County of Midland, Texas;

is hereby changed to permit said property to be used under a Specific Use Permit With Term

for the sale of all alcoholic beverages for on-premises consumption in a restaurant, together with the uses permitted in the present PD, Planned District for a Shopping Center.

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the restaurant shall be limited to 5,141 contiguous square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the enclosed patio area, as shown in Exhibit "A", shall have an exit only gate.

C. That the occupancy of the restaurant shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

D. That the restaurant shall meet all requirements of the Fire Department and the Code Administration Division.

E. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

F. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Wednesday from 10:00 a.m. to 7:00 p.m.; and
Thursday through Saturday from 10:00 a.m. to 11:00 p.m.

G. That Ordinance No. 9573 is hereby repealed.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more

sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 10th day of January, A.D., 2017; and passed to second reading on motion of Council member Robnett, seconded by Council member Hotchkiss, by the following vote:

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

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Lacy, seconded by Council member Hotchkiss, on the 24th day of January, A.D., 2017, at a regular meeting of the City Council:

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

Council members voting "NAY": None

PASSED AND APPROVED THIS 24th day of January, A.D., 2017.

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

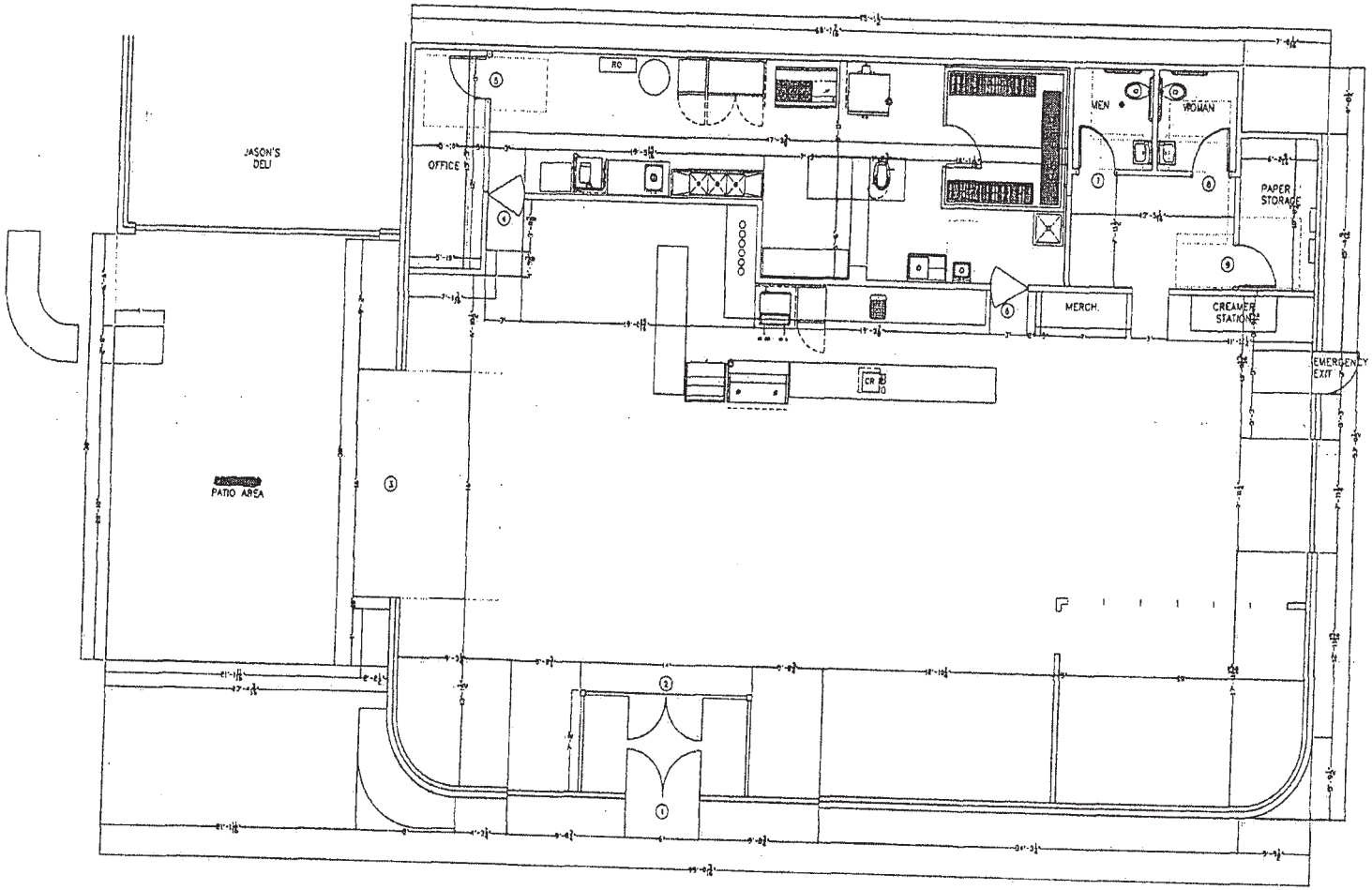
APPROVED AS TO CONTENT
AND COMPLETENESS:

Frank Salvato, Assistant City Manager

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



1 FLOOR PLAN
SCALE: 1/4" = 1' - 0"

General Notes

No.	Revision/Issue	Date

Prin. Name and Address
ROCIO JAQUEZ
9320 W 23RD ST
ODESSA, TEXAS 79763
915.526.3528

Project Name and Address
BREW STREET
4610 N GARFIELD ST., STE. 1
MIDLAND, TEXAS 79705

Project
Date: 04.06.2018
Scale: 1/4" = 1' - 0"
Sheet: A102

EXHIBIT A

27.7

17.10

12.31

9630

City Council Agenda

APPROVED

Approved for Agenda:
fsalvato
City Manager's Office

MEETING DATE: **January 24, 2017**

TO: **City Council / City Manager**

FROM: **Kierra Williams, Senior Planner**

SUBJECT: **Consider an ordinance on second reading on a request by Alli Bixler for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, on a 5,141-square foot portion of Lot 1, Block 8, Polo Park Addition, Section 3, City and County of Midland, Texas. (Generally located southeast of the intersection of N. Garfield Street and Castleford Road. - District 1)**

Purpose:

Consider an ordinance on second reading on a request by Alli Bixler for a Specific Use Permit with Term for the sale of all alcoholic beverages, for on premises consumption, in a restaurant, Brew Street Bakery.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The property is located at 4610 N. Garfield Street in a PD, Planned District for Shopping Center (Ordinance No. 7771). Zoning to the north and east of the restaurant is PD, Planned District for a Shopping Center, and the location of the Colonnade at Polo Park Shopping Center with various establishments such as, Jason's Deli, Kayser CHRISTmas Experience, and The Blue Door. Zoning to the south of the restaurant is 1F-1, One-Family Dwelling District, and the location of Midland Airpark. The zoning to the west is PD, Planned District for a Shopping Center, and the location of Talbots Retail store.

The applicant is requesting an amendment to the current Specific Use Permit with Term, for the sale of all alcoholic beverages, for on-premises consumption, for the Brew Street Bakery restaurant.

The applicant wishes to amend Condition A of the adopted ordinance (Ordinance No. 9573) to include the outdoor patio area in the total square footage of the restaurant. The patio is approximately 580-square feet and has ingress and egress through the restaurant as well as from the parking lot. All other conditions of the ordinance will remain intact.

The current Specific Use Permit with Term, for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant adopted on June 14, 2016, granted the restaurant the following alcohol serviceable hours;

From 10:00 a.m. to 7:00 p.m., Monday through Wednesday
From 10:00 a.m. to 11:00 p.m., Thursday through Saturday

The operating hours for the restaurant are as follows;

6:30 a.m.-9:00 p.m. Monday through Wednesday
6:30 a.m.-11:00 p.m. Thursday through Saturday

There are no schools or churches located within 300-feet (walking distance) of this site.

Establishments within 200-feet of Brew Street Bakery restaurant that have Specific Use Permit for the sale of all alcoholic beverages, for on-premises consumption are the following;

Blue Door

SUP Type: SUP w/Term for the sale of all alcoholic beverages, for on-premises consumption, in a Lounge.

Ordinance No. : #9133, Adopted 4/9/2013

Seviceable Hours: 4:00 p.m. to 12:00 a.m. Midnight, Tuesday through Saturday.

Operating Hours: Closed, Sunday and Monday, 4:00 p.m.-12:00 a.m. (midnight), Tuesday through Thursday, and 4:00 p.m.-1:00 a.m. (the following day), Friday and Saturday

Wine Rack

SUP Type: SUP w/Term for the sale of all alcoholic beverages, for on-premises consumption in a Bar.

Ordinance No.:#9326, Adopted 9/23/2014

Serviceable Hours: 11:00 a.m.-11:00 p.m. Sunday-Saturday

Operating Hours: Closed, Monday; 11:00 a.m.-8:00 p.m., Tuesday-Friday, 11:00 a.m. – 9:30 p.m. Saturday and Sunday

Bill's Bistro

SUP Type: SUP w/Term for the sale of all alcoholic beverages, for on-premises consumption, in a Restaurant

Ordinance No.: #9279, Adopted 5/20/2014

Serviceable Hours: From 11:00 a.m.-11:00 p.m. Sunday-Saturday

Operarting Hours: Closed, Sunday and Monday; 5:00 p.m.-9:00 p.m., Tuesday-Thursday; 5:00 p.m.-10:00 p.m., Friday and Saturday.

Chili's

SUP Type: SUP w/o Term for the sale of all alcoholic beverages, for on-premises consumption, in a Restaurant.

Ordinance No.: #6355, Adopted 1/24/1984

Serviceable Hours: 11:00 a.m.-12:00 a.m. (midnight), Monday-Thursday; 11:00 a.m.- 2:00 a.m., Friday and Saturday; 12:00 p.m. (noon) -
12:00 a.m. (midnight), Sunday

Operating Hours: 11:00 a.m. – 10:00 p.m., Sunday-Thursday; 11:00 a.m.-11:00 p.m., Friday and Saturday

Athenian Restaurant

SUP Type: SUP w/Term for the sale of all alcoholic beverages, for on-premises consumption, in a Restaurant.

Ordinance No.: #9321, Adopted 9/23/2014

Serviceable Hours: 11:00 a.m.-10:00 p.m., Monday-Thursday, 11:00 a.m.-11:00 p.m., Friday and Saturday.

Operating Hours: Closed, Sunday; 11:00 a.m.-10:00 p.m., Monday-Thursday; 11:00 a.m.-11:00 p.m., Friday and Saturday.

Shogun

SUP Type: SUP w/o Term for the sale of all alcoholic beverages, for on-premises consumption, in a Restaurant.

Ordinance No.: #6457, Adopted 9/25/1984

Serviceable Hours: 7:00 a.m. – 12:00 a.m. (midnight), Monday-Saturday, 12:00 p.m. (noon)-12:00 a.m. (midnight)

Operating Hours: 11:00 a.m.-9:30 p.m., Sunday-Thursday; 11:00 a.m.-10:00 p.m., Friday and Saturday.

Churrasce Brazillian steakhouse

SUP Type: SUP w/o Term for the sale of all alcoholic beverages, for on-premises consumption, in a Restaurant.

Ordinance No.: #7158, Adopted 3/10/1992

Serviceable Hours: 11:00 a.m.-12-a.m. (midnight), Monday-Saturday; 12:00 p.m. (noon) 12:00 a.m. (midnight)

Operating Hours: 11:30 a.m.-2:00 p.m. and 5:00 p.m.-10:00 p.m., Monday-Friday; 4:00p.m.-10:00 p.m., Saturday; 12:00 p.m. (noon)-2:30 p.m. and 5:00 p.m.-9:00 p.m., Sunday

Staff recommends approval of a Specific Use Permit with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, Subject to conditions A-G.

The Planning and Zoning commission approved this request on December 5, 2016.

Engineering and Transportation:

Engineering and Transportation stated they had no objections regarding the request.

Public Safety:

Comments from Fire are as follows:

> Means of egress shall meet the requirements of the IBC-2015 for its use.
>
> Portable fire extinguishers shall be approved.

Code Administration:

Code had no comments regarding the request.

Planning:

Planning finds the request in compliance with the comprehensive plan.

Conditions:

A. That the establishment shall not exceed 5,141 contiguous square feet in area , including the enclosed patio area, as shown in Exhibit "A", which is attached hereto and incorporated herein.

B. That the enclosed patio are as shown in Exhibit "A", which is attached hereto and incorporated herein, shall have an exit only gate.

C. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

D. That the establishment shall meet all requirements of the Fire Department and the Code Administration Division.

E. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

F. That the days and hours of alcoholic beverage sales and consumption shall be limited to:

   a. Monday through Wednesday from 10:00 a.m. to 7:00 p.m.
   b. Thursday through Saturday from 10:00 a.m. to 11:00 p.m.

G. That City of Midland Ordinance No. 9573 is hereby repealed.

Letters of Objection:

As of November 30, 2016, staff has received no letters of objection to this request.

Attachments:

Application
Maps
Site Plan (Exhibit A)
Ordinance No. 9573

Case Number: SUP 16.0057

MIDLAND

APPLICATION FOR A SPECIFIC USE PERMIT WITH TERM FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION

I. APPLICATION

Applicant:

ALLI BIXLER/JUST US GIRLS LLC (Name) — 432 230-8844 (Phone)

5205 ELLEN JAYNE WAY 79707 (Address) — (Email)

Property Owner:

WOODCREST COLONNADE LP (Name) — 432 638-7163 DENNIS SKAGGS (Phone)

3113 S. UNIVERSITY FT WORTH 76109 (Address) — (Email)

Operator (if different than the Applicant or Property Owner):

NA (Name) — (Phone)

(Address) — (Email)

Street Address: 4610 N GARFIELD #D-1A PATIO AREA

Legal Description:

If Platted: Lot: _____ Block: _____ Subdivision: _____

If Unplatted: *Attach Metes & Bounds Description with Surveyor's Seal

Current Zoning: _____

Reason for Request: We believe our customers would like to sit on the patio and enjoy our bakery items as well as a beer or glass of wine.

Type of Business: BAKERY (Restaurant, Bar, Lounge, Nightclub, etc.)

Proposed Days and Hours of Alcoholic Beverage Sales: Operating Hours for restaurant and patio 6:30 am- 9 pm MONDAY-WEDNESDAY

[Serviceable hours: M-W, 10am-7pm; Th-Sat, 10am-11pm] 6:30 am-11 pm THURSDAY-SATURDAY

Total Square Footage of Business: 4561 Square Footage of Area: 580 (Patio)

Restroom Fixtures: *Men* Toilets/Urinals 1 / _____ Bathroom Sinks 1

Women Toilets 1 Bathroom Sinks 1

FOR OFFICE USE ONLY: Maximum Seating Capacity Per City Code: _____

17.11

12.37

II. FEE & SUBMITTALS

Application Fee ($300.00): $ 300.00

2 FOLDED Copies of Dimensioned Floor Plan: _____

2 FOLDED Copies of Dimensioned Site Plan: _____

Digital Copies of Floor Plan & Site Plan (PDF & JPEG): _____

III. SIGNATURES

Applicant: Alli Bixler Date: 11-8-16

Property Owner: [illegible] Date: 11-8-16

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 ALLI BIXLER who, being by me duly sworn, upon oath says: That (s)he is authorized by WOODCREST COLONNADE LP the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Subscribed and sworn to before me, this _____ day of NOVEMBER, 2016, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY:
Rec'd By: _____ Date: _____
Assigned: _____
For: _____ On: _____

****Application will not be considered for scheduling until reviewed by a planner.****

ORDINANCE NO. 9573

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THE PROPERTY DESCRIBED AS A 4,472-SQUARE FOOT PORTION OF LOT 1, BLOCK 8, POLO PARK ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED SOUTHEAST OF THE INTERSECTION OF NORTH GARFIELD STREET AND CASTLEFORD ROAD), WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITH TERM FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter and the State law with reference to the granting of specific use permits under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by the granting of a Specific Use Permit With Term, set out hereinafter, on the property described in Section One hereof;

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

SECTION ONE. That the zoning use classification of the following described property, which is presently zoned PD, Planned District for a Shopping Center, to-wit:

> A 4,472-square foot portion of Lot 1, Block 8, Polo Park Addition, Section 3, City and County of Midland, Texas;

is hereby changed to permit said property to be used under a Specific Use Permit With Term

for the sale of all alcoholic beverages for on-premises consumption in a restaurant, together with the uses permitted in the present PD, Planned District for a Shopping Center.

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

A. That the maximum square footage of the restaurant shall be limited to 4,472 contiguous square feet as shown in the floor plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

B. That the occupancy of the restaurant shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

C. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

D. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following when not otherwise prohibited by law:

Monday through Wednesday from 10:00 a.m. to 7:00 p.m; and
Thursday through Saturday from 10:00 a.m. to 11:00 p.m.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the

descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 24th day of May, A.D., 2016; and passed to second reading on motion of Council member Lacy, seconded by Council member Love, by the following vote:

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

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Lacy, seconded by Council member Hotchkiss, on the 14th day of June, A.D., 2016, at a regular meeting of the City Council:

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

Council members voting "NAY": None

PASSED AND APPROVED THIS 14th day of June, A.D., 2016.

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

17.15

12.41

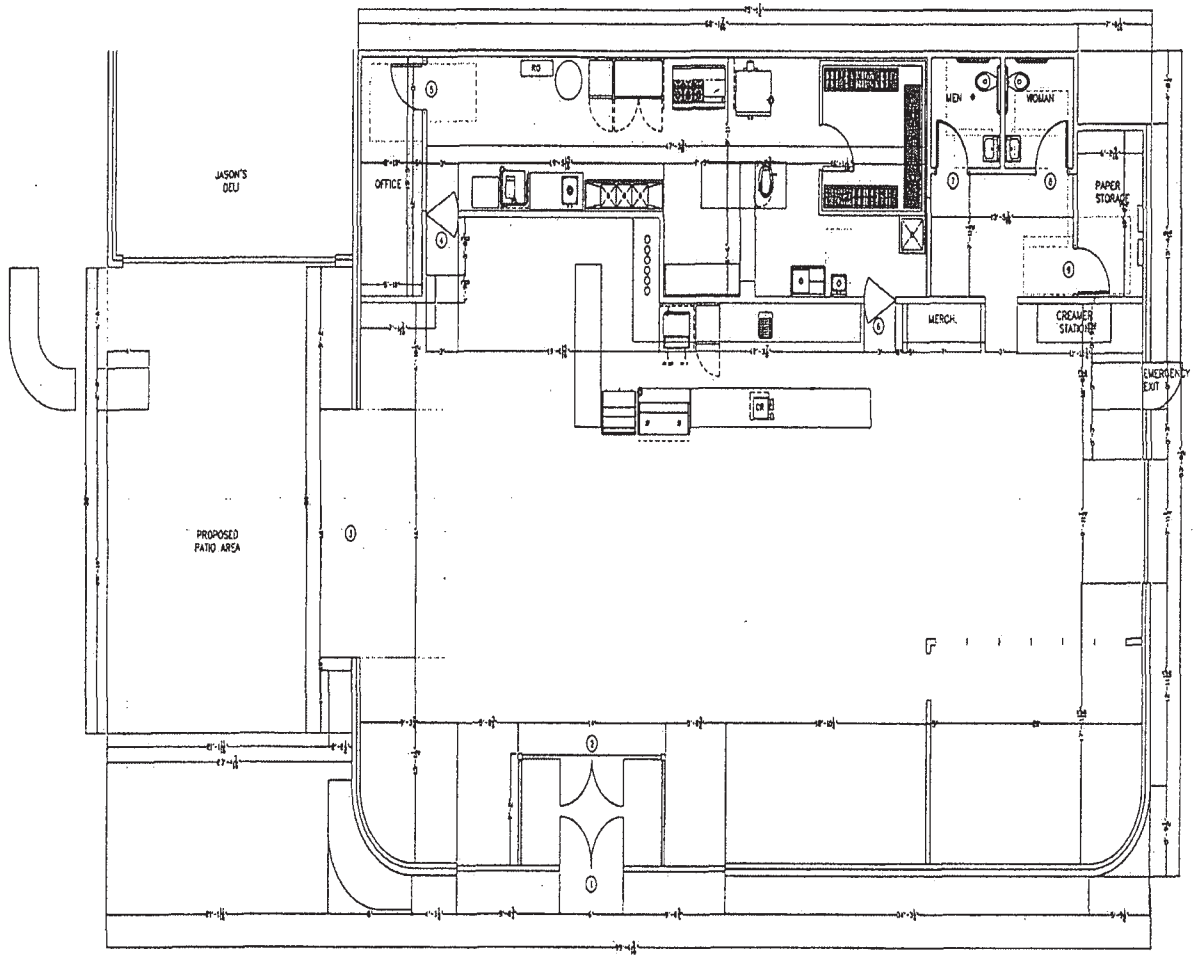
APPROVED AS TO CONTENT
AND COMPLETENESS:

Frank Salvato, Assistant City Manager

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



1 FLOOR PLAN
SCALE: 1/4" = 1'-0"

General Notes

No.	Revision/Issue	Date

ROCIO JAQUEZ
9320 W 23RD ST
ODESSA, TEXAS 79763
915.526.3628

BREW STREET
4610 N GARFIELD ST., STE. 1
MIDLAND, TEXAS 79705

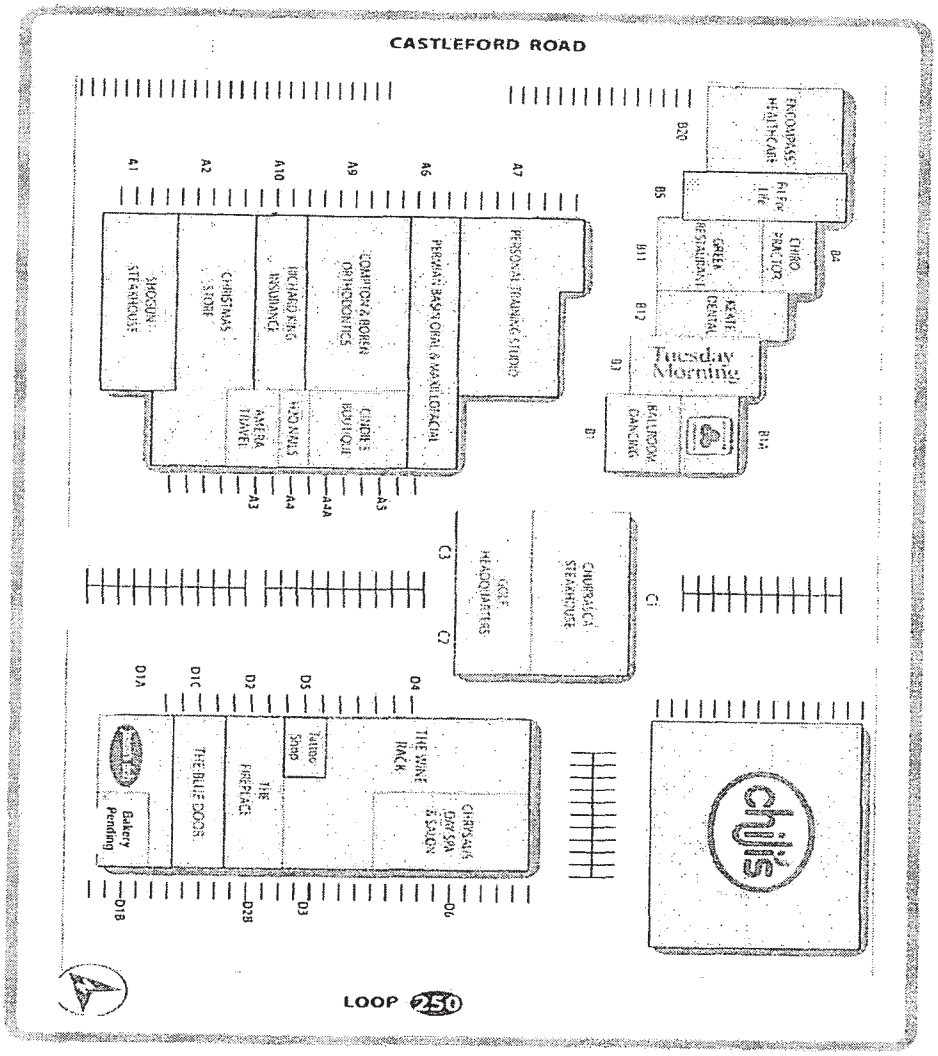
Date 04.06.2016
Scale 1/4" = 1'-0"
Sheet A102

EXHIBIT A

27.7

17.17
12.43

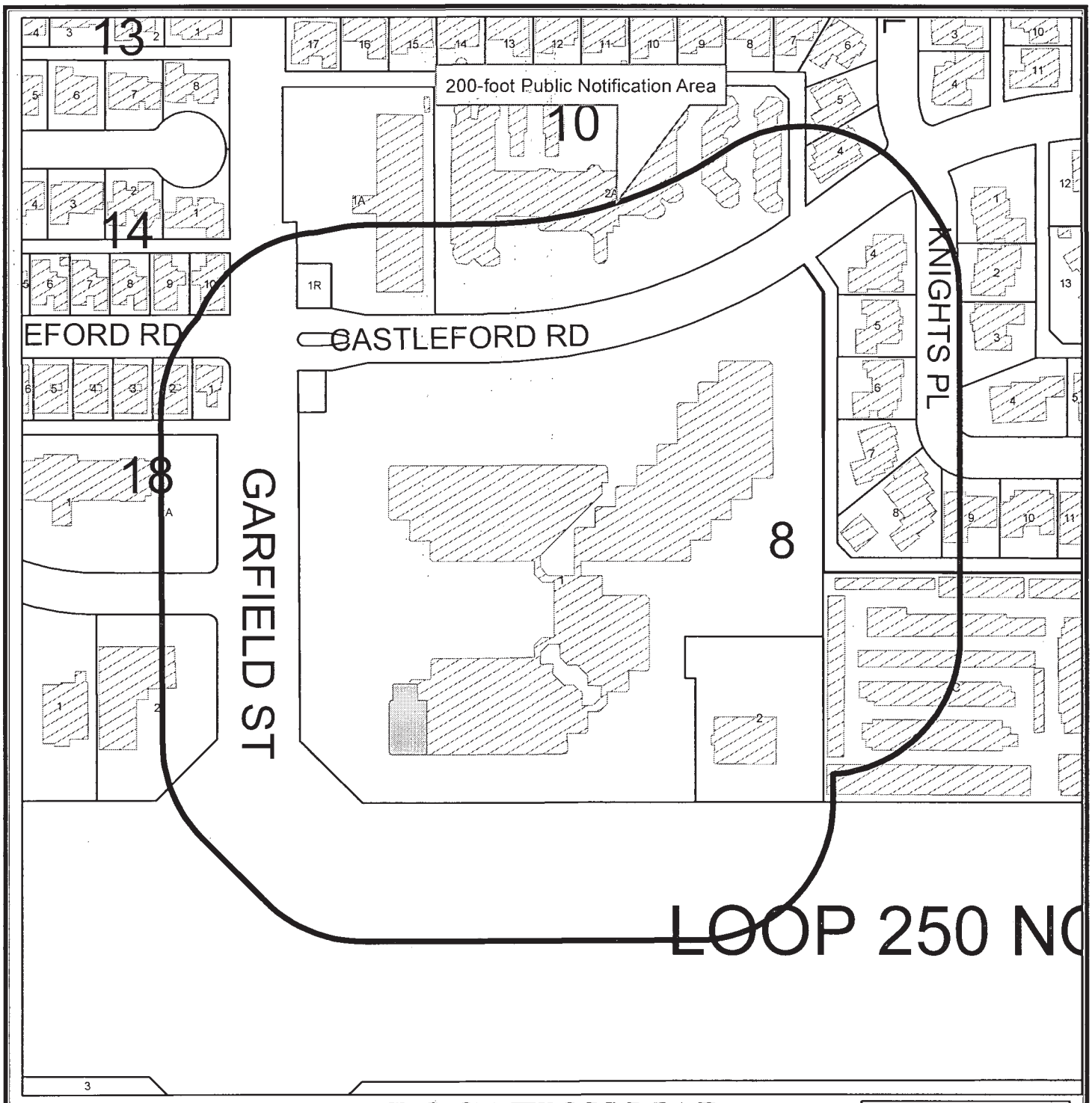
Exhibit "A"



Initials AB JK Initials Jm

17.18

12.44



LOCATION MAP

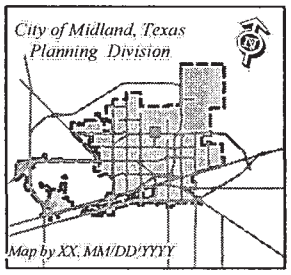
SUP- 16 -0057 **Scale: 1" = 200'**

Consider a request for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, on a 5,141-square foot portion of Lot 1, Block 8, Polo Park Addition, Section 3, City and County of Midland, Texas.

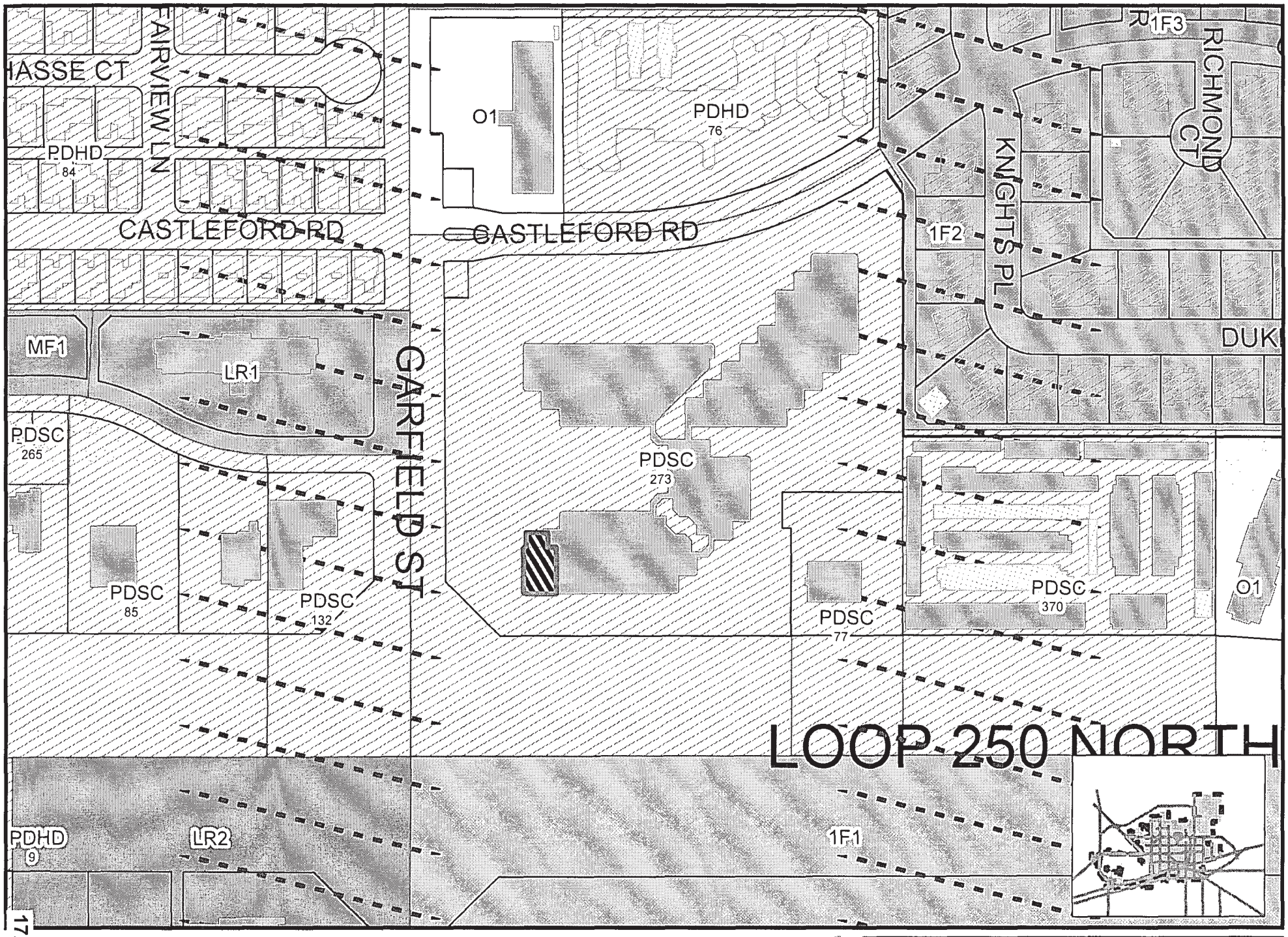
Generally located southeast of the intersection of N. Garfield Street and Castleford Road. (Council District 1)

LEGEND

- - - CITY LIMITS
- PARCEL
- PRIVATE BLDGS



© CITY OF MIDLAND - 2016
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 SOLEY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE F ANY DECISIONS BASED UPON THE USE OF THIS DAT



17.20

12.46

p By KW, 11/22/2016

SUP- 16 - 0057

Scale: 1" = 200'

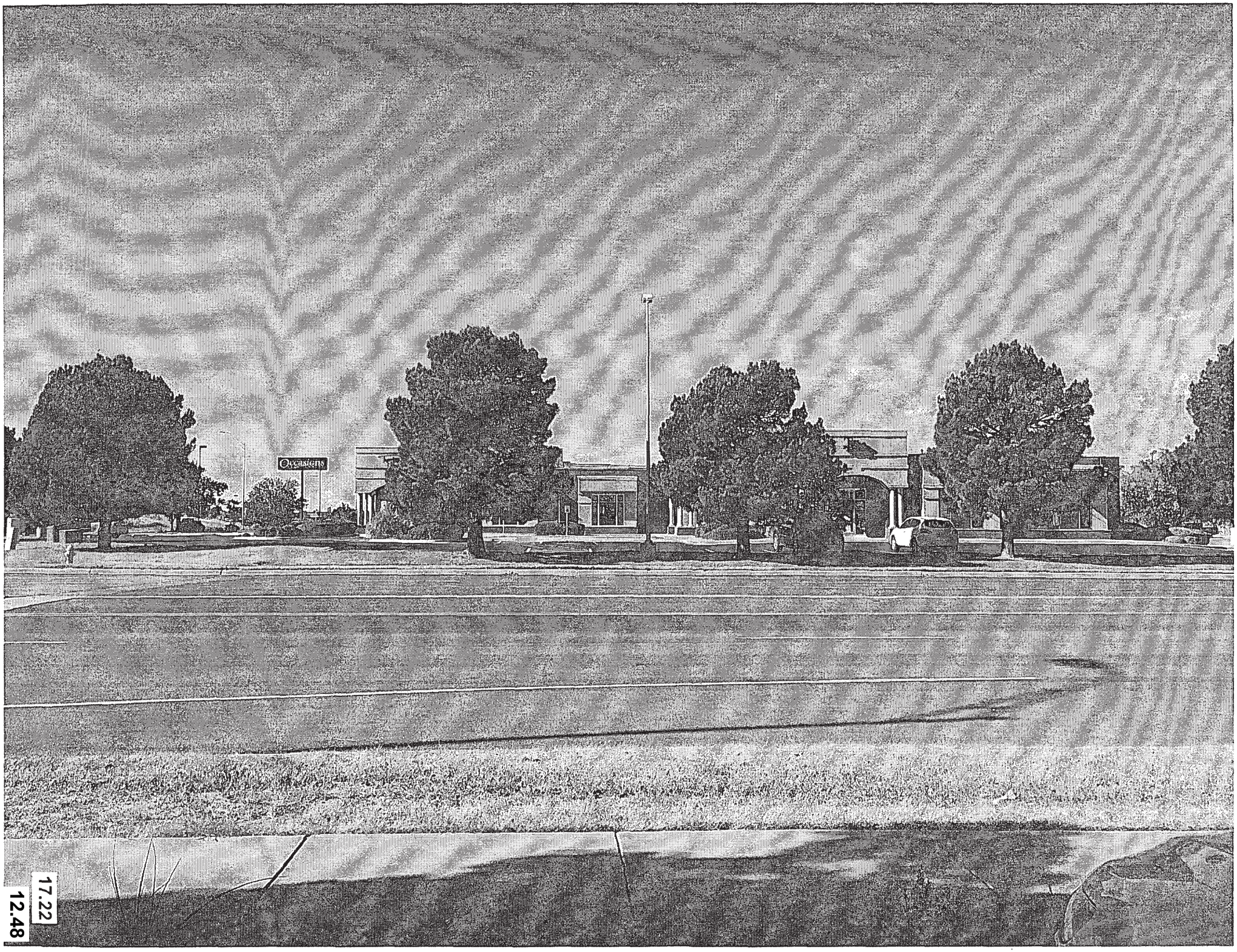
ZONING MAP

© CITY OF MIDLAND - 2016: 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 SOLEY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

SHOGUN
A Kayser Christmas Experience
NOW OPEN
A Kayser Christmas Experience
TRAVEL
H2O NAILS & SPA
Candies

17.21

12.47



17.22

12.48

17.23
12.49

17.24

12.50

17.25
12.51

12.52

Brew St.
BAKERY, COFFEE, & TEA
BAKERY, COFFEE, & TEA
jason's deli
GOLF HEADQUARTERS
D1A

12.53

12.54

12.55

City Council

Approved for Agenda:

MEETING DATE: **May 12, 2020**

TO: **CITY COUNCIL/CITY MANAGER**

FROM: **Eric Myers, Planner**

SUBJECT: **Consider an ordinance on a second reading on a request by Jorge Chavez for a Zone Change from MF-22, Multiple-Family Dwelling District, to SF-3, Single Family Dwelling District, on Lot 14, Block 1, Eastover Addition, City and County of Midland, Texas. (Generally located on the east side of N. Adams Street, approximately 80-feet south of E. Illinois Avenue. Council District 2)**

Recommended Planning and Zoning Commission Action:

☒ **Approve** ☐ **Deny** ☐ **Direction/Informational**

Details of Request:

The applicant, Jorge Chavez, is requesting a Zone Change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District, on Lot 14, Block 1, Eastover Addition, City and County of Midland, Texas.

Current Zoning:

MF-22, Multiple-Family Dwelling District.

Surrounding Zoning and Land Use:

The properties to the north are zoned SF-3, Single Family Dwelling District, and are currently vacant lots. The properties to the east, south, and west are zoned MF-22, Multiple-Family Dwelling District, and are the locations of residences, vacant land, and Carver Elementary, respectively.

Analysis:

The property is located at 210 N. Adams Street, and is currently vacant. The applicant is proposing to build a home at this location.

Per the previous zoning ordinance, single-family detached dwellings were allowed in this zoning district. As of July 1, 2019, the new zoning ordinance does not allow the use of single-family detached dwellings within MF-22, Multiple-Family Dwelling District.

The planning department has researched the surrounding neighborhood and based on the existing characteristics of the area, the zone change request to allow for a single-family detached dwelling would be appropriate.

The dimensions of the property are approximately 40 feet by 80 feet and would not meet the dimensional regulations of the SF-3, Single Family Dwelling District. However, per the Zoning Ordinance section 4.08.D, “Any existing vacant lot platted prior to the zoning ordinance effective date that was legally conforming shall be deemed a conforming lot.” The property was platted prior to the effective date of the zoning ordinance; therefore, the lot would be suitable for the development of a home. The appropriate setbacks and maximum height must also comply with the residential zoning district dimensional regulations for the SF-3, Single Family Dwelling District.

This proposed zone change has been circulated to and reviewed by respective City departments 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.

Property lies entirely within Special Flood Hazard Area Zone AE. Finish floor will be required to be build 1 foot above the base flood elevation.

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 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)

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:

Per the Future Land Use map, this location is designated as Urban-Residential Low. Potential zoning or this area includes Single-Family Dwelling Districts; therefore, this zone change complies with the Future Land Use plan. The surrounding lots consist of vacant lots and residences. This zone change will follow the existing characteristics of the surrounding neighborhood and provide additional housing for residents of the City of Midland.

The Planning and Zoning Commission recommended approval of this request at the April 6, 2020 meeting.

This request was approved at the April 28, 2020 City Council 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.**

Letters of Objection:

Staff has not received any letters of objection as of April 22, 2020.

Attachments:

Application
Maps
Warrantee Deed

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 14, BLOCK 1, EASTOVER ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH ADAMS STREET, APPROXIMATELY 80 FEET SOUTH OF EAST ILLINOIS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 14, Block 1, Eastover Addition, 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: _____

Case Number: Z-20-0175

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Jorge Chavez		Phone (432) 889-7005 Email Terre-Chavez@ymail.com	
Address 1611 N. Camesa Rd.	City Midland	State TX	Zip 79701

Property Owner Printed Name: Jorge Chavez		Phone (432) 889-7005 Email Terre-Chavez@ymail.com	
Address 1611 N. Camesa Rd.	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: 210 N. Adams

Legal Description
Lot: 14 Block: 1 Subdivision: East Over Addition

Current Zoning: MF-22

Proposed Zone: SF-3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: ~~For~~ To build a house on the property.

Present Use of Property: Vacant

Proposed Use of Property: For a home.

How would this zone change affect the public health, safety and welfare? N/A

Describe how conditions affecting the property have changed since present zoning designation: N/A

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)

RECEIVED
MAR 1 1 2020
BY: DV

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Jorge Chavez	Date: 02-12-2020
Applicant (printed): Jorge Chavez	
Property Owner (signature):	Date:
Property Owner (printed) :_____	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization will provide deed ☐ Dimensioned Site Plan

☐ Application Fee ☐ Plans in Digital Format (PDF/JPEG)

Check # waived

RECEIVED MAR 11 2020 BY: DR

Received By: Date: 2/12/2020

****Application will not be considered for scheduling until reviewed by a planner.****

Midland County
Alison Haley
Midland County
Clerk

RECEIVED
MAR 1 1 2020
BY: .....

Instrument Number: 5093

eRecording - Real Property

Recorded On: February 19, 2020 02:38 PM

Number of Pages: 2

" Examined and Charged as Follows: "

Total Recording: $26.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	5093
Receipt Number:	20200219000153
Recorded Date/Time:	February 19, 2020 02:38 PM
User:	Araceli R
Station:	cc10299

Record and Return To:
Corporation Service Company

COUNTY COURT
MIDLAND COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MIDLAND

I hereby certify that this Instrument was FILED **In the File Number sequence on the date/time printed hereon, and was duly** RECORDED **in the Official Records of Midland County, Texas.**

Alison Haley
Midland County Clerk
Midland County, TX

Alison Haley

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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 OR DRIVERS LICENSE NUMBER.

WARRANTY DEED

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF MIDLAND §

That **JULIO GUERRERO AND FELIS GUERRERO** whether one or more hereinafter referred to as "Grantor") for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other valuable consideration, to Grantor cash in hand paid, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto **JORGE CHAVEZ DBA JC CHAVEZ CONSTRUCTION** whether one or more, hereinafter referred to as "Grantee"), whose mailing address **1611 N. LAMESA RD., MIDLAND, TX 79701** all that certain lot, tract or parcel of land situated in **MIDLAND** County, Texas, and described as follows, to wit:

Lot Fourteen (14), Block One (1), Eastover 2nd Addition, an addition to the City of Midland, Midland County, Texas according to the map or plat thereof of record in Volume 71, Page 494, Deed Records, Midland County, Texas.

SAVE AND EXCEPT all oil, gas and other minerals in, on and under said land as reserved by prior grantors; and SUBJECT TO all oil and gas leases, easements, rights-of-way, and covenants and restrictions of record in the Office of the County Clerk of **MIDLAND** County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, Grantee's heirs, executors, administrators, successors and assigns forever, and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and assigns, to Warrant and Forever Defend, all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

EFFECTIVE AS OF 12th DAY OF February, 2020

JULIO GUERRERO

FELIS GUERRERO

THE STATE OF **TEXAS** §
§
COUNTY OF **MIDLAND** §

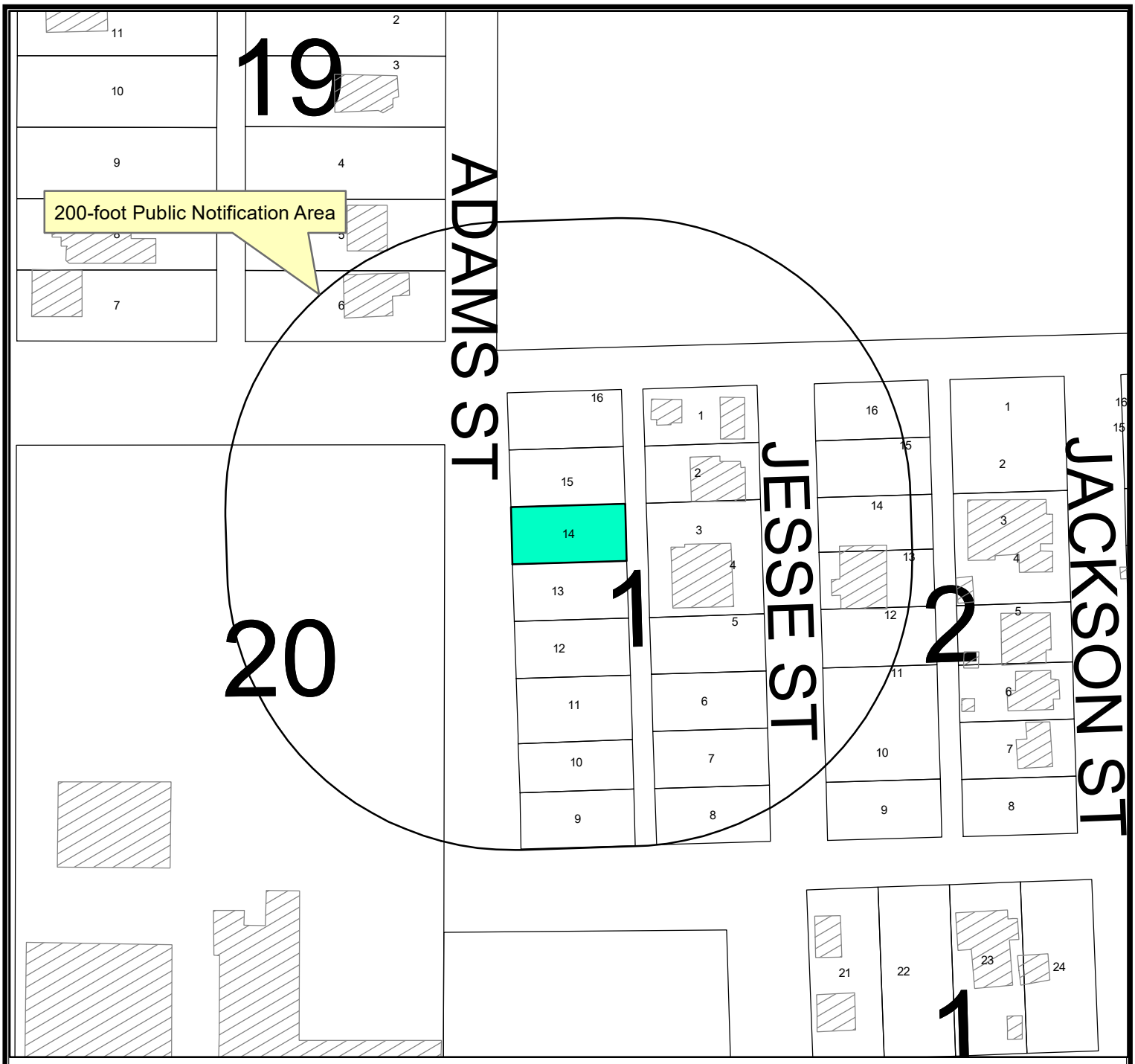
This instrument was acknowledged before me this 12th day of February, 2020 by **JULIO GUERRERO AND FELIS GUERRERO.**

(SEAL)

IRMA V QUIROZ
NOTARY PUBLIC
ID# 10659398
State of Texas
Comm. Exp. 10-09-2020

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

STC-1382116



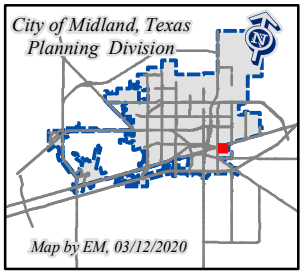
LOCATION MAP

Z-20-0175 **Scale: 1" = 100'**

Consider a request by Jorge Chavez, for a Zone Change from MF-22, Multiple-Family Dwelling District, to SF-3, Single Family Dwelling, on Lot 14, Block 1, Eastover Addition, City and County of Midland, Texas. Generally located on the east side of N. Adams Street, approximately 80-feet south of E. Illinois Avenue. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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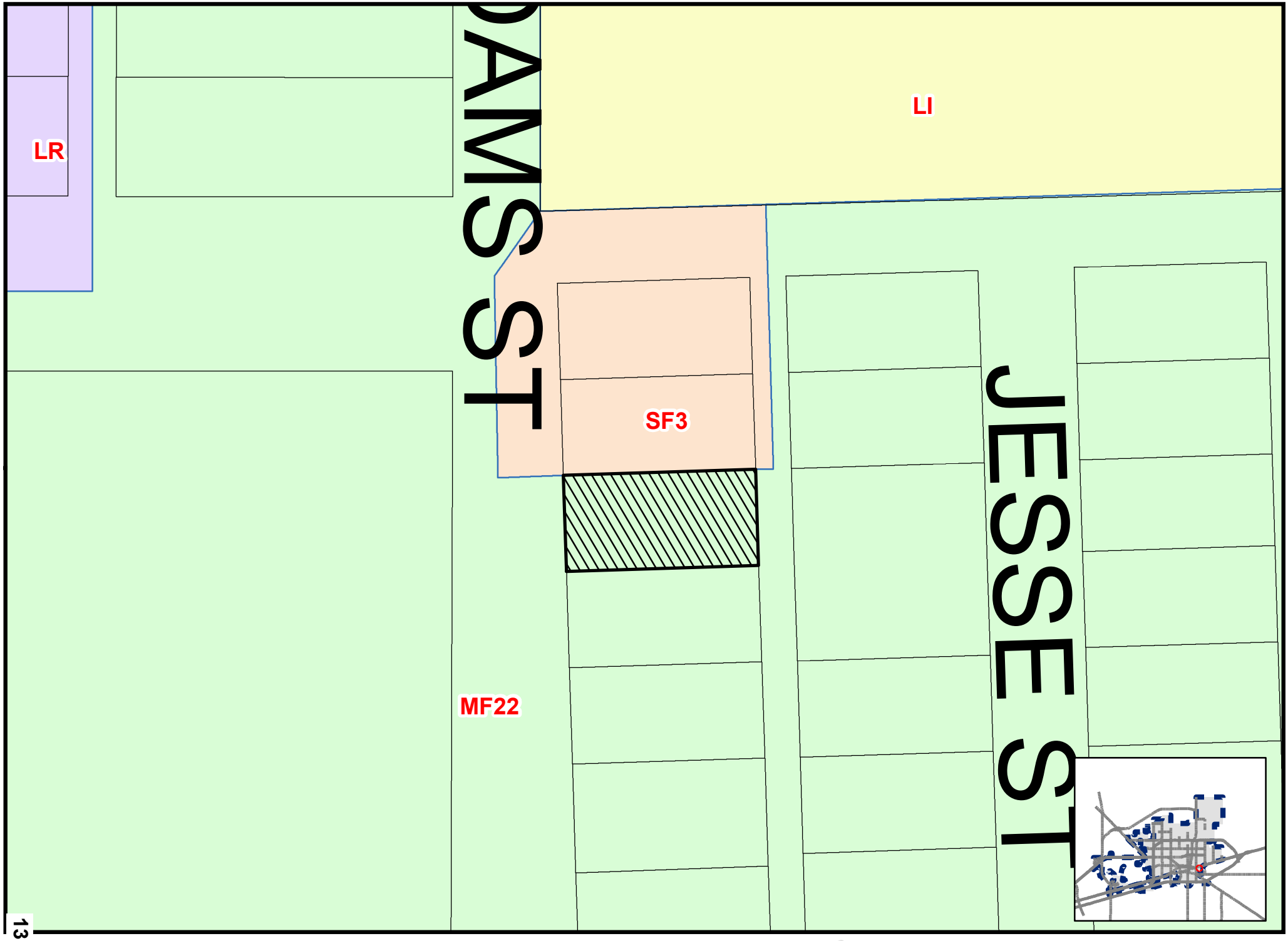

13.12

ap By EM, 3/12/2020

Z-20-0175

Scale: 1" = 50'

ZONING MAP

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13.13

13.14

13.15

13.16

City Council Agenda

Approved for Agenda:
rwpatrick
City Manager's Office

MEETING DATE: 5/12/2020

TO: City Council / City Manager

FROM: Joseph Marynak, Planner

SUBJECT: Consider an ordinance on second reading on a request by Midland Platinum II, LLC., for a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption, in a bar, on Lot 2A, Block 3, Westridge Park Addition, Section 10, City and County of Midland, Texas. (Generally located on the west side of Tradewinds Boulevard, approximately 300-feet south of Andrews Highway. Council District 4)

Purpose:

The applicant, Midland Platinum II, LLC., is requesting a Specific Use Designation with Term for the sale of all alcoholic beverages, for on premises consumption, in a bar, at 1505 Tradewinds Boulevard.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

Current Zoning:

PD, Planned District for a Shopping Center. (Ordinance 8364)

Surrounding Zoning and Land Use:

The properties to the north, south, and east are zoned PD, Planned Districts for Shopping Centers, and are the locations of a restaurant, a shopping center, and a hotel, respectively. The properties to the east are zoned RR, Regional Retail District, and PD, Planned District for a Shopping Center, and are the locations of a car dealership and a vacant lot, respectively.

Analysis:

The property is located in a PD, Planned District for a Shopping Center, governed by Ordinance 8364, which has an underlying zoning of RR, Regional Retail District. This zoning district permits the sale and on premises consumption of alcoholic beverages in a bar, with the approval of a Specific Use Designation with Term.

The site is located at 1505 Tradewinds Boulevard, and does not currently have a Specific Use Designation for sale and on premises consumption of alcoholic beverages. The site currently has adequate parking and restroom facilities. The applicant is requesting alcohol service hours as the following:

Monday through Sunday from 4:00 p.m. to 12:00 a.m. (midnight)

The sale and on-premises consumption of alcoholic beverages will be limited to a 6,608-square foot portion of the hotel, which includes a lounge area, bar area, outdoor patios, and meeting rooms.

Per Midland City Code 5.4.4. –Prohibited place of business

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objection.

Engineering: (Approved)

No objection.

Transportation: (Approved)

No objection.

Building Code: (Approved)

The SUD for Midland Platinum is acceptable. The property must adhere to the maximum occupant load of 439. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, “Encourage the development of places where Midland residents can gather and socialize to build connections.” (Tall City Tomorrow page 137) Midland Platinum, LLC, will create a vibrant atmosphere where visitors can feel relaxed and enjoy drinks.

This request was recommended for approval at the April 6, 2020 Planning and Zoning Commission meeting. This request was also approved on first reading at the April 28, 2020 City Council meeting.

This request meets all requirements; therefore, staff recommends approval of the request for a Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a bar, subject to Condition A through E.

Conditions:

A. That the serviceable area of the bar shall be limited to approximately 6,608 square feet as shown in Exhibit “A”, which is attached hereto and incorporated herein for all purposes.

B. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

C. That the establishment shall meet all requirements of the Fire Department and Code Administration.

D. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

E. That the days and hours of alcoholic beverages sales and consumption shall be limited to:

Monday through Sunday, from 4:00 p.m. to 12:00 a.m. (midnight)

Letters of Objection:

As of April 22, 2020, staff has not received any letters of objection.

Attachments:

Floor Plan (Exhibit A)
Ordinance 8364
Application
Maps

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 2A, BLOCK 3, WESTRIDGE PARK ADDITION, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF TRADEWINDS BOULEVARD, APPROXIMATELY 300 FEET SOUTH OF ANDREWS HIGHWAY), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lot 2A, Block 3, Westridge Park Addition, Section 10, City and County of Midland, Texas (the "Property") as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages for on-premises consumption in a bar (the "Establishment"), together with the uses permitted in the present PD, Planned Development District for a Shopping Center.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 6,608 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

C. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

D. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 4:00 p.m. to 12:00 a.m. (midnight).

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, 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:

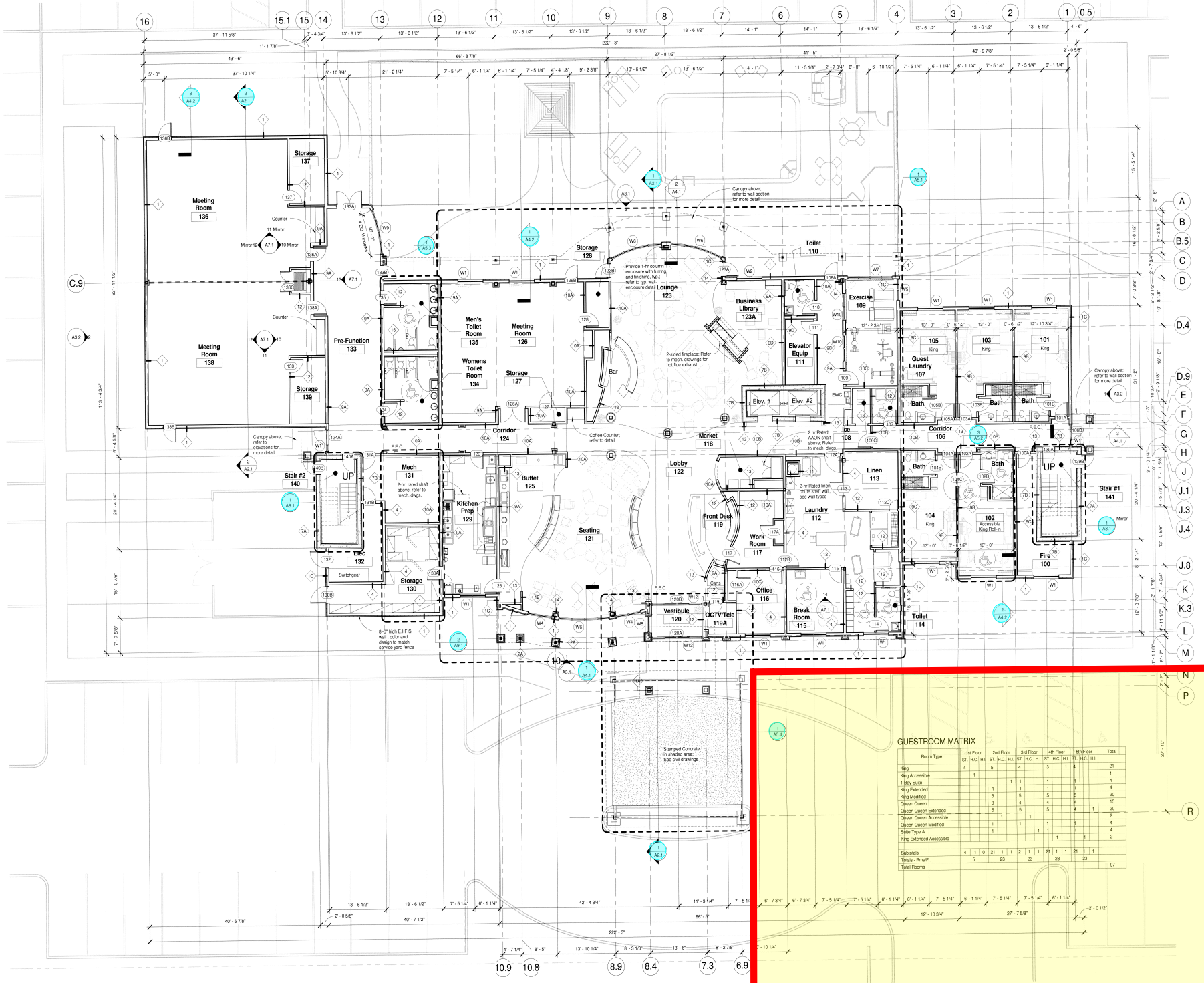
_____
Robert Patrick, Assistant City Manager

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



GUESTROOM MATRIX

Room Type	1st Floor			2nd Floor			3rd Floor			4th Floor			5th Floor			Total
	ST.	H.C.	H.I.	ST.	H.C.	H.I.	ST.	H.C.	H.I.	ST.	H.C.	H.I.	ST.	H.C.	H.I.	
King	4			5			4			3		1	4			21
King Accessible		1														1
1-Bay Suite					1		1			1			1			4
King Extended				1			1			1			1			4
King Modified				5			5			5			5			20
Queen Queen				3			4			4			4			15
Queen Queen Extended				5			5			5			4		1	20
Queen Queen Accessible					1			1								2
Queen Queen Modified				1			1			1			1			4
Suite Type A				1				1		1			1			4
King Extended Accessible										1				1		2
Subtotals	4	1	0	21	1	1	21	1	1	23	1	1	21	1	1	
Totals - Rms/Fl.	5			23			23			23			23			
Total Rooms																97

3di architecture
3di architecture
5314 Broadway,
Lancaster, New York 14086
Phone: 716.635.6170 Fax: 716.633.0872
www.3diarchitects.com

Rev. No.	Date	Description

REGISTERED ARCHITECT
STATE OF TEXAS

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Electronic files may not accurately reflect the final as-built conditions. It is the responsibility of the user to verify all layouts, dimensions and other related information.

This document may not be used or copied without prior written consent.

Owner:

PLATINUM HOSPITALITY MANAGEMENT

Platinum Hospitality Management
226 Jackson Meadows (615) 277-1090
Hermitage, TN 37076 (615) 277-1095 Fax

Project Name:

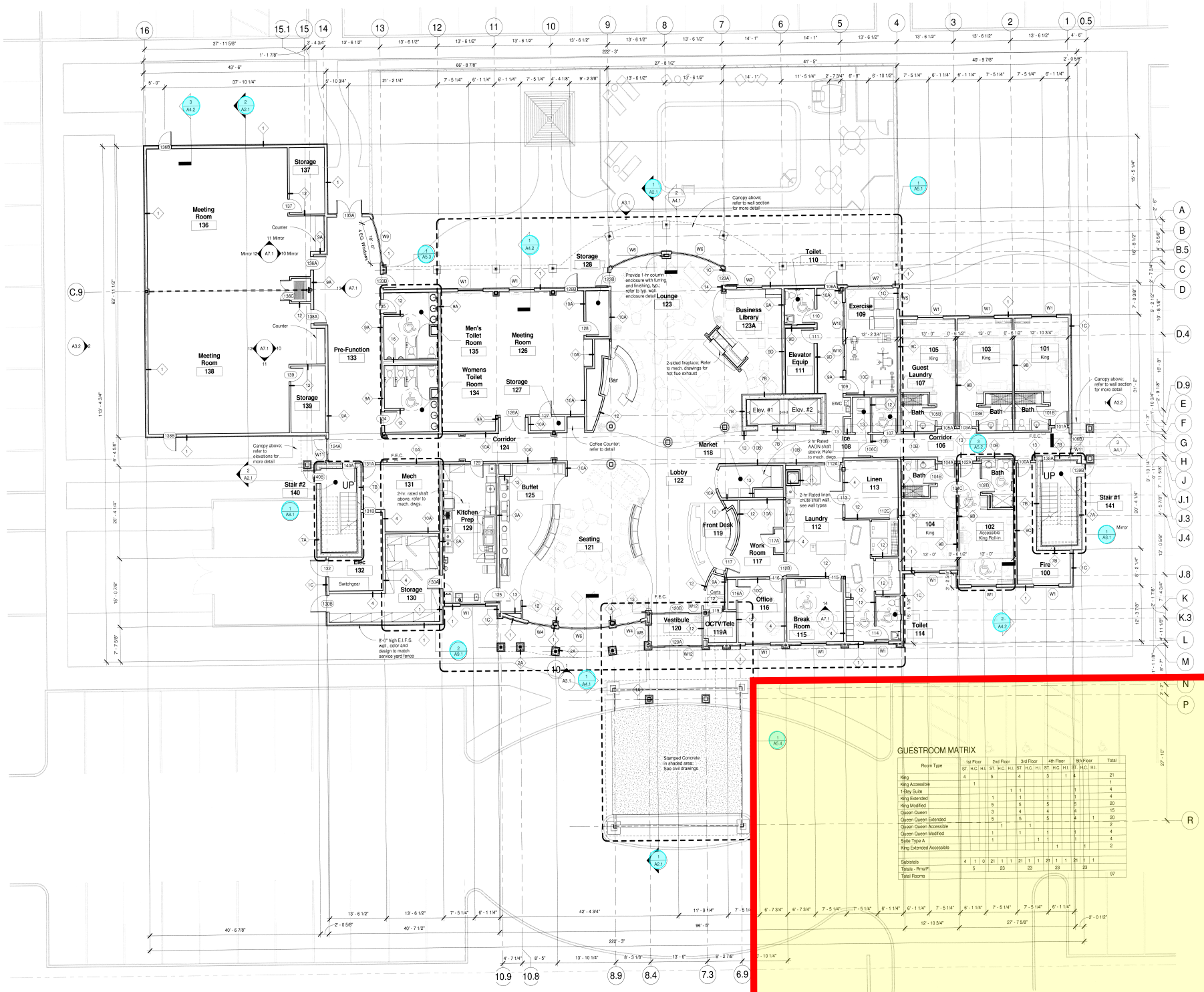
COURTYARD Marriott

1505 Tradewinds Boulavard
Midland, TX 79706

Sheet Title:

1st Floor Plan

Drawn By:	Project Date:	Sheet No:
MAS MPD AJD	June 5, 2008	A1.1
3di Project No.: 05100		



GUESTROOM MATRIX

Room Type	1st Floor			2nd Floor			3rd Floor			4th Floor			5th Floor			Total
	ST.	H.C.	H.I.	ST.	H.C.	H.I.	ST.	H.C.	H.I.	ST.	H.C.	H.I.	ST.	H.C.	H.I.	
King	4			5			4			3		1	4			21
King Accessible		1														1
1-Bay Suite					1		1			1			1			4
King Extended				1			1			1			1			4
King Modified				5			5			5			5			20
Queen Queen				3			4			4			4			15
Queen Queen Extended				5			5			5			4		1	20
Queen Queen Accessible					1			1								2
Queen Queen Modified				1			1			1			1			4
Suite Type A				1			1			1			1			4
King Extended Accessible										1				1		2
Subtotals	4	1	0	21	1	1	21	1	1	23	1	1	21	1	1	
Totals - Rms/Fl.	5			23			23			23			23			
Total Rooms																97

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PLATINUM HOSPITALITY MANAGEMENT

Platinum Hospitality Management
226 Jackson Meadows (615) 277-1090
Hermitage, TN 37076 (615) 277-1095 Fax

Project Name:

COURTYARD Marriott

1505 Tradewinds Boulavard
Midland, TX 79706

Sheet Title:

1st Floor Plan

Drawn By:	Project Date:	Sheet No:
MAS MPD AJD	June 5, 2008	A1.1
3di Project No.: 05100		

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUD-20-0071

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Midland Platinum II LLC		Phone (615) 277 1100 Email vijay.patel@platinumcos.com	
Address 111 Broadway 3rd Fl	City Nashville	State TN	Zip 37201
Property Owner Printed Name: Midland Platinum II LLC		Phone (615) 405 4945 Email Legal@platinumcos.com	
Address 111 Broadway 3rd Fl	City Nashville	State TN	Zip 37201
Representative *(if different from Applicant or Property Owner)* Firm: Platinum management services LLC Printed Name: Rich Tuckwell-Skuda		Phone (702) 569-8588 Email rich.tuckwell-skuda@platinumcos.com	
Address 111 Broadway 3rd Fl	City Nashville	State TN	Zip 37201

Street Address: 1505 Tradewinds Blvd

Business Name: Courtyard by Marriott Midland

Legal Description
Lot: 24 Block: Three Subdivision: Westridge Park Addition Section 10

Current Zoning: Commercial

Reason for Request: on premise consumption

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Hotel

Proposed/Current Days and Hours of Operation: 365 days, 7 days a week

Proposed Days and Hours of Alcohol Service: 4pm to 12 pm 7 days week

Total Square Footage of Business: 98,773 sqft.

Square Footage of Alcohol Serviceable Area:

Restroom Fixtures: *Men*	**Toilets/Urinals:** 2 / 2	**Bathroom Sinks:** 3	
Women	**Toilets:** 3	**Bathroom Sinks:** 3	

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): Vijay Patel	Date: 2/20/20
Applicant (printed): Vijay Patel	
Property Owner (signature): Vijay Patel	Date: 2/20/20
Property Owner (printed): Vijay Patel	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF ~~TEXAS~~ TENNESSEE
COUNTY OF ~~MIDLAND~~ DAVIDSON

Before me, the undersigned authority, on this day personally appeared Rick Tuckwell-Hyda who, being by me duly sworn, upon oath says: That (s)he is authorized by Vijay Patel, 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 20 day of February, 2020, to certify which witness my hand and seal of office.

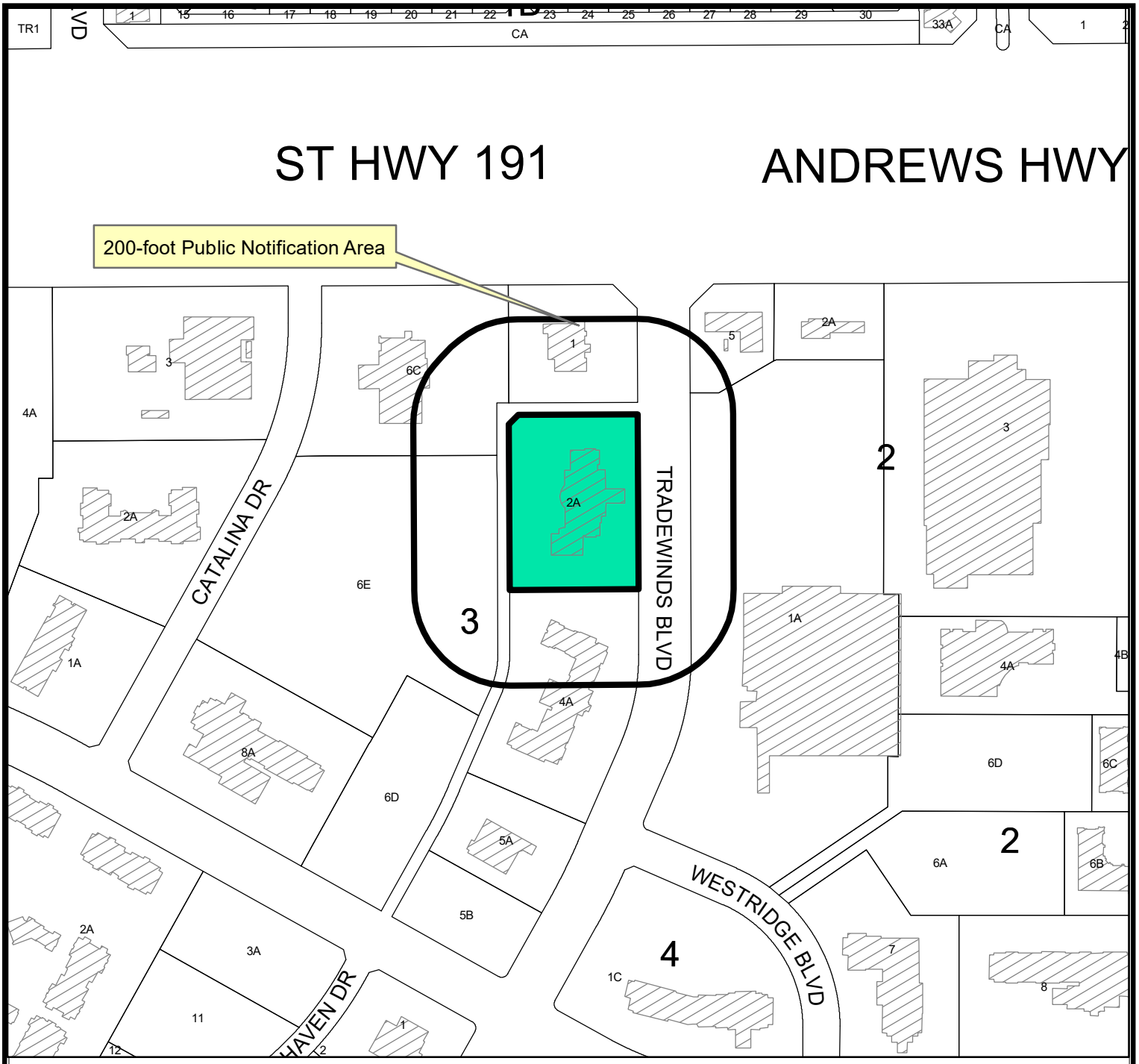
MICHELLE M RAYHAB
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

NOTARY PUBLIC, ~~MIDLAND COUNTY, TEXAS~~
DAVIDSON COUNTY, TN

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Dimensioned Floor Plan
☐ Application Fee	☐ Site Plan
Check #_____	☐ Plans in Digital Format (PDF/JPEG)
Received By:_____	Date:_____

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

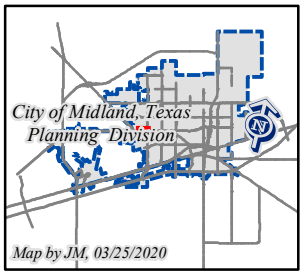
SUD-20-0071 **Scale: 1" = 300'**

Hold a public hearing and consider a request by Midland Platinum, LLC, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption, in a bar, on Lot 2A, Block 3, Westridge Park Addition, Section 10, City and County of Midland, Texas.

Generally located on the west side of Tradewinds Boulevard, approximately 300-feet south of Andrews Highway (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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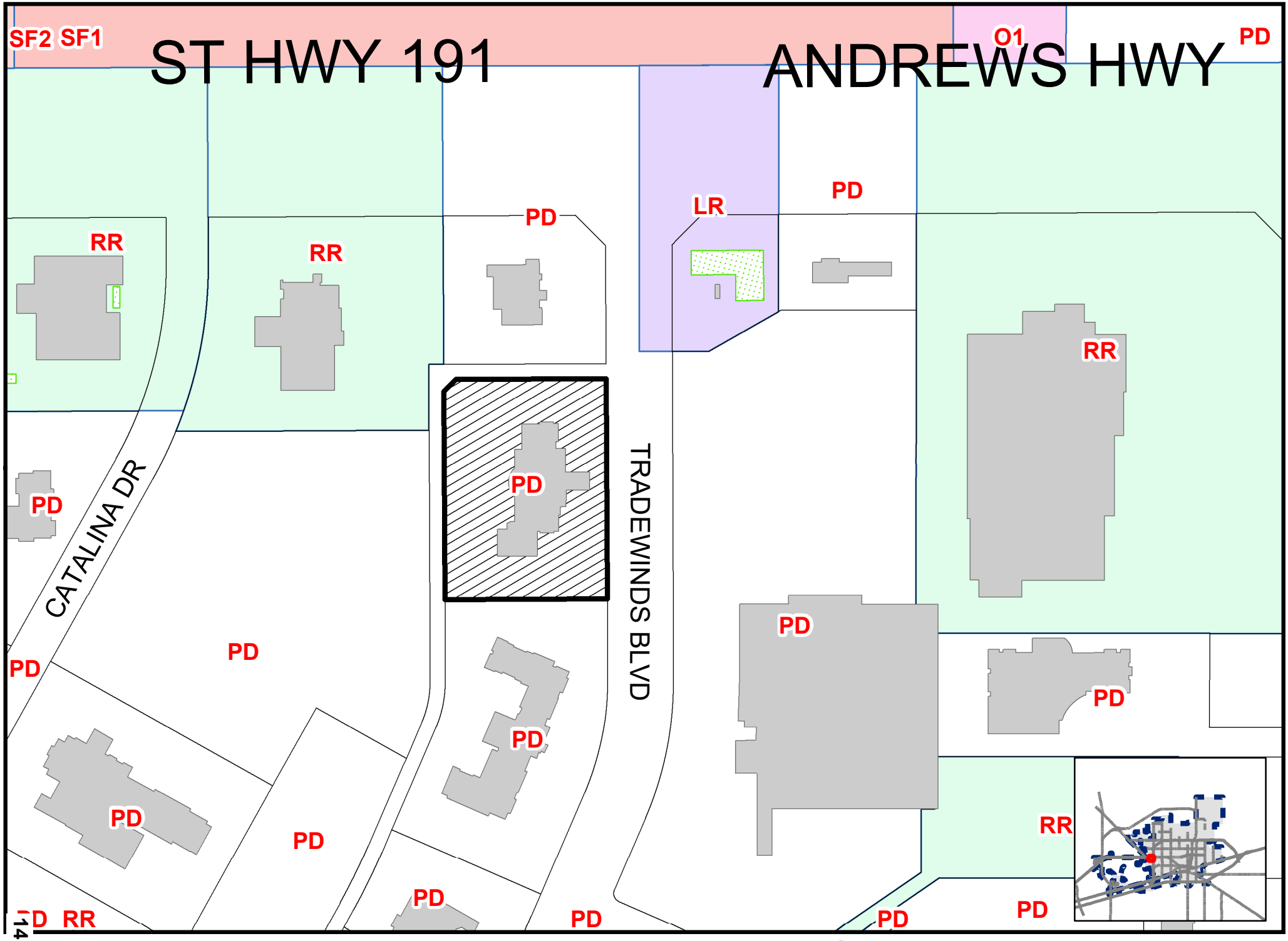

14.15

ap By JM, 3/30/2020

SUD-20-0071

Scale: 1" = 200'

ZONING MAP

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ORDINANCE NO. 8364

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 2A, BLOCK 3, WESTRIDGE PARK ADDITION, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER TO BE USED AS AN AMENDED PLANNED DISTRICT FOR A SHOPPING CENTER; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, by Ordinance No. 7981, adopted October 10, 2000, the City Council granted a "Planned District" for a Shopping Center; and

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of Districts under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of an Amended Planned District for a Shopping Center, as set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned PD, Planned District for a Shopping Center, and it shall be used as an Amended Planned District for a Shopping Center, said property being described as follows:

> Being all of Lot 2A, Block 3, Westridge Park Addition, Section 10, City and County of Midland, Texas.

SECTION TWO. That the use and development of this property as a hotel shall conform in all respects to the attached site plan (Exhibit "A") and elevation drawings (Exhibit "B"), except as otherwise stated below:

A. That the maximum building height for the hotel shall not exceed 61 feet as defined in the Zoning Code.

B. That signage on the property shall be limited to two (2) 48 square foot ground signs and three (3) wall signs.

C. That the landscaping shall conform to the Landscaping Ordinance, and all live materials shall be irrigated and kept in a healthy, growing condition.

D. That the dumpster screen shall be brick with a minimum height of five (5) feet.

E. That a fence on the west property line shall be wood with brick columns and a minimum height of six (6) feet.

F. That a minimum of 155 parking spaces shall be provided either on site or on the adjacent lot.

SECTION THREE. 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 FOUR. 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 FIVE. 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 SIX. 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 SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 22nd day of November, A.D., 2005; and passed to second reading on motion of Council member Hailey, seconded by Council member Morgan, by the following vote:

Council members voting "AYE": Hailey, Morgan, Perry, Dingus, Canon, Simpson and Dufford

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Morgan, seconded by Council member Dufford, on the 13th day of December, A.D., 2005, at a regular meeting of the City Council:

Council members voting "AYE": Morgan, Dufford, Perry, Dingus, Canon, Simpson and Hailey

Council members voting "NAY": None

PASSED AND APPROVED THIS 13th day of December, A.D., 2005.

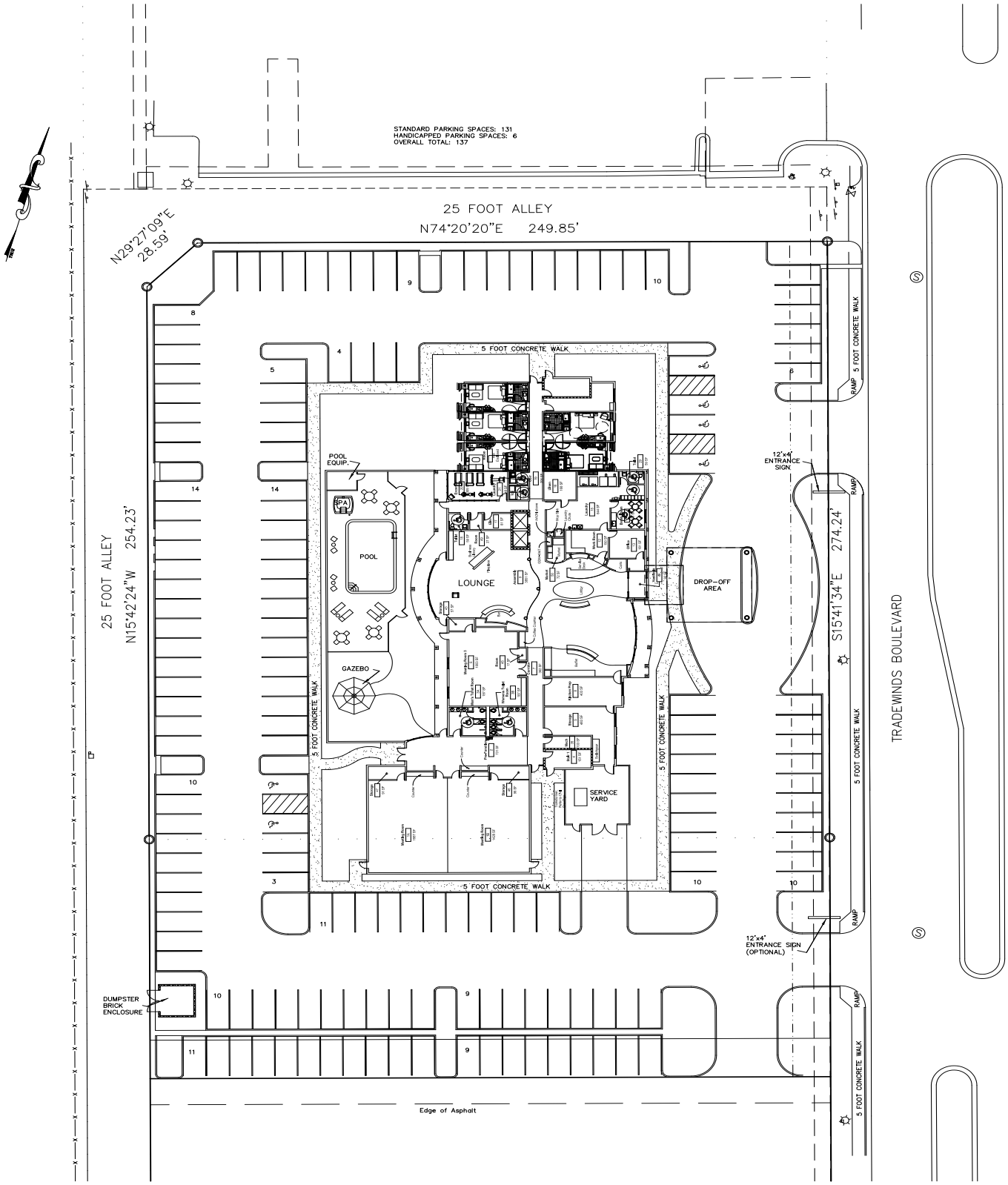
Michael J. Canon, Mayor

ATTEST:

Kaylah J. McCord, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



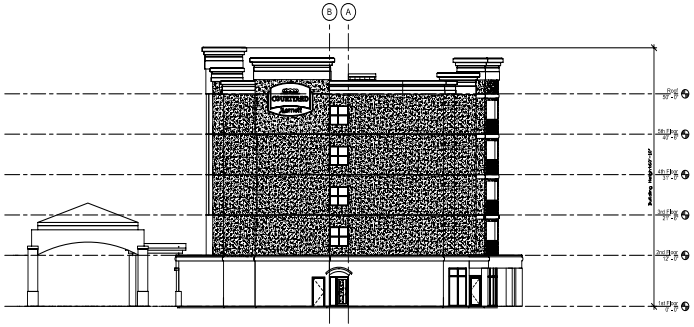
PROJ. NO.	68927PH	**WESTRIDGE PARK ADDITION**	408 N. PECOS STREET
DATE	11/09/05	**SECTION 5**	P. O. BOX 504
DESIGNED BY	CRUISE B. SUDDUTH	**MIDLAND, TEXAS**	MIDLAND, TEXAS 79702
DRAWN BY	KEVIN STARNES		PH. (432)684-5548
JOB #	68,927		FAX (432)684-6973
SHEET	1 OF 1		E-MAIL schuengr@aol.com

SCHUMANN ENGINEERING CO., INC.-CIVIL ENGINEERS\LAND SURVEYORS
PLANNING • BOUNDARY • TOPOGRAPHY • WELL LOCATIONS • PIPELINES

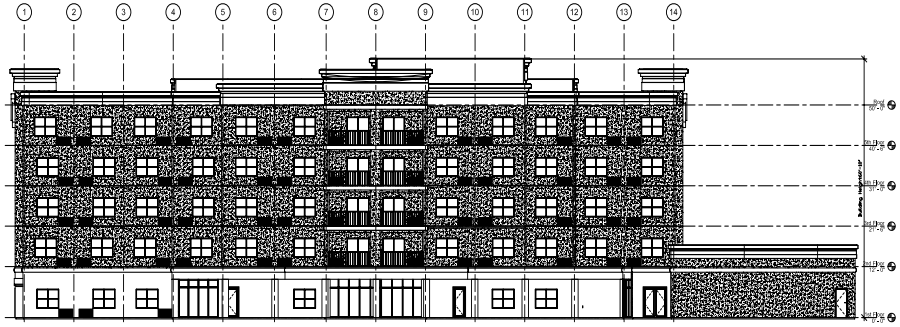
REV	DATE		DSN	DWN	CHK

THIS DRAWING SHALL NOT BE UTILIZED BY ANY PERSON, FIRM, OR CORPORATION IN WHOLE OR IN PART WITHOUT THE SPECIFIC PERMISSION OF SCHUMANN ENGINEERING CO., INC.

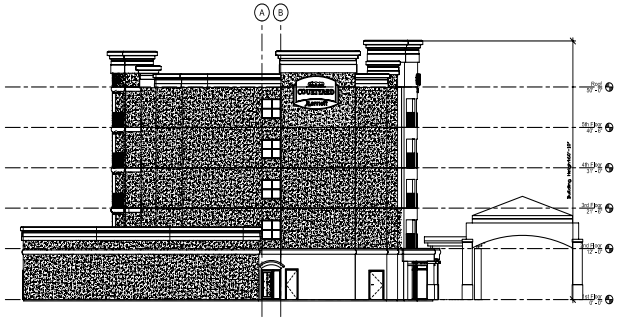
4 East Elevation
Scale: 1/16" = 1'-0"



2 North Elevation
Scale: 1/16" = 1'-0"



3 West Elevation
Scale: 1/16" = 1'-0"



1 South Elevation
Scale: 1/16" = 1'-0"

3di architects
91 North Forest, Williamsville, New York 14221
Phone: 716.635.6170 Fax: 716.635.6171
Email: 3di@3diarchitects.com
www.3diarchitects.com

Preliminary
Not for Construction
11 - 09 - 05

Rev. No.	Date	Description

Architect of Record

Errors may occur in the transmission of electronic files. 3di Architects are not responsible for any claims, damages or expenses arising out of the unauthorized use of the information contained in electronic files.

Electronic files may not accurately reflect the final as-built conditions. It is the responsibility of the user to verify all layouts, dimensions and other related information.

This document may not be used or copied without prior written consent.

Owner:

Platinum Hospitality

Project Name:

Courtyard by Marriott

Midland, TX

Sheet Title:

Exterior Elevations

Drawn By:	Project Date:	Sheet No.:
WAS MPD AJD	-	A300
Project No.: 05100		

14.21

3di architects
3di architects
91 North Forest, Williamsville, New York 14221
Phone: 716.635.6170 Fax: 716.635.6171
Email: 3di@3diarchitects.com
www.3diarchitects.com

Rev. No.	Date	Description

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Electronic files may not accurately reflect the final as-built conditions. It is the responsibility of the user to verify all layouts, dimensions and other related information.

This document may not be used or copied without prior written consent.

Project Logo:

Project Name:

Courtyard by Marriott

Midland, TX

Sheet Title:

Front Elevation Rendering

Drawn By:	Project Date:	Sheet No.
Project No.: 05100		AR-100

14.22

14.23

14.24

14.25

COURTYARD
Marriott
1505
FIRE LANE NO PARKING
FIRE LANE NO PARKING

14.26

City Council Agenda

Approved for Agenda:
rwpatrick
City Manager's Office

MEETING DATE: 5/12/2020

TO: City Council / City Manager

FROM: Glenda Arroyo-Cruz, Planner

SUBJECT: Consider an ordinance on a second reading on a request by Elvira Garcia for a zone change from RR, Regional Retail District, to SF-3, Single-Family Dwelling District, on Lots 13 and 14, Block 145, Southern Addition, City and County of Midland, Texas. (Generally located on the east side of South Baird Street, approximately 110-feet north of East Pennsylvania Avenue. Council District 2)

Purpose:

The applicant, Elvira Garcia, is requesting approval of a zone change for the development of a single-family residential home.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

The properties to the north are zoned C, Commercial District and the location of residential homes. The properties to the east are zoned SF-3, Single-Family Dwelling District and the location of residential homes. The properties to the south and west are zoned RR, Regional Retail District and the location of residential homes.

Analysis:

The property is located at 607 South Baird Street and is currently vacant. The applicant is proposing the development of a single-family residential home on this lot. The current zoning of this property is RR, Regional Retail District. Per the previous zoning ordinance,

single-family detached dwellings were allowed within this zoning district. As of July 1, 2019, the new zoning ordinance does not allow the use of single-family detached dwellings within the RR, Regional Retail District.

The planning department has researched the surrounding neighborhood and based on the existing characteristics of the area, the zone change request to allow for a single-family detached dwelling would be appropriate. The closest single-family residential zoning near this property is on the east side, directly adjacent.

In addition to having the appropriate zoning for the development, the property meets the minimum lot requirements. The appropriate setbacks and maximum height must also be met as described in the SF-3, Single-Family Dwelling District Dimensional Regulations chart.

This proposed zone change has been circulated to and reviewed by respective City departments and their comments, conditions, and requirements are as follows:

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

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.

Code Compliance: (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)

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:

Per the Future Land Use map, this location is designated as Urban Medium - Neighborhood Center. Potential zoning for this area includes Single-Family Dwelling Districts; therefore, this zone change is in compliance with the Future Land Use plan. It would also support the existing neighborhood characteristics and uses of the area.

This request was recommended for approval at the April 6, 2020 Planning and Zoning meeting.

This request was approved at the April 28, 2020 City Council meeting.

Staff recommends approval of this request for a zone change subject to condition A.

Conditions:

A. **That the use and development of this property shall conform to the regulations of the SF-3, Single-Family Dwelling District.**

Letters of Objection:

As of April 22, 2020, staff has not received any letters of objection.

Attachments:

Application
Maps

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 13 AND 14, BLOCK 145, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH BAIRD STREET, APPROXIMATELY 110 FEET NORTH OF EAST PENNSYLVANIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 13 and 14, Block 145, Southern Addition, 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 RR, Regional Retail 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: Z-19-0162
Case Number:

Applicant (if acting as Agent, see affidavit on page 2) Printed Name: Elvira Garcia – Power Framers Construction		Phone (432) 661-1513 Email: powerco3060@gmail.com	
Address: 1500 Rolling Meadows	City: Wellington	State: FL	Zip: 33414
Property Owner Printed Name: Elvira Garcia – Power Framers Construction		Phone (432) 661-1513 Email	
Address: 1500 Rolling Meadows	City: Wellington	State: FL	Zip: 33414
Representative (if different from Applicant or Property Owner) Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 607 S. Baird

Legal Description
Lot: 13+14 Block: 145 Subdivision: Southern Addition

Current Zoning: Regional Retail
Proposed Zone: SF
(List by tracts if more than one district is requested)

Reason for Zone Change Request: We want to build a single family home

Present Use of Property: Vacant lot

Proposed Use of Property: Construction of a house

How would this zone change affect the public health, safety and welfare? this will not affect anything there is already homes around area.

Describe how conditions affecting the property have changed since present zoning designation: We have been trying to buy this lot for several years and in July 2019 the city changed the zoning.

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)

RECEIVED
DEC 18 2019
CITY OF MIDLAND
PLANNING DIVISION OFFICE

Signature *(by property owner only - authorized agent must sign affidavit below)*

Applicant (signature): Date: 12/18/19

Applicant (printed): Elvira Garcia Date: 12/18/19

Property Owner (signature):

Property Owner (printed) :

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Elvira Garcia who, being by me duly sworn, upon oath says: That (s)he is the owner of 607 S. Baird or authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

JENNIFER GARCIA
MY COMMISSION # GG 335328
EXPIRES: May 15, 2023
Bonded Thru Notary Public Underwriters

Authorized Agent (signature)

Subscribed and sworn to before me, this 24 day of March, 2020 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 # Waived

Received By:

Date:

RECEIVED
DEC 18 2019
CITY OF MIDLAND
PLANNING DIVISION OFFICE

Application will not be considered for scheduling until reviewed by a planner.

stewart title

Real partners. Real possibilities.

October 3, 2019

Power Framers Construction LLC
15600 Rolling Meadows Circle
Wellington, FL 33414

File No.:	530819
Seller:	Domingo Ortega Sr. and Rafaela Reyes Ortega
Buyer/Borrower:	Power Framers Construction LLC
Lender:	
Property Address:	607 S Baird Street, Midland, TX 79701

In connection with the above referenced transaction, enclosed herewith, please find the following:

Your original recorded document(s) to keep for your records.

1. Warranty Deed

If you should have any questions or need further assistance, please do not hesitate to contact the undersigned. Thank you.

Sincerely,

Ken Stover
Post Closing Specialist

Encl.

Stewart Title Company
206 North Main
Midland, TX 79701
(432) 687-3355 main (432) 687-3358 fax
lQuiroz@stewart.com

Midland County
Alison Haley
Midland County
Clerk

Instrument Number: 29908

eRecording - Real Property

Recorded On: September 27, 2019 10:12 AM

Number of Pages: 2

" Examined and Charged as Follows: "

Total Recording: $26.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	29908
Receipt Number:	20190927000034
Recorded Date/Time:	September 27, 2019 10:12 AM
User:	Amanda D
Station:	cc10299

Record and Return To:

ERX

STATE OF TEXAS
COUNTY OF MIDLAND

I hereby certify that this Instrument was FILED **In the File Number sequence on the date/time printed hereon, and was duly** RECORDED **In the Official Records of Midland County, Texas.**

Alison Haley
Midland County Clerk
Midland County, TX

Alison Haley

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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

WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

That **DOMINGO ORTEGA DIAZ AND RAFAELA REYES ORTEGA** (whether one or more hereinafter referred to as "Grantor") for and in consideration of $10.00 and other good and valuable consideration, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto **POWER FRAMERS CONSTRUCTION, LLC** (whether one or more, hereinafter referred to as "Grantee"), whose mailing address is **15600 ROLLING MEADOWS CIRCLE, WELLINGTON, FL 33414** all of that certain lot, tract or parcel of land situated in Midland County, Texas, and described as follows, to-wit:

Lots 13 and 14, Block 145, Southern Addition, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Volume 2, Page 2, Deed Records, Midland County, Texas.

SAVE AND EXCEPT For Grantor and Grantor's heirs, successors, and assigns forever, there is a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

SUBJECT TO and all oil and gas leases, easements, rights-of-way, and covenants and restrictions of record in the Office of the County Clerk of Midland County, Texas.

STC-530819

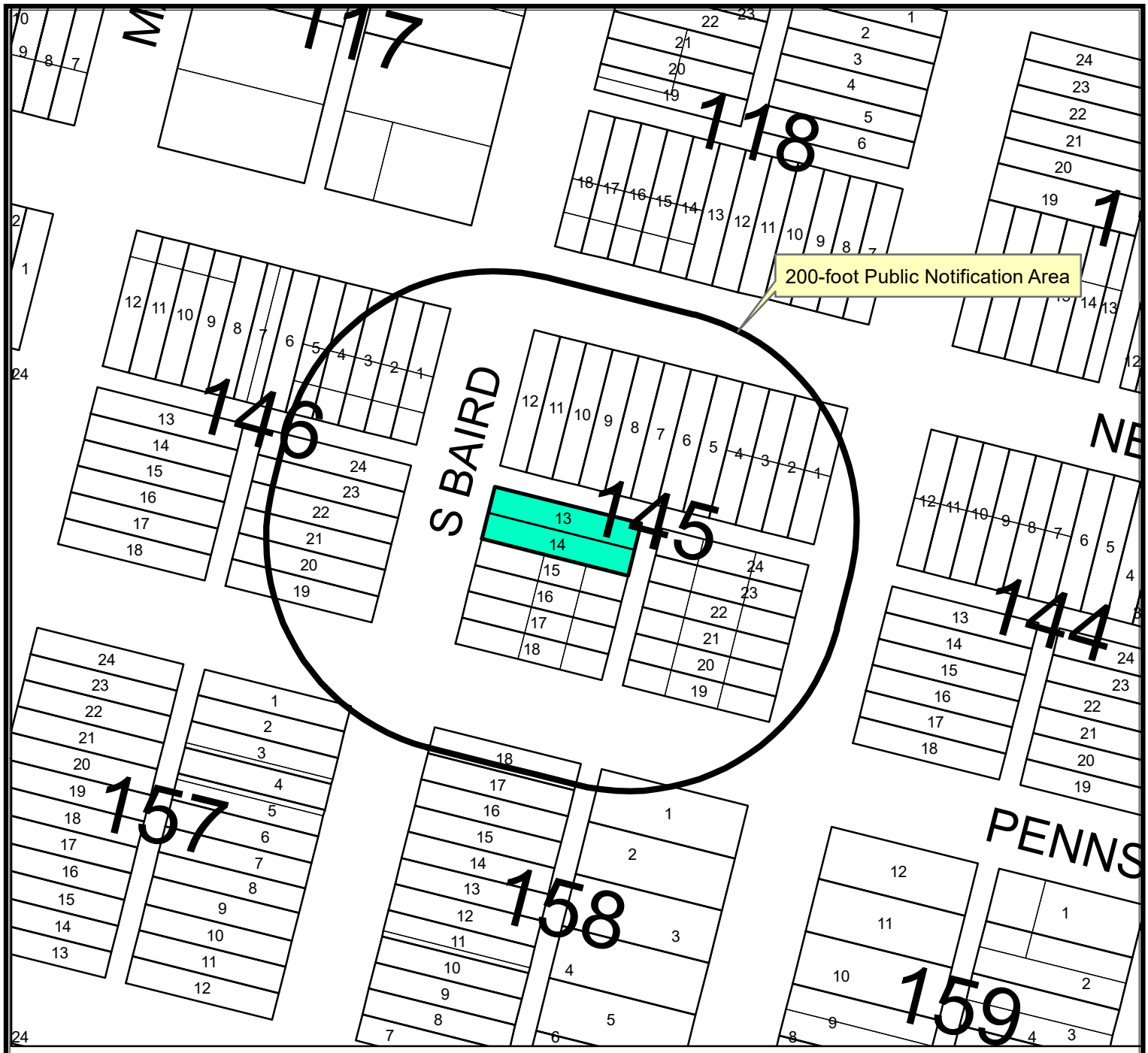
TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, Grantee's heirs, executors, administrators, successors and assigns forever, and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and assigns, to Warrant and Forever Defend, all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Dated: 9/21/19

Domingo F. Ortega
DOMINGO ORTEGA DIAZ

X
RAFAELA REYES ORTEGA

California



LOCATION MAP

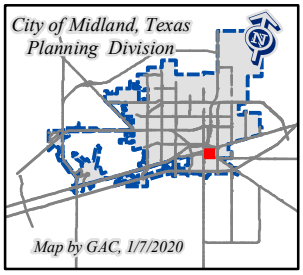
Z-19-0162 **Scale: 1" = 400'**

Consider a request by Elvira Garcia for a zone change from RR, Regional Retail District, to SF-3, Single-Family Dwelling District, on Lots 13 and 14, Block 145, Southern Addition, City and County of Midland, Texas.

Generally located on the east side of South Baird Street, approximately 110-feet north of East Pennsylvania Avenue. (Council District 2)

L E G E N D

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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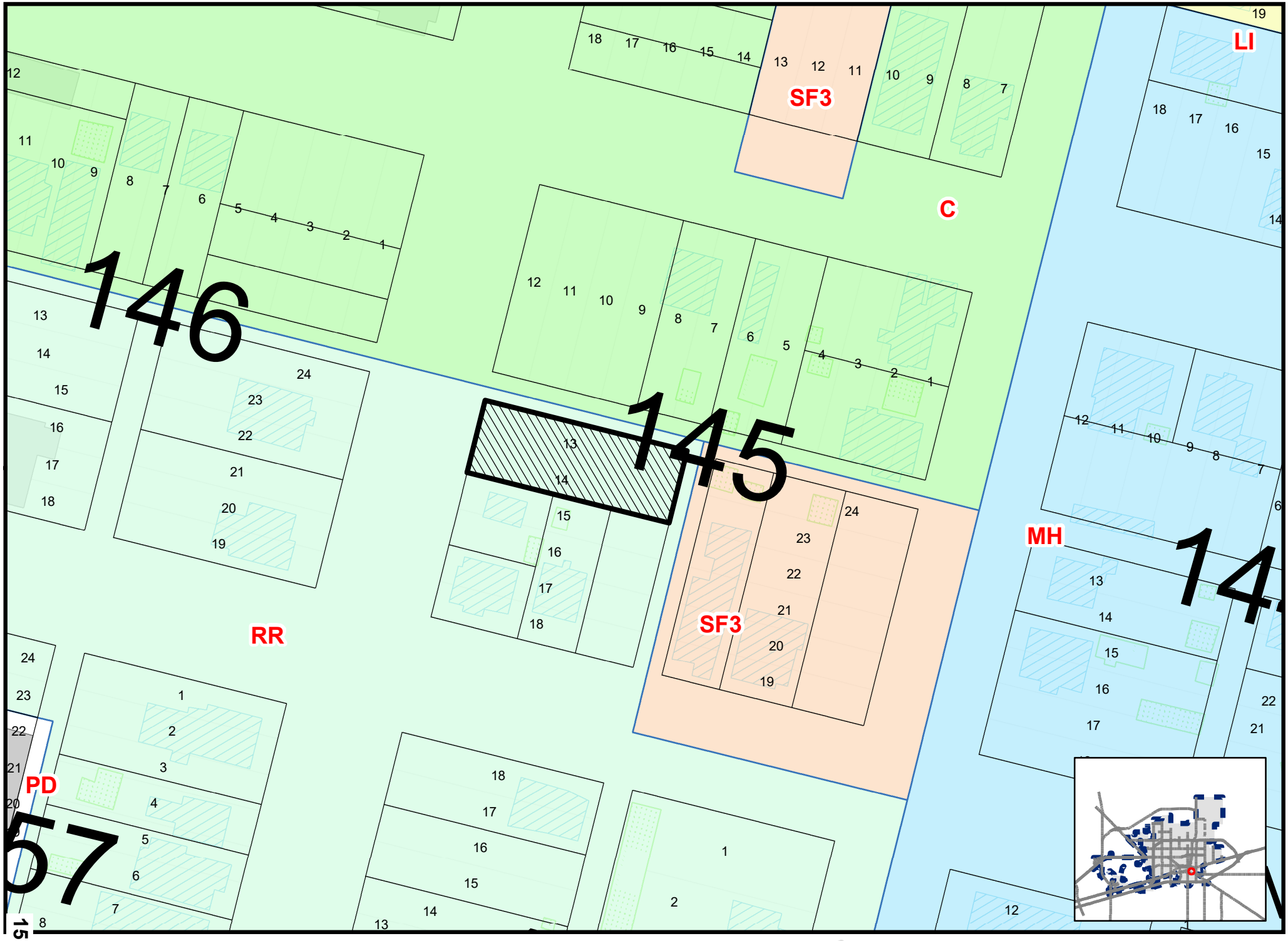
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE I
ANY DECISIONS BASED UPON THE USE OF THIS DAT



15.13

Map By GAC, 01/7/2020

Z-19-0162

Scale: 1" = 200'

ZONING MAP

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15.14

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City Council Agenda

Approved for Agenda:
rwpatrick
City Manager's Office

MEETING DATE: 5/12/2020

TO: City Council / City Manager

FROM: Glenda Arroyo-Cruz, Planner

SUBJECT: Consider an ordinance on a second reading on a request by Maverick Engineering for a zone change from PD, Planned District for a Housing Development to an amended PD, Planned Development District for a Housing Development on Lots 19 through 31, Block 5; Lots 1 through 16, Block 8; Lots 1 through 9, Block 9; and Lots 1 through 4, Block 10; all out of Quail Ridge Addition, Section 6, Lots 10 through 20, Block 9; Lots 5 through 18, Block 10; and Lots 1 through 14, Block 11; all out of Quail Ridge Addition, Section 7; a 7.432-acre portion of Lot 1, Block 1, Quail Ridge Addition; and a previously vacated 0.004 acre portion of Beachwood Street right-of-way, Quail Ridge Addition, Section 2; City and County of Midland, Texas. (Generally located on the northwest corner of the intersection of Chukar Lane and Beachwood Street. Council District 2)

Purpose:

The applicant, Maverick Engineering, is requesting approval of a zone change to continue the re-platting process for this residential development.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

The properties to the north and east are zoned AE, Agriculture Estate District and the location of residential homes. The properties to the south are zoned PD, Planned District for a housing development and the location of residential homes. The property to the west is zoned TP, Technology Park District and the location of a public park.

Analysis:

The property is generally located on the northwest corner of the intersection of Chukar Lane and Beachwood Street. The applicant is requesting to amend the current planned district to adopt a new site plan for this residential subdivision. The new subdivision will not include the southern portion of the adopted exhibit, which is known as Quail Ridge Addition, Section 2, and will only focus on the northern portion of the area. This Planned District was established June of 2007 with an underlying zoning of 1F-3, One-Family Dwelling District. The equivalency of the previous zoning district is SF-3, Single-Family Dwelling District as listed in the new Zoning Ordinance.

This property is regulated by Ordinance No. 8536 and as stated in the *special conditions and restrictions, Section 2, Condition:*

> 1. *That the development of the property described in Section One hereof shall strictly conform to the conditions shown on the site plan marked as Exhibit "A", which is attached hereto and incorporated herein for all purposes.*

The applicant has provided a new site plan, attached hereto as "Exhibit A", which shows a revised lot layout for the next phases of the subdivision. The site will now have 115 lots, whereas, the previous site plan proposed 125. Lots 1 and 16 of Block 8 previously showed a common area. The new site plan is proposing to use this area as lots for residential development.

The site plan also indicates a new minimum front yard setback of 25 feet from the property line to the face of the finished out garage. All lots within this subdivision will also have a 10-foot utility easement along all public frontages.

All trash is being proposed to be picked up in front of the streets and no alleys are being shown in this subdivision. Additionally, all fencing will be a 6-foot wooden fence.

This proposed zone change has been circulated to and reviewed by respective City departments and their comments, conditions, and requirements are as follows:

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

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.

Code Compliance: (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)

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:

Per the future land use map, this area is designated as U-M, Urban Medium. Potential zoning for this area allows for Single-Family Dwelling Districts. This request is compatibility with the existing development in the neighborhood and allow for additional housing options for the community.

This request was recommended for approval at the April 6, 2020 Planning and Zoning meeting.

This request was approved at the April 28, 2020 City Council meeting.

Staff recommends approval of this request for a zone change subject to following conditions:

Conditions:

A. **That the use and development of this property shall conform to the regulations of the SF-3, Single-Family Dwelling District.**

B. **That the development of this property shall significantly conform to the site plan attached hereto and incorporated herein as Exhibit "C".**

C. **That the minimum front-yard setback shall be twenty-five (25) feet.**

Letters of Objection:

As of April 22, 2020, staff has not received any letters of objection.

Attachments:

Metes and Bounds (Exhibit A)
Metes and Bounds for Vacation (Exhibit B)
Quail Ridge Subdivision Site Plan (Exhibit C)
Quail Ridge, Section 8 Proposed Plat
Application
Maps
Ordinance No. 8536

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 19 THROUGH 31, BLOCK 5, LOTS 1 THROUGH 16, BLOCK 8, LOTS 1 THROUGH 9, BLOCK 9, AND LOTS 1 THROUGH 4, BLOCK 10, QUAIL RIDGE ADDITION, SECTION 6, LOTS 10 THROUGH 20, BLOCK 9, LOTS 5 THROUGH 18, BLOCK 10, AND LOTS 1 THROUGH 14, BLOCK 11, QUAIL RIDGE ADDITION, SECTION 7, A 7.432-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 1, QUAIL RIDGE ADDITION, AND A 0.004-ACRE TRACT OF LAND OUT OF QUAIL RIDGE ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF CHUKAR LANE AND BEACHWOOD STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 19 through 31, Block 5, Lots 1 through 16, Block 8, Lots 1 through 9, Block 9, and Lots 1 through 4, Block 10, Quail Ridge Addition, Section 6, Lots 10 through 20, Block 9, Lots 5 through 18, Block 10, and Lots 1 through 14, Block 11, Quail Ridge Addition, Section 7, a 7.432-acre tract of land out of Lot 1, Block 1, Quail Ridge Addition ("Tract A"), and a 0.004-acre tract of land out of Quail Ridge Addition, Section 2 ("Tract B"), City and County of Midland, Texas (the "Property"), Tract A and Tract B being more specifically described by metes and bounds in Exhibits "A" and "B", which are attached hereto and incorporated herein, to an amended PD, Planned Development District for a Housing Development and

adopting a site plan therefor, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Housing Development to an amended PD, Planned Development District for a Housing Development .

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the SF-3, Single-Family Dwelling District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "C" and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the development of the Property shall significantly conform to the site plan attached hereto as Exhibit "C".

B. That the minimum front yard setback shall be 25 feet.

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not

affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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"

MAVERICK
ENGINEERING • SURVEY • WATER RESOURCES
1909 West Wall Street, Suite K • Midland, TX 79701
Tel: 432.262.0999 • Fax: 432.262.0989 • maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #: 10194514

Quail Ridge Addition, Section 8, a re-plat of portions of Quail Ridge Addition, Cab D Page 336, PRMCT, excluding a portion of Beachwood Street, a platted roadway out of Quail Ridge Addition, Section 2 Cab G Page 192

Commencing at a 1/2" IRF (N: 10,701,992.45, E: 1,766,248.13), NAD 83, Texas Central Zone) the Northwest Corner of Quail Ridge Addition, Section 6, Cabinet L, page 172, PRMCT;

Thence North 75°36'57" East 716.16 Feet along and with the North Line said Quail Ridge Addition, Section 6 and proposed Section 7 to a 1/2" IRF for the Northeast Corner of proposed Quail Ridge Addition, Section 7;

Thence South 37°13'05" East along and with the East line of said proposed Quail Ridge Addition, Section 7 (Seven), 218.89 Feet to a 1/2" IRS for the Northwest Corner and **Point of Beginning** of proposed Quail Ridge Addition, Section 8, Blocks 12 and 13:

Thence North 75°36'36" East 748.27 Feet to a 1/2" IRF for the Northeast Corner of this Survey;

Thence South 14°37'49" East along and with the West Right of Way of Chukar Lane 444.82 Feet to a 1/2" IRF for a Point of Curvature at the Southeast corner of Lot 18, on a Curve to the Right to the North Right of Way of Beachwood Street and the West Right of Way of Chukar Lane;

Thence South 30°56'58" West 28.18 Feet to a 1/2" IRS Cap FIRM 10194514 for a Point of Tangency on the South Line of Block 12;

Thence South 75°30'02" West 61.87 Feet to a 1/2" IRS Cap FIRM 10194514 for a Point of Tangency on the South Line of Block 12;

Thence North 59°26'42" West 28.25 Feet to a 1/2" IRS Cap FIRM 10194514 for a Point of Intersection on the South Line of Block 12;

Thence South 75°37'32" West 17.17 Feet to a 1/2" IRS Cap FIRM 10194514 for a Point of Intersection on the South Line of Block 12;

Thence, following a non-tangent curve to the right, with a radius of 20.00 Feet, a Delta Angle of 90°24'46", an arc length of 31.56 Feet, a Chord bearing South 30°17'42" West and a Chord Distance of 28.39 Feet to a 1/2" IRS Cap FIRM 10194514 for a Point of Intersection on the North Right of Way of Beachwood Avenue;

Thence North 75°30'02" West 217.23 Feet to a 1/2" IRS Cap FIRM 10194514 to a Point of Curvature on the South Line of Block 12;

Thence following a curve to the left, with a radius of 229.48, a Delta Angle of 22°27'28", an arc length of 89.95 Feet, a Chord Bearing South 64°15'34" West and a Chord Distance of 89.37 Feet to a 1/2" IRS Cap FIRM 10194514 for a Point of Tangency on the North Line of Beachwood Street;

Thence South 52°34'41" West 94.88 Feet to a 1/2" IRS Cap FIRM 10194514 for the Southwest Corner of Block 12;

Thence North 37°13’05” West 564.29 Feet to the **Point of Beginning** of Block 12 and this Survey;

And also, Section 8, Block 1, commencing at a ½” IRF at a Point of Curvature on the Southeast Corner of Lot 18, Block 12, on the West Right of Way of Chukar Lane;

Thence crossing platted Beachwood Street, South 14°32’16” East 72.12 Feet to a 1/2” IRS Cap FIRM 10194514 to the Point of Beginning of Block 1;

Thence South 14°31’58 66.73 Feet to a 1/2” IRS Cap FIRM 10194514 at the intersection of the West Right of Way of Chukar Lane at the Southeast Corner of Block 12, Lot 18, Quail Ridge Addition, Section 8;

Thence South 14°32’16” East 72.12 Feet to a 1/2” IRS Cap FIRM 10194514 for the South Right of Way of said Beachwood Street and a Point of Intersection in the East Line of this Survey for a **Point of Beginning** of Block 1 in this Survey;

Thence South 14°31’58” East along and with the West Right of Way of Chukar Lane, 66.73 Feet to a 1/2” IRS Cap FIRM 10194514 for the Southeast Corner of proposed Quail Ridge Addition, Section 8 Block 1;

Thence South 75°23’42” West 396.75 Feet to a 1/2” IRS Cap FIRM 10194514 for the Southwest Corner of Block 1;

Thence North 36°53’53” West 80.45 Feet to a 1/2” IRS Cap FIRM 10194514 for the Northwest Corner of Block 1 and the South Right of Way of said platted Beachwood Street,

Thence along a non-tangent curve to the right with a radius of 197.00 Feet, a Delta angle of 21°05’41”, an Arc length of 72.53 Feet, a Chord bearing North 64°57’17”, and a Chord Distance of 72.12 Feet to a 1/2” IRS Cap FIRM 10194514 for a Point of Intersection on the North Line of Block 1;

Thence North 75°30’02” East 336.39 Feet to a Point of Curvature of a Curve on the North Line of Block 1,

Thence following a Curve to the Right with a Radius of 20.00 Feet, a Delta Angle of 90°33’27”, an Arc Length of 31.61 Feet, a Chord Bearing South 59°25’59” and a Chord Distance of 28.42 Feet to the Point of Beginning of Block 1, the combined area of these two tracts containing ± 7.432 acres.

www.maverick-eng.com
Texas RPLS - No. 6135
Maverick Engineering (FIRM – No. 10194514)
1909 W. Wall St., Suite K
Midland, TX 79701
432-262-0999

03/18/2020

EXHIBIT "B"

0.004 ACRES - TRACT ONE

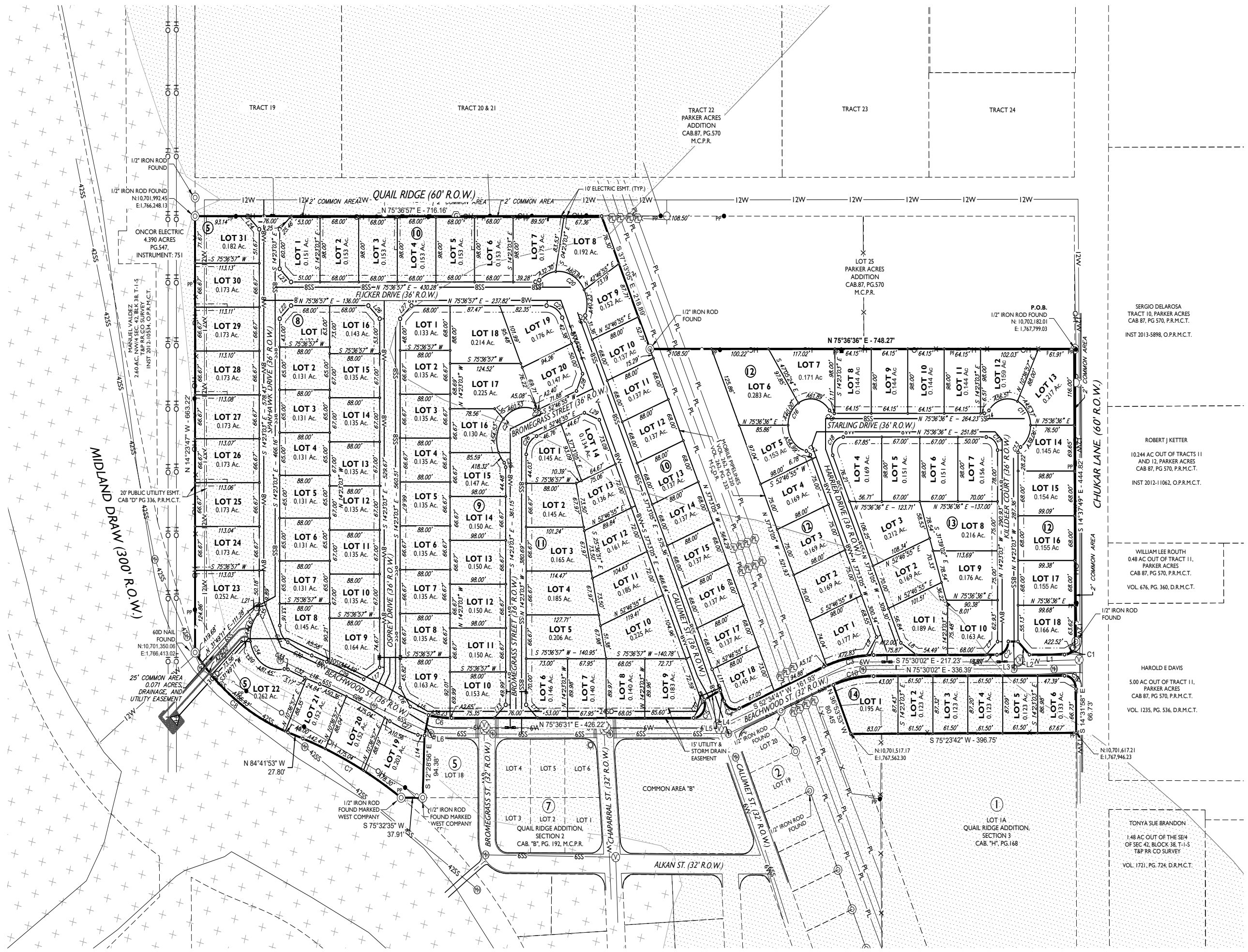
LEGAL DESCRIPTION: Being 0.004 acres of land out of Section 42, Block 38, T-1-S, T. & P. RR Co. Survey in Midland County, Texas and also being a portion Beachwood Street of the Quail Ridge Addition, Section 2 as shown on plat recorded in Cab G, Slide 192 of the Plat Records of Midland County, Texas; Said 0.004 acre tract being more particularly described as follows and as surveyed under the supervision of Cross Texas Land Services, Inc in March, 2018;

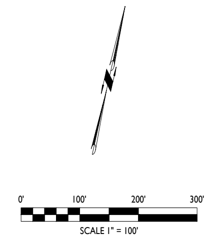
BEGINNING at a ½" iron rod with cap set for the southeast corner hereof and from which a ½" iron rod at a fence corner post found in the west line of Chuker Lane for the southeast corner of that certain 2.14 acre tract described in Doc. #2014-11212 of the Official Public Records of said Midland County, Texas and the northeast corner of that certain 43.656 acre tract described in Doc. #2012-26321 of said Official Public Records bears North 06°24'21" West a distance of 469.26 feet;

THENCE crossing said Beachwood Street, the following 2 courses:

1. South 75°30'02" West a distance of 14.87 feet to a calculated point for the southwest corner hereof;
2. North 59°26'42" West a distance of 28.25 feet to a calculated point in the north

EXHIBIT "C"



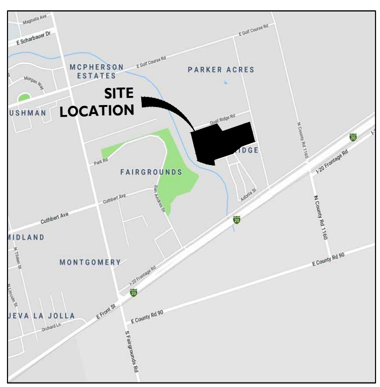


LEGEND

- DENOTES SET 1/2-INCH IRON ROD
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES SAW CUT "X"
- DENOTES BENCH MARK
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING GAS METER
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING MANHOLE
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING WATER METER
- DENOTES EXISTING WATER VALVE
- DENOTES BOUNDARY LINE
- DENOTES EXISTING EASEMENT LINE
- DENOTES EXISTING FENCE
- G — DENOTES EXISTING GAS LINE
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- 8WW — DENOTES PROPOSED 8" SEWER LINE
- 8W — DENOTES PROPOSED 8" WATER LINE
- 6SS — DENOTES EXISTING 6" SEWER LINE
- PL — DENOTES EXISTING UNDERGROUND PIPELINE
- 6W — DENOTES EXISTING 6" WATER LINE
- DENOTES CONCRETE
- DENOTES FEMA ZONE "AE"
- DENOTES FEMA SHADED ZONE "X"

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	20.00'	31.27'	28.18'	N 30°56'58" E	89°35'25"
C2	20.00'	31.56'	28.39'	S 30°17'42" W	90°24'46"
C3	229.48'	89.95'	89.37'	S 64°15'34" W	22°27'28"
C4	20.00'	31.60'	28.42'	N 82°09'35" W	90°32'06"
C5	20.00'	39.27'	33.26'	S 19°21'28" W	112°30'04"
C6	190.95'	40.88'	40.81'	S 81°44'30" W	12°16'03"
C7	750.00'	195.76'	195.20'	N 76°55'52" W	14°57'17"
C8	350.00'	206.64'	203.65'	N 67°48'13" W	33°49'38"
C9	20.00'	31.61'	28.42'	N 59°25'59" W	90°33'27"
C10	197.00'	72.53'	72.12'	N 64°57'17" E	21°05'41"
C11	40.00'	140.95'	78.54'	N 59°23'13" W	201°53'39"
C12	20.00'	31.42'	28.29'	N 59°23'13" W	90°00'21"
C13	10.00'	9.76'	9.38'	N 13°35'17" E	55°56'39"
C14	10.00'	9.76'	9.38'	N 47°38'17" E	55°56'39"
C15	10.00'	9.76'	9.38'	S 76°25'04" E	55°56'39"
C16	40.00'	156.88'	73.99'	N 19°11'46" E	224°42'59"
C17	10.00'	9.76'	9.38'	S 65°11'24" E	55°56'39"
C18	20.00'	39.38'	33.32'	N 19°11'46" E	112°49'41"
C19	10.00'	7.48'	7.30'	S 15°48'04" E	42°50'00"
C20	50.00'	133.37'	97.20'	S 70°48'04" E	152°49'59"
C21	10.00'	7.48'	7.30'	N 54°11'57" E	42°50'00"
C22	30.00'	35.17'	33.19'	N 70°48'04" W	67°09'58"
C23	10.00'	7.48'	7.30'	S 74°11'56" W	42°50'00"
C24	50.00'	133.37'	97.20'	N 19°11'56" E	152°49'59"
C25	10.00'	7.48'	7.30'	S 35°48'03" E	42°50'00"
C26	30.00'	35.17'	33.19'	S 19°11'56" W	67°09'58"
C27	234.00'	53.62'	53.50'	N 81°41'37" W	13°07'46"
C28	838.00'	135.95'	135.80'	S 79°46'35" E	9°17'43"
C29	874.00'	70.17'	70.15'	N 82°07'48" W	4°36'00"
C30	226.06'	46.60'	46.52'	S 78°48'56" E	11°48'41"
C31	30.00'	30.64'	29.33'	S 43°38'49" E	58°31'33"
C32	262.06'	32.21'	32.19'	N 81°12'01" W	7°02'30"
C33	10.00'	6.69'	6.57'	S 83°08'56" W	38°20'35"
C34	50.00'	126.08'	95.23'	S 43°47'12" E	144°28'19"
C35	10.00'	7.48'	7.30'	N 07°01'58" E	42°50'00"
C36	20.00'	31.40'	28.28'	N 30°33'25" E	89°57'59"
C37	20.00'	13.53'	13.27'	S 33°48'00" E	38°44'58"
C38	20.00'	31.43'	28.29'	N 30°35'29" E	90°02'07"
C39	20.00'	31.15'	28.09'	N 59°46'54" W	89°13'40"
C40	20.00'	31.38'	28.26'	N 59°32'58" W	89°54'06"

LINE	BEARING	DISTANCE
L1	N 75°30'02" E	61.87'
L2	N 59°26'42" W	28.25'
L3	N 75°37'32" E	17.17'
L4	N 36°53'35" W	17.86'
L5	N 49°18'46" E	32.07'
L6	N 01°32'55" W	32.00'
L7	N 30°30'45" E	28.34'
L8	S 70°51'31" E	33.30'
L9	N 17°35'43" E	32.69'
L10	S 19°11'43" W	27.66'
L11	S 38°48'18" E	35.28'
L12	N 59°23'16" W	28.28'
L13	N 30°36'44" E	28.29'
L14	S 81°35'12" W	11.64'
L15	S 82°27'05" E	34.59'
L16	N 46°16'00" W	34.07'
L17	N 42°53'35" E	33.65'
L18	S 84°41'53" E	28.01'
L19	N 84°41'53" W	28.11'
L20	S 75°36'57" W	15.61'
L21	N 42°59'18" E	24.38'
L22	N 30°36'57" E	28.28'
L23	S 59°23'03" E	28.28'
L24	S 59°23'03" E	28.28'
L25	N 30°36'57" E	28.28'
L26	S 59°23'03" E	28.28'
L27	S 30°36'57" W	28.28'
L28	N 07°46'55" E	28.28'
L29	N 82°13'05" W	28.28'
L30	S 59°23'03" E	21.92'



VICINITY MAP

N.T.S.

FEMA FIRM NOTES:

ACCORDING TO FEMA'S N.F.I.P. FLOOD INSURANCE RATE MAP #48329C0093F, DATED SEPTEMBER 16, 2005, THIS PROPERTY IS PARTIALLY WITHIN THE ZONE "AE" BEING "AREAS DETERMINED TO BE WITHIN THE 1.0% ANNUAL CHANCE FLOOD" PER FEMA LOMR DATED MARCH 3, 2016 (CASE NO. 15-06-2420P), AND PARTIALLY WITHIN THE SHADED PORTION OF ZONE "X", BEING "AREAS TO BE WITHIN THE 0.2% ANNUAL CHANCE FLOODPLAIN" AND PARTIALLY WITHIN THE UNSHADED PORTION OF ZONE "X", DESIGNATED AS "AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN."

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF MAVERICK ENGINEERING.

DEVELOPMENT NOTES:

- GENERAL: SITE PLAN IS FOR A PROPOSED ± 23.434-ACRE SINGLE FAMILY RESIDENTIAL DEVELOPMENT CONSISTING OF 115 LOTS, LOCATED, SECTION 42, BLOCK, 38, T-1-S-. T&P RR. CO. SURVEY, CITY & COUNTY OF MIDLAND, TEXAS.
- ACCESS: THE SITE IS PLANNED IN THREE PHASES WITH FINAL ACCESS TO THREE EXISTING RIGHTS-OF-WAY: CHUKAR LANE, QUAIL RIDGE ROAD, AND BEACHWOOD STREET. ALL ACCESS POINTS ARE PLANNED FOR BOTH INGRESS AND EGRESS.
- SCREENING: ALL FENCING WILL BE 6' WOOD FENCING
- SETBACKS: 25' FRONT MINIMUM SETBACK TO THE FACE OF GARAGE WILL BE OBSERVED. 5' SIDE YARD SETBACKS TO BE PROVIDED. 5' REAR YARD SETBACKS WILL BE OBSERVED IN LOTS NOT ADJOINED BY A REAR ALLEY. NO FENCES OR ANY OTHER STRUCTURES MAY BE CONSTRUCTED WITHIN THE BUILDING SETBACK AREA ON CORNER LOTS.
- EASEMENTS: A 10' UTILITY EASEMENT WILL BE PROVISIONED ALONG ALL PUBLIC FRONTAGES FOR ALL LOTS WITHIN THE SUBDIVISION. A 10' GENERAL ELECTRIC EASEMENT WILL BE SITUATED ALONG SHARED LOT LINES OF PROPERTIES IDENTIFIED AS-NEEDED BY THE SERVICE PROVIDER. EXISTING FACILITIES COVERED WITHIN STANDING EASEMENTS WILL BE OBSERVED.
- TRASH: TRASH WILL BE PICKED UP IN FRONT OF STREETS WITH ROLL-OUT CARTS. THERE WILL BE NO ALLEYS IN THIS SUBDIVISION.
- UTILITIES: WET AND DRY UTILITIES WILL BE ROUTED IN THE CITY RIGHT OF WAY IN ACCORDANCE WITH THE CITY OF MIDLAND STANDARD UTILITY MAIN SPACING DETAIL 414. ALL UTILITIES WILL BE DESIGNED PER CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
- SITE LIGHTING: LIGHTING WILL BE IN CONFORMANCE WITH CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
- SIDEWALKS: SIDEWALKS WILL BE IN CONFORMANCE WITH THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.

MAVERICK ENGINEERING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

REVISIONS	BY	APPR.	DATE

DRAWN BY: ADH
CHECKED BY: PRH
APPROVED BY:
DATE: 1/20/20
JOB: 180028

PDHD ZONING SITE PLAN

QUAIL RIDGE SUBDIVISION

BEING 23.434-ACRES OF LAND OUT OF SECTION 42, BLOCK 38, T-1-S, T&P RR. CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

PRELIMINARY REVIEW:

THIS PLAN IS RELEASED ON THIS DAY JANUARY 21, 2020, FOR THE PURPOSES OF PLANNING APPROVAL. IT SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET **SP-01** OF 01

MAVERICK
ENGINEERING • SURVEY • WATER RESOURCES
1909 West Wall Street, Suite K • Midland, TX 79701
Tel: 432.262.0999 • Fax: 432.262.0989 • maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #: 10194514

Quail Ridge Addition, Section 8, a re-plat of portions of Quail Ridge Addition, Cab D Page 336, PRMCT, excluding a portion of Beachwood Street, a platted roadway out of Quail Ridge Addition, Section 2 Cab G Page 192

Commencing at a 1/2" IRF (N: 10,701,992.45, E: 1,766,248.13), NAD 83, Texas Central Zone) the Northwest Corner of Quail Ridge Addition, Section 6, Cabinet L, page 172, PRMCT;

Thence North 75°36'57" East 716.16 Feet along and with the North Line said Quail Ridge Addition, Section 6 and proposed Section 7 to a 1/2" IRF for the Northeast Corner of proposed Quail Ridge Addition, Section 7;

Thence South 37°13'05" East along and with the East line of said proposed Quail Ridge Addition, Section 7 (Seven), 218.89 Feet to a 1/2" IRS for the Northwest Corner and **Point of Beginning** of proposed Quail Ridge Addition, Section 8, Blocks 12 and 13:

Thence North 75°36'36" East 748.27 Feet to a 1/2" IRF for the Northeast Corner of this Survey;

Thence South 14°37'49" East along and with the West Right of Way of Chukar Lane 444.82 Feet to a 1/2" IRF for a Point of Curvature at the Southeast corner of Lot 18, on a Curve to the Right to the North Right of Way of Beachwood Street and the West Right of Way of Chukar Lane;

Thence South 30°56'58" West 28.18 Feet to a 1/2" IRS Cap FIRM 10194514 for a Point of Tangency on the South Line of Block 12;

Thence South 75°30'02" West 61.87 Feet to a 1/2" IRS Cap FIRM 10194514 for a Point of Tangency on the South Line of Block 12;

Thence North 59°26'42" West 28.25 Feet to a 1/2" IRS Cap FIRM 10194514 for a Point of Intersection on the South Line of Block 12;

Thence South 75°37'32" West 17.17 Feet to a 1/2" IRS Cap FIRM 10194514 for a Point of Intersection on the South Line of Block 12;

Thence, following a non-tangent curve to the right, with a radius of 20.00 Feet, a Delta Angle of 90°24'46", an arc length of 31.56 Feet, a Chord bearing South 30°17'42" West and a Chord Distance of 28.39 Feet to a 1/2" IRS Cap FIRM 10194514 for a Point of Intersection on the North Right of Way of Beachwood Avenue;

Thence North 75°30'02" West 217.23 Feet to a 1/2" IRS Cap FIRM 10194514 to a Point of Curvature on the South Line of Block 12;

Thence following a curve to the left, with a radius of 229.48, a Delta Angle of 22°27'28", an arc length of 89.95 Feet, a Chord Bearing South 64°15'34" West and a Chord Distance of 89.37 Feet to a 1/2" IRS Cap FIRM 10194514 for a Point of Tangency on the North Line of Beachwood Street;

Thence South 52°34'41" West 94.88 Feet to a 1/2" IRS Cap FIRM 10194514 for the Southwest Corner of Block 12;

Thence North 37°13’05” West 564.29 Feet to the **Point of Beginning** of Block 12 and this Survey;

And also, Section 8, Block 1, commencing at a ½” IRF at a Point of Curvature on the Southeast Corner of Lot 18, Block 12, on the West Right of Way of Chukar Lane;

Thence crossing platted Beachwood Street, South 14°32’16” East 72.12 Feet to a 1/2” IRS Cap FIRM 10194514 to the Point of Beginning of Block 1;

Thence South 14°31’58 66.73 Feet to a 1/2” IRS Cap FIRM 10194514 at the intersection of the West Right of Way of Chukar Lane at the Southeast Corner of Block 12, Lot 18, Quail Ridge Addition, Section 8;

Thence South 14°32’16” East 72.12 Feet to a 1/2” IRS Cap FIRM 10194514 for the South Right of Way of said Beachwood Street and a Point of Intersection in the East Line of this Survey for a **Point of Beginning** of Block 1 in this Survey;

Thence South 14°31’58” East along and with the West Right of Way of Chukar Lane, 66.73 Feet to a 1/2” IRS Cap FIRM 10194514 for the Southeast Corner of proposed Quail Ridge Addition, Section 8 Block 1;

Thence South 75°23’42” West 396.75 Feet to a 1/2” IRS Cap FIRM 10194514 for the Southwest Corner of Block 1;

Thence North 36°53’53” West 80.45 Feet to a 1/2” IRS Cap FIRM 10194514 for the Northwest Corner of Block 1 and the South Right of Way of said platted Beachwood Street,

Thence along a non-tangent curve to the right with a radius of 197.00 Feet, a Delta angle of 21°05’41”, an Arc length of 72.53 Feet, a Chord bearing North 64°57’17”, and a Chord Distance of 72.12 Feet to a 1/2” IRS Cap FIRM 10194514 for a Point of Intersection on the North Line of Block 1;

Thence North 75°30’02” East 336.39 Feet to a Point of Curvature of a Curve on the North Line of Block 1,

Thence following a Curve to the Right with a Radius of 20.00 Feet, a Delta Angle of 90°33’27”, an Arc Length of 31.61 Feet, a Chord Bearing South 59°25’59” and a Chord Distance of 28.42 Feet to the Point of Beginning of Block 1, the combined area of these two tracts containing ± 7.432 acres.

www.maverick-eng.com
Texas RPLS - No. 6135
Maverick Engineering (FIRM – No. 10194514)
1909 W. Wall St., Suite K
Midland, TX 79701
432-262-0999

03/18/2020

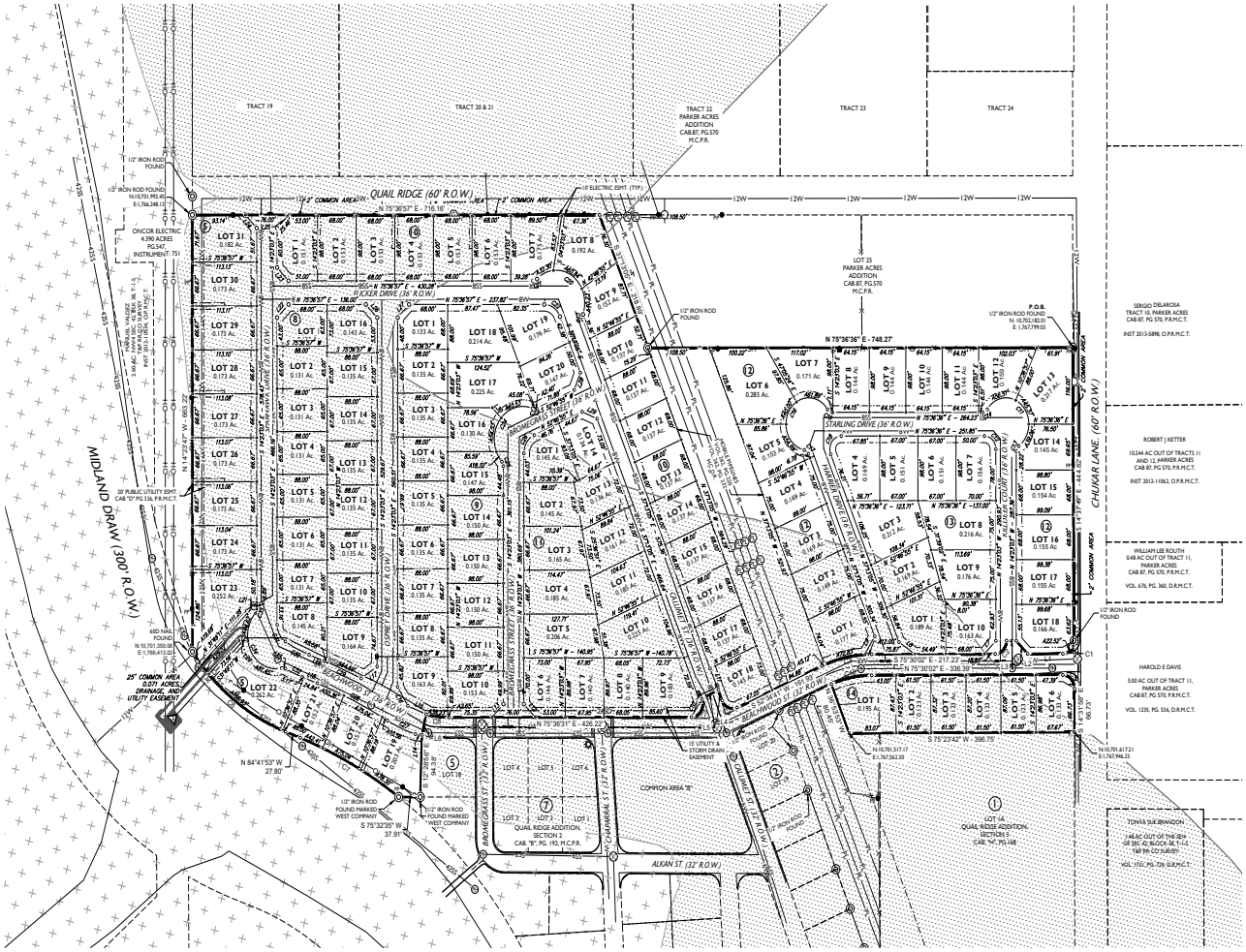
0.004 ACRES - TRACT ONE

LEGAL DESCRIPTION: Being 0.004 acres of land out of Section 42, Block 38, T-1-S, T. & P. RR Co. Survey in Midland County, Texas and also being a portion Beachwood Street of the Quail Ridge Addition, Section 2 as shown on plat recorded in Cab G, Slide 192 of the Plat Records of Midland County, Texas; Said 0.004 acre tract being more particularly described as follows and as surveyed under the supervision of Cross Texas Land Services, Inc in March, 2018;

BEGINNING at a ½" iron rod with cap set for the southeast corner hereof and from which a ½" iron rod at a fence corner post found in the west line of Chuker Lane for the southeast corner of that certain 2.14 acre tract described in Doc. #2014-11212 of the Official Public Records of said Midland County, Texas and the northeast corner of that certain 43.656 acre tract described in Doc. #2012-26321 of said Official Public Records bears North 06°24'21" West a distance of 469.26 feet;

THENCE crossing said Beachwood Street, the following 2 courses:

1. South 75°30'02" West a distance of 14.87 feet to a calculated point for the southwest corner hereof;
2. North 59°26'42" West a distance of 28.25 feet to a calculated point in the north



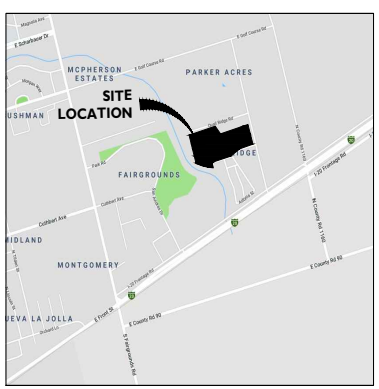
LEGEND

- DENOTES SET 1/2-INCH IRON ROD
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES SAW CUT "X"
- DENOTES BENCH MARK
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING GAS METER
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING MANHOLE
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING WATER METER
- DENOTES EXISTING WATER VALVE
- DENOTES BOUNDARY LINE
- DENOTES EXISTING EASEMENT LINE
- DENOTES EXISTING FENCE
- G — DENOTES EXISTING GAS LINE
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- 8WW — DENOTES PROPOSED 8" SEWER LINE
- 8W — DENOTES PROPOSED 8" WATER LINE
- 6SS — DENOTES EXISTING 6" SEWER LINE
- PL — DENOTES EXISTING UNDERGROUND PIPELINE
- 6W — DENOTES EXISTING 6" WATER LINE
- DENOTES CONCRETE
- DENOTES FEMA ZONE "AE"
- DENOTES FEMA SHADED ZONE "X"

0' 100' 200' 300'
SCALE 1" = 100'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	20.00'	31.27'	28.18'	N 30°56'58" E	89°35'25"
C2	20.00'	31.56'	28.39'	S 30°17'42" W	90°24'46"
C3	228.48'	86.95'	86.37'	S 64°15'34" W	22°27'28"
C4	20.00'	31.60'	28.42'	N 82°09'35" W	90°32'06"
C5	20.00'	39.27'	33.26'	S 19°21'28" W	112°30'04"
C6	190.95'	40.88'	40.81'	S 81°44'30" W	12°16'03"
C7	750.00'	195.76'	195.20'	N 76°55'52" W	14°57'17"
C8	350.00'	206.64'	203.65'	N 67°48'13" W	33°49'38"
C9	20.00'	31.61'	28.42'	N 59°25'59" W	90°33'27"
C10	197.00'	72.53'	72.12'	N 64°57'17" E	21°05'41"
C11	40.00'	140.95'	78.54'	N 59°23'13" W	201°53'39"
C12	20.00'	31.42'	28.29'	N 59°23'13" W	90°00'21"
C13	10.00'	9.76'	9.38'	N 13°35'17" E	55°56'39"
C14	10.00'	9.76'	9.38'	N 47°38'17" E	55°56'39"
C15	10.00'	9.76'	9.38'	S 76°25'04" E	55°56'39"
C16	40.00'	156.88'	73.99"	N 19°11'46" E	224°42'59"
C17	10.00'	9.76'	9.38'	S 65°11'24" E	55°56'39"
C18	20.00'	39.38'	33.32'	N 19°11'46" E	112°49'41"
C19	10.00'	7.48'	7.30'	S 15°48'04" E	42°50'00"
C20	50.00'	133.37'	97.20'	S 70°48'04" E	152°49'59"
C21	10.00'	7.48'	7.30'	N 54°11'57" E	42°50'00"
C22	30.00'	35.17'	33.19'	N 70°48'04" W	67°09'58"
C23	10.00'	7.48'	7.30'	S 74°11'56" W	42°50'00"
C24	50.00'	133.37'	97.20'	N 19°11'56" E	152°49'59"
C25	10.00'	7.48'	7.30'	S 35°48'03" E	42°50'00"
C26	30.00'	35.17'	33.19'	S 19°11'56" W	67°09'58"
C27	234.00'	53.62'	53.50"	N 81°41'37" W	13°07'46"
C28	838.00'	135.95'	135.80'	S 79°46'35" E	9°17'43"
C29	874.00'	70.17'	70.15'	N 82°07'48" W	4°36'00"
C30	226.06'	46.60'	46.52'	S 78°48'56" E	11°48'41"
C31	30.00'	30.64'	29.33'	S 43°38'49" E	58°31'33"
C32	262.06'	32.21'	32.19'	N 81°12'01" W	7°02'30"
C33	10.00'	6.69'	6.57'	S 83°08'56" W	38°20'35"
C34	50.00'	126.08'	95.23'	S 43°47'12" E	144°28'19"
C35	10.00'	7.48'	7.30'	N 07°01'58" E	42°50'00"
C36	20.00'	31.40'	28.28'	N 30°33'25" E	89°57'59"
C37	20.00'	13.53'	13.27'	S 33°48'00" E	38°44'58"
C38	20.00'	31.43'	28.29'	N 20°35'29" E	90°02'07"
C39	20.00'	31.15'	28.09'	N 59°46'54" W	89°13'40"
C40	20.00'	31.38'	28.26'	N 59°32'58" W	89°54'06"

LINE	BEARING	DISTANCE
L1	N 75°30'02" E	61.87'
L2	N 59°26'42" W	28.25'
L3	N 75°37'32" E	17.17'
L4	N 36°53'35" W	17.86'
L5	N 49°18'46" E	32.07'
L6	N 01°32'55" W	32.00'
L7	N 30°30'45" E	28.34'
L8	S 70°51'31" E	33.30'
L9	N 17°35'43" E	32.69'
L10	S 19°11'43" W	27.66'
L11	S 38°48'18" E	35.28'
L12	N 59°23'16" W	28.28'
L13	N 30°36'44" E	28.29'
L14	S 81°35'12" W	11.64'
L15	S 82°27'05" E	34.59'
L16	N 46°16'00" W	34.07'
L17	N 42°53'35" E	33.65'
L18	S 84°41'53" E	28.01'
L19	N 84°41'53" W	28.11'
L20	S 75°36'57" W	15.61'
L21	N 42°59'18" E	24.38'
L22	N 30°36'57" E	28.28'
L23	S 59°23'03" E	28.28'
L24	S 59°23'03" E	28.28'
L25	N 30°36'57" E	28.28'
L26	S 59°23'03" E	28.28'
L27	S 30°36'57" W	28.28'
L28	N 07°46'55" E	28.28'
L29	N 82°13'05" W	28.28'
L30	S 59°23'03" E	21.92'



VICINITY MAP

N.T.S.

FEMA FIRM NOTES:

ACCORDING TO FEMA'S N.F.I.P. FLOOD INSURANCE RATE MAP #48329C0093F, DATED SEPTEMBER 16, 2005, THIS PROPERTY IS PARTIALLY WITHIN THE ZONE "AE" BEING "AREAS DETERMINED TO BE WITHIN THE 1.0% ANNUAL CHANCE FLOOD" PER FEMA LOMR DATED MARCH 3, 2016 (CASE NO. 15-06-2420P), AND PARTIALLY WITHIN THE SHADED PORTION OF ZONE "X", BEING "AREAS TO BE WITHIN THE 0.2% ANNUAL CHANCE FLOODPLAIN" AND PARTIALLY WITHIN THE UNSHADED PORTION OF ZONE "X", DESIGNATED AS "AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN."

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF MAVERICK ENGINEERING.

DEVELOPMENT NOTES:

- GENERAL: SITE PLAN IS FOR A PROPOSED ± 23.434-ACRE SINGLE FAMILY RESIDENTIAL DEVELOPMENT CONSISTING OF 115 LOTS, LOCATED, SECTION 42, BLOCK, 38, T-1-S-. T&P RR. CO. SURVEY, CITY & COUNTY OF MIDLAND, TEXAS.
- ACCESS: THE SITE IS PLANNED IN THREE PHASES WITH FINAL ACCESS TO THREE EXISTING RIGHTS-OF-WAY: CHUKAR LANE, QUAIL RIDGE ROAD, AND BEACHWOOD STREET. ALL ACCESS POINTS ARE PLANNED FOR BOTH INGRESS AND EGRESS.
- SCREENING: ALL FENCING WILL BE 6' WOOD FENCING
- SETBACKS: 25' FRONT MINIMUM SETBACK TO THE FACE OF GARAGE WILL BE OBSERVED. 5' SIDE YARD SETBACKS TO BE PROVIDED. 5' REAR YARD SETBACKS WILL BE OBSERVED IN LOTS NOT ADJOINED BY A REAR ALLEY. NO FENCES OR ANY OTHER STRUCTURES MAY BE CONSTRUCTED WITHIN THE BUILDING SETBACK AREA ON CORNER LOTS.
- EASEMENTS: A 10' UTILITY EASEMENT WILL BE PROVISIONED ALONG ALL PUBLIC FRONTAGES FOR ALL LOTS WITHIN THE SUBDIVISION. A 10' GENERAL ELECTRIC EASEMENT WILL BE STILIATED ALONG SHARED LOT LINES OF PROPERTIES IDENTIFIED AS-NEEDED BY THE SERVICE PROVIDER. EXISTING FACILITIES COVERED WITHIN STANDING EASEMENTS WILL BE OBSERVED.
- TRASH: TRASH WILL BE PICKED UP IN FRONT OF STREETS WITH ROLL-OUT CARTS. THERE WILL BE NO ALLEYS IN THIS SUBDIVISION.
- UTILITIES: WET AND DRY UTILITIES WILL BE ROUTED IN THE CITY RIGHT OF WAY IN ACCORDANCE WITH THE CITY OF MIDLAND STANDARD UTILITY MAIN SPACING DETAIL 414. ALL UTILITIES WILL BE DESIGNED PER CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
- SITE LIGHTING: LIGHTING WILL BE IN CONFORMANCE WITH CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
- SIDEWALKS: SIDEWALKS WILL BE IN CONFORMANCE WITH THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.

MAVERICK ENGINEERING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

REVISIONS	BY	APPR.	DATE
Δ			

DRAWN BY: ACH
CHECKED BY: PRH
APPROVED BY:
DATE: 1/20/20
JOB: 180028

PDHD ZONING SITE PLAN
QUAIL RIDGE SUBDIVISION
BEING 23.434-ACRES OF LAND OUT OF SECTION 42, BLOCK 38, T-1-S, T&P RR. CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

PRELIMINARY REVIEW:
THIS PLAN IS RELEASED ON THIS DAY JANUARY 21, 2020, FOR THE PURPOSES OF PLANNING APPROVAL. IT SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET SP-01 OF 01

16.15

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-20-0167

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Quail Ridge Parnership Investments, LP		Phone ( ) Email	
Address PO Box 50653	City Midland	State TX	Zip 79710

Property Owner Printed Name: Quail Ridge Parnership Investments, LP		Phone ( ) Email	
Address PO Box 50653	City Midland	State TX	Zip 79710

Representative *(if different from Applicant or Property Owner)* Firm: Maverick Engineering Printed Name: Paladin Huckaba		Phone (432-) 262-0999 Email phuckaba@maverick-eng.com	
Address 1909 W. Wall St., Suite K	City Midland	State TX	Zip 79701

Street Address: 2705 E Hwy 80

Legal Description Tract detailed in the attached legal.
Lot: Block: Subdivision:

Current Zoning: PDHD

Proposed Zone: PDHD
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Advance the residential re-plat of this acreage as proposed.

Present Use of Property: Vacant

Proposed Use of Property: Single family homes.

How would this zone change affect the public health, safety and welfare?
Positive beneficial land use stemming from the resulting development in-progress.

Describe how conditions affecting the property have changed since present zoning designation: None

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)

RECEIVED
JAN 2 2 2020
BY:

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 1/21/20
Applicant (printed): Paladin Huckaba	
Property Owner (signature): QUAIL RIDGE PARTNERSHIP INV., LP BY	Date: 1/22/20
Property Owner (printed) : LOUIE CARAVGO	

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 Andrew L. Mellen who, being by me duly sworn, upon oath says: That (s)he is authorized by Quail Ridge Part Investments, LP the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

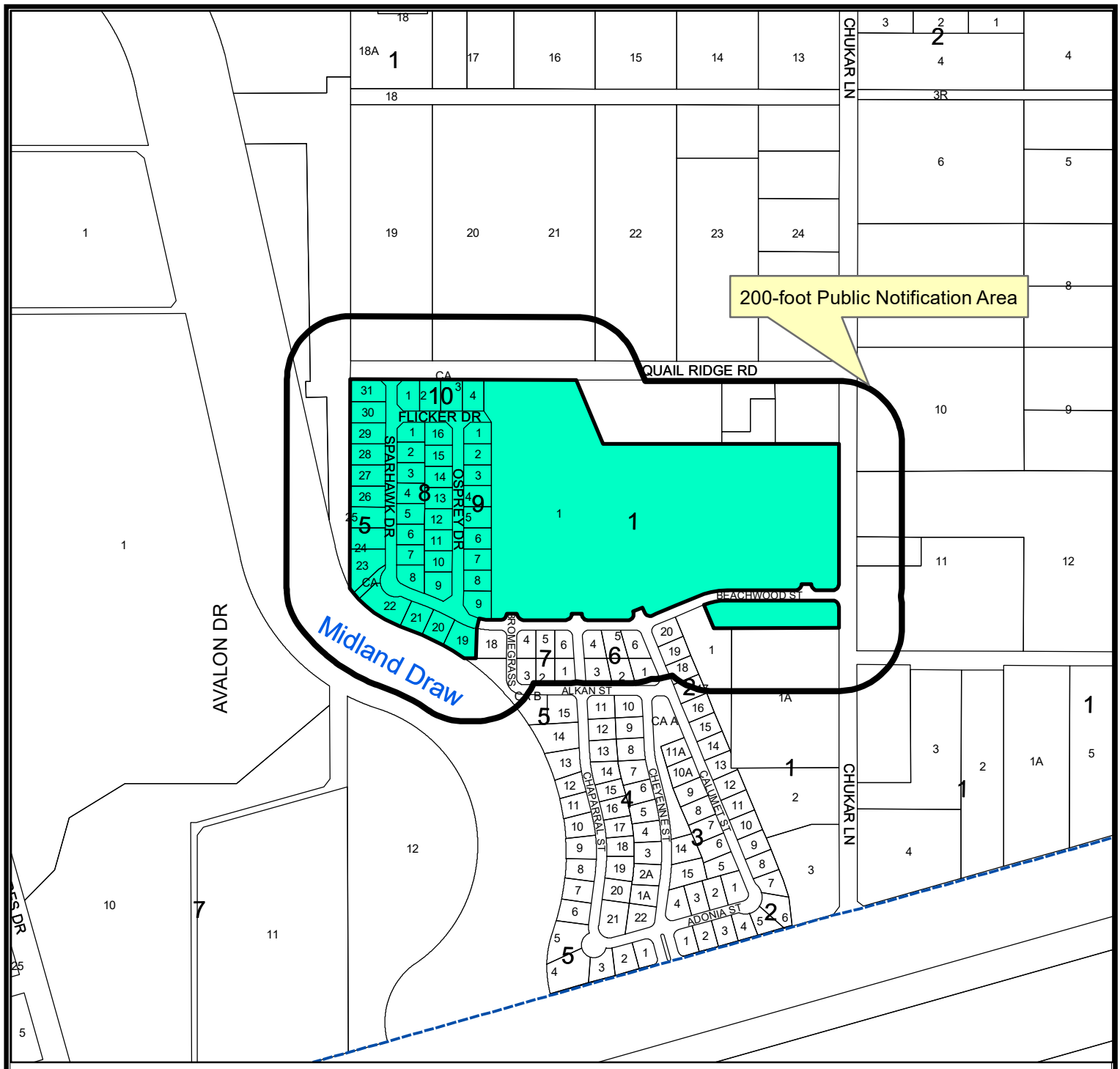
Subscribed and sworn to before me, this 22nd day of January, 2020, to certify which witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
Kelsey Ann Stine
My Commission Expires
02/19/2022
ID No. 131456388

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 3113	RECEIVED
Received By: GAC	Date: JAN 2 2 2020

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

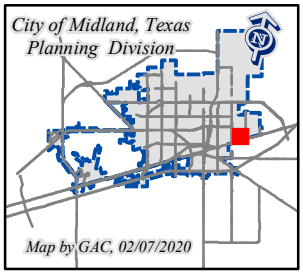
Z-20-0167 **Scale: 1" = 400'**

Consider a request by Maverick Engineering for a zone change from PD, Planned District for a Housing Development to an amended PD, Planned Development District for a Housing Development on:Lots 19 through 31, Block 5; Lots 1 through 16, Block 8; Lots 1 through 9, Block 9; and Lots 1 through 4, Block 10; all out of Quail Ridge Addition, Section 6; Lots 10 through 20, Block 9; Lots 5 through 18, Block 10; and Lots 1 through 14, Block 11; all out of Quail Ridge Addition, Section 7; a 7.432-acre portion of Lot 1, Block 1, Quail Ridge Addition; and a previously vacated 0.004 acre portion of Beachwood Street right-of-way, Quail Ridge Addition, Section 2; City and County of Midland, Texas.

Generally located on the northwest corner of the intersection of Chukar Lane and Beachwood Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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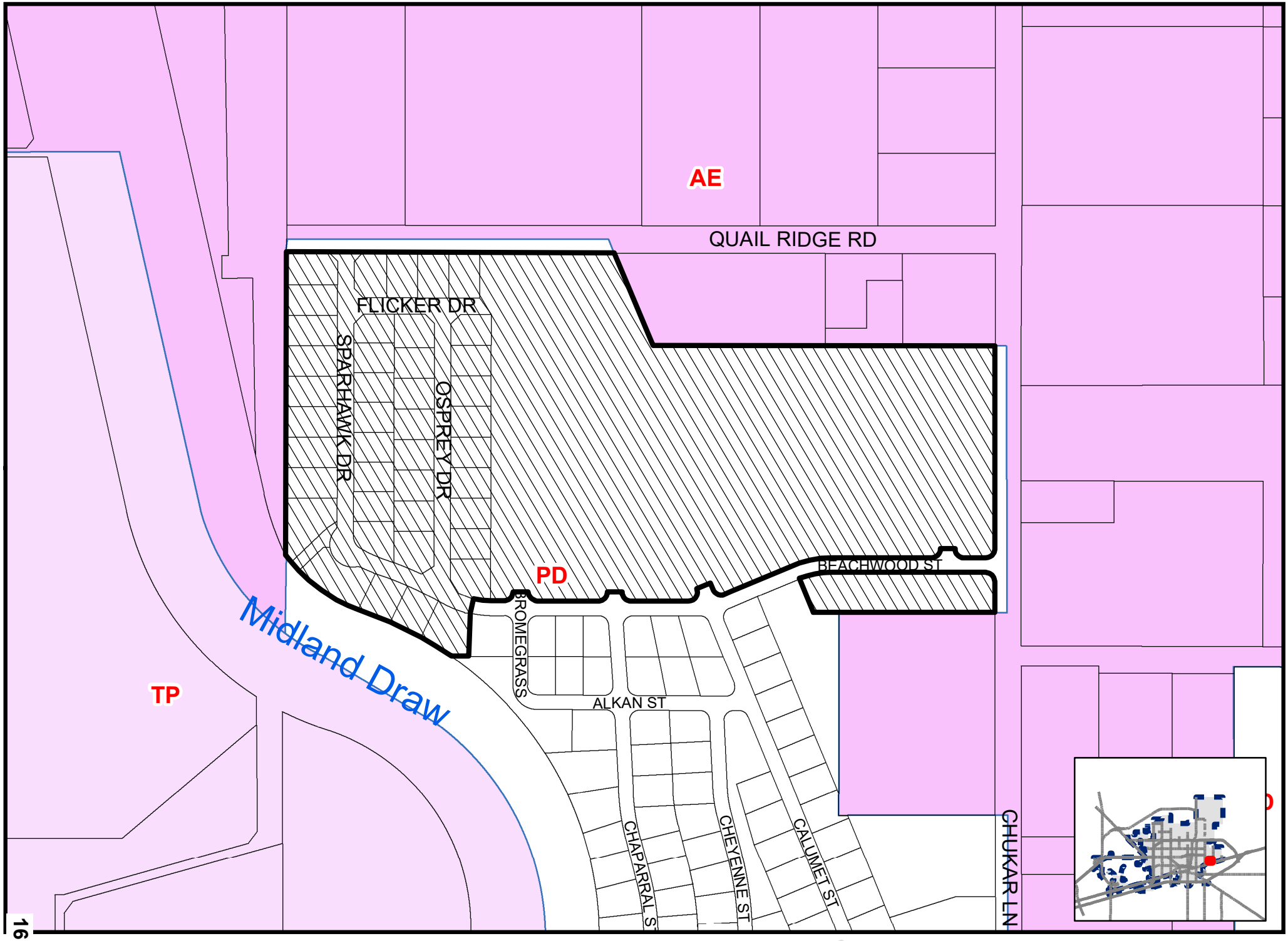
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE I
ANY DECISIONS BASED UPON THE USE OF THIS DAT



16.19

Map By GAC, 02/7/2020

Z-20-0167

Scale: 1" = 200'

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.

ORDINANCE NO. 8536

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 41.16-ACRE TRACT OF LAND LOCATED IN SECTION 42, BLOCK 38, T-1-S, T & P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED AE, AGRICULTURAL ESTATE DISTRICT, TO BE USED AS A PD, PLANNED DISTRICT FOR A HOUSING DISTRICT; PERMITTING A 2.50-ACRE TRACT OF LAND LOCATED IN SECTION 42, BLOCK 38, T-1-S, T & P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED AE, AGRICULTURAL ESTATE DISTRICT, TO BE USED AS A CE, COUNTRY ESTATE DISTRICT; PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of the zoning districts set out hereinafter, and subject to the conditions and restrictions set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned AE, Agriculture Estate District, and it shall be used as a PD, Planned District for a Housing Development, subject

This revised plan establishes a minimum width of 32 feet for all streets, whereas the original plan had some 25-foot streets. The street pattern in the area with the original 25-foot streets has been revised, and the lot sizes have been increased. The number of lots has been reduced from 220 to 205. In addition, two of the three streets intersecting Chukar Lane have been eliminated, and one new street intersecting Business I-20 has been added with approval by TxDOT. Two off-street parking spaces would be provided on each lot and a 15-foot front yard setback is still proposed. Lot widths average around 67 feet and the depth is around 87 feet. The attached Exhibit A would govern the actual lot sizes. Also on Exhibit A, there are three common areas that will be used as playgrounds. The office and clubhouse from the original plan have been eliminated. Instead, this land will be platted as two lots fronting onto Chukar Lane that will be rezoned to a CE District. Screening fences are planned where lots back toward public streets. Fence details are illustrated on Exhibit A. The fences will also be placed in common areas. The associated plat will contain restrictive covenants that will govern the ownership and maintenance responsibilities of the common areas. A fee will be collected from homeowners for maintenance purposes.

A total of 15 notices were mailed to adjoining property owners. One person spoke in opposition to this proposal during the Planning Commission meeting, and we have received two letters of opposition. The percentage of opposition will be provided during the May 22nd meeting. We continue to believe this is an opportunity for an adaptive reuse of property that would otherwise remain unproductive, as well as for adding to the supply of workforce housing. We concur in the Commission's recommendation for approval of this request.

CDS

Planning and Zoning Commission Meeting
Minutes from April 30, 2007

Z-07-014 - Hold a public hearing and consider a request by **West Company of Midland/Quail Ridge** for a *zone change* from AE, Agriculture Estate District, to PD, Planned District for a Housing Development on of Lot 1, Block 1, Quail Ridge Addition; a 8,073-acre portion of Tract 25, Parker Acres; and a 5.588-acre tract of land out of Section 42, Block 38, T-1-S, T&P RR Co. Survey, City of Midland, Midland County, Texas. (Generally located on the northeast corner of the intersection of Business 20 and Chukar Lane.)

Mr. Daniel Crow, 1010 Oneida St., Denver, CO, spoke as the representative of the applicant. He stated that the request was previously presented to the Planning and Zoning Commission on March 5, 2007. The Commission voted 6-1 to approve the request. He stated he withdrew the application before going to the City Council, because of the neighborhood opposition. Mr. Crow stated he met with the neighborhood and discussed the their concerns and submitted a new application and revised site plan. Mr. Crow also presented a slide presentation with new details regarding new access points, wider lots and streets. Mr. Crow discussed with the Commission the various types and size of homes that will be available. Workforce housing will be approximately 1,300 – 1,550 square feet and Associate level housing will be approximately 1,600 – 1,850 square feet. Mr. Crow commented that four common areas are being proposed and will be maintained by the Homeowners Association.

Mr. Compton presented the staff report. He stated the Commission recommended approval of an earlier request on March 5, 2007, but the City Council did not support the proposal. The applicant chose to withdraw the application at that meeting. After considering the comments received from surrounding property owners, the applicant developed a revised site plan and submitted a new application. Mr. Compton stated the revised site plan contains significant changes. A new entry is shown from the Business I-20 service road. Two roads entering from Chukar Lane have been eliminated. He stated the width of all roads has been increased to 32 feet. The office and clubhouse have been removed however, four common areas will be developed as recreation areas for the residents. He commented that all rear lots will be screened by at least a six-foot tall solid wood fence, but a more decorative fence with stucco and stone is proposed for the perimeter on Business I-20. The Staff recommends approval of the request subject to Conditions A – H of the staff report.

Chairman Hotchkiss asked if anyone in the audience wished to speak in favor of the request. There was none.

Chairman Hotchkiss asked if anyone in the audience wished to speak in opposition of the request. Mr. Wayne Young, 1301 Chukar Lane, spoke for the neighborhood. He stated

that the homeowners met with Mr. Crow regarding the development of the property. Mr. Young is still concerned about the traffic situation, and is not in favor of the request, but stated that Mr. Crow made significant changes to the proposal.

Chairman Hotchkiss asked if anyone else would like to speak in opposition of the request. There being none, the public hearing was closed.

Chairman Hotchkiss asked if the applicant had any further comments.

Mr. Crow discussed with the Commission the timeline for the proposed construction. He stated that the infrastructure and the first phase of construction would take place in June, with homes available for September, 2007.

Chairman Hotchkiss called for a motion. Ms. Ferguson made a motion to approve the request as submitted subject to Conditions A – H of the Staff Recommendation. Mr. Bergman seconded the motion and the motion passed unanimously.

PLANNING AND ZONING COMMISSION

April 30, 2007

CASE: Z-07-014.

REQUEST: Hold a public hearing and consider a request for a zone change from AE, Agriculture Estate District to PD, Planned District for a Housing Development; and CE, Country Estate District.

APPLICANT/OWNER: Banner Communities, LLC.

REPRESENTATIVE: West Company of Midland.

LEGAL DESCRIPTION: A 43.656-acre tract out of Section 42, Block 38, T-1-S, T&P Railway Company Survey, Midland County, Texas.

LOCATION: Northwest corner of Business I-20 and Chukar Lane.

ASSOCIATED CASE: P-06-02, Quail Ridge, Section 2.

DETAILS OF REQUEST:

1. This is the second time the Planning Commission has considered a zone change request on this land in the past few months. While the Commission recommended approval of an earlier request on March 5, 2007, the City Council did not support the proposal when it considered the application on April 10, 2007. After considering his options, the applicant chose to withdraw the application at that meeting. By doing so, he avoided the need to wait one year to have a request reconsidered. Following the Council's direction and considering the comments received from adjoining property owners, the applicant has developed a revised site plan, and has submitted a new application. As the Commission may recall, this property was developed as a manufactured home park prior to being annexed in 1982. The land was under a single ownership, with manufactured home spaces available for lease. The park was served with a private street and water system, and septic systems. The applicant's plan is to redevelop this land into a single-family residential neighborhood with public streets and new public water and sewer lines. Further, the land will be subdivided into individual lots, and each lot and respective home will be under a common ownership. The

homes will be modular homes, and not manufactured homes. The applicant proposes that all but two lots will be subject to the development regulations of the 1F-3 District, and to the conditions shown on the site plan, Exhibit A. The remaining two lots would be rezoned to a CE District.

SURROUNDING ZONING AND LAND USE:

2. The subject property is bounded on the north by Quail Ridge Road, on the east by Chukar Lane, on the south by Business I-20, and on the west by Midland Draw. The land to the north and east is zoned AE District, and is sparsely developed. The land south of Business I-20 is outside the City limit. The area west of Midland Draw is zoned IP-1 District, and is developed with a variety of commercial businesses.

ANALYSIS:

3. The proposed lot sizes as shown on Exhibit A do not meet the minimum 1F-3 District requirements of 50 feet of width, 100 feet of depth and 5,500 square feet of area. This is mainly because the public streets will follow the general alignment of the private streets established within the manufactured home park. Additionally, the streets are only 32 feet wide, instead of 50 or 60 feet, and there will be no public sidewalks internal to the site. If the streets were widened, the lots would be shallower than shown on the site plan.

   However, this revised site plan contains several significant changes, again in response to adjoining property owners and the City Council. Regarding streets, a new entry is shown from the Business I-20 service road, with a landscaped median. Two roads entering from Chukar Lane have been eliminated. (The first submittal removed all three streets from Chukar. However, we felt at least three public roads are needed.) A single street from Quail Ridge Drive remains unchanged. Finally, the width of all roads is now has been increased to 32 feet, whereas the original plan had some streets only 25 feet wide. Additional changes include a redesign of the street system for the area north of the Mobil pipeline, and an increase in lot size in this area. This change reduced the number of lots from 220 to 192. This yields a density of 4.4 dwelling units per acre, down from 5.0 dwelling units per acre on the original plan. He is still requesting a 15-foot front yard setback. Most lots will have garages, and some will be set up as a zero lot line condition on the plat. There are now two large lots, Lots 1A and 2, Block 1 shown at the northwest corner of Business I-20 and Chukar Lane. This property has been removed from the neighborhood, and will be sold as separate lots that will be subject to the CE District zoning regulations. The office and clubhouse from the original submittal have been removed. However, there are still four common areas that will be developed as

recreation areas for the residents. Regarding the matter of fences, all rear lots will be screened by at least a six-foot tall solid wood fence. However, where lots back toward Business I-20, a more decorative fence with a stucco finish and stone pilasters is planned, as shown on Exhibit A. Along the other streets, a solid wood fence with stone pilasters is proposed, except that metal posts are planned along the westernmost portion of Quail Ridge Road. Landscaping will be provided along Business I-20 in the form of three-inch caliper trees planted on 50-foot centers. A home owners association will be responsible for maintaining all common areas and landscaping.

We continue to believe that this is a reasonable development plan that can help provide a supply of workforce housing. We believe this revised plan represents an improvement from the original plan, particularly with a decrease in density, an increase in street width, and a street onto Business I-20 (TxDOT has already approved a street at this location).

STAFF RECOMMENDATION:

We recommend approval of this request for a zone change from AE, Agriculture Estate District to PD, Planned District for a Housing Development, subject to the following conditions:

A. **The development of this property shall conform to the regulations of the 1F-3, One-Family Dwelling District, except as otherwise stated below. Provided, however, that Lots 1A and 2, Block 1 shall be subject to CE District regulations.**

B. **The development of this property shall conform to the conditions shown on Exhibit A in all respects.**

C. **This property shall be platted prior to the issuance of any building permits.**

D. **Common areas shall be established as shown on the Exhibit A. Screening fences consistent with the conditions on Exhibit A shall be constructed and completed prior to the issuance of any Certificates of Occupancy.**

E. **Common areas internal to the site shall be developed as recreational areas.**

F. **The minimum front yard setback shall be 15 feet, except for Lots 1A and 2, Block 1, which shall conform to CE District regulations.**

G. **A minimum of two off-street parking spaces will be provided on each lot.**

H. **All landscaping shown on Exhibit A shall be irrigated with an underground sprinkler system, and shall be maintained in a healthy, growing condition.**

Cameron Walker, AICP
Planning Division Manager
Department of Development Services

Jim Compton, Senior Planner
Department of Development Services

Attachments:

Application
Maps
Exhibit A

Case Number: Z-07-014 ~~Z-06-035~~

CITY OF MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

Applicant: West Company of Midland / Quail Ridge

Address: 110 W. Louisiana, Suite 110 — 682-0588
Street Address — (Phone)
Midland, Texas — 79701
City — State — Zip Code

Property Owner: Banner Communities, LLC

Address: 1010 S. Oneida Street, Suite A-102 — 303-770-4220
Street Address — (Phone)
Denver, CO — 80224
City — State — Zip Code

Street address and Legal Description of property (complete Lot, Block, and Subdivision Name description below, or, if not in a recorded plat, attach a Metes and Bounds Description. Describe by tracts if more than one zoning district is requested): Lot 1, Block 1, Quail Ridge Addition and 8.073 acre tract out of Tract 25, Parker Acres, and a 5.588 acre tract out of section 42, Block 38, T1S, T&P RR Company Survey, Midland Co, TX.

Reason for requesting a zone change: Develop a residential housing development

PRESENT ZONE: AE

REQUESTED ZONE: PDHD
(List by tracts if more than one zoning district is requested)

Present Use of Property: Vacant mobile home park

Proposed Use of Property: Work Force housing project

How will zone change affect the public health, safety and welfare? The requested zoning will have a positive affect on the public health, safety and welfare.

Describe how conditions affecting the property have changed since it was designated its present zone: Need for work force housing.

Will a Specific Use Permit with Term for alcoholic beverages sales be needed: ____ Yes _X_ No

20061175

RECEIVED
DEC - 5 2006

NOTE: If property owner is to be represented by an authorized agent, the agent should sign the property owner's name and his own on the lines provided above and complete the affidavit below.

A $400.00 filing fee shall accompany all requests for a single, standard zone change request. A multiple zone change proposal shall incur an additional $100.00 fee per district requested in excess of one. A $550.00 filing fee shall accompany all requests for a single PD, Planned District zone change request. A multiple PD proposal shall incur an additional $75.00 fee per additional district. If no public hearing is called, 80% of the fee will be refunded. If needed, a Traffic Impact Analysis may be required and a fee of up to $600.00 will be assessed.

NOTE: CD of Site Plan must be submitted in .pdf and .jpg format 10 days prior to hearing before City Council, in addition to the required eight (8) paper copies for internal routing purposes.

Property Owner: Banner Communities, LLC Date: 12-5-06

By: Max W. Richardson Date: 12-5-06
(If applicable - see note)

State of Texas §
County of Midland §

Before me, the undersigned authority, on this day personally appeared Max W. Richardson who, being by me duly sworn, upon oath says: That he is authorized by Banner Communities, LLC, the owner of the above described property, to fully represent him in this application and that he has the legal right, power and authority to sign said owner's name hereto as his attorney in fact.

Max W. Richardson
(Signature of Affiant)

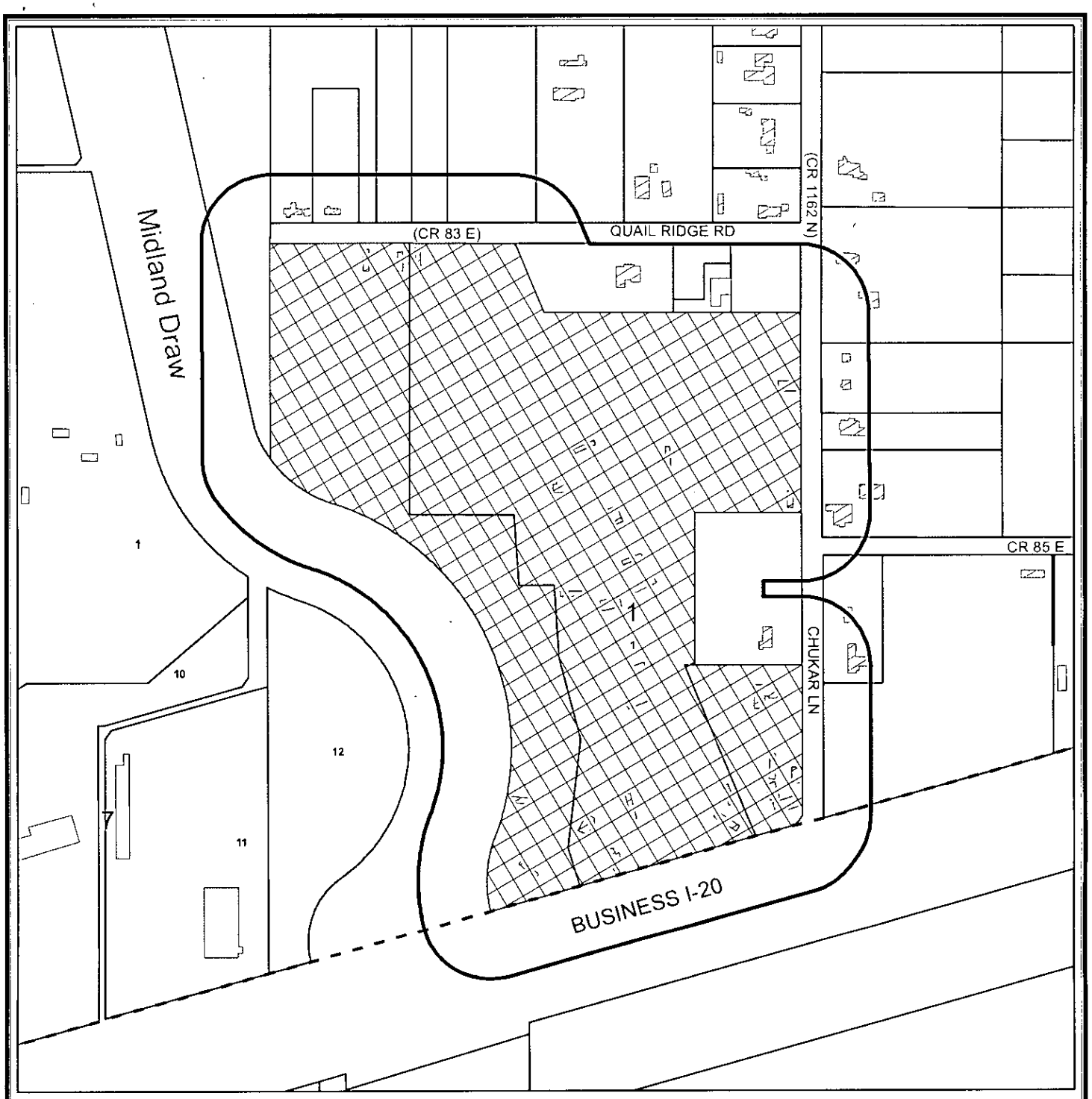
Subscribed and sworn to before me, by the said Max W. Richardson, this 5th day of December, 2006, to certify which witness my hand and seal of office.

JOHNNY RAY POINDEXTER
Notary Public, State of Texas
My Commission Expires 12-13-07

Notary Public, Midland County, Texas

FOR OFFICE USE ONLY
Rec'd By: CW Date: 12/5/06
Assigned: JC
For: PFZ On: 1/2/07

****Application will not be considered for scheduling until reviewed by a planner.****



PROPERTY OWNER NOTIFICATION MAP

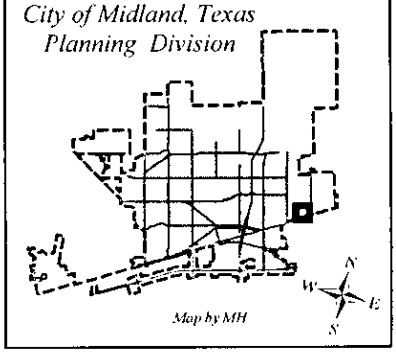
Z - 07 - 014 **Scale: 1" = 400'**

Consider a request for a zone change from AE, Agriculture Estate District, to PD, Planned District for a Housing Development on Lot 1, Block 1, Quail Ridge Addition; a 8.073-acre portion of Tract 25, Parker Acres; and a 5.588 acre tract of land out of Section 42, Block 38, T-1-S, T & P RR Co. Survey, City of Midland, Midland County, Texas.

LEGEND

- CITY LIMITS
- CITY PARCEL
- COUNTY PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS

City of Midland, Texas
Planning Division



to the special conditions and restrictions hereinafter set out, said property being described as follows:

> A 41.16-acre tract of land located in Section 42, Block 38, T-1-S, T & P RR Co. Survey, City and County of Midland, Texas, and more specifically described by metes and bounds in Exhibit "B", attached hereto and incorporated herein for all purposes.

SECTION TWO. That the development of the property described in Section One hereof shall conform to the regulations of the 1F-3, One-Family Dwelling District, except for the following conditions:

1. That the development of the property described in Section One hereof shall strictly conform to the conditions shown on the site plan marked as Exhibit "A", which is attached hereto and incorporated herein for all purposes.

2. That this property shall be platted prior to any development or the issuance of any building permit. Said plat must conform to the site plan (Exhibit "A"). All internal streets shall be dedicated as public right-of-way.

3. That the common areas shall be established adjacent to all streets where a lot backing condition occurs. Screening fences consistent with the details shown on Exhibit "A" shall be constructed adjacent to each lot prior to the issuance of a building permit. Provided, however, that the fence along Business I-20 shall be constructed with the initial development of this property.

4. That the locations on Exhibit "A" designated as Common Areas A, B, C, and D shall be developed as recreational areas.

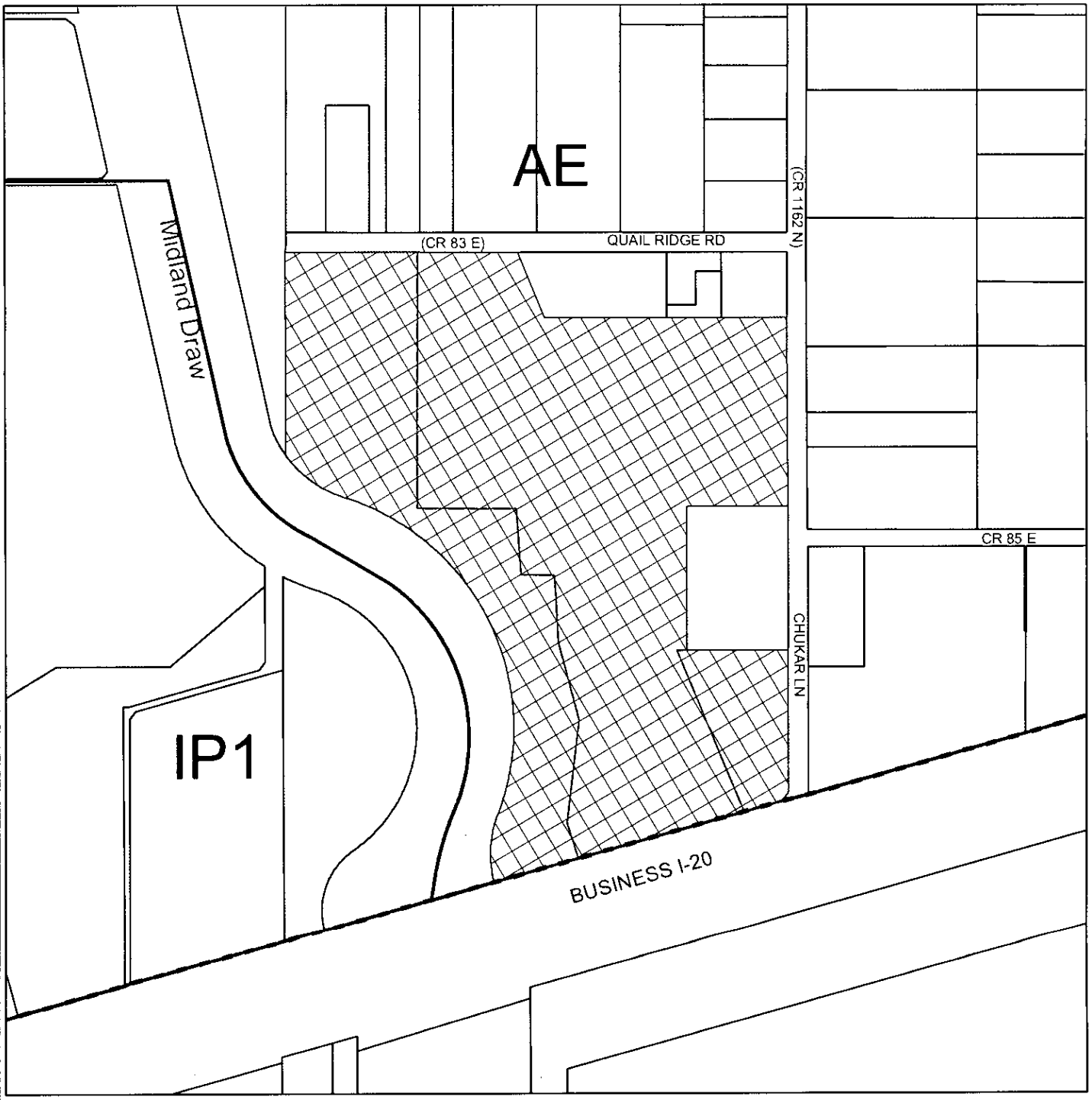
5. That the minimum front-yard setback shall be fifteen (15) feet.

6. That a minimum of two off-street parking spaces will be provided on each lot.

7. That the perimeter landscaping shall be irrigated with an underground sprinkler system and maintained in a healthy, growing condition by a homeowners association.

SECTION THREE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned AE, Agriculture Estate District, and it shall be used as a CE, Country Estate District, said property being described as follows:

> A 2.50-acre tract of land located in Section 42, Block 38, T-1-S, T & P RR Co. Survey, City and County of Midland, Texas, and more specifically described by metes and bounds in Exhibit "C", attached hereto and incorporated herein for all purposes.



ZONING MAP

Z - 07 - 014 **Scale: 1" = 450'**

Consider a request for a zone change from AE, Agriculture Estate District, to PD, Planned District for a Housing Development on Lot 1, Block 1, Quail Ridge Addition; a 8.073-acre portion of Tract 25, Parker Acres; and a 5.588 acre tract of land out of Section 42, Block 38, T-1-S, T & P RR Co. Survey, City of Midland, Midland County, Texas.

LEGEND

ZONING | CITY PARCELS | COUNTY PARCELS
SPECIFIC USE PERMITS | CITY LIMITS | PUBLIC BLDGS

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

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 22nd day of May, A.D., 2007; and passed to second reading on motion of Council member Hailey, seconded by Council member Dingus, by the following vote:

Council members voting "AYE": Hailey, Dingus, Perry, Morgan, Canon, Simpson and Dufford

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Perry, seconded by Council member Morgan, on the 26th day of June, A.D., 2007, at a regular meeting of the City Council:

Council members voting "AYE": Perry, Morgan, Dingus, Simpson, Dufford and Hailey

Council members voting "NAY": None

PASSED AND APPROVED THIS 26th day of June, A.D., 2007.

Michael J. Canon, Mayor

ATTEST:

Kaylah J. McCord, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

SITE PLAN

QUAIL RIDGE ADDITION, SECTION 2

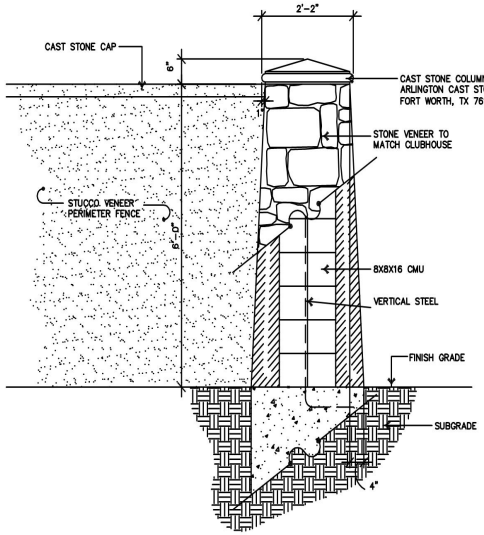
BEING A REPLAT OF A PORTION OF LOT 1, BLOCK 1, QUAIL RIDGE ADDITION; AND A 8.073 ACRE TRACT OUT OF TRACT 26, PARKER ACRES, CITY AND COUNTY OF MIDLAND, TEXAS; AND A 5.588 ACRE TRACT OUT OF SECTION 42, BLOCK 38, T-1-S, T & P RR. COMPANY SURVEY, MIDLAND COUNTY, TEXAS.

TYPICAL LOT

NOTE:

ALL LOTS WITH GARAGES ON PROPERTY LINES WILL BE TREATED AS ZERO LOT LINE DEVELOPMENT.

STUCCO SCREEN WALL
SECTION
SCALE: 3/4"= 1'-0"



TYPICAL ENTRY STONE COLUMN
ELEVATION/SECTION
SCALE: 3/4"= 1'-0"

OWNER:

BANNER COMMUNITIES, LLC.
1010 S. ONELDA STREET
SUITE A-102
DENVER, COLORADO 80224
303-770-4220

ENGINEERS - PLANNERS
110 W. LOUISIANA AVE
MIDLAND, TEXAS
(915) 687-0905 - FAX
APRIL, 20

T:\200611175\061

16.35

WEST COMPANY of Midland, Inc.

110 W. LOUISIANA AVE. SUITE 110 MIDLAND, TEXAS 79701-3414
OFFICE (432) 687-0865 FAX (432) 687-0868
Web Page: www.team-west.com

April 24, 2007

BEING a 41.16 acre tract of land out of Section 42, Block 38, T-1-S, T & P RR Company Survey, Midland County, Texas, of which a part hereof is located within Lot 1, Block 1, Quail Ridge Addition, an Addition to the City of Midland, Midland County, Texas, according to the Plat thereof recorded in Plat Cabinet "D", Page 339 of the Plat Records of Midland County, Texas, and 41.316 acre tract being more particularly described as follows:

BEGINNING at a point in the North Right-of-Way line of U.S. Highway 80, for the Southeast corner of this tract, from which the most Southerly Southeast corner of said Lot 1, the Southwest end of a corner clip located at the Northwest corner of the intersection of said U.S. Highway 80 with Chukar Lane (County Road 1162-North) bears N 59°39' 00" E, a distance of 135.72 feet;

THENCE S 59°39'00" W, along said South line of Lot 1 common with the North Right-of-Way line of U.S. Highway 80, a distance of 796.63 feet to a 1/2-inch iron rod found at or near the Northeast corner of the intersection of the North Right-of-Way line of U.S. Highway 80 and the East line of Scharbauer Draw, for the Southwest corner of this tract, said corner also being the beginning of a non-tangential circular curve to the right having a radius of 337.48 feet;

THENCE Northeasterly, along said curve and along the East line of said Scharbauer Draw, through a central angle of 34°21'13", an arc length of 202.35 feet and a chord bearing and distance of N 12°23'59" W – 199.33 feet to the Point of Reverse Curvature of a circular curve to the left having a radius of 750.00 feet;

THENCE continuing Northerly along said curve and along said East line of Scharbauer Draw, through a central angle of 60°17'52", an arc length of 789.30 feet and a chord bearing and distance of N 25°22'19" W, - 753.37 feet to the end of this curve;

THENCE S 34°28'45" W, a distance of 5.00 feet;

THENCE N 56°17'24" W, a distance of 20.00 feet;

THENCE N 32°56'28" E, a distance of 5.00 feet to the beginning of a non-tangential circular curve to the left having a radius of 750.00 feet;

THENCE Northwesterly, along said curve and along said East line of Scharbauer Draw, through a central angle of 27°44'59", an arc length of 363.24 feet and a chord bearing and distance of N 70°56'02" – 359.70 feet to the PT of this curve;

THENCE N 84°48'31" W, along said East line of Scharbauer Draw, a distance of 27.80 feet to the PC of a tangential circular curve to the right having a radius of 350.00 feet;

THENCE Northwesterly, along said curve and along said East line of Scharbauer Draw, through a central angle of 34°11'11", an arch length of 208.83 feet and a chord bearing and distance of N 67°42'56" W – 205.75 feet, to a 1/2-inch iron rod found in said East line of Scharbauer Draw, for a non-tangential end of this curve and for the most Westerly Southwest corner of this tract;

THENCE N 14°31'42" W, departing said East line of Scharbauer Draw, a distance of 663.78 feet to a 1/2-inch iron rod found in the South line of Quail Ridge Road (County Road 83-East), for the Northwest corner of this tract;

EXHIBIT B

THENCE N 75°28'02" E, along the South line of said Quail Ridge Road (County Road 83-East), a distance of 717.32 feet to a 1/2-inch iron rod found for the Northeast corner of this tract;

THENCE S 36°56'47" E, departing said Quail Ridge Road (County Road 83-East) and along an exterior line of said Lot 1, a distance of 219.52 feet to a point for an exterior corner of this tract;

THENCE N 75°28'44" E, along the most Easterly North line of said Lot 1, a distance of 748.54 feet to a 1/2-inch iron rod found in the West Right-of-Way line of said Chukar Lane (County Road 1162-North), at or near the Northeast corner of said Lot 1 for the Northeast corner of this tract;

THENCE S 14°43'00" E, along the East line of said Lot 1 common with the West Right-of-Way line of said Chukar Lane (County Road 1162-North), a distance of 583.62 feet to a 1/2-inch iron rod found for an exterior corner of said Lot 1 and an exterior corner of this tract;

THENCE S 75°23'00" W, along an exterior line of said Lot 1, a distance of 342.40 feet to a point for an interior corner of this tract and an interior corner of said Lot 1;

THENCE S 14°43'00" E, along an exterior line of said Lot 1, a distance of 443.43 feet to a 1/2-inch iron rod found for an interior corner of said Lot 1 and an interior corner of this tract;

THENCE N 75°23'00" E, along an exterior line of said Lot 1, a distance of 19.10 feet to a 1/2-inch iron rod found in the western boundary of a Mobil Pipeline Easement, as recorded in Volume 262, Page 232, Midland County Deed Records, for a corner of this tract;

THENCE S 37°07'56" E, a distance of 375.52 feet to a point for a corner of this tract;

THENCE S 32°27'00" E, a distance 66.00 feet to a point for a corner of this tract;

THENCE S 20°57'00" E, a distance of 93.00 feet to the Place of Beginning and containing 41.16 acres of land

QUAIL RIDGE
PD for Housing Development 1-F3

Job No. 2006-1175

EXHIBIT B

WEST COMPANY of Midland, Inc.

110 W. LOUISIANA AVE. SUITE 110 MIDLAND, TEXAS 79701-3414
OFFICE (432) 687-0865 FAX (432) 687-0868
Web Page: www.team-west.com

April 24, 2007

BEING a 2.50 acre tract of land out of Section 42, Block 38, T-1-S, T & P RR Company Survey, Midland County, Texas, of which a part hereof is located within Lot 1, Block 1, Quail Ridge Addition, an addition to the City of Midland, Midland County, Texas, according to the Plat recorded in Plat Cabinet "D", Page 336 of the Plat Records of Midland County, Texas and said 2.50 acre tract being more particularly described as follows:

BEGINNING at a point in the most Southerly Southeast corner of said Lot 1, located in the North Right-of-Way line of U.S. Highway 80 and at the Southwest end of a corner clip at the Northwest corner of the intersection of said U.S. Highway 80 with Chukar Lane (County Road 1162-North), for the most Southerly Southeast corner of this tract;

THENCE S 59°39'00" W, along the North Right-of-Way line of said U.S. Highway 80, a distance of 135.72 feet to a point for an exterior corner of this tract;

THENCE N 20°57'00" W, departing said Right-of-Way line, a distance of 93.00 feet to a point for an interior corner of this tract;

THENCE N 32°27'00" W, a distance of 66.00 feet to a point for an interior corner of this tract;

THENCE N 37°07'56" W, a distance of 375.52 feet to a point in the southern boundary of the Darrell Van Perry tract, as recorded in Volume 621, Page 170, Midland County Deed Records, and an exterior line of said Lot 1 for the northwest corner of this tract;

THENCE N 75°23'00" E, along an exterior line of said Lot 1, a distance of 323.30 feet to a 1/2-inch iron rod found in the West Right-of-Way line of said Chukar Lane (County Road 1162-North) for an exterior corner of said Lot 1 and an exterior corner of this tract;

THENCE S 14°43'00" E, along the West Right-of-Way line of said Chukar Lane (County Road 1162-North) common with the East line of said Lot 1, a distance of 439.74 feet to a point located at the North end of a corner clip found at the Northwest corner of the intersection of said Chukar Lane (County Road 1162-North) with U.S. Highway 80, for an exterior of said Lot 1 and an exterior corner of this tract;

THENCE S 22°10'00" W, along said corner clip, a distance of 31.99 feet to the POINT OF BEGINNING and containing 2.50 acres of land.

Quail Ridge
Country Estates Zoning

Job No. 2006-1175

EXHIBIT C

City Council Agenda

Approved for Agenda:
MJohnston
City Manager's Office

MEETING DATE: May 22, 2007

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Z-07-014, Quail Ridge Zone Change

Purpose:

Hold a public hearing at 11:03 a.m. and consider an ordinance on a request by Banner Communities, LLC for a zone change from AE, Agriculture Estate District to PD, Planned District for a Housing Development.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

N/A

Discussion:

The City Council first considered a zone change request on the subject property on April 10, 2007. At that time, there was some neighborhood opposition, and the City Council was not comfortable with all issues. Consequently, the applicant withdrew his request. Later, he met with the neighbors and Council member Hailey. Based on these meetings, he has submitted a revised application. The Planning and Zoning Commission considered this new application on April 30, 2007, where it was recommended for approval by a vote of 9-0. The following is a summary of this plan, with significant changes to the plan highlighted.

The applicant owns a 43-acre tract of land at the northwest corner of Business I-20 and Chukar Lane. Prior to annexation in 1982, this land was developed as a manufactured home park with private streets, private water lines and septic systems. The applicant is proposing a redevelopment plan to develop a residential neighborhood consisting of modular housing. Also included are the subdivision of this land into individual lots, the dedication of public streets and the installation of public water and sewer lines. Each lot and the associated home would be under a common ownership. To accomplish this, the applicant is proposing a zone change to a Planned District for a Housing Development,

subject to the regulations of the 1F-3 District and a site plan.

16.40

16.41

16.42

16.43

City Council Agenda

Approved for Agenda:
rwpatrick
City Manager's Office

MEETING DATE: 5/12/2020

TO: City Council / City Manager

FROM: Michael Pacelli, City Traffic Engineer

SUBJECT: Consider an ordinance on second reading establishing intersection stops at various locations within the City of Midland, Texas; authorizing and directing the Traffic Engineer to install appropriate signs and markings at the designated locations; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two hundred dollars ($200.00); and ordering publication.

Purpose:

Consider an ordinance on second reading establishing intersection stops at various locations within the City of Midland, Texas; authorizing and directing the Traffic Engineer to install appropriate signs and markings at the designated locations; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two hundred dollars ($200.00); and ordering publication.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Approximately $15,000 for the installation of new signs, including materials, equipment and labor.

Discussion:

The City Attorney's Office has prepared an ordinance authorizing the installation of stop signs at various intersections within the City of Midland. This ordinance has been requested to assign right-of-way at each intersection in compliance with the Texas Manual on Uniform Traffic Control Devices.

The most significant change is to ratify the removal of the traffic signal at Main St. and Scharbauer Dr., replacing it with all-way stop control. Data collection had shown that the traffic volumes were not high enough to meet minimum thresholds required by the state to justify the installation of a new signal. Analysis also indicated that overall delay at the intersection would be the same or less under stop control as compared to the signal, depending on the time of day.

The signal had multiple maintenance issues for a number of years due to age, and suffered additional damage in a vehicle crash on March 9th, with moderate repairs needed. This is in addition to the major upgrades needed to deal with the other issues that have accumulated over time. Also, TxDOT is providing funding to rebuild the culvert crossing over the channel in the next few years, but the City would be responsible for the cost of partially rebuilding this unwarranted traffic signal, which is expected to be an additional $300,000, on top of whatever is spent to repair the immediate issues.

Based on all of these factors, staff implemented all-way stop control and took the traffic signal out of service in mid-March.

Other notable changes are to convert existing two-way stop intersections to all-way stop at Pennsylvania Ave. and Jackson St., Whitney Dr. and Sentinel Dr., and at Eisenhower Dr. and Graceland Dr. These changes were requested by residents or schools and determined by staff to be appropriate based on engineering review of the conditions.

There are also 35 locations identified for the installation of new stop signs that are generally on newly constructed streets, streets planned for construction in the near future, or at locations for which no type of formal traffic control has previously existed.

The proposed locations for installation of new stop signs are as follows:

ON	AT
Baron Dr.	Occidental Pkwy.
Baron Dr.	Ranch Ave.
Beals Creek Dr.	Comal Dr.
Beals Creek Dr.	Heritage Oaks Dr.
Beals Creek Dr./Ct.	Pedernales Dr.
Bosque Dr.	Lampasas Dr.
Cardinal Ln.	Polo Club Rd.
Comal Dr.	Navasota Dr.
Costa Mesa Ln.	Navasota Dr.
Douglas Dr.	Boeing Dr.
Dunblane Dr.	Dumfries Rd.
Dunblane Dr.	Trobaugh Blvd.
Edinburgh Dr.	Dumfries Rd.
Edinburgh Dr.	Trobaugh Blvd.
Fairgrounds Rd.	Mockingbird Ln.
Fairgrounds Service Rd.	Rattler Ln.
Flicker Dr.	Sparhawk Dr.
Glasgow Dr.	Dumfries Rd.
Glasgow Dr.	Trobaugh Blvd.

Lampasas Dr.	Heritage Oaks Dr.
Leisure Dr.	Tradewinds Blvd.
Mockingbird Ln.	Fairgrounds Rd.
Ohio Ave.	Carrizo St.
Osprey Dr.	Beachwood St.
Osprey Dr.	Flicker Dr.
Overshine Ln.	Fairgrounds Rd.
Partridge St.	Baron Dr.
Partridge St.	Tin Tr.
Pedernales Dr.	Lampasas Dr.
Ranch Ave.	Tin Tr.
San Bernard Dr.	Pedernales Dr.
Sparhawk Dr.	Quail Ridge Rd.
Thomason Dr.	Tradewinds Blvd.
Trenton Dr.	Trobaugh Blvd.
Washita	Fairgrounds Rd.

Staff recommends approval of this ordinance.

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING INTERSECTION STOPS AT VARIOUS LOCATIONS WITHIN THE CITY OF MIDLAND, TEXAS; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS AT THE DESIGNATED LOCATIONS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION

WHEREAS, the Council finds that the unusual character and volume of traffic on various intersecting streets within the City require that operators of motor vehicles traveling along said streets stop before entering said intersections; and

WHEREAS, the Council finds it to be in the public interest to authorize and require the establishment of stop signs at said intersections;

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

SECTION ONE. In addition to all other stop signs, stop signs at the intersections enumerated in the following list are hereby ordered to be erected and are hereby validated and fully authorized, whether the same have already been placed and are existing upon said intersections, or shall be placed there hereafter, and all persons operating vehicles upon or over the streets of the City of Midland shall obey such stop signs. All streets located in the column under the word "On" are the streets on which stop signs are hereby ordered and authorized at their intersection with the streets listed on the same line and in the column immediately to the right headed by the word "At".

ON	AT
"A" St.	Indiana Ave.
"A" St.	Missouri Ave.
"A" St.	Mockingbird Ln.
"A" St.	Solomon Ln.
Abbey Pl.	Everglade Ave.
Aberdeen Dr.	Cedar Springs Dr.
Aberdeen Dr.	Ruby Dr.
Aberdeen Dr.	Spraberry Dr.

ON	AT
Acklen Dr.	Roosevelt Dr.
Adams St.	Garden Ln.
Adams St.	Illinois Ave.
Adams St.	Indiana Ave.
Adams St.	Kentucky Ave.
Adams St.	New York Ave.
Adams St.	Pennsylvania Ave.
Adams St.	Wall St.
Adams St.	Walnut Ln.
Adams St.	Washington Ave.
Adonia St.	Cheyenne St.
Advance Ave.	Industrial Ave.
Ainslee St.	Bedford Dr.
Ainslee St.	Cuthbert Ave.
Ainslee St.	Kansas Ave.
Ainslee St.	Louisiana Ave.
Ainslee St.	Princeton Ave.
Airport 20 Rd.	La Force Blvd.
Alamo Dr.	Crockett Ave.
Alamosa Ct.	Gunnison Dr.
Alcove Ct.	Douglas St.
Alice St.	Barkley Ave.
Alice St.	Delano Ave.
Alice St.	Franklin Ave.
Alice St.	Kessler Ave.
Alice St.	Mariana Ave.
Alkan St.	Calumet St.
Alkan St.	Chaparral St.
Allandale Ct.	Sherwood Dr.
Allen St.	New Jersey Ave.
Allen St.	Taylor Ave.
Almey Ct.	Rustic Tr.
Almont Pl.	Gunnison Dr.
Alpine St.	Cuthbert Ave.
Alpine St.	Louisiana Ave.
Alta Ave.	Pecos St.
Amelia Dr.	Anetta Dr.
Amelia Dr.	Fairmont Dr.
Amigo Dr.	Goliad Dr.
Amigo Dr.	Storey Ave.
Andrews Hwy. Frontage	Godfrey St.
Andrews Hwy. Frontage	McDonald Ave.
Andover Ave.	Ward St.
Anetta Dr.	Eisenhower Dr.
Anetta Dr.	Raymond Rd.
Anetta Dr.	Spraberry Dr.
Anetta Dr.	Waverly Dr.
Angelina Dr.	Haynes Ave.
Angelina Dr.	Lehigh Dr.
Anthem Rd.	Bunker Hill Rd.

ON	AT
Apache Dr.	Holly Dr.
Apache Dr.	Waverly Dr.
Apperson Dr.	Maxwell Ave.
Apperson Dr.	Whitney Dr.
Apple Creek Rd.	Mathis St.
Apple Creek Rd.	Oak Valley Dr.
Arapahoe Rd.	Elkins Rd.
Arbor Cir.	Sunshine Pkwy.
Armadillo Dr.	Maverick Ln.
Armadillo Dr.	Prairie Rd.
Arrowhead Trail	Vista West Pkwy.
Arroyo Dr.	Haynes Ave.
Arroyo Dr.	Northfield Dr.
Ashwood Ct.	Heritage Blvd.
Aspen Dr.	Dentcrest Dr.
Aspen Dr.	Mark Ln.
Aster Ave.	Avalon Dr.
Aster Ave.	Golden Gate Dr.
Atlanta St.	California Ave.
Atlanta St.	Gist Ave.
Atlanta St.	Hicks Ave.
Atlanta St.	New York Ave.
Auburn Ct.	Ward St.
Auburn Dr.	Whitney Dr.
Auburn Pl.	Lanham St.
Audie Ct.	Beal Pkwy.
Aurora Way	Lumina Dr.
Aurora Ln.	McDonald Dr.
Aurora Ln.	Suncrest Ave.
Austin St.	Baumann Ave.
Austin St.	Bedford Dr.
Austin St.	Cuthbert Ave.
Austin St.	Kansas Ave.
Avalon Dr.	Briarwood Ave.
Avondale Dr.	Leddy Dr.
Avondale Dr.	McDonald Dr.
Avondale Dr.	Raymond Dr.
Azalea Ct.	Rosewood Dr.
“B” St.	Cuthbert Ave.
“B” St.	Gulf Ave.
“B” St.	Harvard Ave.
“B” St.	Indiana Ave.
“B” St.	Kansas Ave.
“B” St.	Louisiana Ave.
“B” St.	Michigan Ave.
“B” St.	Missouri Ave.
“B” St.	Tennessee Ave.
Baca St.	Mockingbird Ln.
Baca St.	San Miguel Ave.
Baird St.	California Ave.

ON	AT
Baird St.	Griffin Ave.
Baird St.	Hicks Ave.
Baird St.	Indiana Ave.
Baird St.	Kentucky Ave.
Baird St.	Longview Ave. (northbound)
Baird St.	Longview Ave. (southbound)
Baird St.	Louisiana Ave.
Baird St.	Main St.
Baird St.	Michigan Ave.
Baird St.	New Jersey Ave.
Baird St.	New York Ave.
Baird St.	Taylor Ave.
Baird St.	Washington Ave.
Baldwin St.	Brunson Ave.
Baldwin St.	College Ave.
Baldwin St.	Holloway Ave.
Baldwin St.	Indiana Ave.
Baldwin St.	Kentucky Ave.
Baldwin St.	Washington Ave.
Balfour Ct.	Deer Run Ave.
Balfour Ct.	Greathouse Ave.
Baltic Ave.	Dormard Ave.
Baltic Ave.	Pacific Ave.
Banks Dr.	La Force Blvd.
Banks Dr.	Sloan Field Blvd.
Barber St.	Cedar Ave.
Barber St.	Dormard Ave.
Barber St.	Golf Course Rd.
Barber St.	Hickory Ave.
Barber St.	Magnolia Ave.
Barber St.	Maple Ave.
Barber St.	Oak Ave.
Barber St.	Pecan Ave.
Barber St.	Pine Ave.
Barber St.	Shandon Ave.
Barber St.	Spruce Ave.
Barking Rock	Fall Creek
Barking Rock	Sister Creek
Barkley Ave.	Crestview Rd.
Barkley Ave.	Powell St.
Baron Dr.	Occidental Pkwy.
Baron Dr.	Ranch Ave.
Basswood Cir.	Sequoia Dr. (both intersections)
Barton Springs Ct.	Barton Creek Rd.
Bates Dr.	Sinclair Ave.
Baumann Ave.	Alpine St.
Baumann Ave.	Godfrey St.
Baumann Ave.	Kansas Ave.
Baumann Ave.	McDonald St.
Baybridge Ct.	Eastview Dr.

ON	AT
Baybridge Ct.	Westview Dr.
Baybrook Dr./Ct.	Rockwood Dr.
Baybrook Dr./Pl.	Valwood Dr.
Beachwood St.	Calumet St.
Beachwood St.	Chukar Ln.
Beal Pkwy.	Graceland Dr.
Beal Pkwy.	Leisure Dr.
Beal Pkwy.	Thomason Dr.
Beals Creek Dr.	Comal Dr.
Beals Creek Dr.	Heritage Oaks Dr.
Beals Creek Dr./Ct.	Pedernales Dr.
Beckley Dr.	Cedar Spring Dr.
Beckley Dr.	Sprayberry Dr.
Bedford Ave.	Alpine St.
Bedford Ave.	Austin St.
Bedford Dr.	"B" St.
Bedford Dr.	"D" St.
Bedford Ave.	Delmar St.
Bedford Ave.	E. Broadway St.
Bedford Ave.	"G" St.
Bedford Ave.	Godfrey St. (westbound)
Bedford Ave.	Idlewilde Dr.
Bedford Dr.	Lanham St.
Bedford Ave.	Maberry St.
Bedford Ave.	Manor St.
Bedford Ave.	McDonald St.
Bedford Dr.	Mogford St.
Bedford Ave.	"N" St.
Bedford Ave.	Tarleton St.
Bedford Dr.	W. Broadway St.
Bedford Dr.	Ward St.
Bedford Ave.	Woodcrest Dr.
Beechwood Ct.	Teakwood Tr.
Belair Dr.	Stonybrook Dr.
Bellechasse Ct.	Chapel Hill Dr.
Bellechasse Ct.	Fairview Ln.
Bellegrove Ct.	Keswick Rd.
Belmont St.	Collins Ave.
Belmont St.	Gist Ave.
Belmont St.	Griffin Ave.
Belmont St.	Hicks Ave.
Belmont St.	Longview Ave.
Belmont St.	Rhode Island Ave.
Belmont St.	Stokes Ave.
Belmont St.	Summit Ave.
Belmont St.	Wolcott Ave.
Belton Pl.	Concho Dr.
Benton St.	California Ave.
Benton St.	Golf Course Rd.
Benton St.	Indiana Ave.

ON	AT
Benton St.	Morgan Way
Benton St.	New York Ave.
Benton St.	Oak Ave.
Benton St.	Pine Ave.
Bentwood Dr.	Crescent Dr.
Bentwood Dr.	Cuthbert Ave.
Bentwood Dr.	Graceland Dr.
Bentwood Dr.	Ric Dr.
Berkeley Trail	Carpenter Way
Big Bend Country	Buffalo Gap
Billingsley Blvd.	Caldera Blvd.
Binney Cv.	Rex Rd.
Bishops Castle Dr.	Castleford Rd.
Blackwood Dr.	Homestead Blvd.
Blake Dr.	Garrett Dr.
Blake Dr.	Trennon Pl.
Blakemore Ct.	Northfield Dr.
Blanco Dr.	Llano Ct.
Blanco Dr.	Medina Dr.
Blanco Dr.	Oak Creek Dr.
Bluebird Ln.	Midkiff Rd.
Blue Bonnet Ave.	Avalon Dr.
Blue Bonnet Ave.	Golden Gate Dr.
Boeing Dr.	Fannin Ave.
Boeing Dr.	Neely Ave.
Boeing Dr.	Sentinel Dr.
Bonham St.	Cuthbert Ave.
Bonham St.	Kansas Ave.
Bonham St.	Willingham Dr.
Boot Dr.	Lone Star Ln.
Boot Dr	Red River Ln.
Bosque Dr.	Lampasas Dr.
Boulder Dr.	Arroyo Dr.
Boulder Dr.	Haynes Ave.
Bowie Dr.	Bentwood Dr.
Bowie Dr.	Edgewood Dr.
Bowie Dr.	Goliad Dr.
Bowman Cir.	Arapahoe Rd.
Boyd Ave.	“C” St.
Boyd Ave.	Cessna Dr.
Boyd Ave.	“D” St.
Boyd Ave.	Godfrey St.
Boyd Ave.	Lanham St.
Boyd Ave.	McDonald St.
Boyd Ave.	Mogford St.
Boyd Ave.	“N” St.
Boyd Ave.	Sinclair Ave.
Boyd Ave.	Sparks St.
Boyd Ave.	Tarleton St.
Boyd Ave.	Upland St.

ON	AT
Bradford Ct.	Knights Pl.
Brand Ln.	Buffalo Gap
Brand Ln.	Lone Star Ln.
Brazos Ave.	Amistad Dr.
Brazos Ave. / Ct.	Conroe St.
Brazos Ave.	Spence Dr.
Breckenridge Dr.	Durango Dr.
Breezeway Ct.	Bent Tree Tr.
Brentwood Dr.	Homestead Blvd.
Briaroaks Ct. / Dr.	Homestead Blvd.
Briarpath Dr.	Rosewood Dr.
Bridle Dr.	Rattler Ln.
Bridle Dr.	Wrangler Ln.
Brighton Pl.	Ashdown Pl.
Broadway St.	Cuthbert Ave.
Bromegrass	Beachwood St.
Bromley Pl.	Mayfield Pl.
Bronco Ct.	Buffalo Gap (both intersections)
Brookdale Dr.	Anetta Dr.
Brookdale Dr.	Bentwood Dr.
Brookdale Dr.	Eisenhower Dr.
Brooks Dr. (both intersections)	Raymond Rd.
Brown Heart Ln.	Deer Run Ave.
Brown Heart Ln.	Holiday Hill Rd.
Brown Heart Ln.	Riverside Dr.
Brownwood Dr.	Bentwood Dr.
Brunson Ave.	“L” St.
Brunson Ave.	Mann St.
Brunswick Cr.	Chapel Hill
Brush Dr.	Six Flags
Bryant St.	Eugene Ave.
Bryant St.	George Ave.
Bryant St	Hamby Ave.
Bryant St.	Hart Ave.
Bryant St.	Humble Ave.
Bryant St.	Jax Ave.
Buchanan Pl.	Rio Grande Ave.
Buffalo Ct.	Ranch Hand Dr.
Buffalo Gap	Lone Star Ln.
Buffalo Gap	Occidental Pkwy.
Buffalo Gap	Rattler Ln.
Bunche St.	California Ave.
Burchill Dr.	Anetta Dr.
Burchill Dr.	Brookdale Dr.
Burchill Dr.	Comanche Dr.
Burchill Dr.	Erie Dr.
Burchill Dr.	Parkdale Dr.
Burchill Dr.	Pasadena Dr.
Burchill Dr.	Pleasant Dr.
Burchill Dr.	Wilshire Dr.

ON	AT
Burgandy Dr.	Stonebridge Dr.
Burleson St.	Brunson Ave.
Burleson St.	College Ave.
Burleson St.	Holloway Ave.
Burleson St.	Kentucky Ave.
Burleson St.	Washington Ave.
Burnett Ln.	Lone Star Ln.
Butler Ave.	Baird St.
Butler Ave.	Main St.
Butternut Ln.	Jackson St.
Butternut Ln.	Oak Ave.
Butternut Ln.	Pecan Ave.
"C" St. (northbound traffic)	College Ave.
"C" St. (southbound traffic)	College Ave.
"C" St.	Cuthbert Ave.
"C" St.	Douglas Ave.
"C" St.	Golf Course Rd.
"C" St.	Gulf Ave.
"C" St. (northbound traffic)	Indiana Ave.
"C" St. (southbound traffic)	Indiana Ave.
"C" St.	Louisiana Ave.
"C" St.	Michigan Ave.
"C" St.	Missouri Ave.
"C" St.	Stanolind Ave.
Caldera Dr.	Melville Dr.
Calhoun St.	California Ave.
Calhoun St.	Indiana Ave.
Calhoun St.	Kentucky Ave.
Calhoun St.	Orchard Ln.
Calhoun St.	Pennsylvania Ave.
Calhoun St.	Washington Ave.
California Ave.	Camp St.
California Ave.	Carver St.
California Ave.	Dallas St.
California Ave.	Jackson St.
California Ave.	Main St.
California Ave.	Marienfeld St.
California Ave.	Tilden St.
California Ave.	Weatherford St.
California Ave.	Webster St.
Camarie Ave.	Lanham St.
Camarie Ave.	Mogford St.
Camarie Ave.	Tarleton St.
Camarie Ave.	Ward St.
Camarie Ave.	Whitney Dr.
Camino Reale	Crowley Blvd.
Camino Reale	Guadalupe St.
Camino Reale	Llano Ct.
Camp St.	Carter Ave.
Camp St.	Collins Ave.

ON	AT
Camp St.	Dakota Ave.
Camp St.	Francis Ave.
Camp St.	Griffin Ave.
Camp St.	Industrial Ave.
Camp St.	Marlin St.
Camp St.	New Jersey Ave.
Canadian Ave.	Amistad Dr.
Canadian Ave.	Spence Dr.
Candle Tree Cv.	Melville Dr.
Candlestick Dr.	Hall of Fame Blvd.
Canemont Dr.	Gleneagles Dr.
Canemont Dr.	Tremont Ave.
Canterbury Dr.	Kensington Ln.
Canterbury Dr.	Polo Pkwy.
Canyon Dr. (both intersections)	Raymond Rd.
Canyon/Devonian Dr.	Spraberry Dr.
Carbondale Ct.	Gunnison Dr.
Cardinal Ln.	Oriole Dr.
Cardinal Ln.	Polo Club Rd.
Carlton St.	Brunson Ave.
Carlton St.	College Ave.
Carlton St.	Holloway Ave.
Carlton St.	Kentucky Ave.
Carlton St.	Washington Ave.
Carmel Ct.	Llano Ct.
Carnation Ave.	Avalon Dr.
Carnation Ave.	Golden Gate Dr.
Carpenter Ct. / Way	Brown Heart Ln.
Carpenter Way	Oriole Dr.
Carrington Ct.	Rustic Tr.
Carrizo St.	Cuthbert Ave.
Carrizo St.	Louisiana Ave.
Carrizo St.	Michigan Ave.
Carrizo St.	Missouri Ave.
Carrizo St.	Nobles Ave.
Carrizo St.	Ohio Ave.
Carrizo St.	Storey Ave.
Carter Ave.	Garfield St.
Carver St.	Dormard Ave.
Carver St.	Golf Course Rd.
Carver St.	Indiana Ave.
Casa Grande Tr.	Guadalupe St.
Casa Grande Tr.	Llano Ct.
Casa Verde Ct.	San Clemente Dr.
Cascade Ct.	Douglas St.
Casper Ct.	Trevino St.
Castle Pine Rd.	Spence Dr.
Castleford Rd.	Chapel Hill Dr.
Castleford Rd.	Lancashire Rd.
Castleford Rd.	Los Alamitos Rd.

ON	AT
Castleford Rd.	Melville Dr.
Castleford Rd.	Polo Pkwy.
Castlerock Ct.	Durango Dr.
Cattleman Dr.	Lone Star Ln.
Cattleman Dr.	Occidental Pkwy.
Cattleman Dr.	Randolph Ln.
Cedar Ave.	Cottonwood Ave.
Cedar Ave.	Main St.
Cedar Ave.	Tyler St.
Cedar Creek Rd.	Cooper Creek Dr.
Cedar Creek Rd.	Stonebridge Dr.
Cedar Spring Dr.	Devonian Dr.
Cedar Spring Dr.	Raymond Rd.
Centerview	Greenridge
Centerview	Windrift
Century Dr.	Comanche Dr.
Cerrillos Ave.	Baca St.
Cerrillos Ave.	Magellan St.
Cessna Dr.	Fannin Ave.
Cessna Dr.	Neely Ave.
Cessna Dr.	Sentinel Dr.
Cessna Dr.	Shell Ave.
Cessna Dr.	Stanolind Ave.
Chadwick Ct.	Ridgefield Ct
Chapel Hill Dr.	Bluebird Ln.
Chapel Hill Dr.	Faulkner Dr.
Chapel Hill Dr.	Keswick Rd.
Chaparral St.	Beachwood St.
Chaps Ln.	Avalon Dr.
Chaps Ln.	Longhorn Ln.
Chatham Ct.	Ward St.
Checotah	Choctaw
Checotah	Kanawha
Chelsea Pl.	Mayfield Pl.
Chelsea Pl.	Whitman Dr.
Cherokee Dr.	Eisenhower Dr.
Cherry Ln.	Carver St.
Cherry Ln.	Tilden St.
Cherry Ln.	Tyler St.
Cherrywood Dr.	Briarpath Dr.
Cherrywood Dr.	Lemonwood Dr.
Cherrywood Dr.	Northcrest Dr.
Cherrywood Ct.	Oriole Dr.
Chesley Ct.	Rustic Tr.
Chestnut Ave.	Carver St.
Chestnut Ave.	Tilden St.
Cheyenne St.	Alkan St.
Chickasaw	Pueblo
Chickasaw	Tejas
Choate Pl.	Trinity Dr.

ON	AT
Choctaw	Navajo
Choctaw	Pueblo
Chon Cv.	Lindora Way
Chuck Wagon	Big Bend Country
Cimmaron Ave.	Dengar Ave.
Cimmaron Ave.	Godfrey St.
Cimmaron Ave.	"I" St.
Cimmaron Ave.	Mogford St.
Cimmaron Ave.	Lanham St.
Cimmaron Ave.	Mark Ln.
Cimmaron Ave.	McDonald Dr.
Cimmaron Ave.	Racquet Club Dr.
Cimmaron Ave.	Rees Ln.
Cimmaron Ave.	Shandon Ave.
Cimmaron Ave.	Tarleton St.
Cimmaron Ave.	Ward St.
Cimmaron Ave.	Wedgewood St.
Cimmaron Ave.	Ward St.
Cimmaron Ave.	Whitney Dr.
Cindy Pl.	Wydewood Dr.
Cisco St.	Arapahoe Rd.
Claremont Dr.	Mark Ln.
Claremont Dr.	Tremont Ave.
Clarewood Dr.	Greenville Cir.
Clarewood Dr.	Wood Dr.
Clark St.	Brunson Ave.
Clark St.	Franklin Ave.
Clark St.	Kentucky Ave.
Clark St.	Washington Ave.
Clay St.	California Ave.
Clay St.	Indiana Ave.
Clay St.	Orchard Ln.
Clayton Ct.	Whittle Way
Cloud Ave.	Edwards St.
Cloudcroft Ct.	Mark Ln.
Club Dr.	Crest Dr.
Club Dr.	Nobles Ave.
Co. Rd. 1220 S.	Industrial Ave.
Co. Rd. 83	Co. Rd. 1162
Coliseum Ct.	Riverfront Dr.
College Ave.	Clark St.
College Ave.	"G" St.
College Ave.	Indiana Ave.
Collins Ave.	Johnston St.
Collins Ave.	McKenzie St.
Collins Ave.	Main St.
Collins Ave.	Pratt St.
Colony Rd.	Arlington Rd.
Colony Rd.	Bunker Hill Rd.
Colony Rd.	Founders Rd.

ON	AT
Colony Rd.	Victory Pkwy.
Colorado St.	Collins Ave.
Colorado St.	Cuthbert Ave.
Colorado St.	Dakota Ave.
Colorado St.	Francis Ave.
Colorado St.	Gist Ave.
Colorado St.	Hicks Ave.
Colorado St.	Kansas Ave.
Colorado St.	Louisiana Ave.
Colorado St.	Michigan Ave.
Colorado St.	Missouri Ave.
Colorado St.	New Jersey Ave.
Colorado St.	New York Ave.
Colorado St.	Pennsylvania Ave.
Colorado St.	Rhode Island Ave.
Colorado St.	Stokes Ave.
Colorado St.	Taylor Ave.
Colorado St.	Washington Ave.
Colt Ct.	Candlestick Dr.
Columbian Dr.	Canyon Dr.
Columbian Dr.	Howard Dr.
Columbian Dr.	Waverly Dr.
Comal Dr.	Navasota Dr.
Comiskey Ct.	Riverfront Dr.
Commerce Dr.	I-20 N. Frontage Rd.
Commerce Dr.	Industrial Ave.
Commonwealth Rd.	Arlington Rd.
Commonwealth Rd.	Victory Pkwy.
Community Ln.	“D” St.
Community Ln.	“H” St.
Community Ln.	“J” St.
Community Ln.	“N” St.
Compton Dr.	Haynes Ave.
Compton Dr.	Lehigh Dr.
Concho Dr.	Amistad Dr.
Concho Dr.	Mathis St.
Concho Dr.	Spence Dr.
Concord Ave.	Lanham St.
Connell St.	Carter Ave.
Connell St.	Collins Ave.
Connell St.	Dakota Ave.
Connell St.	Griffin Ave.
Connell St.	Industrial Ave.
Connell St.	New Jersey Ave.
Connell St.	Taylor Ave.
Conquistador Ct.	Cerrillos Ave.
Conroe Ct.	Rio Grande Dr.
Conroe St.	Canadian Ave.
Conroe St.	Lavaca Ave.
Conroe St.	Rio Grande Dr.

ON	AT
Constitution Way	Patriot Pkwy.
Constitution Way	Victory Pkwy.
Convair Ct. / Dr. (both intersections)	Stonebridge Dr.
Convair Dr.	Torrey Vista Dr.
Cooper Creek Rd.	Solomon Ln.
Copper Sky Ct.	Daybreak Way
Copper Sky Ct.	Lumina Ct.
Copus St.	Pecan Ave.
Cord Dr.	Apperson Dr.
Corona	Costa Mesa
Coronado Ct.	Camino Reale
Corporate Dr.	Edwards St.
Corral Dr.	Buffalo Gap
Corral Dr.	Occidental Pkwy.
Corral Dr.	Yellow Rose Ct.
Corsair Ct.	Island Dr.
Costa Mesa Ln.	Escondido
Costa Mesa Ln.	Navasota Dr.
Costa Mesa Ln.	San Pedro
Cotton Flat Rd.	Industrial Ave.
Cotton Tail Ct.	Buffalo Gap
Cottonwood Ave.	Barber St.
Cottonwood Ave.	Edwards St.
Cottonwood Ave.	Golf Course Rd.
Cottonwood Ave.	Main St.
Country Club Dr.	“B” St.
Country Club Dr.	E. Broadway St.
Country Club Dr.	W. Broadway St.
Country Club Dr.	“D” St.
Country Club Dr.	Delmar St.
Country Club Dr.	“G” St.
Country Club Dr.	Idlewilde Dr.
Country Club Dr.	“L” St.
Country Club Dr.	Lanham St.
Country Club Dr.	Mogford St.
Country Club Dr.	“N” St.
Country Club Dr.	Ward St.
Country Club Dr.	Woodcrest Dr.
Courage Pl.	Founders Rd.
Courage Pl.	Victory Pkwy.
Courtney Ct.	Rustic Tr.
Cowboy Dr.	Lone Star Ln.
Cowden Ave.	Carver St.
Cowden Ave.	Dallas St.
Cowden Ave.	Edwards St.
Cowden Ave.	Jackson St.
Cowden Ave.	Main St.
Cranston Pl.	Crowley Blvd.
Crenshaw Dr.	Palmer Dr.
Crescent Dr.	Bentwood Dr.

ON	AT
Crescent Dr.	Dewberry Dr.
Crescent Dr.	Eisenhower Dr.
Crescent Dr.	Glenwood Dr.
Crest Dr.	Club Dr.
Crest Dr.	Ridglea Dr.
Crestdale St.	Crestgate Ave.
Crestdale St.	Crestwood Ave.
Crested Butte Ct.	Gunnison Dr.
Crestfield St.	Crestgate Ave.
Crestgate Ave.	Crestdale St.
Crestgate Ave.	Crestfield St.
Crestgate Ave.	Crestway Ln.
Crestgate Ave.	Gateway St.
Crestline Ave.	Crestway Ln.
Crestmont Dr.	Tremont Ave.
Crestmont Dr.	Whittle Way
Crestview Rd.	Delano Ave.
Crestview Rd.	Kansas Ave.
Crestview Rd.	Kessler Ave.
Crestview Rd.	Louisiana Ave.
Crestview Rd.	Mariana Ave.
Crestview Rd.	Michigan Ave.
Crestview Rd.	Ohio Ave.
Crestview Rd.	Roosevelt Ave.
Crestview Rd.	Storey Ave.
Crestview Rd.	Travis Ave.
Crestway Ln.	Crestgate Ave.
Crestwood Ave.	Crestfield St.
Crista Ln.	Bluebird Ln.
Crista Ln.	Caldera Blvd.
Crockett Ave.	Bentwood Dr.
Crockett Ave.	Edgewood Dr.
Crockett Ave.	Goliad Dr.
Crosley Ct.	Avalon Dr.
Crosley Ct.	Candlestick Dr.
Crowley Blvd.	Frio Dr.
Crowley Blvd.	Grassland Blvd.
Crowley Blvd.	Hereford Blvd.
Crowley Blvd.	Heritage Blvd.
Crowley Blvd.	Highland Blvd.
Crowley Blvd.	Rio Grande Ave.
Crowley Blvd.	Wadley Ave.
Crystal Sky Ln.	Daybreak Way
Culross Ln.	Berkeley Trail
Culross Ln.	Oriole Dr.
Culver Dr.	Fannin Ave.
Culver Dr.	Neely Ave.
Culver Dr.	Sentinel Dr.
Cumberland Dr.	Neely Ave.
Cumberland Dr.	Ventura Ave.

ON	AT
Cunningham Dr.	Canyon Dr.
Cunningham Dr.	Holly Dr.
Cunningham Dr.	Howard Dr.
Cunningham Dr.	Waverly Dr.
Cuthbert Ave.	Carver St.
Cuthbert Ave.	Jackson St.
Cuthbert Ave.	Maberry St.
Cuthbert Ave.	Main St.
Cuthbert Ave.	Mogford St.
Cypress Ct.	Teakwood Trace
"D" St.	College Ave.
"D" St.	Cuthbert Ave.
"D" St.	Douglas Ave.
"D" St.	Golf Course Rd.
"D" St.	Harvard Ave.
"D" St.	Humble Ave.
"D" St.	Indiana Ave.
"D" St.	Louisiana Ave.
"D" St.	Michigan Ave.
"D" St.	Missouri Ave.
"D" St.	Neely Ave.
Dahlia Ave.	Avalon Dr.
Dahlia Ave.	Golden Gate Dr.
Daisy Rd.	Victory Pkwy.
Dakota Ave.	Atlanta St.
Dakota Ave.	Baird St.
Dakota Ave.	Dallas St.
Dakota Ave.	Fort Worth St.
Dakota Ave.	Goode St.
Dakota Ave.	Jefferson St.
Dakota Ave.	Johnston St.
Dakota Ave.	"L" St.
Dakota Ave.	Main St.
Dakota Ave.	Marshall St.
Dakota Ave.	Mineola St.
Dakota Ave.	Terrell St.
Dakota Ave.	Weatherford St.
Dallas St.	Cuthbert Ave.
Dallas St.	Garden Ln.
Dallas St.	Golf Course Rd.
Dallas St.	Hamby Ave.
Dallas St.	Hicks Ave.
Dallas St.	Indiana Ave.
Dallas St.	Kansas Ave.
Dallas St.	Kentucky Ave.
Dallas St.	Michigan Ave.
Dallas St.	New Jersey Ave.
Dallas St.	New York Ave.
Dallas St.	Louisiana Ave.
Dallas St.	Nobles Ave.

ON	AT
Dallas St.	Ohio Ave.
Dallas St.	Parker Ave.
Dallas St.	Pennsylvania Ave.
Dallas St.	Taylor Ave.
Dallas St.	Washington Ave.
Dalton Dr.	Lanham St.
Dalton Dr.	Noel Ave.
Dartmouth Dr.	Culpeper Dr.
Dartmouth Dr.	Lanham St.
Daventry Rd.	Castleford Rd.
Daventry Rd.	Lancashire Rd.
Davies Ct.	Brown Heart Ln.
Davis Ave.	Adams St.
Davis Ave.	Carver St.
Davis Ave.	Lamesa Rd.
Davis Ave.	Lee St.
Dawn Cir. (both intersections)	Haynes Ave.
Daybreak Way	Moroni St.
Daybreak Way	Ojibwa
Daybreak Way	Ridge View St.
Daybreak Way	Sunrise Way
Deauville Blvd.	Avalon Dr.
Deauville Blvd.	Loop 250 Southbound Frontage Rd.
Deauville Blvd.	Tradewinds Blvd.
Debbie Cv.	Fredna Pl.
Deeanna Ln.	Crowley Blvd.
Deeanna Ln.	Hereford Blvd.
Deer Run Ave.	Hilltop Dr.
Deer Run Ave.	Riverside Dr.
Delaney	Val Verde Dr.
Delano Ave.	E. Circle Dr.
Delano Ave.	Holly Dr.
Delano Ave.	Powell St.
Delano Ave.	Roosevelt Dr.
Delano Ave.	Tanner Dr.
Dellwood St.	Baumann Ave.
Dellwood St.	Kansas Ave.
Delmar Dr.	Leddy Dr.
Delmar Dr.	Cuthbert Ave.
Delmar Dr.(northbound only)	Lockheed Ave.
Delmar St.	Storey Ave.
Dengar Ave.	Barber St.
Dengar Ave.	Edwards St.
Dengar Ave.	"I" St.
Dengar Ave.	Lanham St.
Dengar Ave.	Loma Dr.
Dengar Ave.	Main St.
Dengar Ave.	Mark Ln.
Dengar Ave.	Neely Ave.
Dengar Ave.	Pecos St.

ON	AT
Dengar Ave.	Tarleton St.
Dengar Ave.	Ward St.
Dengar Ave.	Whitney Dr.
Dengar Ave.	Wydewood Dr.
Dentcrest Dr.	Tremont Ave.
Dentcrest Dr.	Whittle Way
Dentcrest Dr. (southern most intersection)	Whittle Way
Dentcrest Dr.	Wydewood Dr.
Denton St.	Bedford Ave.
Denton St.	Cuthbert Ave.
Denton St.	Douglas Ave.
Desert Rose Dr. (both intersections)	Stonebridge Dr.
Desert Rose Dr.	Torrey Vista Dr.
Desta Dr. (both intersections)	Smith Rd.
Devlin Pl.	Crowley Blvd.
Devonian Dr.	Cedar Spring Rd.
Devonian Dr.	Monty Dr.
Devonian Dr.	Raymond Rd.
Devonian Dr.	Tanner Dr.
Devonshire Ct.	Richmond Dr.
Dewberry Dr.	Leisure Dr.
Dogwood Ct.	Driftwood Dr.
Donald St.	Illinois Ave.
Donald St.	Wall St.
Donald St.	Willeys Ave.
Dora Pl.	Neely Ave.
Dormard Ave.	Boardwalk
Dormard Ave.	Edwards St.
Dormard Ave.	Loma Ave.
Dormard Ave.	Main St.
Dormard Ave.	Pecos St.
Dorsey Ave.	Loma Dr.
Dorsey Ave.	Pecos St.
Douglas Ave.	Alpine St.
Douglas Ave.	Austin St.
Douglas Ave.	“B” St.
Douglas Dr.	Boeing Dr.
Douglas Dr.	Cessna Dr.
Douglas Dr.	Culver Dr.
Douglas Ave.	“D” St.
Douglas Ave.	Delmar Ave.
Douglas Ave.	“H” St.
Douglas Ave.	“J” St.
Douglas Ave.	“L” St.
Douglas Ave.	McDonald St.
Douglas Ave.	“N” St.
Douglas Ave.	Northrup Dr.
Douglas Ave.	Tarleton St.
Douglas Ave.	Upland St.
Douglas Ave.	Ward St.

ON	AT
Douglas Ave.	Whitney Dr.
Douglas Ave.	Woodcrest Dr.
Dowdle Dr.	Neely Ave.
Dowdle Dr.	Ventura Ave.
Downing Ave.	Norwood St.
Downing Ave.	Stratton Dr.
Drexel Ct.	Heritage Blvd.
Dukes Dr.	Polo Pkwy.
Dunbar St.	Cuthbert Ave.
Dunbar St.	Willingham Dr.
Dunblane Dr.	Dumfries Rd.
Dunblane Dr.	Trobaugh Blvd.
Dunkirk St.	Downing Ave.
Dunkirk St.	Lehigh Dr.
Dunraven Ct.	Deer Run Ave.
Durant Dr.	Maxwell Dr.
Durant Dr.	Ward St.
Durant Dr.	Whitney Dr.
Dyer Cir.	Haynes Ave.
“E” St.	College Ave.
“E” St.	Indiana Ave.
“E” St.	Missouri Ave.
“E” St.	Washington Ave.
E. Broadway St.	Cuthbert Ave.
E. Broadway St.	Harvard Ave.
E. Broadway St.	Louisiana Ave.
E. Broadway St.	Michigan Ave.
E. Broadway St.	Storey Ave.
E. Circle Dr.	Delano Ave.
E. Industrial Loop	Industrial Ave.
Earhart Dr. (both intersections)	La Force Blvd.
Edgewood Dr.	Monty Dr.
Eastview Dr.	Bluebird Ln. (northbound)
Eastwood Dr.	Ric Dr.
Eastwood Dr.	Storey Ave.
Edgebrook Dr./Ct.	Rockwood Dr.
Edgebrook Dr./Pl.	Valwood Dr.
Edgemont Dr.	Tremont Ave.
Edgemont Dr.	Whittle Way
Edgewood Dr.	Cuthbert Ave.
Edgewood Dr.	Dewberry Dr.
Edgewood Dr.	Eisenhower Dr.
Edgewood Dr.	Glenwood Dr.
Edinburgh Dr.	Dumfries Rd.
Edinburgh Dr.	Trobaugh Blvd.
Edwards St.	Cedar Ave.
Edwards St.	Cuthbert Ave.
Edwards St.	Dormard Ave.
Edwards St.	Golf Course Rd.
Edwards St.	Mississippi Ave.

ON	AT
Edwards St.	Oak Ave.
Edwards St.	Parker Ave.
Edwards St.	Pecan Ave.
Edwards St.	Pine Ave.
Edwards St.	Shandon Ave.
Edwards St.	Spruce Ave.
Eisenhower Dr.	Anetta Dr.
Eisenhower Dr.	Comanche Dr.
Eisenhower Dr.	Edgewood Dr.
Eisenhower Dr.	Graceland Dr.
Elizabeth Ave.	Baldwin St.
Elizabeth Ave.	Carlton St.
Elizabeth Ave.	Clark St.
Elizabeth Ave.	Key St.
Elizabeth Ave.	Mann St.
Elk Ave.	"B" St.
Elm Ave.	Barber St.
Elm Ave.	Edwards St.
Elm Ave.	Main St.
Elma Dr.	Aspen Dr.
Elma Dr.	Whittle Way
Elma Dr.	Wydewood Dr.
Emerson Dr. / Ct.	Lanham St.
Emerson Dr.	Ward St.
Emerson Ln.	Ward St.
Emerson Pl.	Whitney Dr.
English Dr.	Benton St.
English Dr.	Golf Course Rd.
Erie Dr.	Devonian Dr.
Erie Dr.	Eisenhower Dr.
Erie Dr.	Graceland Dr.
Erie Dr.	Meadow Dr.
Escondido	Frio Dr.
Estes Ave.	Carver St.
Estes Ave.	Colorado St.
Estes Ave.	Dallas St.
Estes Ave.	Jackson St.
Estes Ave.	Main St.
Estes Ave.	Marienfeld St.
Estes Ave.	Pecos St.
Estes Ave.	Whitaker St.
Eugene Ave.	Marienfeld St.
Everglade Ave.	Lindora Way
Everglade Ave.	Wydewood Dr.
Evergreen Ave.	Avalon Dr.
Evergreen Ave.	Golden Gate Dr.
Executive Ct.	Island Dr.
Exeter Ave.	Ward St.
"F" St.	College Ave.
"F" St.	Cuthbert Ave.

ON	AT
"F" St.	Indiana Ave.
"F" St.	Kentucky Ave.
"F" St.	Louisiana Ave.
"F" St.	Michigan Ave.
"F" St.	Missouri Ave.
Fairbanks Dr.	Mark Ln.
Fairfax Ct.	Ward St.
Fairfield Ln.	Mayfield Pl.
Fairfield Ln.	Whitman Dr.
Fairgate Dr.	Mark Ln.
Fairgrounds Rd.	Mockingbird Ln.
Fairgrounds Service Rd.	Rattler Ln.
Fairhaven Ct.	Whittle Way
Fairmont Dr.	Anetta Dr.
Fairmont Dr.	Waverly Dr.
Fairview Ln.	Castleford Rd.
Fairview Ln.	Chapel Hill Dr.
Fairview Ln.	Keswick Rd.
Fairwood Dr./Ct.	Rockwood Dr.
Fairwood Dr./Pl.	Valwood Dr.
Falcon Pl.	Concho Dr.
Fall Creek	Sandstone Dr.
Fannin Ave.	Dengar Ave.
Fannin Ave.	Lanham St.
Fannin Ave.	Mark Ln.
Fannin Ave.	McDonald Dr.
Fannin Ave.	Mogford St.
Fannin Ave.	Rees Ln.
Fannin Ave.	Tarleton St.
Fannin Ave.	Ward St.
Fannin Ave.	Whitney Dr.
Fargo Ave.	Boulder Dr.
Fargo Ave.	Norwood St.
Fargo Ave.	Stillmeadow Dr.
Fasken Dr.	Anetta Dr.
Fern Ave.	Avalon Dr.
Fern Ave.	Golden Gate Dr.
Fieldcrest Ln.	Northfield Dr.
Fieldcrest Ln.	Woodhaven Dr.
Fielder St.	Crestgate Ave.
Fields Pl.	Keswick Rd.
Fiesta Ave.	Edwards St.
Fisher St.	Francis Ave.
Flare Ct.	Lanham St.
Flatland Ct.	Brush Dr.
Flicker Dr.	Sparhawk Dr.
Floyd Ct.	Trevino St.
Fort Worth St.	California Ave.
Fort Worth St.	Cuthbert Ave.
Fort Worth St.	Gist Ave. (northbound)

ON	AT
Fort Worth St.	Golf Course Rd.
Fort Worth St.	Hicks Ave.
Fort Worth St.	Indiana Ave.
Fort Worth St.	Kentucky Ave.
Fort Worth St.	Longview Ave. (northbound)
Fort Worth St.	Louisiana Ave.
Fort Worth St.	Michigan Ave.
Fort Worth St.	Mississippi Ave.
Fort Worth St.	New Jersey Ave.
Fort Worth St.	New York Ave.
Fort Worth St.	Parker Ave.
Fort Worth St.	Peck Ave. (southbound)
Fort Worth St.	Pennsylvania Ave.
Fort Worth St.	Stokes Ave. (northbound)
Fort Worth St.	Stokes Ave. (southbound)
Fort Worth St.	Summit Ave. (northbound)
Fort Worth St.	Summit Ave. (southbound)
Fort Worth St.	Taylor Ave.
Fort Worth St.	Washington Ave.
Fort Worth St.	Wolcott Ave. (northbound)
Fort Worth St.	Wolcott Ave. (southbound)
Fortitude Ct.	Patriot Pkwy.
Founders Rd.	Commonwealth Rd.
Founders Rd.	Patriot Pkwy.
Fox Hollow Ct.	Greenbriar Dr.
Foxboro Ct.	Meadowpark Dr.
Francis Ave.	Baird St.
Francis Ave.	Belmont St.
Francis Ave.	Camp Dr.
Francis Ave.	Colorado St.
Francis Ave.	Main St.
Franklin Ave.	Crestview Rd.
Franklin Ave.	E. Circle Dr.
Franklin Ave.	Kelly St.
Franklin Ave.	Powell St.
Franklin Ave.	Williams St.
Fredna Pl.	Dengar Ave.
Fredna Pl.	Neely Ave.
Freeport Ln.	Nassau Dr.
Freeport Ln.	Shell Ave.
Friar Tuck Ct.	Widener Strp.
Friendship	Brush
Fringewood Dr.	Homestead Blvd.
Frontier Dr.	Fannin Ave.
Frontier Dr.	Lanham St.
Frontier Dr.	Ward St.
Frontier Dr.	Whitney Dr.
“G” St.	Bedford Ave.
“G” St.	Community Ave.
“G” St.	Cuthbert Ave.

ON	AT
"G" St.	Douglas Ave.
"G" St.	Golf Course Rd.
"G" St.	Harvard Ave.
"G" St.	Industrial Ave.
"G" St.	Louisiana Ave.
"G" St.	Michigan Ave.
"G" St.	Missouri Ave.
Gallop Ct.	San Francisco Ave.
Garden Ln.	Dallas St.
Garden Ln.	Fairgrounds Rd.
Garden Ln.	Fort Worth St.
Garden Ln.	Terrell St.
Garden Ln.	Tilden St.
Garfield St.	Bluebird Ln.
Garfield St.	Carter Ave.
Garrett Dr.	Navasota Dr.
Gaston Dr.	Delano Ave.
Gaston Dr.	Godfrey St.
Gaston Dr.	Monty Dr.
Gaston Dr.	Raymond Rd.
Gateway St.	Caldera Blvd.
George Ave.	Marienfeld St.
George Ave.	Pecos St.
George Yard Ct. / Ln.	Deer Run Ave.
Geraldine St.	Gulf Ave.
Geraldine St.	Neely Ave.
Geraldine St.	Shell Ave.
Gist Ave.	E. Industrial Loop
Gist Ave.	Main St.
Gist Ave.	Terrell St.
Gladewood Dr.	Homestead Blvd.
Gladewood Dr.	Prairie Ridge Dr.
Gladiola Ave.	Avalon Dr.
Gladiola Ave.	Golden Gate Dr.
Glasgow Dr.	Dumfries Rd.
Glasgow Dr.	Trobaugh Blvd.
Glen Mist Dr.	Fringewood Dr.
Glen Mist Dr.	Gladewood Dr.
Gleneagles Ct.	Greenbriar Dr.
Gleneagles Dr.	Greenbriar Dr.
Gleneagles Dr.	Mark Ln.
Glenwood Dr.	Edgewood Dr.
Glenwood Dr.	Leisure Dr.
Goddard Dr. / Ct.	Lanham St.
Goddard Dr.	Ward St.
Goddard Pl.	Meadowbrook Dr.
Goddard Pl.	Whitney Dr.
Godfrey St.	Avondale Dr.
Godfrey Ct.	Godfrey St.
Godfrey St.	Cuthbert Ave.

ON	AT
Godfrey St.	Douglas Ave.
Godfrey St.	Haynes Ave.
Godfrey St.	Louisiana Ave.
Godfrey St.	Neely Ave.
Godfrey St.	Northfield Dr.
Godfrey St.	Roosevelt Ave.
Godfrey St.	Shandon Ave.
Godfrey St.	St. Andrews Dr.
Godfrey St.	Tanner Dr.
Golden Gate Dr.	Briarwood Ave.
Golf Course Rd.	Elkins Rd.
Golf Course Rd.	Main St.
Golf Course Rd.(westbound)	Scharbauer Dr.
Goliad Dr.	Crockett Ave.
Goliad Dr.	Cuthbert Ave.
Goliad Dr.	Ric Dr.
Goode St.	Carter Ave.
Goode St.	Francis Ave.
Goode St.	Montgomery Ave.
Gossett St.	Indiana Ave.
Gossett St.	Missouri Ave.
Graceland Dr.	Beal Pkwy.
Graceland Dr.	Bentwood Dr.
Graceland Dr.	Eisenhower Dr.
Graham Dr.	Palmer Dr.
Grassland Blvd.	Crowley Blvd.
Grassland Blvd.	W. Heritage Blvd.
Greathouse Ave.	Brown Heart Ln.
Greathouse Ave.	Hilltop Dr.
Greathouse Ave.	Mathis St.
Greathouse Ave.	Spence Dr.
Greenbriar Ave.	Hyde Park Ave.
Greenbriar Dr.	Radcliff Ct.
Greenbriar Dr.	Springfield Ct.
Greenbriar Dr.	St. Andrews Dr.
Greenridge	Heritage Blvd.
Greenville Dr.	Valwood Dr.
Griffin Ave.	Colorado St.
Griffin Ave.	Dallas St.
Griffin Ave.	Fort Worth St.
Griffin Ave.	Goode St.
Griffin Ave.	Johnston St.
Griffin Ave.	Main St.
Griffin Ave.	Terrell St.
Griffin Ave.	Weatherford St.
Griffith Ct. / Dr.	Candlestick Dr. / Nolan Ryan Dr.
Griffith Dr.	Deauville Blvd.
Guadalupe St.	Frio Dr.
Guadalupe St.	Los Patios Dr.
Guadalupe St.	Rio Grande Ave.

ON	AT
Guadalupe St.	San Saba Ct.
Gulf Ave.	Cessna Dr.
Gulf Ave.	Culver Dr.
Gulf Ave.	“D” St.
Gulf Ave.	Godfrey St.
Gulf Ave.	Hughes St.
Gulf Ave.	Huntington St.
Gulf Ave.	“I” St.
Gulf Ave.	“L” St.
Gulf Ave.	Lanham St.
Gulf Ave.	McDonald Dr.
Gulf Ave.	Mark Ln.
Gulf Ave.	Mogford St.
Gulf Ave.	“N” St.
Gulf Ave.	Northrup Dr.
Gulf Ave.	Tarleton Dr.
Gulf Ave.	Ward St.
Gulf Ave.	Whitney Dr.
Gulf Ave.	Winfield Rd.
“H” St.	Bedford Dr.
“H” St.	College Ave.
“H” St.	Golf Course Rd.
“H” St.	Humble Ave.
“H” St.	Indiana Ave.
“H” St.	Michigan Ave.
“H” St.	Missouri Ave.
“H” St.	Neely Ave.
“H” St.	Ohio Ave.
“H” St.	Princeton Ave.
“H” St.	Tennessee Ave.
“H” St.	Washington Ave.
Hackberry Ct.	Teakwood Trace
Hagen Ct.	Beal Pkwy.
Half Moon Cir.	Riverside Dr.
Hall of Fame Blvd.	Arlington Rd.
Hall of Fame Blvd.	Avalon Dr.
Hall of Fame Blvd.	Riverfront Dr. / Shea Ln.
Hall of Fame Blvd.	Victory Pkwy.
Hamby Ave.	Carver St.
Hamby Ave.	Edwards St.
Hamby Ave.	Ft. Worth St.
Hamby Ave.	Jackson St.
Hamby Ave.	Main St.
Hamby Ave.	Marienfeld St.
Hamby Ave.	Tyler St.
Harlowe Dr.	Devonian Dr.
Harlowe Dr.	Mercedes Dr.
Harlowe Dr.	Monty Dr.
Harmony Dr.	Baumann Ave.
Harmony Dr.	Kansas Ave.

ON	AT
Hart Ave.	Main St.
Hart Ave.	Marienfeld St.
Harvard Ave.	Cessna Dr.
Harvard Ave.	"D" St.
Harvard Ave.	Delmar St.
Harvard Ave.	"H" St.
Harvard Ave.	Idlewilde Dr.
Harvard Ave.	"L" St.
Harvard Ave.	Lanham St.
Harvard Ave.	Maberry St.
Harvard Ave.	"N" St.
Harvard Ave.	Whitney Dr.
Harvard Ave.	Woodcrest Dr.
Harvest Rain Ct.	Moroni St.
Harvest Rain St.	Ojibwa St.
Harvest Rain St.	Ridge View St.
Harvest Rain St.	Valley View St.
Hathaway Ct.	Heritage Blvd.
Haynes Ave.	Godfrey St.
Haynes Ave.	Lanham St.
Haynes Ave.	Norwood St.
Haynes Ave.	Skyline Dr.
Haynes Ave.	Ward St.
Haynes Dr.	Ward St.
Haynes Dr.	Whitney Dr.
Haywood Dr.	Prairie Ridge Dr.
Heartland Ave.	Hereford Blvd.
Heartland Ave./Ct.	Heritage Blvd.
Heather Rd.	Castleford Rd. (both intersections)
Henderson St.	Rochester St.
Hereford Blvd.	Crowley Blvd.
Hereford Blvd.	Grassland Blvd.
Heritage Blvd.	Crowley Blvd.
Heritage Blvd.	Grassland Blvd.
Heritage Blvd.	Heartland Ave./Ct.
Heritage Blvd.	Highland Blvd.
Heritage Oak Dr.	Frio Dr.
Hernandez Ave.	Holdridge Rd.
Hickory Ave.	Benton St.
Hickory Ave.	Edwards St.
Hickory Ave.	Lincoln St.
Hickory Ave.	Tyler St.
Hicks Ave.	Camp St.
Hicks Ave.	Jefferson St.
Hicks Ave.	Johnston St.
Hicks Ave.	Main St.
Hicks Ave.	Moran St.
Hicks Ave.	Terrell St.
Highland Blvd.	Heritage Blvd.
Highsky Dr.	Hyde Park Ave.

ON	AT
Hill Ave.	Crestview Rd.
Hill Ave.	Holly Dr.
Hillcrest Ct.	Hereford Pl.
Hillcrest Ct.	Heritage Blvd.
Hillsboro Ct.	Meadowpark Dr.
Hilltop Dr.	Oriole Dr.
Hilltop Dr.	Riverside Dr.
Hodges St.	Community Ln.
Hodges St.	Neely Ave.
Hogan Ct.	Trevino St.
Hollandale Dr.	Carver St.
Hollandale Dr.	Parkway Dr.
Hollie Brook Pl.	Fairfield Ln.
Holloway Ave.	Clark St.
Holloway Ave.	"G" St.
Holloway Ave.	"H" St.
Holloway Ave.	Indiana Ave.
Holly Dr.	Raymond Rd.
Holly Dr.	Travis Ave.
Holmsley St.	Marienfeld St.
Holmsley St.	Pecos St.
Homeland Ct. / Dr.	Homestead Blvd.
Homestead Blvd.	Hereford Blvd.
Homestead Ct.	Homestead Blvd.
Honeysuckle Ln.	Corral Dr.
Honeysuckle Ln.	Lone Star Ln.
Hopi Ct.	Washita
Houston Ave.	Lee St.
Houston Ave.	Madison St.
Houston Ave.	Tyler St.
Howard Dr.(both intersections)	Raymond Rd.
Hoya Dr.	Rainbow Rd.
Hoya Dr.	Sunshine Pkwy.
Hudson Ave.	Pecan Ave.
Hughes St.	Fannin Ave.
Hughes St.	Neely Ave.
Humble Ave.	Cessna Dr.
Humble Ave.	Godfrey St.
Humble Ave.	Huntington St.
Humble Ave.	"I" St.
Humble Ave.	"L" St.
Humble Ave.	Lanham St.
Humble Ave.	Main St.
Humble Ave.	Mark Ln.
Humble Ave.	McDonald St.
Humble Ave.	"N" St.
Humble Ave.	Tarleton St.
Humble Ave.	Upland St.
Humble Ave.	Western Dr.
Huntington St.	Neely Ave.

ON	AT
Hyde Park Ave.	Ferncliff Ave.
Hyde Park Ave.	Godfrey St.
Hyde Park Ave.	Greenbriar Dr.
Hyde Park Ave.	Tarleton St.
“I” St.	Cimmaron Ave.
“I” St.	College Ave.
“I” St.	Golf Course Rd.
“I” St.	Holloway Ave.
“I” St.	Indiana Ave.
“I” St.	Kentucky Ave.
“I” St.	Missouri Ave.
“I” St.	Neely Ave.
“I” St.	Washington Ave.
I-20 N. Frontage Rd.	Midkiff Rd.
I-20 S. Frontage Rd.	Midkiff Rd.
Idlewilde Dr.	Cuthbert Ave.
Idlewilde Dr.	Preston Dr.
Idlewilde Dr.	Ric Dr.
Idlewilde Dr.	Storey Ave.
Idlewilde Dr.	Sunshine Pkwy.
Illinois Ave.	Carver St.
Illinois Ave.	Lee St.
Illinois Ave.	Terrell St.
Illinois Ave.	Thomason Dr.
Imperial Ave.	Cimmaron Ave.
Imperial Ave.	Godfrey St.
Imperial Ave.	Tarlton St.
Independence	Chuck Wagon
Indiana Ave.	Carlton St.
Indiana Ave.	Carver St.
Indiana Ave.	“G” St.
Indiana Ave.	“L” St.
Indiana Ave.	Lee St.
Indiana Ave.	Marienfeld St.
Indigo Sky Ct.	Daybreak Way
Industrial Ave.	Carver St.
Industrial Ave.	Lee St.
Industrial Ave.	Main St.
Industrial Ave.	Marienfeld St.
Inwood Ct.	Ward St.
Ironwood Dr.	Homestead Blvd.
Ironwood Dr.	Mosswood Dr.
Irwin Ct.	Crenshaw Dr.
Island Dr.	Greentree Blvd.
Island Dr.	Island Cir./Dr.
Island Dr. (northbound)	Island Cir./Dr.
Island Dr.	Rustic Tr.
“J” St.	College Ave.
“J” St.	Community Ave.
“J” St.	Golf Course Rd.

ON	AT
"J" St.	Harvard Ave.
"J" St.	Holloway Ave.
"J" St.	Kentucky Ave.
"J" St.	Missouri Ave.
"J" St.	Washington Ave.
Jackson St.	Cherry Ln.
Jackson St.	Chestnut Ave.
Jackson St.	Cuthbert Ave.
Jackson St.	Garden Ln.
Jackson St.	Golf Course Rd.
Jackson St.	Illinois Ave.
Jackson St.	Indiana Ave.
Jackson St.	Jax Ave.
Jackson St.	Kentucky Ave.
Jackson St.	New York Ave.
Jackson St.	Nobles Ave.
Jackson St.	Parker Ave.
Jackson St.	Pennsylvania Ave.
Jackson St.	Texas Ave.
Jackson St.	Wall St.
Jackson St.	Walnut Ln.
Jackson St.	Washington Ave.
Jacotte Cir. (both intersections)	Golf Course Rd.
Jadewood Dr.	Homestead Blvd.
Jax Ave.	Carver St.
Jax Ave.	Fort Worth St.
Jax Ave.	Main St.
Jax Ave.	Marienfeld St.
Jax Ave.	Terrell St.
Jax Ave.	Tilden St.
Jefferson St.	California Ave.
Jefferson St.	Gist Ave.
Jefferson St.	Indiana Ave.
Jefferson St.	Kentucky Ave.
Jefferson St.	New Jersey Ave.
Jefferson St.	New York Ave.
Jefferson St.	Pennsylvania Ave.
Jefferson St.	Wall St.
Jefferson St.	Washington Ave.
Jesse St.	Illinois Ave.
Jesse St.	Texas Ave.
Jesse St.	Wall St.
Johnston St.	Carter Ave.
Johnston St.	Francis Ave.
Johnston St.	Industrial Ave.
Johnston St.	Montgomery Ave.
Jordan Ave.	Godfrey Ct.
Jordan Ave.	Wedgewood St.
Joy Dr.	Bentwood Dr.
July Fourth Rd.	Colony Rd.

ON	AT
July Fourth Rd.	Vanguard Rd.
July Fourth Rd.	Victory Pkwy.
Juniper Ct.	Teakwood Trace
"K" St.	Carter Ave.
"K" St.	College Ave.
"K" St.	Community Ln.
"K" St.	Cuthbert Ave.
"K" St.	Francis Ave.
"K" St.	Golf Course Rd.
"K" St.	Griffin Ave.
"K" St.	Holloway Ave.
"K" St.	Industrial Ave.
"K" St.	Missouri Ave.
"K" St.	Washington Ave.
Kanawha	Navajo
Kanawha	Pueblo
Kansas Ave.	Alpine St.
Kansas Ave.	Baird St.
Kansas Ave.	E. Broadway
Kansas Ave.	"C" St.
Kansas Ave.	Carrizo St.
Kansas Ave.	"D" St.
Kansas Ave.	Delmar St.
Kansas Ave.	"F" St.
Kansas Ave.	Fort Worth St.
Kansas Ave.	"G" St.
Kansas Ave.	Godfrey St.
Kansas Ave.	McDonald St.
Kansas Ave.	Main St.
Kansas Ave.	Marienfeld St.
Kansas Ave.	Pecos St.
Kansas Ave.	Terrell St.
Kansas Ave.	W. Broadway
Keith St.	Cowden Ave.
Keith St.	Eugene Ave.
Keith St.	George Ave.
Keith St.	Hamby Ave.
Keith St.	Hart Ave.
Keith St.	Humble Ave.
Keith St.	Jax Ave.
Keith St.	Nobles Ave.
Keith St.	Parker Ave.
Kelly St.	Travis Ave.
Kensington Ln.	Polo Pkwy.
Kent St.	Kansas Ave.
Kent St.	Louisiana Ave.
Kent St.	Michigan Ave.
Kentucky Ave.	"B" St.
Kentucky Ave.	Bankhead Hwy.
Kentucky Ave.	Benton St.

ON	AT
Kentucky Ave.	"C" St.
Kentucky Ave.	Carver St.
Kentucky Ave.	Clark St.
Kentucky Ave.	Clay St.
Kentucky Ave.	"D" St.
Kentucky Ave.	"E" St.
Kentucky Ave.	"G" St.
Kentucky Ave.	"H" St.
Kentucky Ave.	"K" St.
Kentucky Ave.	Lamesa Rd.
Kentucky Ave.	Lee St.
Kentucky Ave.	Lincoln St.
Kentucky Ave.	Main St.
Kentucky Ave.	Marienfeld St.
Kentucky Ave.	Pecos St.
Kentucky Ave.	Stonewall St.
Kentucky Ave.	Tilden St.
Kentucky Ave.	Tyler St.
Kentucky Ave.	Webster St.
Keri Ct.	Noel Ave.
Kerth St.	Ohio Ave.
Kessler Ave.	Crestview Rd.
Kessler Ave.	Powell St.
Keswick Rd.	Melville Dr.
Key St.	Brunson Ave.
Key St.	Kentucky Ave.
Key St.	Washington Ave.
Keystone Ct.	Gunnison Dr.
Kilyn Ct.	Beal Pkwy.
Kimbrough St.	Delano Ave.
King Kelly Ct.	Mac Dr.
King Richards Row	Oriole Dr.
Kingsboro Ct. (both intersections)	Meadowpark Dr.
Kingston Dr.	Southampton Ln.
Kingwood Ct.	Valwood Dr.
Kiowa Dr.	Eisenhower Dr.
Kirkwood Dr.	Homeland Dr.
Knights Pl.	Castleford Rd.
"L" St.	Bedford Dr.
"L" St.	Carter Ave.
"L" St.	Cimmaron Ave.
"L" St.	College Ave.
"L" St.	Community Ave.
"L" St.	Cuthbert Ave.
"L" St.	Holloway Ave.
"L" St.	Humble Ave.
"L" St.	Kentucky Ave.
"L" St.	Louisiana Ave.
"L" St.	Michigan Ave.
"L" St.	Missouri Ave.

ON	AT
"L" St.	Neely Ave.
"L" St.	Shell Ave.
"L" St.	Sinclair Ave.
"L" St.	Stanolind Ave.
"L" St.	Warwick Pl.
"L" St.	Washington Ave.
La Force Blvd.	Sloan Field Blvd.
La Jolla Cv.	Guadalupe St.
La Salle Cir.	Mark Ln.
Lamesa Rd.	Indiana Ave.
Lampasas Dr.	Heritage Oaks Dr.
Lancashire Rd.	Castleford Rd.
Lancashire Rd.	Polo Parkway
Landon Ct.	Blake Dr.
Lanham St.	Ainslee St.
Lanham St.	Cimmaron Ave.
Lanham St.	Cuthbert Ave.
Lanham St.	Dartmouth Dr.
Lanham St.	Fannin Ave.
Lanham St.	Haynes Ave.
Lanham St.	Kansas Ave.
Lanham St.	Louisiana Ave.
Lanham St.	Maxwell Dr.
Lanham St.	Neely Ave.
Lanham St.	Princeton Ave.
Lanham St.	Shandon Ave.
Lanham St.	Shell Ave.
Lanham St.	Storey Ave.
Lanham St.	Ward St.
Laughlin Ct.	Corral Dr.
Laura Dr.	Bentwood Dr.
Laura Dr.	Edgewood Dr.
Laura Dr.	Goliad Dr.
Lavaca Ave.	Conroe St.
Lavaca Ave.	Spence Dr.
Lawson Ave.	"H" St.
League Dr.	Crowley Blvd.
Learmont Dr.	Chapel Hill Dr.
Learmont Dr.	Keswick Rd.
Leatherwood Dr.	Honeysuckle Ln.
Leddy Dr.	Cedar Spring Dr.
Leddy Dr.	Edgewood Dr.
Leddy Dr.	Harlowe Dr.
Leddy Dr.	Mercedes Dr.
Lee St.	California Ave.
Lee St.	Garden Ln.
Lee St.	New York Ave.
Lee St.	South Ln.
Lee St.	Walnut Ln.
Legends Blvd.	Wagner St./Dr.

ON	AT
Lehigh Dr.	Norwood St.
Leisure Dr.	Beal Pkwy.
Leisure Dr.	Bentwood Dr.
Leisure Dr.	Eisenhower Dr.
Leisure Dr.	Tradewinds Blvd.
Lennox Dr.	Fargo Ave.
Lennox Dr.	Westminster Dr.
Lexington St.	Concord Ave.
Liberty Ct.	Beal Pkwy.
Liberty Dr.	Starboard Dr.
Liddon Ave.	Bryant St.
Liddon Ave.	Keith St.
Liddon Ave.	Marienfeld St.
Lincoln St.	California Ave.
Lincoln St.	Cherry Ln.
Lincoln St.	Garden Ln.
Lincoln St.	Illinois Ave.
Lincoln St.	Indiana Ave.
Lincoln St.	New York Ave.
Lincoln St.	Oak Ave.
Lincoln St.	Orchard Ln.
Lincoln St.	Pecan Ave.
Lincoln St.	Pennsylvania Ave.
Lincoln St.	Pine Ave.
Lincoln St.	Texas Ave.
Lincoln St.	Wall St.
Lincoln St.	Washington Ave.
Lincoln St.	Willeys Ave.
Lincoln Green Ct.	Widener Strp.
Lindbergh Dr.	Banks Dr.
Lindbergh Dr.	Windecker St.
Lindbergh Dr.	Wright Dr.
Lindora Way	Sinclair Ave.
Lindora Way	Sunshine Pkwy.
Little John Ln.	Sherwood Dr.
Livingston St.	Rio Grande Ave.
Llano Ct.	Barton Creek Rd.
Llano Ct.	Crowley Blvd.
Llano Ct.	Frio Dr.
Llano Ct.	Los Patios Dr.
Llano Ct.	Rio Grande Ave.
Lockheed Dr.	Ainslee St.
Lockheed Ave.	Alpine St.
Lockheed Dr.	Boeing Dr.
Lockheed Dr.	Cessna Dr.
Lockheed Dr.	Culver Dr.
Lockheed Ave.	Denton St.
Lockheed Dr.	Lanham St.
Lockheed Dr.	Murray St.
Lockheed Dr.	Northrup Dr.

ON	AT
Lockheed Dr.	Sparks St.
Lockheed Dr.	Ward St.
Lockheed Dr.	Whitney Dr.
Locksley Ct.	Yorkshire Dr.
Logan Ct.	Beal Pkwy.
Logan Creek Rd.	Cooper Creek Rd.
Logan Creek Rd.	Stonebridge Dr.
Loma Dr.	Alta Ave.
Loma Dr.	Neely Ave.
Loma Dr.	Pecan Ave.
Loma Vista St.	Orchard Ln.
London Ct.	Yorkshire Dr.
Lone Oak	Peregrine Hill
Lone Oak	Sherwood Dr.
Lone Star Ln.	Buffalo Gap
Lone Star Ln.	Occidental Pkwy.
Longhorn Ln.	Montero Ln.
Longview Ave.	Baird St. (eastbound)
Longview Ave.	Baird St. (westbound)
Longview Ave.	Terrell St. (eastbound)
Loop 250 E. Frontage Rd.	Industrial Ave.
Loraine St.	California Ave.
Loraine St.	Collins Ave.
Loraine St.	Cowden Ave.
Loraine St.	Cuthbert Ave.
Loraine St.	Dakota Ave.
Loraine St.	Francis Ave.
Loraine St.	Gist Ave.
Loraine St.	Griffin Ave.
Loraine St.	Hamby Ave.
Loraine St.	Hicks Ave.
Loraine St.	Jax Ave.
Loraine St.	Kansas Ave.
Loraine St.	Louisiana Ave.
Loraine St.	Michigan Ave.
Loraine St.	Missouri Ave.
Loraine St.	New Jersey Ave.
Loraine St.	New York Ave.
Loraine St.	Pennsylvania Ave.
Loraine St.	Texas Ave.
Loraine St.	Wall St.
Loraine St.	Washington Ave.
Los Alamitos Dr.	Lancashire Rd.
Los Alamitos Ct.	Los Alamitos Dr.
Los Conchos Ln.	Avalon Dr.
Los Padres Dr.	Carmel Ct.
Los Padres Dr.	Los Patios Dr.
Los Patios Dr.	Crowley Blvd.
Los Patios Dr.	Holiday Hill Rd.
Louisiana Ave.	Alpine St.

ON	AT
Louisiana Ave.	Delmar St.
Louisiana Ave.	Lamesa Rd.
Louisiana Ave.	Main St.
Louisiana Ave.	McDonald Dr.
Lumina Dr.	Sunrise Way
Lynn Ave.	Carver St.
Lynn Ave.	Cottonwood Ave.
Lynn Ave.	Jackson St.
Lynn Ave.	Tyler St.
McClintic St.	Community Ave.
McClintic St.	Neely Ave.
McClintic St.	Southgate St.
McDonald Dr.	Bedford Ave.
McDonald Dr.	Cedar Spring Dr.
McDonald Dr.	Cimmaron Ave.
McDonald Dr.	Cuthbert Ave.
McDonald Dr.	Gulf Ave.
McDonald Dr.	Neely Ave.
McDonald Dr.	Ohio Ave.
McDonald Dr.	Kansas Ave.
McDonald Dr.	Shell Ave.
McDonald Dr.	Spraberry Dr.
McDonald Dr.	Tanner Dr.
McDonald St.	Greenbriar Dr.
McGarvey St.	Kentucky Ave.
McKenzie St.	Carter Ave.
McKenzie St.	Francis Ave.
McKenzie St.	Griffin St.
McKenzie St.	Montgomery Ave.
McKenzie St.	New Jersey Ave.
McKenzie St.	Taylor Ave.
“M” St.	Brunson Ave.
“M” St.	College Ave.
“M” St.	Holloway Ave.
“M” St.	Indiana Ave.
“M” St.	Kentucky Ave.
“M” St.	Louisiana Ave.
“M” St.	Michigan Ave.
“M” St.	Missouri Ave.
“M” St.	Ohio Ave.
“M” St.	Washington Ave.
Maberry St.	Cimmaron Ave.
Maberry St.	Country Club Dr.
Maberry St.	Cuthbert Ave.
Maberry St.	Fannin Ave.
Maberry St.	Frontier Dr.
Maberry St.	Kansas Ave.
Maberry St.	Neely Ave.
Maberry St.	Sinclair Ave.
Maberry St.	Storey Ave.

ON	AT
Mac Dr.	Mile High Ln.
Mac Dr.	Spahn St.
Madison St.	California Ave.
Madison St.	Garden Ln.
Madison St.	Illinois Ave.
Madison St.	Indiana Ave.
Madison St.	Industrial Ave.
Madison St.	Kentucky Ave.
Madison St.	New York Ave.
Madison St.	South Ln.
Madison St.	Wall St.
Madison St.	Walnut Ln.
Magnolia Ave.	Benton St.
Magnolia Ave.	Butternut Ln.
Magnolia Ave.	Edwards St.
Magnolia Ave.	Lincoln St.
Magnolia Ave.	Peterson St.
Maid Marian Ct.	Sherwood Dr.
Main St.	Cuthbert Ave.
Main St.	Gist Ave.
Main St.	Golf Course Rd.
Main St.	Scharbauer Dr.
MaMar Ave.	Cessna Dr.
Mann St.	Kentucky Ave.
Manor Ct.	Douglas Dr.
Manor St.	Cuthbert Ave.
Manor St.	Douglas Dr.
Manor St.	Storey Ave.
Maple Ave.	Benton St.
Maple Ave.	Butternut Ln.
Maple Ave.	Edwards St.
Maple Ave.	Lincoln St.
Maple Ave.	Peterson St.
Maple Ave.	Tyler St.
Marantha Pl.	Dengar Ave.
Mariana Ave.	Michigan Ave.
Mariana Ave.	Ohio Ave.
Mariana Ave.	Powell St.
Mariana Ave.	Roosevelt Ave.
Marienfeld St.	Carter Ave.
Marienfeld St.	Cowden Ave.
Marienfeld St.	Cuthbert Ave.
Marienfeld St.	Dakota Ave.
Marienfeld St.	Louisiana Ave.
Marienfeld St.	Michigan Ave.
Marienfeld St.	Missouri Ave.
Marienfeld St.	Nobles Ave.
Marienfeld St.	Ohio Ave.
Marienfeld St.	Parker Ave.
Mark Ln.	Dengar Ave.

ON	AT
Mark Ln.	Neely Ave.
Mark Ln.	Sinclair Ave.
Mark Ln.	St. Andrews Dr.
Mark Ln.	Whittle Way
Market St.	I-20 N. Frontage Rd.
Market St.	Industrial Ave.
Marmon Dr.	Maxwell Dr.
Marmon Dr.	Ward St.
Marmon Dr.	Whitney Dr.
Marshall St.	California Ave.
Marshall St.	Gist Ave.
Marshall St.	Hicks Ave.
Marshall St.	Indiana Ave.
Marshall St.	Kentucky Ave.
Marshall St.	New York Ave.
Marshall St.	Pennsylvania Ave.
Marshall St.	Texas Ave.
Marshall St.	Wall St.
Marshall St.	Washington Ave.
Mathis St.	Briarwood Ave.
Mathis St.	Canadian Ave.
Mathis St.	Spence Dr.
Maverick Ln.	Cattleman Dr.
Maverick Ln.	Cowboy Dr.
Maxwell Dr.	Lanham St.
Maxwell Dr.	Ward St.
Maxwell Dr.	Whitney Dr.
Mayfield Pl.	Mockingbird Ln.
Meadow Dr.	Anetta Dr.
Meadow Dr.	Brookdale Dr.
Meadow Dr.	Comanche Dr.
Meadow Dr.	Erie Dr.
Meadow Dr.	Graceland Dr.
Meadow Dr.	Parkdale Dr.
Meadow Dr.	Pasadena Dr.
Meadow Dr.	Pleasant Dr.
Meadowbrook Dr.	Moss Ave.
Meadowlark Ln.	Oriole Dr.
Meadowridge Ln.	Arroyo Dr.
Meadowridge Ln.	Skyline Dr.
Meadowwood Ct.	Spring Meadow Ct.
Medina Dr.	Barton Creek Rd.
Medina Dr.	Sabine Dr.
Megan Ct.	Garrett Dr.
Mel Ott Ln.	Mile High Ln.
Mel Ott Ln.	Spahn St.
Melville Dr.	Bluebird Ln.
Melville Dr.	Faulkner Dr.
Memorial Ct.	Riverfront Dr.
Mercedes Dr.	Devonian Dr.

ON	AT
Mercedes Dr.	Eisenhower Dr.
Meredith Pl.	Concho Dr.
Merrill Dr.	Norwood St.
Merrill Dr. / Ct.	Stratton Dr.
Mesa Dr.	Storey Ave.
Mesquite Ln.	Jackson St.
Mesquite Ln.	Lee St.
Mesquite Ln.	Lincoln St.
Mesquite Ln.	Tyler St.
Metz Ct.	Ward St.
Metz Dr.	Ward St.
Metz Dr.	Whitney Dr.
Metz Pl.	Lanham St.
Michigan Ave.	Alpine St.
Michigan Ave.	Delmar St.
Michigan Ave.	Godfrey St.
Michigan Ave.	Kent St.
Michigan Ave.	Lamesa Rd.
Michigan Ave.	Main St.
Michigan Ave.	McDonald St.
Michigan Ave.	Powell St.
Michigan Ave.	Terrell St.
Midkiff Rd.	Bluebird Ln.
Midkiff Rd.	I-20 N. Frontage Rd.
Midkiff Rd.	I-20 S. Frontage Rd.
Midkiff Rd.	Mockingbird Ln.
Midland Dr.	U.S. 80 Service Rd.
Mile High Ln.	Wagner Dr.
Miller Dr.	Crenshaw Dr.
Miller Dr./Ct.	Trevino St.
Milltown Rd.	Cooper Creek Rd.
Milltown Rd.	Stonebridge Dr.
Mimosa Ct.	Rosewood Dr.
Mineola St.	California Ave.
Mineola St.	Gist Ave.
Mineola St.	Hicks Ave.
Mineola St.	Indiana Ave.
Mineola St.	Kentucky Ave.
Mineola St.	New Jersey Ave.
Mineola St.	New York Ave.
Mineola St.	Pennsylvania Ave.
Mineola St.	Texas Ave.
Mineola St.	Wall St.
Mineola St.	Washington Ave.
Minuteman Rd.	Anthem Rd.
Mission Ct.	Godfrey St.
Mississippi Ave.	Baird St.
Mississippi Ave.	Dallas St.
Mississippi Ave.	Terrell St.
Missouri Ave.	“A” St.

ON	AT
Missouri Ave.	Carver St.
Missouri Ave.	Colorado St.
Missouri Ave.	“G” St.
Missouri Ave.	Jefferson St.
Missouri Ave.	Lee St.
Missouri Ave.	Loraine St.
Missouri Ave.	Madison St.
Missouri Ave.	Main St.
Missouri Ave.	Marienfeld St.
Missouri Ave.	Marshall St.
Missouri Ave.	Mineola St.
Mitchell St.	Delano Ave.
Mitchell St.	Franklin Ave.
Mockingbird Ln.	“A” St.
Mockingbird Ln.	Avalon Dr.
Mockingbird Ln.	Fairgrounds Rd.
Mockingbird Ln.	Midkiff Rd.
Mockingbird Ln.	Oriole Dr.
Mogford St.	Cimmaron Ave.
Mogford St.	Cuthbert Ave.
Mogford St.	Dengar Ave.
Mogford St.	Fannin Ave.
Mogford St.	Humble Ave.
Mogford St.	Kansas Ave.
Mogford St.	Lockheed Dr.
Mogford St.	Louisiana Ave.
Mogford St.	Michigan Ave.
Mogford St.	Neely Ave.
Mogford St.	Princeton Ave.
Mogford St.	Shandon Ave.
Mogford St.	Shell Ave.
Mogford St.	Sinclair Ave.
Mogford St.	Storey Ave.
Montero Ln.	Avalon Dr.
Montgomery Ave.	Belmont St.
Montgomery Ave.	Camp St.
Montgomery Ave.	Main St.
Monty Dr.	Leddy Dr.
Monty Dr.	McDonald St.
Monty Dr.	Mercedes Dr.
Monty Dr.	Raymond Rd.
Moran St.	Carter Ave.
Moran St.	Collins St.
Moran St.	Dakota Ave.
Moran St.	Francis St.
Moran St.	Griffin Ave.
Moran St.	Industrial Ave.
Moran St.	Montgomery Ave.
Moran St.	New Jersey Ave.
Moran St.	Taylor Ave.

ON	AT
Morgan Way	English Dr.
Morgan Way	Golf Course Rd.
Moroni St.	Lumina Ct.
Moroni St.	Overshine Ln.
Moss Ave.	Ward St.
Moss Ave.	Whitney Dr.
Mosswood Dr.	Brandy Hill Rd.
Mosswood Dr.	Homestead Blvd.
Mulberry Ln.	Madison St.
Mulberry Ln.	San Andres Dr.
Murray St.	Princeton Ave.
Musial Way	Avalon Dr.
Musial Way	O'Rourke St.
"N" St.	Bedford Dr.
"N" St.	Brunson Ave.
"N" St.	Carter Ave.
"N" St.	College Ave.
"N" St.	Community Ln.
"N" St.	Country Club Dr.
"N" St.	Cuthbert Ave.
"N" St.	Harvard Ave.
"N" St.	Holloway Ave.
"N" St.	Humble Ave.
"N" St.	Indiana Ave.
"N" St.	Kentucky Ave.
"N" St.	Louisiana Ave.
"N" St.	Michigan Ave.
"N" St.	Missouri Ave.
"N" St.	Neely Ave.
"N" St.	New Jersey Ave.
"N" St.	Rhode Island Ave.
"N" St.	Seaboard Ave.
"N" St.	Sinclair Ave.
"N" St.	Southgate St.
"N" St.	Washington Ave.
Nash Ave.	Copus St.
Nash Ave.	Hudson Ave.
Nassau Ct.	Geraldine St.
Nassau Dr.	Geraldine St.
Nasworthy Pl.	Rio Grande Ave.
Navajo Rd.	Shawnee
Navasota Dr.	Frio Dr.
Navasota Dr.	Llano Ct.
Navasota Dr.	Oak Creek Dr.
Navasota Dr.	Pedernales Dr.
Navasota Dr.	Rio Grande Ave.
Navasota Dr.	Sabine Dr.
Neely Ave.	Godfrey St.
Neely Ave.	"I" St.
Neely Ave.	Tarleton St.

ON	AT
Neely Ave.	Ward St.
Neely Ave.	Whittle Way
Neely Ave.	Wydewood Dr.
Neely Ct.	Neely Ave.
Neely Service Rd.	Cumberland Dr.
Neely Service Rd.	"D" St.
Neely Service Rd.	Oaklawn Dr.
Nevan Ct.	Beal Pkwy.
New Jersey Ave.	Camp St.
New Jersey Ave.	Johnston St.
New Jersey Ave.	"L" St.
New Jersey Ave.	Main St.
New Jersey Ave.	Marshall St.
New Jersey Ave.	McKenzie St.
New Jersey Ave.	Terrell St.
New Jersey Ave.	Wayside Dr.
New York Ave.	Calhoun St.
New York Ave.	Carver St.
New York Ave.	Clay St.
New York Ave.	Industrial Ave.
New York Ave.	Main St.
New York Ave.	Marienfeld St.
New York Ave.	Tilden St.
Newcastle Dr.	Wellington Ct.
Nicklaus St.	Crenshaw Dr.
Nobles Ave.	Carver St.
Nobles Ave.	Edwards St.
Nobles Ave.	Main St.
Nobles Ave.	Pecos St.
Nobles Ave.	Tilden St.
Noel Ave.	Lanham St.
Noel Ave.	Ward St.
Nolan Ryan Dr.	Legends Blvd.
Norman	Bankhead Hwy.
Normandy Ln.	Polo Pkwy.
Normandy Ln.	Stoneleigh Dr.
North Service Rd.	Windecker St.
Northcrest Dr.	Hilltop Dr.
Northfield Ct.	Godfrey St.
Northfield Dr.	Godfrey St.
Northfield Dr.	Skyline Dr.
Northgate Ave.	Briarwood Ave.
Northgate Ave.	Northcrest Dr.
Northrup Dr.	Fannin Ave.
Northrup Dr.	Neely Ave.
Northrup Dr.	Princeton Dr.
Northrup Dr.	Sentinel Dr.
Northtown Ct.	Lanham St.
Northtown Pl.	Meadowbrook Dr.
Northtown Pl.	Whitney Dr.

ON	AT
Norwood St.	Lehigh Dr.
Norwood St.	St. Andrews Dr.
Nottingham Ln.	Sherwood Ln.
Nottingham Ln.	Widener Strp.
"O" St.	Missouri Ave.
Oak Ave.	Benton St.
Oak Ave.	Butternut Ln.
Oak Ave.	Main St.
Oak Valley Dr.	Greathouse Ave.
Oak Valley Dr.	Oriole St.
Oak Valley Dr.	Spence Dr.
Oaklawn Dr.	Neely Ave.
Oaklawn Dr.	Ventura Ave.
Oakmont Dr.	Tremont Ave.
Oakmont Dr.	Whittle Way
Oakridge Dr. / Ct.	Gateway St.
Ohio Ave.	Alpine St.
Ohio Ave.	Baird St.
Ohio Ave.	"C" St.
Ohio Ave.	Carrizo St.
Ohio Ave.	"D" St.
Ohio Ave.	Delmar St.
Ohio Ave.	"F" St.
Ohio Ave.	Fort Worth St.
Ohio Ave.	"G" St.
Ohio Ave.	Godfrey St.
Ohio Ave.	"L" St.
Ohio Ave.	Main St.
Ohio Ave.	Marienfeld St.
Ohio Ave.	Mineola St.
Ohio Ave.	"N" St.
Ohio Ave.	Powell St.
Ohio Ave.	Weatherford St.
Ojibwa St.	Daybreak Way
Ojibwa St.	Overshine Ln.
Ojibwa	Pueblo
Ojibwa	Tejas
Olympic Ct.	Candlestick Dr.
Onyx Dr.	Farm-to-Market Rd. 1788
Orchard Ln.	Carver St.
Orchard Ln.	Lee St.
Oriental Ave.	Ventnor Ave.
Oriole Dr.	Mockingbird Ln.
Oriole Dr.	Tanforan Ave.
Oriole Dr.	Teakwood Trc.
Osage St.	Spruce Ave.
Osprey Dr.	Beachwood St.
Osprey Dr.	Flicker Dr.
Overshine Ln.	Fairgrounds Rd.
Overshine Ln.	Harvest Rain St.

ON	AT
Overshine Ln.	Sunrise Way
Oxford St.	Ohio Ave.
Pacific Ave.	Boardwalk
Pacific Ave.	Carver St.
Pagewood Dr.	Prairie Ridge Dr.
Palmer Dr.	Nicklaus St.
Paradise Ln.	Island Dr.
Park Ln.	Holly Dr.
Parker Ave.	Carver St.
Parker Ave.	Main St.
Parker Ave.	Tilden St.
Parker Ave.	Tyler St.
Parkhurst Dr.	Fargo Ave.
Parkhurst Dr.	Westminster Dr.
Parkwood Dr.	Brownwood Dr.
Parton Way	Mayfield Pl.
Parton Way	Whitman Dr.
Partridge St.	Baron Dr.
Partridge St.	Tin Tr.
Pasadena Dr.	Eisenhower Dr.
Pasadena Dr.	Spraberry Dr.
Patman Pl.	Concho Dr.
Patrick Pl.	Mayfield Pl.
Patrick Pl.	Semper Fidelis
Patriot Pkwy.	Avalon Dr.
Peach St.	Kessler Ave.
Pebble Ct.	Bent Tree Tr.
Pecan Ave.	Cumberland Dr.
Pecan Ave.	"D" St.
Pecan Ave.	"I" St.
Pecan Ave.	"L" St.
Pecan Ave.	Main St.
Pecan Ave.	Oaklawn Dr.
Pecan Ave.	Pecos St.
Pecan Ave.	Tyler St.
Peck Ave.	Baird St. (westbound)
Peck Ave.	Terrell St. (eastbound)
Pecos St.	Boyd Ave.
Pecos St.	Cuthbert Ave.
Pecos St.	Dormard Ave.
Pecos St.	Indiana Ave.
Pecos St.	Industrial Ave.
Pecos St.	Liddon Ave.
Pecos St.	Louisiana Ave.
Pecos St.	Michigan Ave.
Pecos St.	Missouri Ave.
Pecos St.	Neely Ave.
Pecos St.	Ohio Ave.
Pecos St.	Spruce Ave.
Pecos St.	Storey Ave.

ON	AT
Pecos St.	Tennessee Ave.
Pedernales Dr.	Crowley Blvd.
Pedernales Dr.	Lampasas Dr.
Pedernales Dr.	Llano Ct.
Pedernales Dr.	Medina Dr.
Pedernales Dr.	San Saba Ave.
Pennsylvania Ave.	Atlanta St.
Pennsylvania Ave.	Baird St.
Pennsylvania Ave.	Benton St.
Pennsylvania Ave.	Camp St.
Pennsylvania Ave.	Carver St.
Pennsylvania Ave.	Clay St.
Pennsylvania Ave.	Jackson St.
Pennsylvania Ave.	Lamesa Rd.
Pennsylvania Ave.	Main St.
Pennsylvania Ave.	Marienfeld St.
Pennsylvania Ave.	Tilden St.
Pennsylvania Ave.	Tyler St.
Pentagon Rd.	Commonwealth Rd.
Peregrine Hill	Delaney
Permian Ct.	Manor St.
Peterson St.	Oak Ave.
Peterson St.	Pecan Ave.
Phillip Pl.	Preston Dr.
Pilot Ave.	La Force Blvd.
Pilot Ave.	Wright Dr.
Pimlico Dr.	Tattenham Corner
Pine Ave.	Cumberland Dr.
Pine Ave.	“I” St.
Pine Ave. (westbound only)	“L” St.
Pine Ave.	Loma Dr.
Pine Ave.	Main St.
Pine Ave.	Neely Ave.
Pine Ave.	Oaklawn Dr.
Pine Ave.	Pecos St.
Pine Ave.	Peterson St.
Pine Meadow Dr.	Meadowpark Dr.
Pinemont Dr.	Springmont Dr.
Pinemont Dr.	Tremont Ave.
Pinewood Ct.	Pine Meadow Dr.
Pinion Ct.	Sunburst Dr.
Placid Ct.	Manor St.
Player Ct.	Trevino St.
Plaza St.	E. Circle Dr.
Pleasant Dr.	Bentwood Dr.
Pleasant Dr.	Eisenhower Dr.
Pleasant Dr.	Raymond Rd.
Pleasant Dr.	Waverly Dr.
Pliska Dr.	North Service Rd.
Polo Club Dr.	Bluebird Ln.

ON	AT
Polo Club Dr.	Polo Pkwy.
Polo Parkway	Lancashire Dr.
Porterfield Rd.	Cooper Creek Rd.
Porterfield Rd.	Stonebridge Dr.
Potomac Pkwy.	Victory Pkwy.
Powell St.	Kansas Ave.
Powell St.	Louisiana Ave.
Powell St. (northern most intersection only)	Mariana Ave.
Prairie Rd.	Cattleman Dr.
Prairie Rd.	Cowboy Dr.
Prairie Ridge Dr.	Jadewood Dr.
Pratt St.	Carter Ave.
Pratt St.	Dakota Ave.
Pratt St.	Francis Ave.
Pratt St.	New Jersey St.
Pratt St.	Taylor Ave.
Preston Dr.	Aspen Dr.
Preston Dr.	Sunburst Dr.
Preston Dr.	Whittle Way
Preston Dr.	Wydewood Dr.
Princeton Ave.	Alpine St.
Princeton Ave.	Austin St.
Princeton Ave.	"B" St.
Princeton Ave.	Boeing Dr.
Princeton Ave.	Cessna Dr.
Princeton Ave.	"D" St.
Princeton Ave.	Delmar St.
Princeton Ave.	Denton St.
Princeton Ave.	"G" St
Princeton Ave.	Godfrey St.
Princeton Ave.	Idlewilde Dr.
Princeton Ave.	"J" St.
Princeton Ave.	"L" St.
Princeton Ave.	Maberry St.
Princeton Ave.	McDonald St.
Princeton Ave.	"N" St.
Princeton Ave.	Tarleton St.
Princeton Ave.	Ward St.
Princeton Ave.	Whitney Dr.
Princeton Ave.	Woodcrest Dr.
Purple Sage Trl.	Whitman Dr.
Pylant St.	Ohio Ave.
Queens Ct.	Sherwood Dr.
Quicksand Dr.	Mathis St.
Quicksand Dr.	Spence Dr.
Racquet Club Dr.	Cimmaron Dr.
Racquet Club Dr.	Neely Ave.
Radcliff Ct.	Greenbriar Dr.
Railea Ct.	Beal Pkwy.
Rainbow Rd.	Idlewilde Dr.

ON	AT
Rainbow Rd.	Sunburst Dr.
Ranch Ave.	Tin Tr.
Ranch Hand Dr.	Maverick Ln.
Randolph Ln.	Cowboy Dr.
Randolph Ln.	Ranch Hand Dr.
Rangers Ct.	Candlestick Dr.
Raymond Rd.	Anetta Dr.
Raymond Rd. (southernmost intersection)	Canyon Dr.
Reading Ave.	Stratton Dr.
Rebel Dr.	Cimmaron Ave.
Rebel Dr.	Godfrey St.
Red River Ln.	Cattleman Dr.
Red River Ln.	Cowboy Dr.
Redbud Ct.	Randolph Ln.
Redwood Run	Teakwood Trc.
Rees Ln.	Dengar Ave.
Rees Ln.	Neely Ave.
Reeves Cir.	Anetta Dr.
Regal Pl.	Everglade Ave.
Reo Dr.	Auburn Dr.
Republic Dr.	Brand Ln.
Republic Dr.	Rattler Ln.
Revolution Dr. (both intersections)	Brand Ln.
Rex Rd.	Brown Heart Ln.
Rex Rd.	George Yard Ln.
Rhett Dr.	Stonebridge Dr.
Rhett Dr.	Torrey Vista Dr.
Rhode Island Ave.	Camp St.
Rhode Island Ave.	Colorado St.
Rhode Island Ave.	Connell St.
Rhode Island Ave.	Johnston St.
Rhode Island Ave.	“L” St.
Rhode Island Ave.	McKenzie St.
Rhode Island Ave.	Moran St.
Rhode Island Ave.	Pratt St.
Ric Dr.	Bentwood Dr.
Ric Dr.	Edgewood Dr.
Ric Dr.	Stoneybrook Dr.
Ric Dr.	Storey Ave.
Richmond Dr. / Ct.	Castleford Rd.
Ridgeboro Ct.	Ridgefield Ct.
Ridgemont Pl.	Hereford Blvd.
Ridgemont Ct.	Heritage Blvd.
Ridglea Dr.	Cuthbert Ave.
Ridglea Dr.	Nobles Ave.
Rio Grande Ave.	Crowley Blvd.
Rio Grande Ave.	Frio Dr.
Rio Grande Dr.	Amistad Dr.
Rio Grande Dr.	Conroe St.
Riverfront Dr.	Wagner Dr.

ON	AT
Riverside Dr.	Brown Heart Ln.
Riverside Dr.	Holiday Hill Rd.
Riverside Dr.	Oak Valley Dr.
Robin Ln.	Oriole Dr.
Robin Hood Ct.	Sherwood Dr.
Rochester St.	Bankhead Hwy.
Rockwood Dr.	Tanforan Ave./Ct.
Rockylane Dr.	Leisure Dr.
Rodeo St.	Cerrillos Ave.
Rodeo St.	E. Mockingbird Ln.
Roosevelt Ave.	Mitchell St.
Roosevelt Ave.	Powell St.
Roosevelt Dr.	Crestview Rd.
Roosevelt Dr.	Edgewood Dr.
Roosevelt Dr.	Leddy Dr.
Roosevelt Dr.	McDonald Dr.
Roosevelt Dr.	Mercedes Dr.
Roosevelt Dr.	Raymond Rd.
Rosemont Dr.	Sagemont Dr.
Rosemont Dr.	Tremont Ave.
Rosewood Dr.	Lemonwood Dr.
Rosewood Dr.	Northcrest Dr.
Rosewood Dr.	Oriole Dr.
Rosita Dr.	Alicia Ct.
Ruby Dr.	Canyon Dr.
Ruby Dr.	Raymond Rd.
Ruidoso Ct.	Mark Ln.
Russell Dr.	Norwood St.
Russell Dr. / Ct.	Stratton Dr.
Rustic Trail	Greentree Blvd. (at east and west intersections)
Sabine Dr.	Crowley Blvd.
Saddle Ct.	Burnett Ln.
Saddle Horn Ln.	Avalon Dr.
Saddle Horn Ln.	Longhorn Ln.
Sage St.	Hollandale Dr.
Sagemont Dr.	Pinemont Dr.
Sagemont Dr.	Tremont Ave.
Salisbury Pl.	Trinity Dr.
Saltillo Ct.	Camino Reale
San Angelo St.	Louisiana Ave.
San Angelo St.	Michigan Ave.
San Angelo St.	Tennessee Ave.
San Antonio Ave.	Amistad Dr.
San Antonio Ave.	Conroe St.
San Antonio Ave.	Spence Dr.
San Bernard Dr.	Pedernales Dr.
San Carlos Ct.	San Clemente Dr.
San Clemente Dr.	Guadalupe St.
San Clemente Dr.	Llano Ct.

ON	AT
San Diego Ct.	Frio Dr.
San Francisco Ave.	Baca St.
San Francisco Ave.	Magellan St.
San Francisco Ave.	Rodeo St.
San Miguel Ave. / Ct.	Magellan St.
San Miguel Ave.	San Francisco Ave.
San Pedro	Briarwood Ave.
San Pedro	Frio Dr.
San Pedro Ct.	Camino Reale
San Saba Ave.	Crowley Blvd.
Sand Hill Cr.	Vista West Pkwy.
Sandelwood St.	Baumann Ave.
Sandelwood St.	Kansas Ave.
Sands St.	Gulf Ave.
Santa Clarita	Corona
Santa Clarita	San Pedro
Santa Rosa	Briarwood Ave.
Santa Rosa	Frio Dr.
Savoy Pl.	Mayfield Pl.
Savoy Pl.	Whitman Dr.
Scharbauer Dr.	Main St.
Scottsboro Ln.	Rustic Tr.
Seaboard Ave.	Cessna Dr.
Seaboard Ave.	Godfrey St.
Seaboard Ave.	"H" St.
Seaboard Ave.	Huntington St.
Seaboard Ave.	"I" St.
Seaboard Ave.	"L" St.
Seaboard Ave.	Lanham St.
Seaboard Ave.	Mogford St.
Seaboard Ave.	"N" St.
Seaboard Ave.	Tarleton St.
Seaboard Ave.	Whitney Dr.
Secor St.	Ohio Ave.
Sedona	Frio Dr.
Seminole Dr.	Eisenhower Dr.
Semper Fidelis	Chelsea Pl.
Semper Fidelis	Fairfield Ln.
Sentinel Ave.	Alpine St.
Sentinel Ave.	Delmar St.
Sentinel Ave.	Denton St.
Sentinel Ave.	Tarleton St.
Sentinel Ave.	Upland St.
Sentinel Dr.	Maberry St.
Sentinel Dr.	Murray St.
Sentinel Dr.	Whitney Dr.
Sequoia St.	Green Tree Blvd.
Shady Oak Ct.	Teakwood Trace
Shadylane Dr.	Bentwood Dr.
Shadyview Pl.	Tanforan Ave.

ON	AT
Shandon Ave.	Cimmaron Ave.
Shandon Ave.	Godfrey St.
Shandon Ave.	Lanham St.
Shandon Ave.	Loma Dr.
Shandon Ave.	Main St.
Shandon Ave.	Mogford St.
Shandon Ave.	Pecos St.
Shandon Ave.	Tarleton St.
Shandon Ave.	Ward St.
Shandon Ave.	Whitney Dr.
Shawnee	Pueblo
Shawnee	Wrangler Ln.
Shell Ave.	"C" St.
Shell Ave.	"D" St.
Shell Ave.	Godfrey St.
Shell Ave.	Huntington St.
Shell Ave.	"I" St.
Shell Ave.	"L" St.
Shell Ave.	"N" St.
Shell Ave.	McDonald St. (westernmost intersection)
Shell Ave.	Sparks St.
Shell Ave.	Tarleton St.
Shell Ave.	Upland St.
Sherwood Dr.	Oriole Dr.
Shirley Ln.	"D" St.
Shirley Ln.	Oaklawn Dr.
Shirley Ln.	Cumberland Dr.
Silverton Dr.	Gunnison Dr.
Silverton Dr.	Durango Dr.
Sinclair Ave.	"C" St.
Sinclair Ave.	Cessna Dr.
Sinclair Ave.	Culver Dr.
Sinclair Ave.	"D" St.
Sinclair Ave.	Godfrey St.
Sinclair Ave.	Holdridge Rd.
Sinclair Ave.	Hughes St.
Sinclair Ave.	Huntington St.
Sinclair Ave.	Lanham St.
Sinclair Ave.	Lindora Way / Woodcrest Dr.
Sinclair Ave.	McDonald St.
Sinclair Ave.	"N" St.
Sinclair Ave.	Northrup Drive
Sinclair Ave.	Pecos St.
Sinclair Ave.	Sparks St.
Sinclair Ave.	Tarleton St.
Sinclair Ave.	Upland St.
Sinclair Ave.	Ward St.
Sinclair Ave.	Wydewood Dr.
Sioux Ct.	Kanawha

ON	AT
Sister Creek	Fall Creek
Sister Creek	Woodrose
Six Flags	Big Bend Country
Skyline Dr.	Haynes Ave.
Skyline Dr.	Northfield Dr.
Skywood Cr. (west intersection)	Meadowpark Dr.
Smith Rd. (both intersections)	Desta Dr.
Solomon Ln.	"A" St.
Solomon Ln.	Lamesa Rd.
Solana	Santa Clarita
South St.	Carver St.
South St.	Lamesa Rd.
Southampton Ln.	Newcastle Dr.
Sparhawk Dr.	Quail Ridge Rd.
Sparks St.	Country Club Dr.
Sparks St.	Humble Ave.
Sparks St.	Princeton Ave.
Spartan Dr.	Fannin Ave.
Spartan Dr.	Neely Ave.
Spence Dr.	Canadian Ave.
Spence Dr.	Hilltop Dr.
Spence Dr.	Rio Grande Ave.
Spraberry Dr.	Anetta Dr.
Spraberry Dr.	Canyon/Devonian Dr.
Spraberry Dr.	Pleasant Dr.
Spraberry Dr.	Raymond Rd.
Spahn St.	Mile High Ln.
Spring Meadow Ln.	Meadowpark Dr.
Spring Meadow Ln.	Pine Meadow Dr.
Spring Park Dr.	Edwards St.
Springfield Ct.	Greenbriar Dr.
Springmont Dr.	Whittle Way
Springwood Ct.	Pine Meadow Dr.
Spruce Ave.	Loma Dr.
Spruce Ave.	Main St.
Spruce Ave.	Neely Ave.
Spruce Ave.	Pecos St.
Spruce Ave.	Tyler St.
Spur Dr.	I-20 N. Frontage Rd.
Spur Dr.	Lone Star Ln.
Spur Dr.	Red River Ln.
Spyglass Cr.	Purple Sage Tr.
St. Andrews Dr.	Dentcrest Dr.
St. Andrews Dr. / Ct.	Godfrey St.
St. Andrews Dr.	Mark Ln.
St. Andrews Dr.	Norwood St.
Stacie Ave.	Holdridge Rd.
Stanolind Ave.	"D" St.
Stanolind Ave.	Godfrey St.
Stanolind Ave.	"H" St.

ON	AT
Stanolind Ave.	Huntington St.
Stanolind Ave.	"I" St.
Stanolind Ave.	"L" St.
Stanolind Ave.	Lanham St.
Stanolind Ave.	Mark Ln.
Stanolind Ave.	McDonald Dr.
Stanolind Ave.	Mogford St.
Stanolind Ave.	"N" St.
Stanolind Ave. (both "dead end" locations between "D" St. and "A" St.)	Stanolind Ave.
Stanolind Ave.	Tarleton St.
Stanolind Ave.	Wedgewood St.
Stanolind Ave.	Western Dr.
Stanolind Ave.	Whitney Dr.
Stanolind Ave.	Winfield Rd.
Starboard Dr.	Tradewinds Blvd.
Sterling Pl.	Crowley Blvd.
Sterling Ct.	Heritage Blvd.
Stetson Dr.	Honeysuckle Ln.
Stewart Ave.	Shandon Ave.
Stewart Ave.	Tarleton St.
Stillmeadow Dr.	Fargo Ave.
Stillmeadow Dr.	Westminster Dr.
Stokes Ave.	Baird St. (westbound)
Stokes Ave.	Terrell St. (eastbound)
Stonebridge Dr.	Cerrillos Ave.
Stonebridge Dr.	Mockingbird Ln.
Stonebridge Dr.	Solomon Ln.
Stonecrest	Hereford Blvd.
Stonecrest	Windrift
Stonefield Dr.	Stonebridge Dr.
Stonefield Dr.	Torrey Vista Dr.
Stoneleigh Rd.	Lancashire Rd.
Stonewall St.	Indiana Ave.
Stonewall St.	New York Ave.
Stoneybrook Dr.	Ric Dr.
Stoneybrook Dr.	Shadylane Dr.
Storey Ave.	Alpine St.
Storey Ave.	"B" St.
Storey Ave.	Bentwood Dr.
Storey Ave.	Bonham St.
Storey Ave.	"C" St.
Storey Ave.	"D" St.
Storey Ave.	Edgewood Dr.
Storey Ave.	"F" St.
Storey Ave.	"G" St.
Storey Ave.	Godfrey St.
Storey Ave.	"K" St.
Storey Ave.	Lanham St.

ON	AT
Storey Ave.	Maberry St.
Storey Ave.	Marienfeld St.
Storey Ave.	McDonald St.
Storey Ave.	Powell St.
Storey Ave.	Stoneybrook Dr.
Storey Ave.	Ward St.
Stratford Ct.	Kingston Dr.
Stratton Dr.	Lehigh Dr.
Stratton Dr.	St. Andrews Dr.
Stutz Dr.	Maxwell Dr.
Stutz Dr. / Ct.	Ward St.
Stutz Dr.	Whitney Dr.
Stutz Pl.	Lanham St.
Summit Ave.	Baird St. (westbound)
Summit Ave.	Belmont St.
Summit Ave.	Terrell St. (eastbound)
Sunburst Dr.	Preston Dr.
Sunburst Dr.	Sunshine Pkwy.
Suncrest Ave.	Dengar Ave.
Suncrest Ave.	McDonald St.
Sundance Pl.	Crowley Blvd.
Sundance Ct.	Heritage Blvd.
Sundown Cr.	Purple Sage Tr.
Sunmore Cr. (both intersections)	Sunburst Dr.
Sunnyside Dr.	Stonybrook Dr.
Sunnyside Dr.	Storey Ave.
Sunset Blvd.	Michigan Ave.
Sunset Blvd.	Ohio Ave.
Sunshine Pkwy.	Idlewilde Dr.
Sunshine Pkwy.	Wydewood Dr.
Sun Tea Way	Daybreak Way
Sun Tea Way	Harvest Rain St.
Sweetbriar Dr.	Ric Dr.
Sweetbriar Dr.	Storey Ave.
Sycamore Ave.	Crestview Rd.
Sycamore Ave.	Holly Dr.
Tamarind Dr.	Melville Dr.
Tammy Cv.	Fredna Pl.
Tanforan Ave.	Oriole Dr.
Tanforan Ave.	Widener Strip
Tanglewood Dr.	Leisure Dr.
Tanner Dr.	Devonian Dr.
Tanner Dr.	Leddy Dr.
Tanner Dr.	McDonald St.
Tanner Dr.	Mercedes Dr.
Tanner Dr.	Raymond Rd.
Taos Rd.	Overshine Dr.
Tarleton St.	Cuthbert Ave.
Tarleton St.	Neely Ave.
Tarleton St.	Shandon Ave.

ON	AT
Tarleton St.	Storey Ave.
Taylor Ave.	Camp St.
Taylor Ave.	Jefferson St.
Taylor Ave.	Main St.
Taylor Ave.	Marshall St.
Taylor Ave.	Mineola St.
Taylor Ave.	Terrell St.
Teakwood Tr.	Oriole Dr.
Tejas	Shawnee
Telluride Dr./Ct.	Durango Dr.
Tennessee Ave.	Baird St.
Tennessee Ave.	"C" St.
Tennessee Ave.	Carrizo St.
Tennessee Ave.	Colorado St.
Tennessee Ave.	"D" St.
Tennessee Ave.	Dallas St.
Tennessee Ave.	E. Broadway St.
Tennessee Ave.	"F" St.
Tennessee Ave.	Fort Worth St.
Tennessee Ave.	"G" St.
Tennessee Ave.	Loraine St.
Tennessee Ave.	"L" St.
Tennessee Ave.	"M" St.
Tennessee Ave.	Main St.
Tennessee Ave.	Marienfeld St.
Tennessee Ave.	"N" St.
Tennessee Ave.	Terrell St.
Tennessee Ave.	W. Broadway
Tennessee Ave.	Weatherford St.
Terra Ct.	Brighton Pl.
Terrace Ave.	Lanham St.
Terrace Ave.	Maberry St.
Terrace Ave.	Mogford St.
Terrace Ave.	Neely Ave.
Terrace Ave.	Ward St.
Terrell St.	Cuthbert Ave.
Terrell St.	Gist Ave.
Terrell St.	Golf Course Rd.
Terrell St.	Hicks Ave.
Terrell St.	Illinois Ave.
Terrell St.	Louisiana Ave.
Terrell St.	Parker Ave.
Terrell St.	Taylor Ave.
Texas Ave.	Calhoun St.
Texas Ave.	Carver St.
Texas Ave.	Donald St.
Texas Ave.	Jackson St.
Texas Ave.	Lee St.
Texas Ave.	Tilden St.
Thames Ct.	Lancashire Rd.

ON	AT
Thomas Ave.	Crestview Rd.
Thomas St.	Ohio Ave.
Thomas Ave.	Raymond Rd.
Thomason Dr.	Beal Pkwy. / Illinios Ave.
Thomason Dr.	Tradewinds Blvd.
Thornridge Dr.	Leisure Dr.
Thornridge Dr.	Shadylane Dr.
Three Rivers Ln.	Riverfront Dr.
Three Rivers Ln.	Spahn St.
Tilden St.	Golf Course Rd.
Tilden St.	Illinois Ave.
Tilden St.	Indiana Ave.
Tilden St.	Orchard Ln.
Tilden St.	Wall St.
Timber Ln. / Ct.	Oakridge Dr.
Timberglen Pl./Cir.	Valwood Dr.
Timberwolf	Elkins
Torrey Vista Dr.	Solomon Ln.
Tradewinds Blvd.	Deauville Blvd.
Travis Ave.	Crestview Rd.
Travis Ave.	Holly Dr.
Travis Ave.	Powell St.
Travis Ave. (both intersections)	Walker St.
Travis Ave.	Waverly Dr.
Travis Ave.	Williams St.
Tremont Ave.	Dentcrest Dr.
Tremont Ave.	Edgemont Dr.
Tremont Ave.	Mark Ln.
Tremont Ave.	Sagemont Dr.
Tremont Ave.	Whittle Way
Trennon Pl.	Crowley Blvd.
Trenton Dr.	Trobaugh Blvd.
Trenwood Dr.	Desert Rose Dr.
Trenwood Dr.	Solomon Ln.
Trevino St.	Crenshaw Dr.
Trevino St.	Graham Dr.
Trevino St.	Nicklaus St.
Trinity Ct.	Greenbriar Dr.
Trinity Dr.	Godfrey St.
Trinity Dr.	Milbrook Pl.
Trinity Dr.	Wedgewood St.
Trinity Meadows Dr.	Fieldcrest Ln. / Meadowridge Ln.
Trinity Meadows Dr.	Skyline Dr.
Trinity Meadows Pl.	Northfield Dr.
Trinity Meadows Pl.	Skyline Dr.
Truman St.	Delano Ave.
Truman St.	Franklin Ave.
Truman St.	Kessler Ave.
Truman St.	Mariana Ave.
Turtle Creek Rd.	Pedernales Dr.

ON	AT
Twin Springs	Barking Rock
Tyler St.	California Ave. (east and west intersections)
Tyler St.	Chestnut Ave.
Tyler St.	Cottonwood Ave.
Tyler St.	Cowden Ave.
Tyler St.	Cuthbert Ave.
Tyler St.	Dormard Ave.
Tyler St.	Estes Ave.
Tyler St.	Garden Ln.
Tyler St.	Golf Course Rd.
Tyler St.	Hamby Ave.
Tyler St.	Illinois Ave.
Tyler St.	Indiana Ave.
Tyler St.	Industrial Ave.
Tyler St.	Jax Ave.
Tyler St.	Jefferson St.
Tyler St.	Magnolia Ave.
Tyler St.	Missouri Ave.
Tyler St.	New York Ave.
Tyler St.	Nobles Ave.
Tyler St.	Oak Ave.
Tyler St.	Orchard Ln.
Tyler St.	Parker Ave.
Tyler St.	Pine Ave.
Tyler St.	South Ln.
Tyler St.	Texas Ave.
Tyler St.	Wall St.
Tyler St.	Walnut Ln.
Tyler St.	Washington Ave.
U.S. 80 Service Rd.	County Rd. 1162
U.S. 80 Service Rd.	Elkins Rd.
U.S. 80 Service Rd.	Todd Rd.
Upland St.	Baumann Ave.
Upland St.	Bedford Ave.
Upland St.	Cuthbert Ave.
Upland St.	Kansas Ave.
Upland St.	Louisiana Ave.
Upland St.	Michigan Ave.
Upland St.	Ohio Ave.
Upland St.	Princeton Ave.
Upland St.	Storey Ave.
Valley Dr.	Haynes Ave.
Valley Dr.	Skyline Dr.
Valley View St.	Daybreak Way
Valor Ct.	Valor Ln.
Valor Ln.	Arlington Rd.
Valor Ln.	Pentagon Rd.
Val Verde Dr.	Sandstone Dr.
Valwood Dr.	Tanforan Ave.

ON	AT
Vanguard Rd.	Arlington Rd.
Vanguard Rd.	Bunker Hill Rd.
Vanguard Rd.	Founders Rd.
Vanguard Rd.	Victory Pkwy.
Ventnor Ave.	Boardwalk
Ventnor Ave.	Carver St.
Ventura Ave.	"I" St.
Ventura Ave.	"L" St.
Verde Glen Ct.	Bent Tree Tr. (both intersections)
Vermont Ave.	Pacific Ave.
Versailles Dr.	Burchill Dr.
Versailles Dr.	Devonian Dr.
Versailles Dr.	Eisenhower Dr.
Versailles Dr.	Meadow Dr.
Victory Pkwy.	Arlington Rd.
Vine Pl.	Franklin Ave.
Virginia Ave.	Pacific Ave.
Vista West Pkwy.	Bluebird Ln.
Vista West Pkwy.	Caldera Blvd.
Vista West Pkwy.	Purple Sage Trl.
W. Broadway St.	Cuthbert Ave.
W. Broadway St.	Harvard Ave.
W. Broadway St.	Louisiana Ave.
W. Broadway St.	Michigan Ave.
W. Broadway St.	Storey Ave.
W. Circle Dr.	Delano Ave.
W. Circle Dr.	Franklin Ave.
W. Circle Dr.	Roosevelt Ave.
W. Industrial Loop	Industrial Ave.
Wagner Dr./St.	Legends Blvd.
Wagner Dr.	Three Rivers Ln.
Walcott Ave.	Loraine St.
Walcott Ave.	Main St.
Walcott Ave.	Whitaker St.
Wall St.	Carver St.
Wall St.	Lee St.
Wall St.	Loraine St.
Wall St.	Tilden St.
Walnut Ln.	Carver St.
Walnut Ln.	Fairgrounds Rd.
Walnut Ln.	Lincoln St.
Walnut Ln.	Terrell St.
Walton Ave.	Pecos St.
Ward St.	Auburn Dr.
Ward St.	Cuthbert Ave.
Ward St.	Fannin Ave.
Ward St.	Haynes Ave.
Ward St.	Haynes Dr.
Ward St.	Louisiana Ave.
Ward St.	Michigan Ave.

ON	AT
Ward St.	Neely Ave.
Ward St.	Ohio Ave.
Ward St.	Princeton Ave.
Ward St.	Sentinel Dr.
Warehouse Rd.	Industrial Ave.
Washington Ave.	"B" St.
Washington Ave.	Benton St.
Washington Ave.	"C" St.
Washington Ave.	Carver St.
Washington Ave.	Clay St.
Washington Ave.	"D" St.
Washington Ave.	"F" St.
Washington Ave.	"G" St.
Washington Ave.	"L" St.
Washington Ave.	Lee St.
Washington Ave.	Madison St.
Washington Ave.	Main St.
Washington Ave.	Mann St.
Washington Ave.	McGarvey St.
Washington Ave.	"N" St.
Washington Ave.	Pecos St.
Washington Ave.	Stonewall St.
Washington Ave.	Tilden St.
Washington Ave.	Webster St.
Washita	Choctaw
Washita	Fairgrounds Rd.
Washita	Kanawha
Washita	Shawnee
Watson Ct.	Crenshaw Dr.
Watson St.	Cuthbert Ave.
Watson St.	Pecos St.
Waukomis Pl.	Navajo
Waurika Pl.	Navajo
Waverly Dr.	Anetta Dr.
Waverly Dr.	Raymond Rd.
Wayside Dr.	Taylor Ave.
Weatherford St.	Cuthbert Ave.
Weatherford St.	Golf Course Rd.
Weatherford St.	Hamby Ave.
Weatherford St.	Hicks Ave.
Weatherford St.	Indiana Ave.
Weatherford St.	Jax Ave.
Weatherford St.	Kansas Ave.
Weatherford St.	Kentucky Ave.
Weatherford St.	Louisiana Ave.
Weatherford St.	Michigan Ave.
Weatherford St.	Mississippi Ave.
Weatherford St.	New Jersey Ave.
Weatherford St.	New York Ave.
Weatherford St.	Parker Ave.

ON	AT
Weatherford St.	Pennsylvania Ave.
Weatherford St.	Taylor Ave.
Weatherford St.	Washington Ave.
Webster St.	Indiana Ave.
Webster St.	New York Ave.
Webster St.	Pennsylvania Ave.
Wedgewood Ct.	Godfrey St.
Wedgewood St.	Godfrey St.
Wedgewood St.	Gulf Ave.
Wedgewood St.	Humble Ave.
Wedgewood St.	Hyde Park Ave.
Wedgewood St.	Neely Ave.
Wedgewood St.	Shell Ave.
West Wind Ct.	Bent Tree Tr.
Westcliff Dr.	Douglas Ave.
Westcliff Dr.	Princeton Ave.
Western Dr.	Golf Course Rd.
Western Dr.	Neely Ave.
Western Dr.	Stanolind Ave.
Westminister Dr.	Fargo Ave.
Westminster Dr.	Norwood St.
Westview Dr.	Bluebird Ln. (northbound)
Westview Dr.	Southridge Ct.
Westwind Dr.	Nassau Dr.
Westwind Dr.	Shell Ave.
Wewoka Pl.	Navajo
Whitaker St.	Cuthbert Ave.
Whitaker St.	Kansas Ave.
White Horse Cv.	Berkeley Trail
Whitman Dr.	Bluebird Ln.
Whitney Dr.	Haynes Dr.
Whitney Dr.	Maxwell Dr.
Whitney Dr.	Moss Ave.
Whitney Dr.	Neely Ave.
Whitney Dr.	Sentinel Dr.
Whittle Way	Preston Dr.
Whittle Way	Sunshine Pkwy.
Whittle Way	Tremont Ave.
Wichita Ct.	Pedernales Dr.
Willeys Ave.	Calhoun St.
Willeys Ave.	Jackson St.
Willeys Ave.	Jesse St.
Willeys Ave.	Tilden St.
Willingham Dr.	Manor St.
Willingham Dr.	McDonald St.
Willowood Dr.	Leisure Dr.
Wilshire Dr.	Eisenhower Dr.
Wilshire Dr.	Graceland Dr.
Wilshire Dr.	Parkdale Dr.
Wimberley Spring Ct.	Spence Dr.

ON	AT
Windecker St.	La Force Blvd.
Windecker St.	Sloan Field Blvd.
Windecker St.	Wright Dr.
Windhaven Dr.	Deauville Blvd.
Windhaven Dr.	Tradewinds Blvd.
Windridge Cir.	Mockingbird Ln. (both intesections)
Windrift	Crowley Blvd.
Winfield Rd.	Humble Ave.
Winfield Rd.	"I" St.
Winfield Rd.	"L" St.
Winfield Rd.	Seaboard Ave.
Wolcott Ave.	Baird St.
Wolcott Ave.	Terrell St. (eastbound)
Wolcott Ave.	Main St.
Wood Dr.	Oriole Dr.
Wood Dr.	Valwood Dr.
Woodbar Ct.	Northcrest Dr.
Woodcrest Dr.	Cuthbert Ave.
Woodcrest Dr.	Princeton Ave.
Woodcrest Dr.	Ric Dr.
Woodcrest Dr.	Sinclair Ave.
Woodcrest Dr.	Storey Ave.
Woodhaven Ct.	Skyline Dr.
Woodhaven Dr.	Skyline Dr.
Woodhollow Dr.	Briarpath Dr.
Woodhollow Dr.	Hilltop Dr. / Lemonwood Dr.
Woodhollow Dr.	Mathis St.
Woodhollow Dr.	Northcrest Dr.
Woodhollow Dr.	Oriole Dr.
Woodland Park Ave.	"A" St.
Woodland Park Ave.	Breckenridge Dr.
Woodland Park Ave.	Gunnison Dr.
Woodrose	Barking Rock
Wrangler Ln.	Lone Star Ln.
Wright Dr.	Sloan Field Blvd.
Wydewood Dr.	Dengar Dr.
Wydewood Dr.	Dentcrest Ave.
Wydewood Dr.	Everglade Ave.
Wydewood Dr.	Neely Ave.
Wydewood Dr.	Sinclair Ave.
Wylea Cv.	Lindora Way
Yellow Rose Ct.	Buffalo Gap
Yorkshire Dr.	Sherwood Dr.
Yorkshire Dr.	Widener Strp.

SECTION TWO. That the Traffic Engineer is hereby authorized and directed to erect and install appropriate signs and markings at the designated locations in conformance

with the State Highway Department's Manual and Specifications, indicating and carrying out the provisions of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two hundred dollars ($200.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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

_____
Michael Pacelli, City Traffic Engineer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City Council Agenda

Approved for Agenda:
rwpatrick
City Manager's Office

MEETING DATE: **May 12, 2020**

TO: **CITY COUNCIL**

FROM: **Taslima Khandaker, Senior Planner**

SUBJECT: **Hold a public hearing and consider an ordinance on a request by Patrick Brown, for a zone change from AE, Agricultural Estate District, to PD, Planned Development District for a Housing Development on Lots 2 and 3, Block 1, Jaden Kate Addition, City and County of Midland, Texas. (Generally located on northwest corner of the intersection of N. Elkins Road and Arapahoe Road. Council District 1)**

Purpose:
The applicant, Patrick Brown, is requesting a Zone Change from AE, Agricultural Estate District to PD, Planned Development District for a Housing Development at 6611 Elkins Road and 3801 Arapahoe Road, for a recovery residence community.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:
This proposal does not have a significant financial impact to the city.

Discussion:

The property is currently zoned AE, Agricultural Estate District. The properties to the north, east, south, and west are zoned AE, Agricultural Estate District, and are the locations of a residence and vacant land, respectively.

The applicant, Patrick Brown, is requesting to rezone the property from AE, Agricultural Estate District, to PD, Planned Development District for a Housing Development, to create a transitional housing community for individuals living a life of recovery. The property will need to be re-platted prior to development.

In addition to the two existing residences on the property, the site plan (Exhibit A) shows an additional twenty-six (26) homes, of which eight (8) are 16 feet by 50 feet, six (6) are 32 feet by 50 feet, and twelve (12) are 82 feet by 50 feet.

The 82-foot by 50-foot units will be six bedroom pre-manufactured homes that will each

accommodate four single mothers and their children. The 32-foot by 50-foot units will be four bedroom pre-manufactured homes that will each accommodate an average of two adults and their children. The 16-foot by 50-foot units will be a combination of two bedroom and three bedroom pre-manufactured homes that will each accommodate two adults with their children and three adults, respectively.

The management staff, which will consist of a maximum of four adults and their children, will reside in the existing residences. A community meeting hall, a community park with a playground, a smaller park, sports field, pavilion, and a pool, a garden, and a stable and petting zoo are also proposed. The proposed density of the development will be approximately 1.5 units per acre.

Phase I will consist of one home group for single mothers and their children and one home group for two parent families, single fathers and their children, and single adults. The first phase of the development will be able to house up to 32 adults and their children. The completed development will consist of a total of three home groups for single mothers and their children and two home groups for two parent families, single fathers and their children, and single adults. The home groups for two parent families, single fathers and their children, and single adults will each include a laundry and meeting building. In total, the completed development will be able to house up to 80 adults and their children.

This proposed project 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 objection to zoning change.

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.

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 with Conditions)

No PERMITTED Oil or Gas wells identified within 500 ft. radius of location. There are Pioneer non-permitted wells on this property that need to be identified and include a 135 ft radius which no building permits will be allowed in this area. Flow lines will need to be identified as they go across the property and access for operator to maintain wells. If the Pioneer wells have been plugged and abandoned then that will need to be identified.

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 listed in our Tall City Tomorrow Section 3.24. PD, Planned Development District, the purpose of the PD, Planned Development District is to create innovative concepts in land utilization or diversification. This means the property can encompass residential, commercial, light industrial, public or recreational uses.

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 4, Housing & Neighborhoods, Goal 3, "Provide adequate housing opportunities for the diverse needs of Midland's population." (Tall City Tomorrow, Page 10). This request will aid in Midland housing needs by providing affordable and adequate housing, along with a diverse option of housing stock for the community of Midland. This request is also promotes various land uses within the plans.

This request was recommended for approval on the April 20, 2020 Planning and Zoning Commission Meeting.

Staff recommends approval of the zone change from AE, Agricultural Estate District to PD, Planned Development District for a Housing Development, subject to conditions A through E.

Conditions:

A. That the use and development shall conform to the regulations of the MF-16, Multiple Family Dwelling District, except as stated below.

B. That this property shall significantly conform to the site plan, attached hereto and incorporated herein, as Exhibit A.

C. That the proposed "pre-manufactured homes" must be modular units.

D. That one off-street parking space shall be required for each person over 18 years of age.

E. That the Landscape Plan shall be considered illustrative. Landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City code.

Letters of Objection:

Staff has not received any objections as of May 6, 2020.

Attachments:

Site Plan (Exhibit A)
Angel Haven Project Description
Site Plan – Phase I

Angel Haven Policies and Procedures
Angel Haven Member Contract
Application
Maps

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 2 AND 3, BLOCK 1, JADEN KATE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH ELKINS ROAD AND ARAPAHOE ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 2 and 3, Block 1, Jaden Kate Addition, City and County of Midland, Texas (the "Property") to PD, Planned Development District for a Housing Development and adopting a site plan therefor, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from AE, Agricultural Estate District to PD, Planned Development District for a Housing Development.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the MF-16, Multiple-Family Dwelling District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "A" and

incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit "A".

B. That the homes located on the Property shall be modular units; provided, however, that this condition shall not apply to the structures identified on the site plan as "Pre-existing Homes For Managing Residents."

C. That one off-street parking space shall be provided on the Property for each person 18 years of age or older who resides on the Property.

D. That the landscaping shown in Exhibit "A" shall be considered illustrative. The landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars

($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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

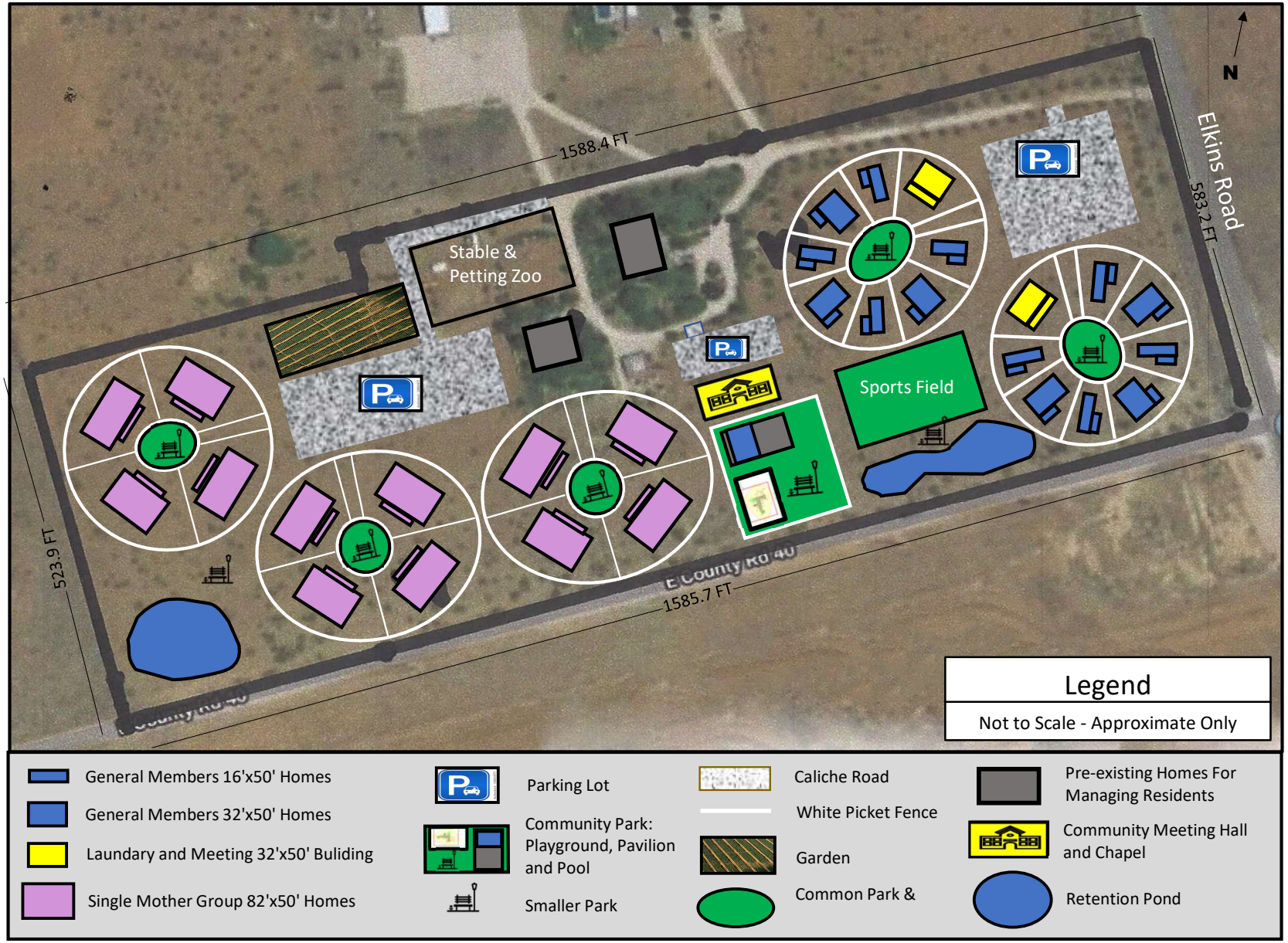
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

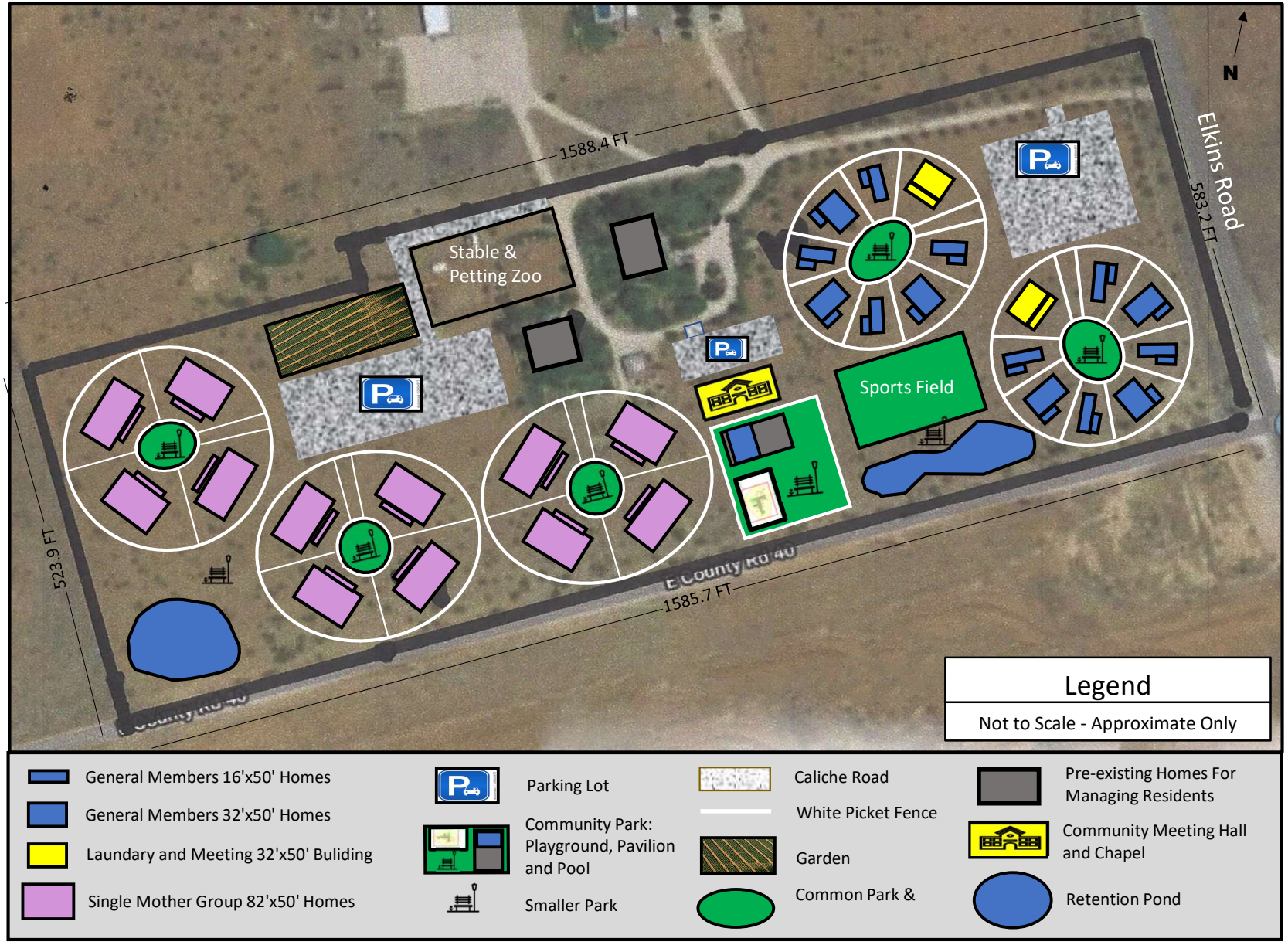
Thriving United Inc. | Angel Haven 6611 Elkins Road | Recovery Residence Community



Thriving United Inc.

Angel Haven 6611 Elkins Road

Recovery Residence Community



Thriving United

501 N. Loraine St.
Midland, Texas 79707
432-701-8678

Project Description
Planned Development District for 6611 Elkins Road

Thriving United Inc. (Thriving United) proposes a Specific Use Designation (SUD) for the property at 6611 Elkins Road, Lot 2 & 3, Block 1, 22+/- Acres; Jaden Kate, City of Midland, Midland County. Thriving United proposes that the current **Agricultural Estate (AE) Zoning** for this property be designated as a **Designated Development District**.

Concept

Thriving United is developing Angel Haven 6611 as permanent supportive housing for individuals living a life of recovery. The proposed homes will be a small network of premanufactured homes to be used as affordable recovery residences. The Substance Abuse and Mental Health Services Administration (SAMHSA) defines recovery as a process of change through which individuals improve their health and wellness, live self-directed lives and strive to reach their full potential.

Our mission is to provide affordable housing for individuals who want to live a balanced, healthy lifestyle as members of a supportive, loving family and community through use of evidence-based practices, standards, support services, research, education, and advocacy.

Recovery residences provide safe, healthy, abstinent living environments based on a social model of recovery. The emphasis is on developing mutual support and skills for people in recovery that will enable them to lead productive lives in communities.

The National Alliance for Recovery Residences (NARR) established a National Standard for recovery residences in 2011. Thriving United utilizes the NARR standards as guidelines, rules, and requirements for living in these homes. Angel Haven 6611 will undergo the process to achieve accreditation from NARR for this facility. The residents sign a family membership contract that details the requirements of abstinence and a code of citizenship ethics. Violation results in immediate action. The Angel Haven 6611 guidelines and contract are included with the submission.

The social model approach is the foundation of all recovery residences. NARR terms these type of homes as “Long Term Recovery Homes”. The purpose of these homes is to assist each other in a community of people who are recovering from drug, alcohol, or other addictions. Oxford House and Sober Living are examples of other model recovery homes. DePaul University performed a statistical survey of 795 participants in the Oxford House program and found that extended participation in recovery residency improved the probability of long-term sobriety significantly, approaching 87%. The recovery residence provides a strong connection between recovery people and provides an environment that is affordable and conducive for recovery. The principles of recovery are spirituality and altruism. People in recovery benefit the whole society by providing increased productivity and better citizenship.

Location

The site plan is based on a survey provided by our Real Estate Agent. The dimensions are approximately 1585.7 feet on the South border, approximately 523.9 feet on the West border, approximately 1588.4 ft., and the East border is approximately 583.2 feet. The total acreage is approximately 21 to 22 acres. The entrance is on Elkins Road. There are two homes currently on the property and they will house the Property Management. There are 3 water wells and a septic system

501 N. Loraine St.
Midland, Texas 79707
432-701-8678

that is already in use on the property. Thriving United plans on adding more water wells and septic systems as needed. If cost effective, Thriving United will bring City Water to the property. Thriving United will provide any additional infrastructure required, not limited to the proposal above.

Elkins Road, (County Road 1150), is a collector road that runs from north of Loop 250 to south of State Highway 158 in northeastern Midland County. There are numerous commercial developments and some agricultural estates and farms in the proximity of 6611 Elkins Road. The casual commuting traffic from our site would not have a serious impact on the existing traffic.

Development

All buildings will be no closer than 10 feet apart or closer than 15' from a property line. The homes will be constructed in an ellipse around a grass lawn over a septic field. The center of the ellipse will provide the children with a play area. The roads will consist of 25-foot-wide caliche-based asphalt that will connect to uncovered caliche-based asphalt parking lots to accommodate parking for the residences and guests. The property will be landscaped with new trees and flower beds.

The property will contain:

- Community garden, which will provide the community with some food and an agricultural experience
- Meeting hall/chapel where there the whole community will host meetings, church, and group activities
- Community park that is comprised of a playground, a covered pavilion and an indoor, inground pool
- Sports field
- Stables and a petting zoo with a variety of domesticated wildlife.

Thriving United plans on developing the homes in two phases.

Phase 1:

A) Single mothers and children division with one (1) home group:
   a. Four (4) six-bedroom premanufactured homes that are 82' x 50', 4,100 square feet, that each will accommodate four (4) single mothers and their children

B) Two-parent families, single fathers and children, and singles (General members) division with one (1) home group:
   a. three (3) four-bedroom premanufactured homes that are 32' x 50', 1,600 square feet, that each is intended to accommodate two adults and their children
   b. two (2) two-bedroom premanufactured homes that are 16'x50', 800 square feet, that each is intended accommodate two adult(s) with children
   c. two (2) three-bedroom premanufactured homes that are 16'x50', 800 square feet, that each is intended accommodate three singles
   d. one (1) 32'x50', 1,600 square feet, premanufactured building that will serve as a laundry and meeting building for the home group.

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Project Description
Planned Development District for 6611 Elkins Road

In phase 1, the property will have a total of 21,200 square feet of recovery-residence living space and will be able to house up to 32 adults and their children. The management staff will consist of a maximum of 4 adults and their children in a total of 2,800 square feet of existing residences. The Community Meeting Hall is planned to be 5,000 square feet.

Phase 2 will complete all phases of development.

Phase 2:

A) Single mothers and children division with three (3) home groups:
   a. Four (4) six-bedroom premanufactured homes that are 82’ x 50’, 4,100 square feet, that each will accommodate four (4) single mothers and their children
B) General members division with two (2) home groups:
   a. three (3) four-bedroom premanufactured homes that are 32’ x 50’, 1,600 square feet, that each is intended to accommodate two adults and their children
   b. two (2) two-bedroom premanufactured homes that are 16’x50’, 800 square feet, that each is intended accommodate two adult(s) with children
   c. two (2) three-bedroom premanufactured homes that are 16’x50’, 800 square feet, that each is intended accommodate three singles
   d. one (1) 32’x50’, 1,600 square feet, premanufactured building that will serve as a laundry and meeting building for the home group.

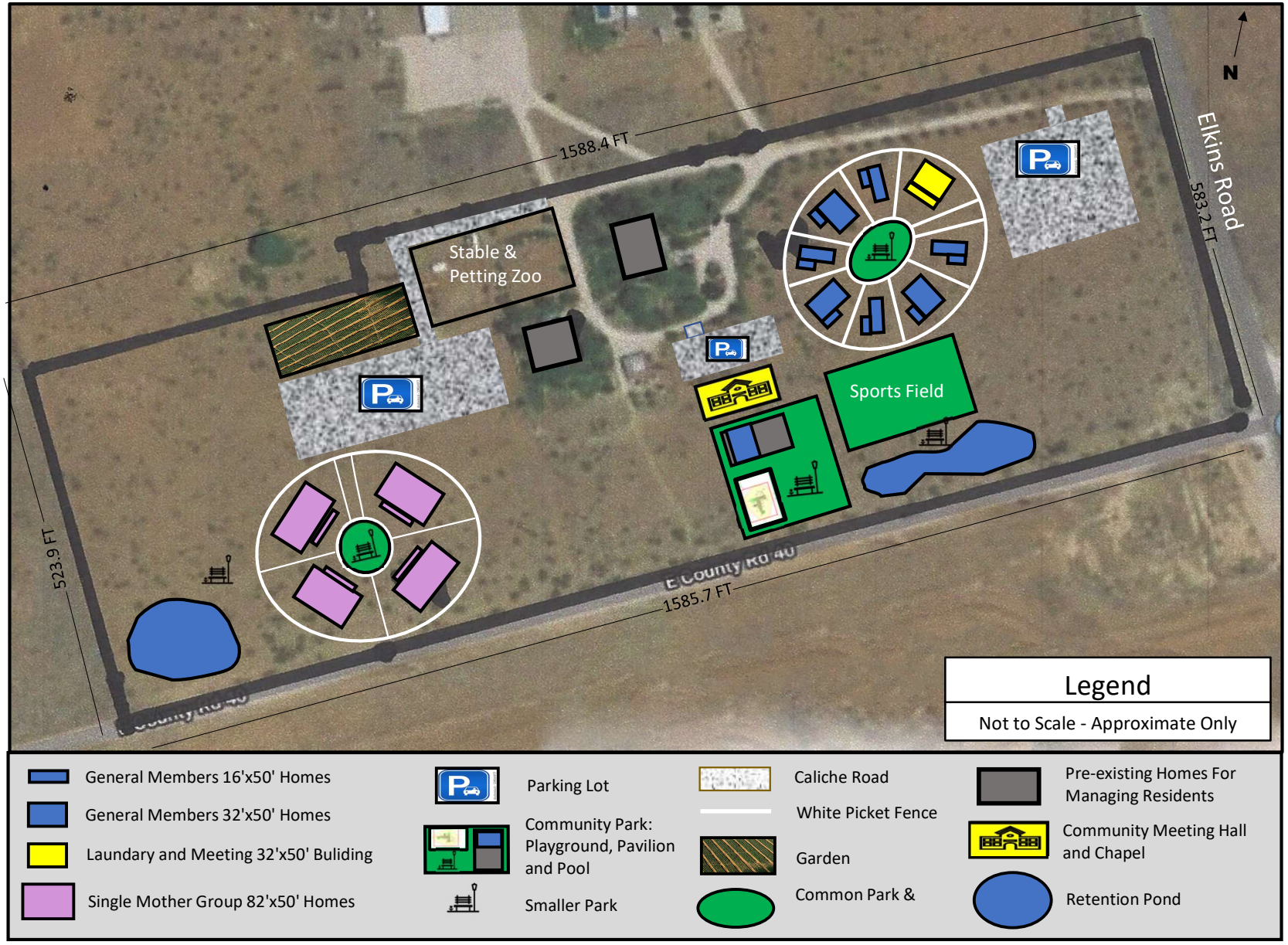
After Phase 2, the property will have a total of 58,800 square feet of recovery-residence living space and will be able to house up to 80 adults and their children. The management staff will consist of a maximum of 4 adults and their children in a total of 2,800 square feet of existing residences. The Community Meeting Hall is planned to be 5,000 square feet.

The layout and placement of said structures and roads is subject to change as the design and permitting process progresses.

Thriving United Inc.

Angel Haven 6611 Elkins Road

Recovery Residence Community



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AngelHaven6611@thrivingunited.org

Angel Haven 6611

Policies and Procedures

1. There is a 30 to 90 day clean and sober requirement prior to admission into Angel Haven 6611. If a member relapses and is released they will need to acquire an additional 30 to 90 days of sobriety in order to reenter. This rule is for the welfare of all house members and their sobriety.

2. There is a minimum requirement of a 3-month paid commitment.

3. All members are required to be working a recovery program and living a healthy lifestyle. All members must be willing to disclose their program and be willing to be held accountable to that program. For example:

a.) An individual working an AA/NA program will attend so many meetings a week and have a sponsor. They must be willing to be held accountable by their family to attend the meetings and provide the name/number of their sponsor.

b.) An individual working a program through Celebrate Recovery will attend a weekly meeting and have a sponsor. They too must be willing to be held accountable by their family to attend their meetings and provide the name/number of their sponsor.

Every resident must be working on their recovery and demonstrating to their family that they are living a recovery lifestyle (i.e.; volunteer work, participation in program activities, meditation, language, healthy lifestyle choices, etc..) because recovery and healthy living is our primary purpose.

Note: Members are required to discuss their program and how it is working at weekly family meetings.

4. Any House member who is found to be using any narcotics, synthetics or alcohol will be released immediately. You may visit with a Program Facilitator about treatment options if you so desire.

Any member who has knowledge of another member's relapse and withholds this information from the House could be removed.

If you provide urine or tamper with urine or have knowledge or other's tampering with a specimen will be grounds for removal.

5. Drug/Alcohol testing may be required from any member at any time and without notice.

Failure to submit to testing for any reason will be viewed as an admission of relapse that will require immediate release and removal of the member.

Urine specimen collection shall be performed by a Program Facilitator or a family member at the direction of the Program Facilitator using a direct observation collection method.

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6. An individual who is on prescription medication for Mental Illness or Emotional Wellbeing must disclose this information prior to becoming a member. A medication plan will be implemented on an individual basis.

Misuse or sharing of narcotic medication may be ground for dismissal.

Types of misuse may include:

a) Taking any medication not prescribed to the individual by a physician or otherwise not approved

b) Taking any prescription narcotic medication that has not been disclosed and implemented through a medication plan (NO EXCEPTIONS)

c) Not taking medicine as prescribed and required by a physician.

If there is any misuse of any medication prescribed or over the counter in any way that is grounds for immediate dismissal. If there is ANY question, do not take it and ask a Program Facilitator.

Member must notify a Program Facilitator within 24 hours of any prescribed medication changes.

7. In order to obtain membership at Angel Haven 6611 a full month membership fee of $750 and a $150.00 security fee are required.

The security fee is due prior to admission, unless otherwise discussed with a Program Facilitator. The membership fee is due the 1st of the month following admission. Future membership fees will be due on the 1st of every month. The option to pay weekly is available as well. The membership plan will be discussed and agreed upon prior to move in of resident.

All payments may be made by cash or money order payable to Thriving United. Membership fees are considered a paid fee toward an individual's commitment of time to stay a member of the house.

8. All members are required to have verifiable employment. If a member is struggling to obtain work, then they are required to work with a Peer Support Specialist to find work.

9. Disruptive behavior is grounds for release and described below:

a) Any physical or verbally antisocial behavior;

b) Stealing (eating someone else's food or using their toiletries is considered stealing);

c) Lying;

d) Being in another members room without permission;

e) Constantly complaining or bringing negativity into the home.

Behaviors that jeopardize the well-being of the family and community will be initially discussed by the family and continued disruption can be grounds for dismissal.

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10. Family meetings are mandatory! As a member of this home everyone is expected to actively participate as a member of their choice family.

11. Weekly chore lists will be discussed and planned at the weekly family meeting. As a member you are expected to do your chores daily.

12. Be clean! Bedroom needs to be clean! No leaving dishes in the sink, leaving personal items in living room or common areas (kitchen, bath, etc.), not bathing, not changing bed sheets weekly or being unsanitary in any way are all issues that will be discussed and handled at the discretion of each family.

13. Each family will determine how their family budget will be established, maintained and dispersed according to their family's needs. Each family unit is responsible for purchasing and cooking their own food, supplying their own personal hygiene items (toothbrush, toothpaste, bath soap, shampoo, razors, shave cream, etc.), or any other items for health issues (prescriptions, medical care, etc), laundry soap, dish soap, dishwasher soap, toilet paper, paper towels and other common household supplies.

14. No active alcoholics or addicts are allowed on premises – no exceptions!!

15. If you are the last to leave the House, you are responsible for locking both the front and back door. Failure to lock up will be discussed and handled at the discretion of each family.

16. Each family unit will decide how their family unit will operate according their family's needs and establish a set of family guidelines that will be provided to a Program Facilitator with Thriving United. The following are some examples of things families could address:

a. The living room television is to be off between the hours of 12:00 a.m. to 7:00 a.m., Sun.-Thurs. This is considered QUIET TIME.
b. Curfews or being absent from home for overnights or extended lengths of time.
c. Laundry schedule and respectful rules: Members are responsible for doing their own laundry. Laundry must be done and put up immediately. Other members have the right to move your laundry to a clean out of the way location if you are unavailable.
d. Grocery shopping should be done on a weekly basis vs. a monthly basis.
e. After 1:00 am, kitchen is considered a quiet area for cooking, including microwave. If you are hungry eat cereal, sandwich or fruit if available. This is out of respect for members sleeping in rooms close to the kitchen.
f. No visitors are allowed in any rooms for any reason alone, they must be accompanied by a member of that room, as well as the other members of the family being comfortable with the visitor.
g. Moms work together to assist and support each other's responsibility for watching their children. Each Mom is responsible for keeping an eye on their own children, while a schedule or team effort can be put in place to assist each other with childcare while attending meetings. Respect must be shown, and communication must be established for each other to prevent one person from always being shouldered with the responsibility.

Always be respectful of your family and fellow community members!

Thriving United

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17. All family members are responsible for ensuring anonymity and friendliness within the neighborhood.

18. All family business remains within the family and we do not air our business with the neighbors or other community members. (Every resident will sign a HIPPAA agreement.)

19. No soliciting in the neighborhood for any reason or loitering in front of the home.

20. Vehicles must be parked in parking allotted for Thriving United and Angel Haven 6611. Do not park in front of neighbor's house. There will be no broken-down cars or vehicles allowed on premises unless approved by Program Facilitator for immediate repair purposes only.

21. There is absolutely no smoking in the home and that includes vaping. Dipping is allowed with proper containers (i.e., plastic bottles with lids – not dishes) and not to be left out.

22. All rooms are initially assigned by a Program Facilitator. If you want to change rooms then this can be discussed at family meeting and will then be up to the discretion of the family and family guidelines.

23. No weapons of any kind are allowed. If a weapon is found in a member's possession, the member may be asked to leave immediately!

24. Surfing pornography or distasteful websites on a family computer is not allowed.

25. Gaming consoles, laptops, and iPads are allowed but at your own risk. Thriving United is not responsible for keeping of such items. A Program Facilitator may search browser history of related equipment to ensure house standards are upheld.

26. Thriving United does have working monitoring security cameras outside of the house

27. Once a member departs, all mail will be returned to sender. Please put in a change of address!!!

28. Thriving United is not responsible for any member's lost or stolen items.

29. Breach in contract for any reason (i.e., relapse on alcohol or drugs, one month late on membership fees without seeking assistance from a Peer Support Specialist, excessive rule infractions, stealing, disruptive behavior, etc…) will result in the immediate removal from property.

If the member fails to immediately leave the House, Thriving United will be entitled to $5,000.00 in liquidated damages for the disruption to business operations and the threats posed to the recovery and mental well-being of the other members remaining on site.

30. The security fee for membership is non-refundable.

31. Members that have had financial support to pay membership fee(s) and breaches contract for any reason will have their family or payee contacted by Thriving United, letting them know that you are no longer under our care.

Thriving United

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32. This Agreement is not a lease and does not create a landlord-tenant relationship of any kind. Member expressly acknowledges that this Agreement does not create any of the rights afforded to residential tenants pursuant to Chapter 92, Texas Property Code. Member expressly acknowledges that:

a) Fees do not constitute rent

b) If a member remains on Thriving United property without consent of a Program Facilitator, and after receiving oral or written notice to depart, member may be arrested for criminal trespass.

c) The House may change the code without notice for any violation of this Agreement. The member must contact a Program Facilitator to seek a new code.

d) A Program Facilitator may remove any member's non-exempt property for violation of the terms of this Agreement.

33. The policies and procedures are suggested guidelines and subject to change. Thriving United reserves the right at any time to:

a) Modify the consequences and can move straight to a behavioral contract and/or dismissal as necessary and appropriate.

b) Revoke the membership of any member who is deemed a threat to the sobriety and recovery of members at their sole discretion.

Revocation of membership will result in immediate removal from the property at the request of a Program Facilitator.

34. Pat Brown, Jennifer Priddy, Kelli Lax or Rhett Lax have full authority over Angel Home 6611 as needed at any time.

Thriving United

501 N. Loraine St.
Midland, Texas 79701
432-701-1489

Angel Haven 6611

Residential Membership Contract

I, _____, as a member of Angel Haven 4516, located at 4516 Robin Lane, Midland, Texas 79707 I agree to abide by the Policies and Procedures set forth for Angel Haven 4516 by Thriving United.

_____ I understand this contract is binding in that I requested a financial agreement by agreeing to pay and paying a security deposit and monthly membership fees.

_____ I understand that if I am delinquent in membership dues and have made no attempts to gain a reasonable budget assistance or communication for assistance from a Program Facilitator of Thriving United this may be reason for dismissal from the home.

_____ I understand that this financial contract compounds under said Angel Haven 4516 Policies and Procedures.

_____ I agree to pay the scheduled monthly membership dues of $750 a month, in addition to a non-refundable $150 deposit.

_____ I understand that failure to meet requirements of the Policies and Procedures of Angel Haven 4516, I will have 72-hours to remove myself and personals from Angel Haven 4516 property for breach of contract.

_____I understand that if I am found to be using alcohol or drugs of any type, I will be expelled from the house immediately.

_____ I understand that if I am found to be in violation of house rules by a Program Facilitator, including but not limited to non-payment of membership fees, disruptive behavior, I can be expelled from the house immediately by a Program Facilitator of Thriving United.

_____ I understand that I am expected to have a recovery plan that has been discussed with a Program Facilitator or Peer Support Specialist and that staying on my personal recovery plan is part of what is required to live in this home.

_____ I understand and agree to the following terms should I be asked to leave the house for violation of this agreement:

- Personal items will be removed from the property and the area around the property within 72 hours.
- If personal items are not removed from the property within 30 days of my departure all of these items will be donated to charity on the 31st day.

Thriving United

501 N. Loraine St.
Midland, Texas 79701
432-701-1489

_____ _____

Signature of House Member Date

_____

Printed Name of House Member

_____ _____

Signature of Program Facilitator Date

_____

Printed Name of Program Facilitator

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-20-0177

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Patrick Brown		Phone (432) 557-6352 Email PatBrown@thrivingunited.org	
Address 212 Bayberry Pkwy	City Midland	State TX	Zip 79705

Property Owner Printed Name: Cathy and Larry Stasney		Phone (432) 528-6333 Email cathystasney@aol.com	
Address 6611 Elkins Road	City Midland	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 6611 Elkins Road

Legal Description
Lot: 2 & 3 Block: 1 Subdivision: Jaden Kate

Current Zoning: AE

Proposed Zone: Planned Development District
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Multifamily Housing

Present Use of Property: AE

Proposed Use of Property: Planned Housing Development

How would this zone change affect the public health, safety and welfare? No negative affect. Provide improved living conditions for the residents.

Describe how conditions affecting the property have changed since present zoning designation: The neighborhood has many more commercial entities.

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)

Signatures	
Applicant (signature):	Date: 3-13-20
Applicant (printed): Patrick A. Brown	
Property Owner (signature):	Date: 3-13-20
Property Owner (printed) : Cathy and Larry Stasny	

The Specific Use Designation shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Patrick Brown who, being by me duly sworn, upon oath says: That (s)he is authorized by Cathy and Larry Stasny the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

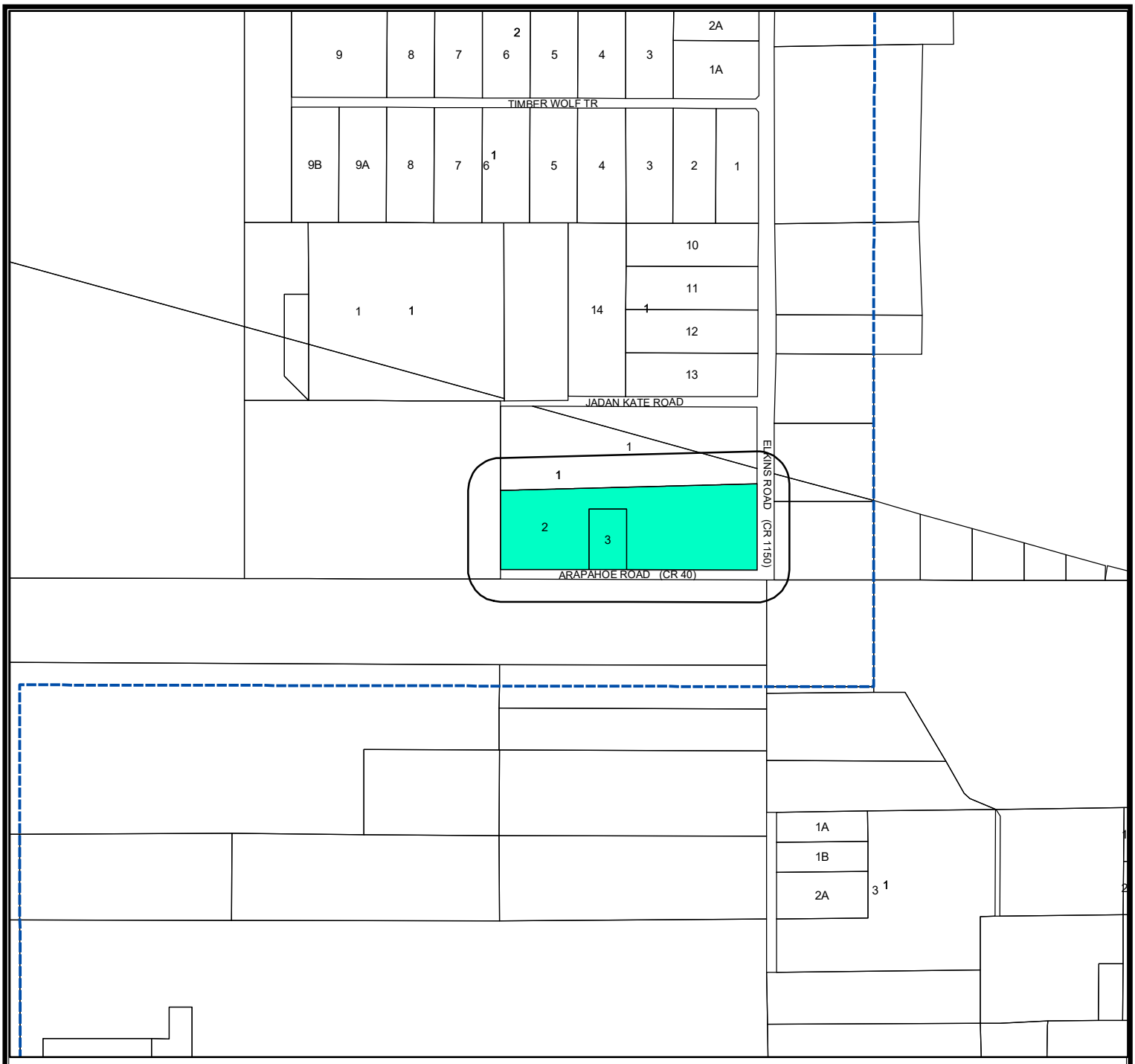
Subscribed and sworn to before me, this 13 day of March, 20 20, to certify which witness my hand and seal of office.

MIRNA A. GRANADOS
Notary Public, State of Texas
Comm. Expires 04-07-2024
Notary ID 130610784

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☐ Site Plan in Digital Format (PDF/JPEG)
Check #_____	
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

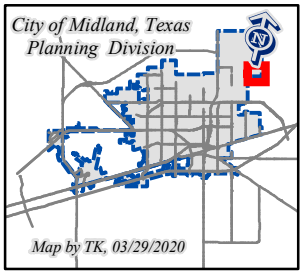
Z-20-0177 **Scale: 1" = 250'**

Consider a request by Patrick Brown, for a zone change from AE, Agricultural Estate District, to a PD, Planned Development District for a Housing Development on Lots 2 and 3, Block 1, Jaden Kate Addition, City and County of Midland, Texas.

Generally located on northwest corner of the intersection of N. Elkins Road and Arapahoe Road. (Council District 1)

L E G E N D

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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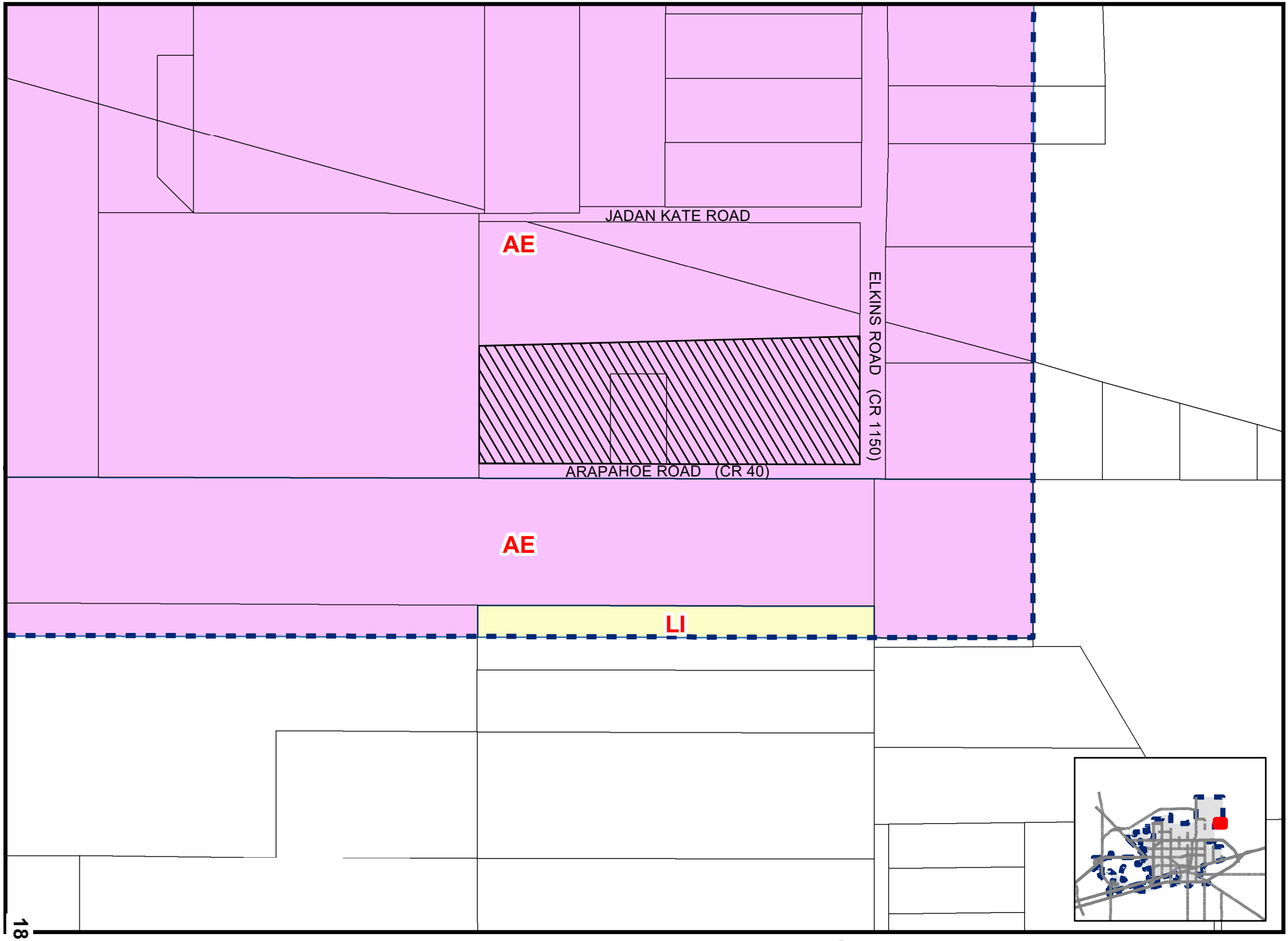

18.25

ıp By TK, 03/29/2020

XX-XX-XXXX

Scale: 1" = 200'

ZONING MAP

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City Council Agenda

Approved for Agenda:
rwpatrick
City Manager's Office

MEETING DATE: 5/12/2020

TO: City Council / City Manager

FROM: Glenda Arroyo-Cruz, Planner

SUBJECT: Hold a public hearing and consider an ordinance on a request by Maverick Engineering for a zone change from a PD, Planned District for an Office Center to PD, Planned Development District for a Housing Development on Lot 2A, Block 1, Corporate Plaza, Section 20, City and County of Midland, Texas. (Generally located on the north side of Corporate Drive, approximately 550-feet east of North Big Spring. Council District 2)

Purpose:

The applicant, Maverick Engineering, is requesting approval of a zone change for a Multi-Family dwelling development.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

The properties to the north are zoned, O-2, Office District and the location of vacant land. The property to east is zoned PD, Planned District for an Office Center and the location of vacant land. The property to the south is zoned PD, Planned District for an Office Center and the location of a medical facility. The properties to the west are zoned PD, Planned District for an Office Center and the location of a funeral home and Oil and Gas office building.

Analysis:

The property is located at 205 Corporate Drive and is currently vacant. This lot is currently

regulated by Ordinance No. 8007 with an underlying zoning of O-1, Office District and was established March of 2001. The applicant is requesting a zone change to a PD, Planned Development District for a Housing Development to construct a 101,295 square foot Multi-Family apartment complex, on a 3.958-acre tract of land. The total amount of dwelling units proposed is 124 units, which is approximately 31.33 units per acre.

The site plan provided hereto as Exhibit "A" illustrates the proposed development for the property. As stated in the *City of Midland: Zoning Ordinance, Section 3, Zoning Districts, 3.13. MF-22, Multiple-Family Dwelling District, D. Development Standards, 6. Private Recreation Areas,*

a. Recreation area required.

i. All apartment complexes shall have at least one recreation area, in a location free of traffic hazards, easily accessible to all complex residents, and centrally located where topography permits.

b. Recreation Space Requirement.

i. Not less than eight percent of the gross complex shall be devoted to recreational facilities, generally in a central location. In large complexes (two acres or larger) these maybe decentralized.

The recreation space required for this complex would be approximately 8,103 square feet. The development is proposing to include approximately a 6,651 square foot clubhouse located towards the front of the property. Additional amenities include a swimming pool, pavilion with a BBQ area, furnished community room and theater room. The location of said amenities are centrally located within the apartment complex and would appear accessible to future residents.

Per the zoning ordinance, Multi-Family uses must include storage areas in all apartment units. As stated in the *City of Midland: Zoning Ordinance, Section 3, Zoning Districts, 3.13. MF-22, Multiple-Family Dwelling District*, *D. Development Standards, 5. Storage Uses,*

Every apartment unit shall have an enclosed storage area of not less than 30 square feet of Floor Area, eight feet high, exclusive of interior closet space.

The development is proposing storage areas that range from approximately 10 square feet to 18 square feet in size. Studios will not have storage areas as shown on the plans provided. The proposed storage areas would not meet the minimum required; therefore, it would not meet the minimum required standards for storage areas as stated per this section of the code.

Parking requirements for Multi-Family uses should be calculated as stated per the *City of Midland: Zoning Ordinance, Section 6, Zoning and Development regulations, Off-Street Parking and Loading Requirements, D. Parking Space schedule, Multi-Family uses,*

2. Off-street parking shall be provided to meet the requirements of the residents and their guests in each apartment project according to the following standards:

a. *One space for each studio unit (i.e., an apartment containing only one main room)*
b. *One and one-half spaces for each one-bedroom unit,*
c. *Two spaces for each unit with two bedrooms,*
d. *Two and one-half spaces for each unit with three or more bedrooms, plus one additional space for each four units in development.*

The required parking spaces for this complex, based on the breakdown of each apartment unit tabulation shown on Exhibit "A", would be 213 parking spaces. The total amount of parking spaces being proposed and listed on Exhibit "A" is 192 parking spaces. There will be a total of 138 uncovered parking spaces, ten (10) carport spaces, eleven (11) clubhouse spaces, seven (7) will be standard ADA and two (2) will be Van ADA. The parking spaces proposed would not meet the minimum required; therefore, it would not meet the minimum required parking spaces as stated per this section of the code.

Additionally, as stated in the *City of Midland: Zoning Ordinance, Section 3, Zoning Districts, 3.13. MF-22, Multiple-Family Dwelling District*, *D. Development Standards, 3. Garages,*

> *A minimum of 25 percent of the total number of units in the complex shall have a one-car enclosed garage, 240 square feet minimum, attached or detached, per dwelling unit.*

The required garage units for this complex would be 31 enclosed garage units. The development is proposing twenty-four (24) garage units; therefore, it would not meet the minimum required garage units as stated per this section of the code.

The elevations provided illustrates the apartment complex will be a three (3) story building. It has a proposed height of 45 feet, including the pitched roof, which meets the maximum height allowed per the MF-22, Multiple Family Dwelling District.

All proposed setbacks, minimum lot area, minimum floor areas for apartment units and building area coverage meet the minimum required stated in the MF-22, Multiple-Family Dwelling District. Additionally, the development will be required to adhere to all additional regulations described in *the City of Midland: Zoning Ordinance, Section 6. Zoning Development Regulations* and with the *City of Midland, Code of ordinances, Chapter 9. - Landscape Regulations*

This proposed zone change has been circulated to and reviewed by respective City departments and their comments, conditions, and requirements are as follows:

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

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.

Code Compliance: (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)

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:

Per the Future Land Use map, this location is designated as Urban-High. Potential zoning for this area includes Multi-Family Dwelling District; therefore, this zone change is in compliance with the Future Land Use plan. The mix of complementary uses within this area is encouraged for the commodity of the public. Economic performance can be improved with proper design and attention to traffic circulation and will not disrupt the characteristics of the area.

This request was recommended for approval at the April 20, 2020 Planning and Zoning meeting.

Staff recommends approval of this request for approval of a zone change subject to condition A through C.

Conditions:

A. **That the use and development of this property shall conform to the regulations of the MF-22, Multiple-Family Dwelling District, except for as stated below.**

B. **That the development of this property shall significantly conform to the site plan attached hereto and incorporated herein as Exhibit "A".**

C. **That the landscaping shall conform to the regulations set forth in Title XI, Chapter of the City Code.**

Letters of Objection:

As of May 6, 2020, staff has not received any letters of objection.

Attachments:
Proposed Site Plan (Exhibit A)
Elevations
Apartment Unit Layouts
Building Floor Plans
Clubhouse Plans
Application
Maps
Ordinance No. 8007

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2A, BLOCK 1, CORPORATE PLAZA, SECTION 20, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE NORTH SIDE OF CORPORATE DRIVE, APPROXIMATELY 550 FEET EAST OF NORTH BIG SPRING 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 2A, Block 1, Corporate Plaza, Section 20, City and County of Midland, Texas (the "Property") to PD, Planned Development District for a Housing Development and adopting a site plan therefor, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for an Office Center to PD, Planned Development District for a Housing Development.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the MF-22, Multiple-Family Dwelling District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "A" and

incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the development of the Property shall significantly conform to the site plan attached hereto as Exhibit "A".

B. That the landscaping shown in Exhibit "A" shall be considered illustrative. The landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed

by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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:

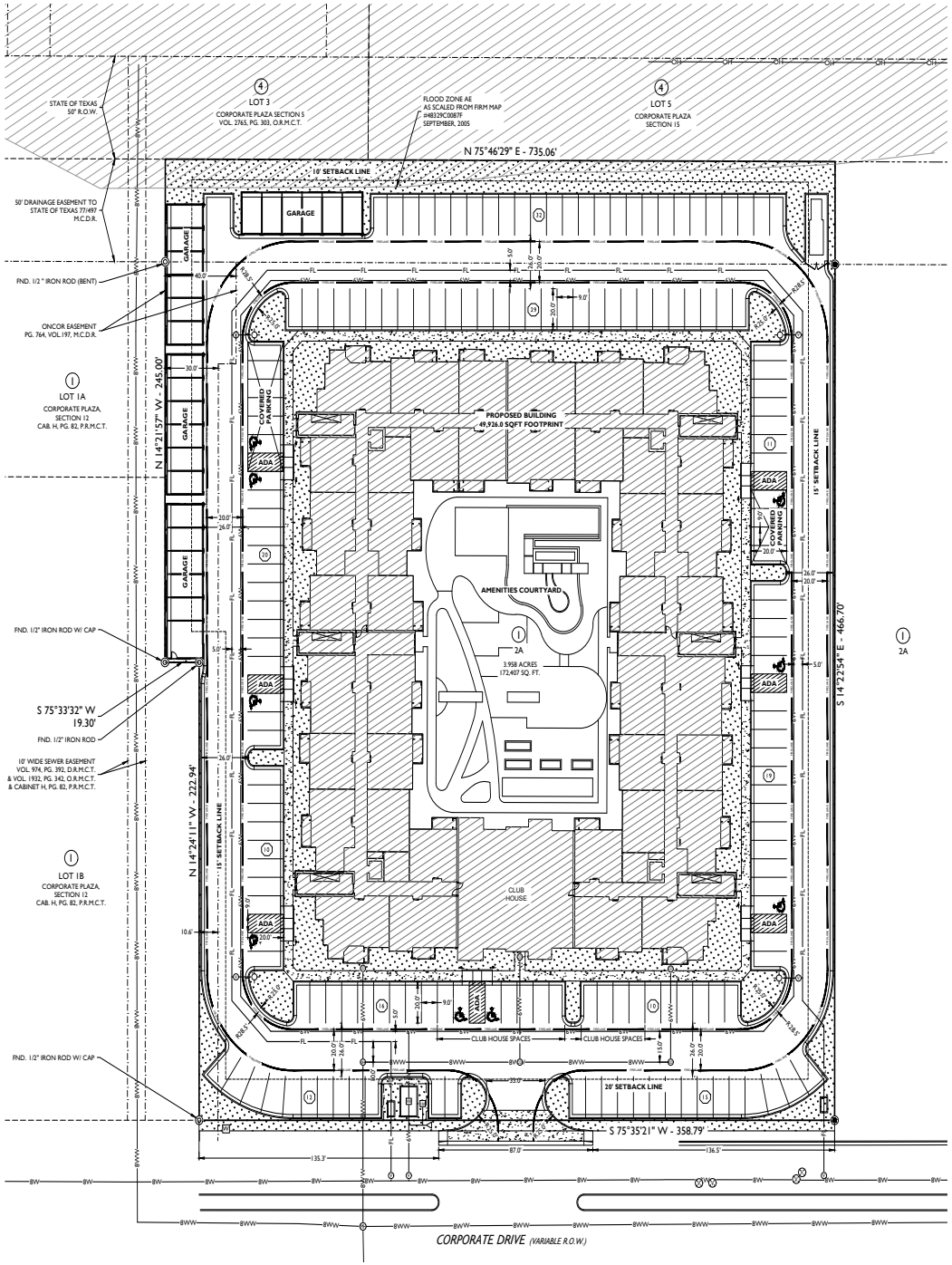
_____
Robert Patrick, Assistant City Manager

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



DIMENSIONAL NOTE:

- DIMENSIONS SHOWN ARE TYPICALLY TO BACK OF CURB UNLESS NOTED OTHERWISE.
- SIDEWALKS WILL BE 5 FT. IN WIDTH UNLESS NOTED OTHERWISE.

LANDSCAPE NOTES:

- LANDSCAPING ELEMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATIVE PURPOSES ONLY, AND DOES NOT NECESSARILY REFLECT THE FINAL DESIGN LANDSCAPING.
- THE LANDSCAPE PLAN THAT WILL BE SUBMITTED FOR CITY APPROVAL WILL BE IN COMPLIANCE WITH CITY STANDARDS.

DEVELOPMENT NOTES:

- GENERAL: SITE PLAN IS FOR A PROPOSED ± 101,295 SQUARE FOOT BUILDING LOCATED ON LOT 2A, BLOCK 1, CORPORATE PLAZA ADDITION, SECTION 21, CITY & COUNTY OF MIDLAND, TEXAS. THE SITE IS LOCATED NEAR THE INTERSECTION OF CORPORATE DRIVE AND EDWARDS STREET. THE DEVELOPMENT IS CURRENTLY ZONED AS A PLANNED DISTRICT.
- DEVELOPMENT: THE DEVELOPMENT WILL CONSIST OF A SINGLE, THREE STORY STRUCTURE INTENDED FOR MULTI-FAMILY RESIDENTIAL USE.
- BUILDING HEIGHT: THE STRUCTURE IS PLANNED TO BE THREE STORIES, WITH A MAXIMUM BUILDING HEIGHT OF 45'.
- ACCESS: THE SITE IS PLANNED TO HAVE TWO (2) ACCESS POINTS, BOTH OFF OF CORPORATE DRIVE. BOTH ACCESS POINTS ARE PLANNED FOR BOTH INGRESS AND EGRESS.
- FIRE ACCESS: ACCESS FOR FIRE TRUCKS WILL BE ALONG THE PROVIDED 26 FT. WIDE CORRIDOR WITH MINIMUM 28 FT. RADII THROUGHOUT.
- PARKING: ON-SITE PARKING WILL BE PROVIDED WITH 192 PARKING SPACES. BUILDING CONTAINS 124 UNITS, OR 1.55 PARKING SPOTS PER UNIT. 192 SPACES INCLUDE 10 AS COVERED SPACES, 24 AS GARAGE SPACES, 7 AS STANDARD ADA SPACES, 2 AS VAN ACCESSIBLE ADA SPACES, 11 ARE CLUB HOUSE SPACES, AND 138 AS UNCOVERED SPACES.
- TRASH: TRASH ENCLOSURES WILL BE IN COMPLIANCE WITH THE CITY OF MIDLAND REQUIREMENTS. ON-SITE TRASH COLLECTION WILL BE COLLECTED BY THE CITY OF MIDLAND UTILIZING SIDE LOADING TRUCKS FROM A SITE COMPACTION UNIT.
- UTILITIES: PUBLIC UTILITIES ARE NOT PRESENT. NEW WATER & SEWER SERVICE TAPS WILL BE REQUIRED
- DRAINAGE: STORM WATER RUNOFF WILL BE IN COMPLIANCE WITH THE CURRENT APPROVED DRAINAGE PLAN ON FILE.
- AMENITIES: AMENITIES WILL INCLUDE A 6,651 SQFT CLUBHOUSE, SWIMMING POOL, PAVILION WITH BBQ, FURNISHED COMMUNITY ROOM, FURNISHED FITNESS ROOM, AND THEATER ROOM.

0' 30' 60' 90'
SCALE 1" = 30'

LEGEND

- DENOTES SET 1/2-INCH IRON ROD
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES EXISTING MANHOLE
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING WATER METER
- DENOTES EXISTING WATER VALVE
- DENOTES BOUNDARY LINE
- DENOTES BOUNDARY LINE
- DENOTES EXISTING LOTS
- DENOTES EXISTING EASEMENT LINE
- DENOTES EXISTING OVERHEAD ELECTRIC LINE
- DENOTES EXISTING 8" WATERMAIN
- DENOTES EXISTING 8" WASTEWATER LINE
- DENOTES PROPOSED MANHOLE
- DENOTES PROPOSED CLEANOUT
- DENOTES PROPOSED FIRE HYDRANT
- DENOTES PROPOSED WATER VALVE
- DENOTES PROPOSED WATER METER
- DENOTES PROPOSED CAP
- DENOTES PROPOSED IRRIGATION METER
- DENOTES PROPOSED LOT LINE
- DENOTES PROPOSED EASEMENT
- DENOTES PROPOSED 2" WATERMAIN
- DENOTES PROPOSED 6" WATERMAIN
- DENOTES PROPOSED 6" FIRE LINE
- DENOTES PROPOSED 6" WASTE WATER LINE
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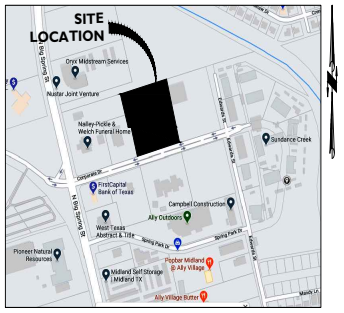
- DENOTES PROPOSED FIRE LANE
- DENOTES PROPOSED CONCRETE
- DENOTES PROPOSED FLOOD ZONE AE
- DENOTES PROPOSED LANDSCAPE
- DENOTES PARKING SPACE COUNT



VICINITY MAP

N.T.S.

FEMA FIRM NOTES:

COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM	ZONE	BASE FLOOD ELEVATION
48329	87	F	09/16/2005	X	N/A
48329	87	F	09/16/2005	AE	2782' & 2780'

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ENGINEER FIRM #: F-10089
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www.Maverick-Eng.com

DATE	APPR.	BY	REVISIONS	Δ

DRAWN BY: TDE
CHECKED BY: MED
APPROVED BY: ALM
DATE: 04/16/2020
JOB: 200034

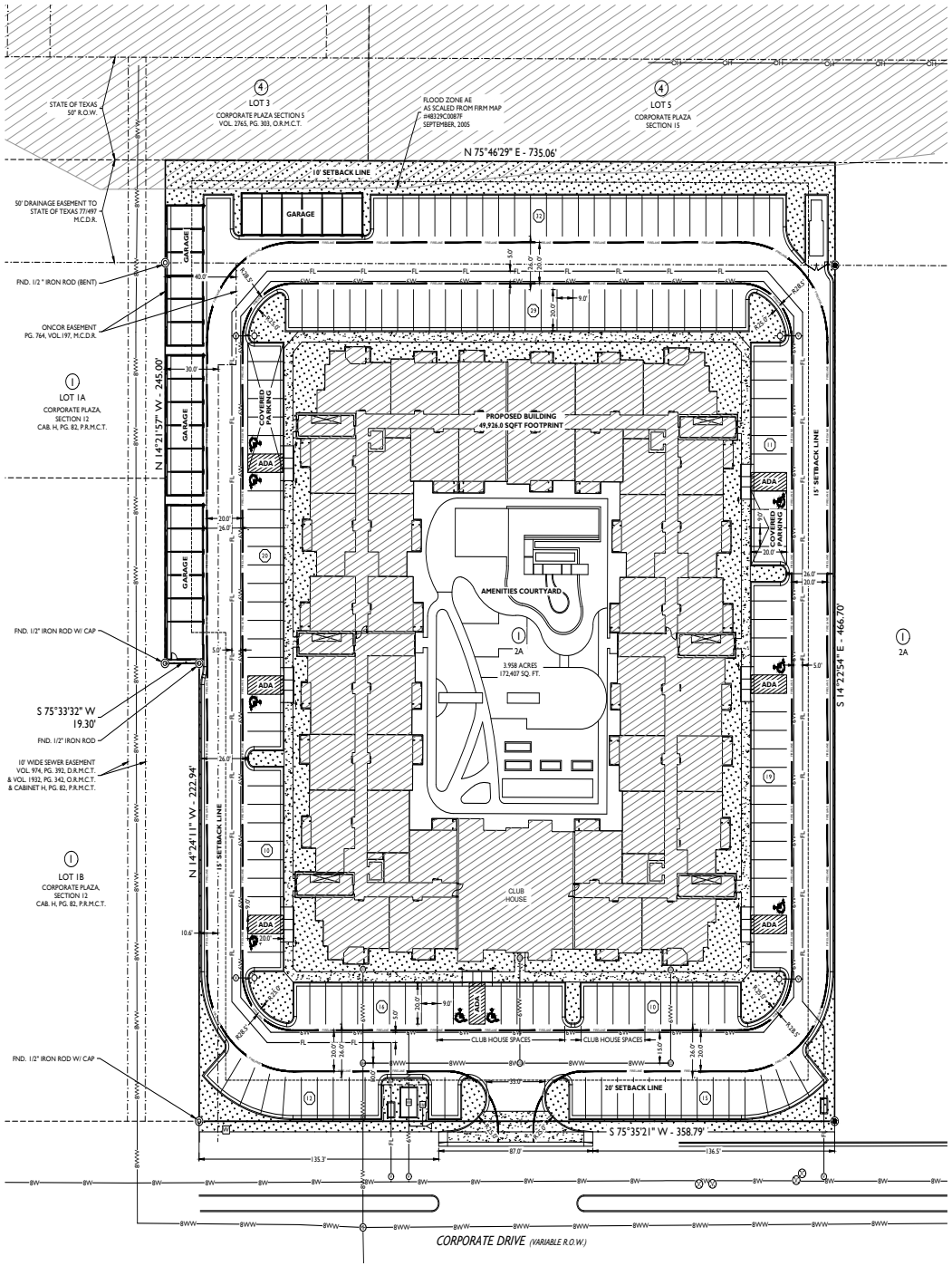
ZONING SITE PLAN
MERRITT EDGE
BEING LOT 2A, BLOCK 01,
CORPORATE PLAZA ADDITION, SECTION 21,
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

PRELIMINARY REVIEW:

THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW L. HELLEN, P.E. #106573 AND MAVERICK ENGINEERING (FIRM # F-10089) ON THIS DAY 04/16/2020, FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SP-01

19.10



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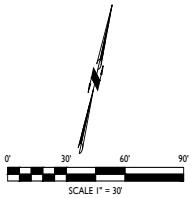

LEGEND

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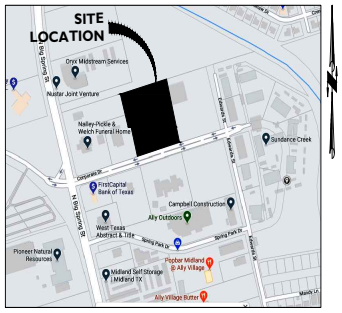
	DENOTES PROPOSED LANDSCAPE
192	DENOTES PARKING SPACE COUNT



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DATE	APPR.	BY	REVISIONS	Δ

DRAWN BY: TDE
CHECKED BY: MED
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DATE: 04/16/2020
JOB: 200034

ZONING SITE PLAN
MERRITT EDGE
BEING LOT 2A, BLOCK 01,
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SP-01

MATERIALS	
LAP SIDING:	66%
STONE:	34%
TOTAL:	100%

BUILDING TYPE 'A' - REAR ELEVATION

1/32"=1'-0"

MATERIALS	
LAP SIDING:	61%
STONE:	39%
TOTAL:	100%

BUILDING TYPE 'A' - FRONT ELEVATION

1/32"=1'-0"

Cross architects

MERRITT EDGE
MIDLAND, TEXAS

A3.3

BUILDING 'A' ELEVATIONS

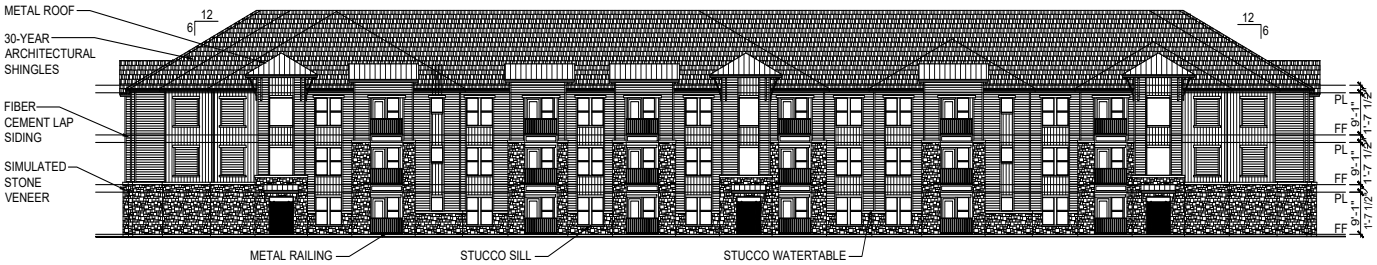
Copyright © 2020

19.12

MATERIALS	
LAP SIDING:	62%
STONE:	38%
TOTAL:	100%

BUILDING TYPE 'A' - LEFT ELEVATION

1/32"=1'-0"



MATERIALS	
LAP SIDING:	63%
STONE:	37%
TOTAL:	100%

BUILDING TYPE 'A' - RIGHT ELEVATION

1/32"=1'-0"

Cross architects

MERRITT EDGE
MIDLAND, TEXAS

A3.4

BUILDING 'A' ELEVATIONS

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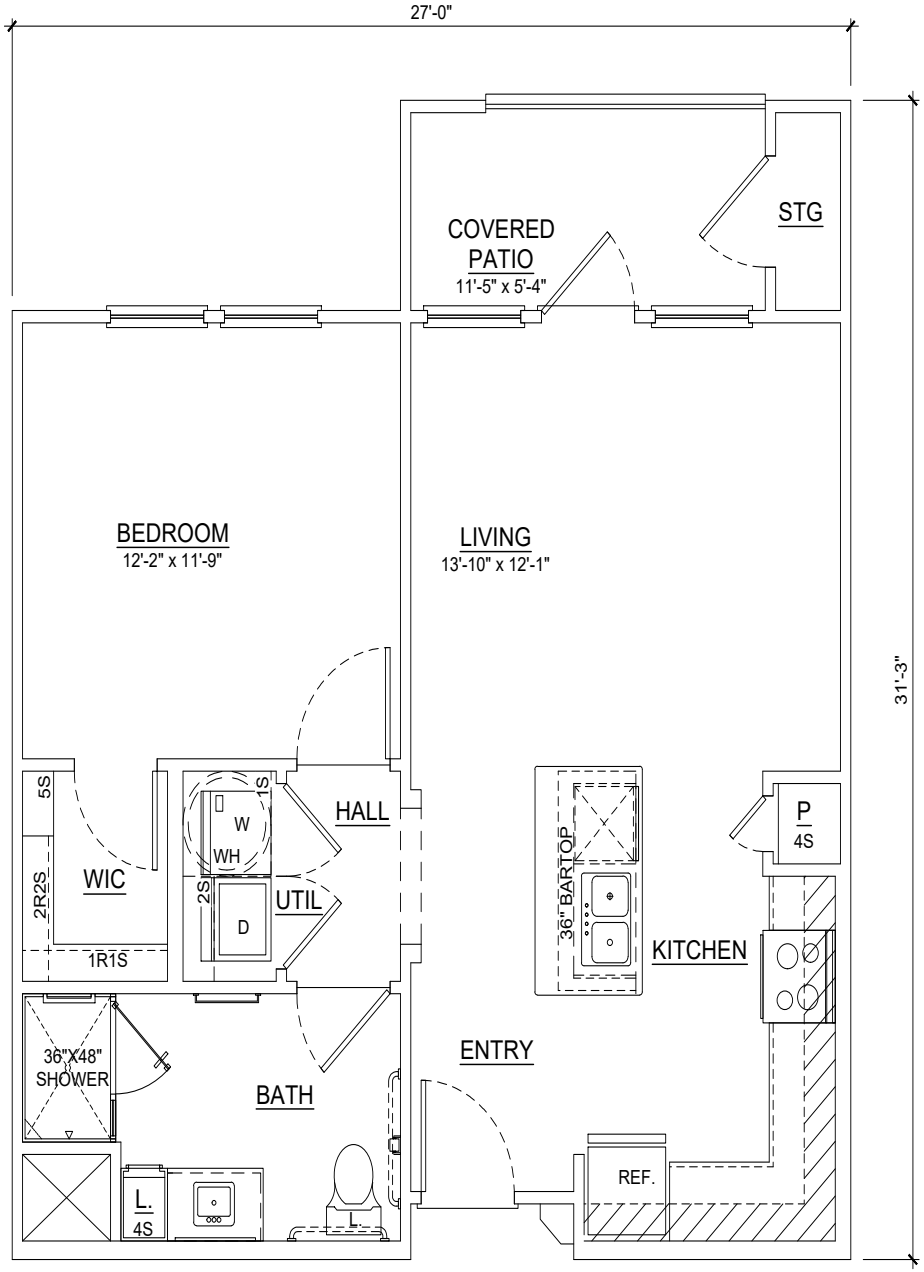
Cross architects



UNIT AMENITIES

- -NINE FOOT CEILINGS
- -COVERED PATIOS
- -SELF CLEANING OVENS
- -REFRIGERATOR WITH ICE MAKER
- -MICROWAVE OVEN
- -30% MASONRY ON EXTERIOR
- -R15 WALLS/R30 CEILINGS
- -STORAGE CLOSET GREATER THAN 10 S.F.

UNIT A1 - ONE BEDROOM, ONE BATH 682 S.F.

SCALE 1/4" = 1' - 0"

PATIO = 66 S.F.

STORAGE = 15 S.F.

MERRITT EDGE
MIDLAND, TEXAS

A2.0

UNIT A1

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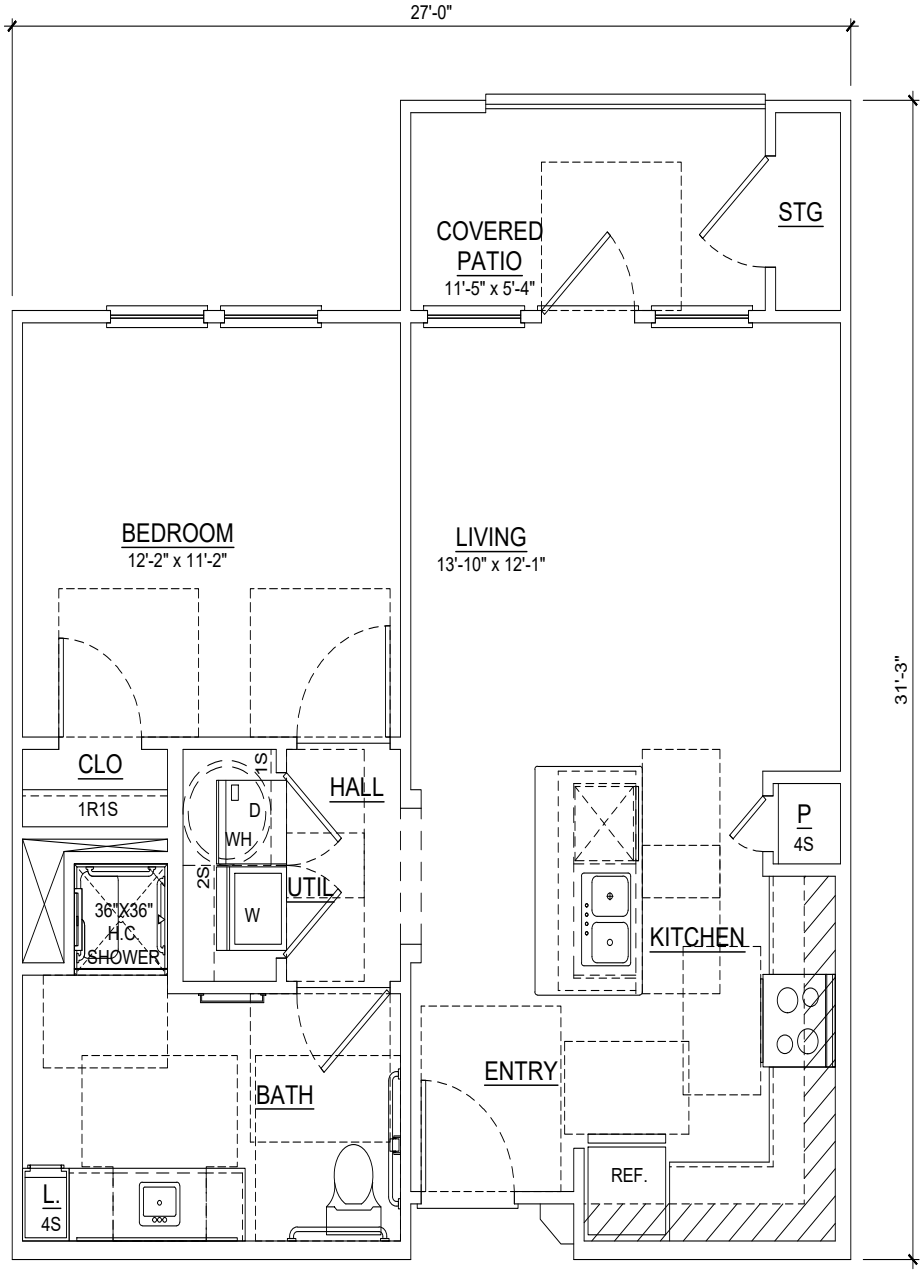

UNIT AMENITIES

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UNIT A1 HC - ONE BEDROOM, ONE BATH 682 S.F.

SCALE 1/4" = 1' - 0"

PATIO = 66 S.F.

STORAGE = 15 S.F.

Cross architects

MERRITT EDGE
MIDLAND, TEXAS

A2.1

UNIT A1 HC

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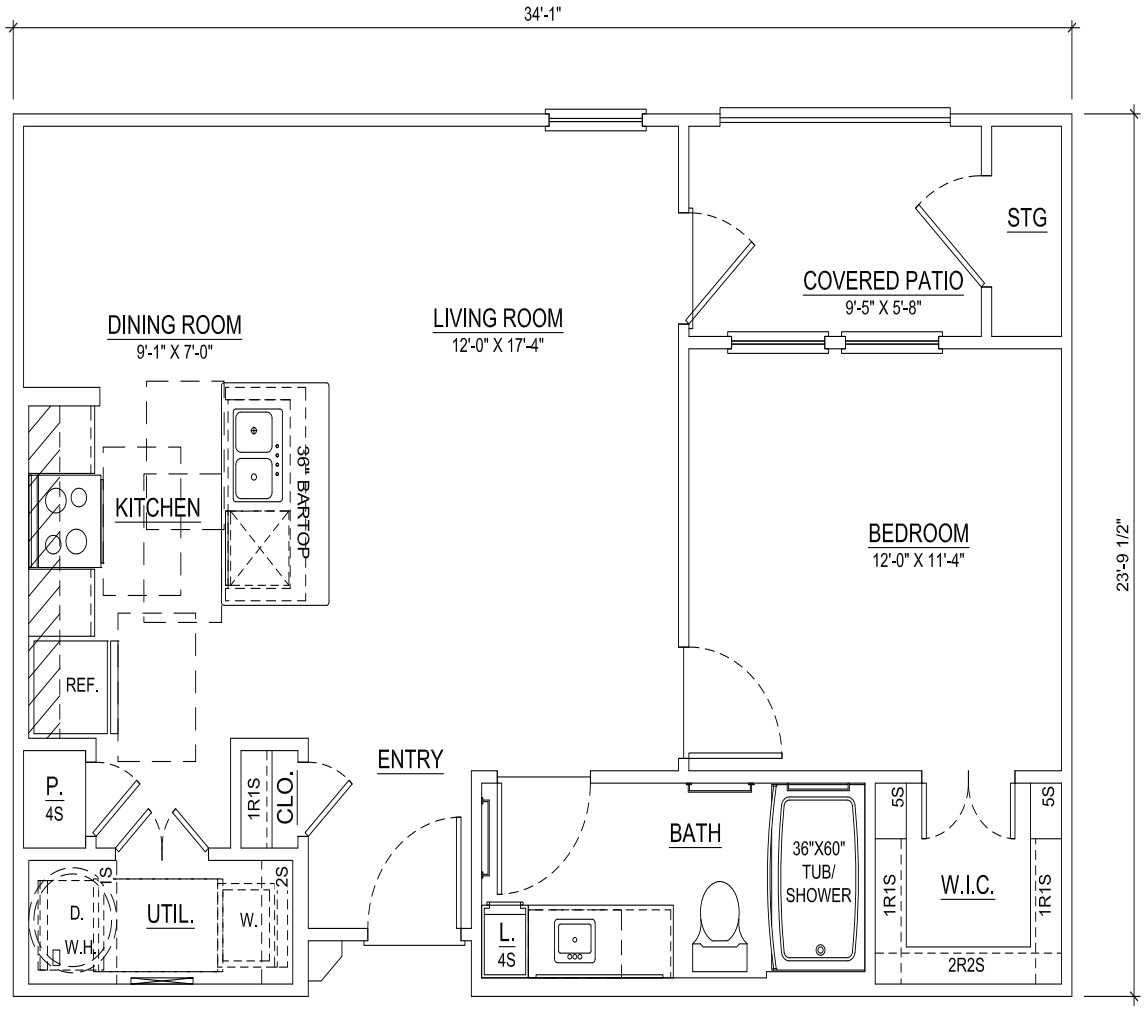

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A2 UNIT - ONE BEDROOM, ONE BATH 720 S.F.

SCALE 1/4" = 1' - 0"

PATIO = 65 S.F.
STORAGE = 12 S.F.

Cross architects

MERRITT EDGE
MIDLAND, TEXAS

A2.2

UNIT A2

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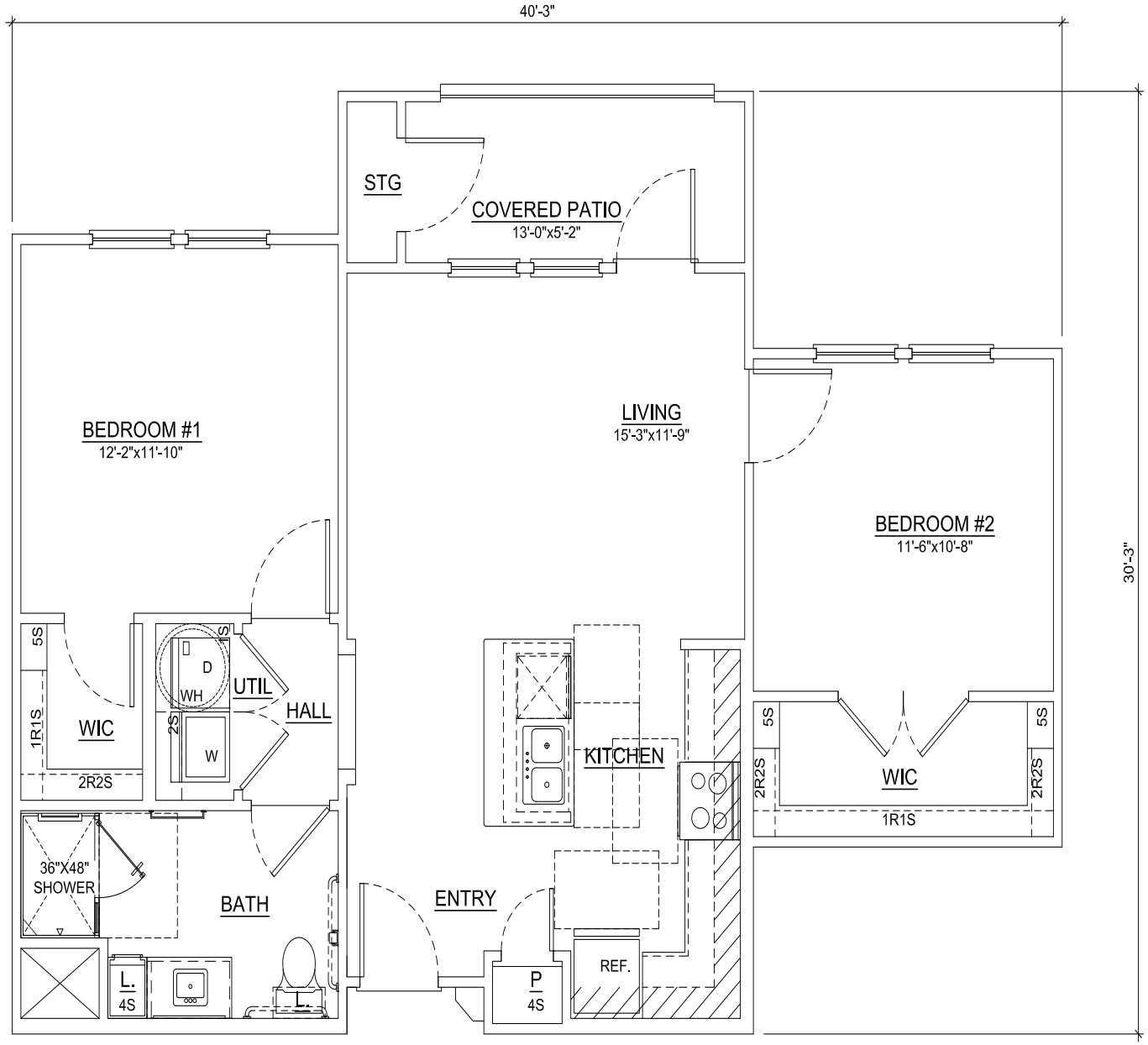

UNIT AMENITIES

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- -R15 WALLS/R30 CEILINGS
- -STORAGE CLOSET GREATER THAN 10 S.F.

UNIT B1 - TWO BEDROOM, ONE BATH 896 S.F.

SCALE 1/4" = 1' - 0"

PATIO = 53 S.F.
STORAGE = 14 S.F.

Cross architects

MERRITT EDGE
MIDLAND, TEXAS

A2.3

UNIT B1

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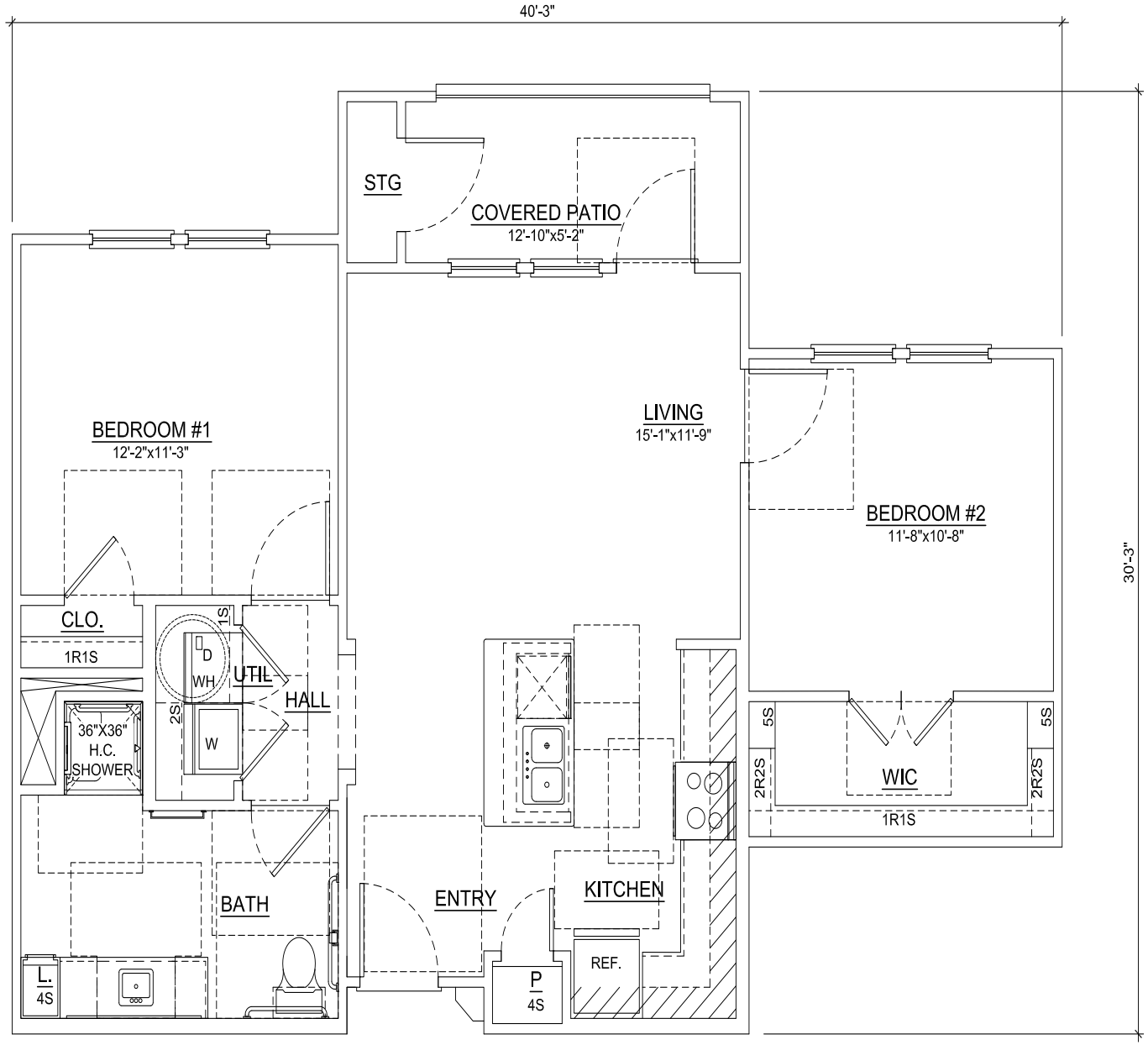

UNIT AMENITIES

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- -R15 WALLS/R30 CEILINGS
- -STORAGE CLOSET GREATER THAN 10 S.F.

UNIT B1 HC - TWO BEDROOM, ONE BATH 896 S.F.

SCALE 1/4" = 1' - 0"

PATIO = 52 S.F.
STORAGE = 14 S.F.

Cross architects

MERRITT EDGE
MIDLAND, TEXAS

A2.4

UNIT B1 HC

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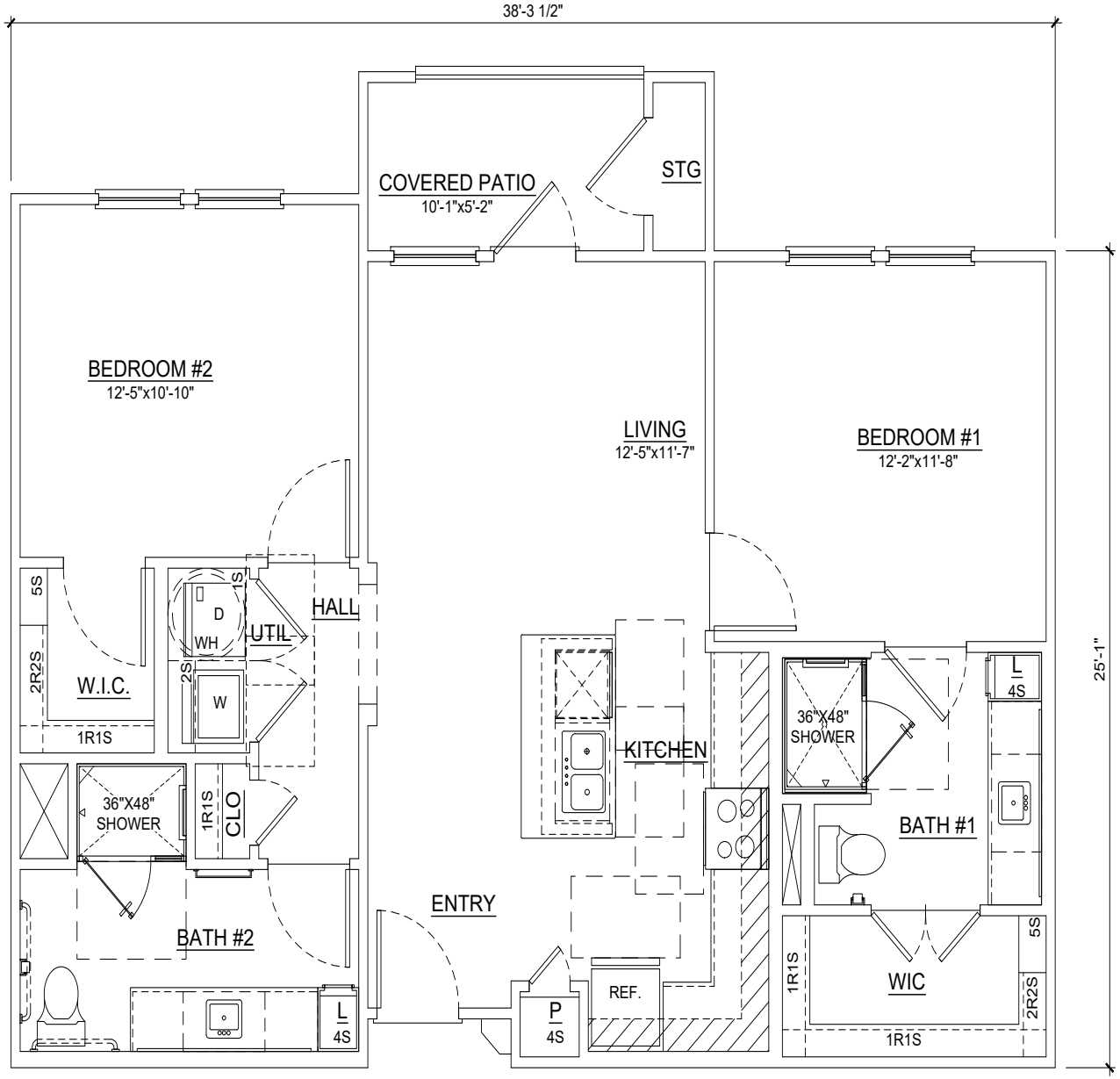

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UNIT B2 - TWO BEDROOM, TWO BATH 975 S.F.

SCALE 1/4" = 1' - 0"

PATIO = 118 S.F.
STORAGE = 18 S.F.

Cross architects

MERRITT EDGE
MIDLAND, TEXAS

A2.5
UNIT B2

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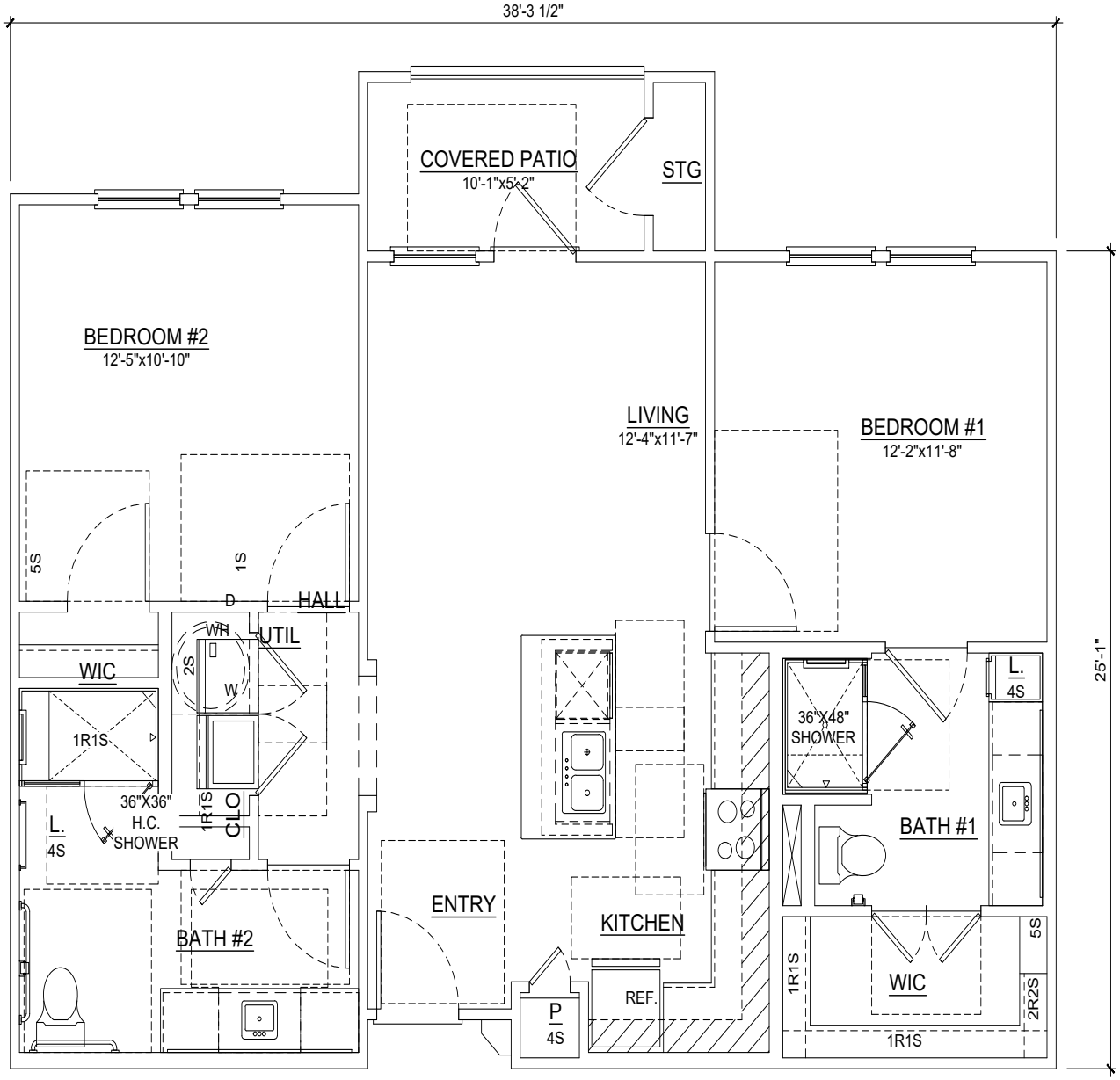
Cross architects



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STORAGE = 18 S.F.

MERRITT EDGE
MIDLAND, TEXAS

A2.6

UNIT B2 HC

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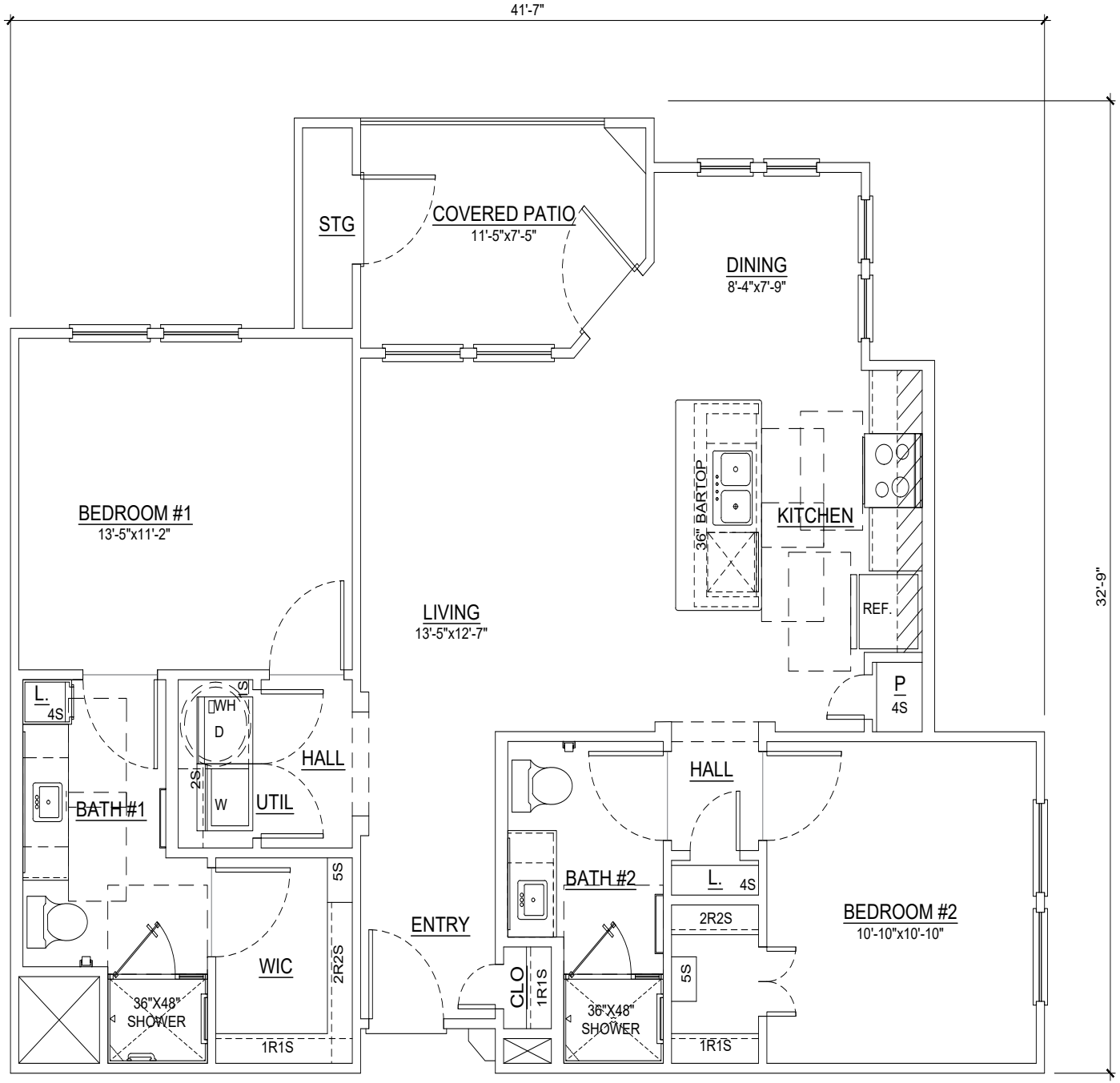
19.20



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- -SELF CLEANING OVENS
- -REFRIGERATOR WITH ICE MAKER
- -MICROWAVE OVEN
- -30% MASONRY ON EXTERIOR
- -R15 WALLS/R30 CEILINGS
- -STORAGE CLOSET GREATER THAN 10 S.F.

UNIT B3 CORNER UNIT - TWO BEDROOM, TWO BATH 1020 S.F.

SCALE 1/4" = 1' - 0"

PATIO = 118 S.F.

STORAGE = 18 S.F.

Cross architects

MERRITT EDGE
MIDLAND, TEXAS

A2.7

UNIT B3

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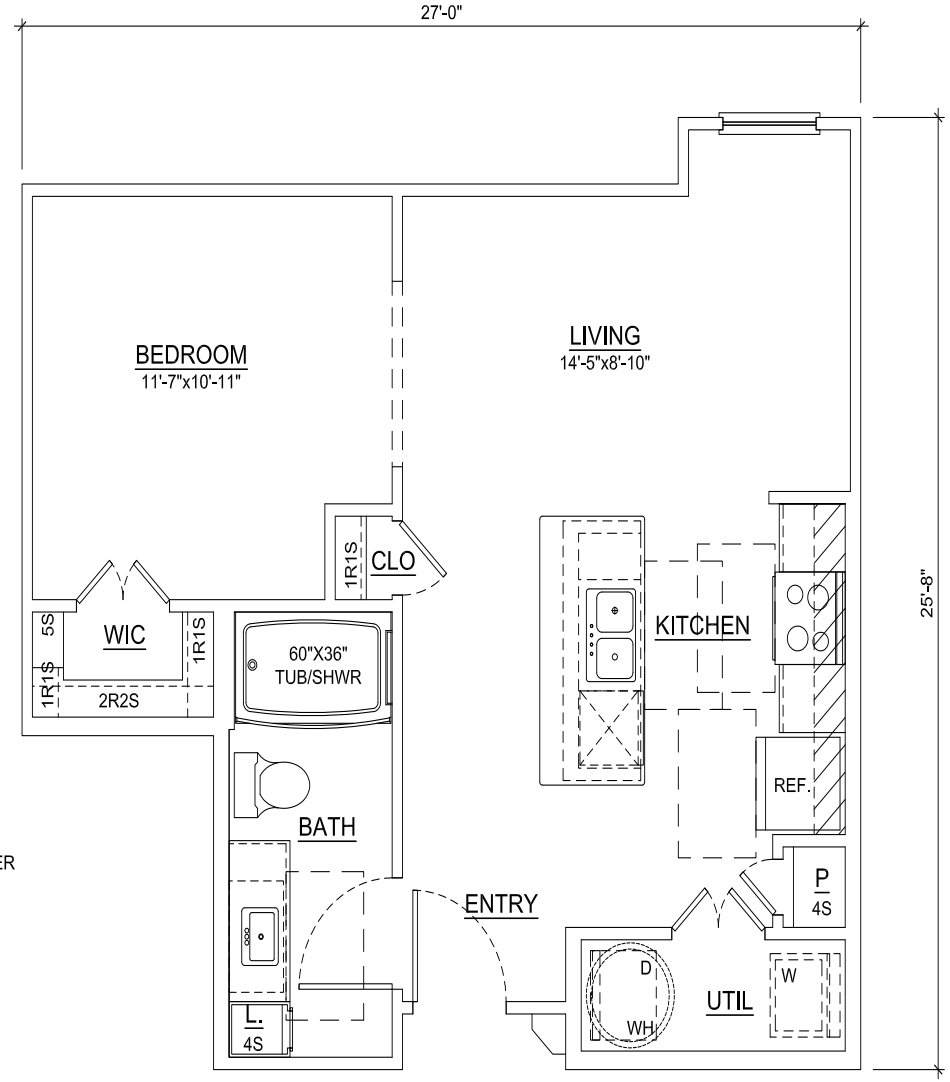


-NINE FOOT CEILINGS
-SELF CLEANING OVENS
-REFRIGERATOR WITH ICE MAKER
-MICROWAVE OVEN
-30% MASONRY ON EXTERIOR
-R15 WALLS/R30 CEILINGS

UNIT E1 - STUDIO, ONE BATH

600 S.F.

SCALE 1/4" = 1' - 0"

PATIO = 0 S.F.
STORAGE = 0 S.F.

Cross architects

MERRITT EDGE
MIDLAND, TEXAS

A2.8
UNIT E1

Copyright © 2020

19.22

FIRST FLOOR S.F. TOTALS
SECTION I - REFER TO A4.0

SECTION II

-NET RENTABLE AREA	6,034 S.F.
-COMMON AREA	2,382 S.F.
-STAIRWAYS, BREEZEWAYS, AND CORRIDORS	1,877 S.F.
-PRIVATE COVERED PATIO	536 S.F.
-PRIVATE OUTSIDE STORAGE	94 S.F.

SECTION III

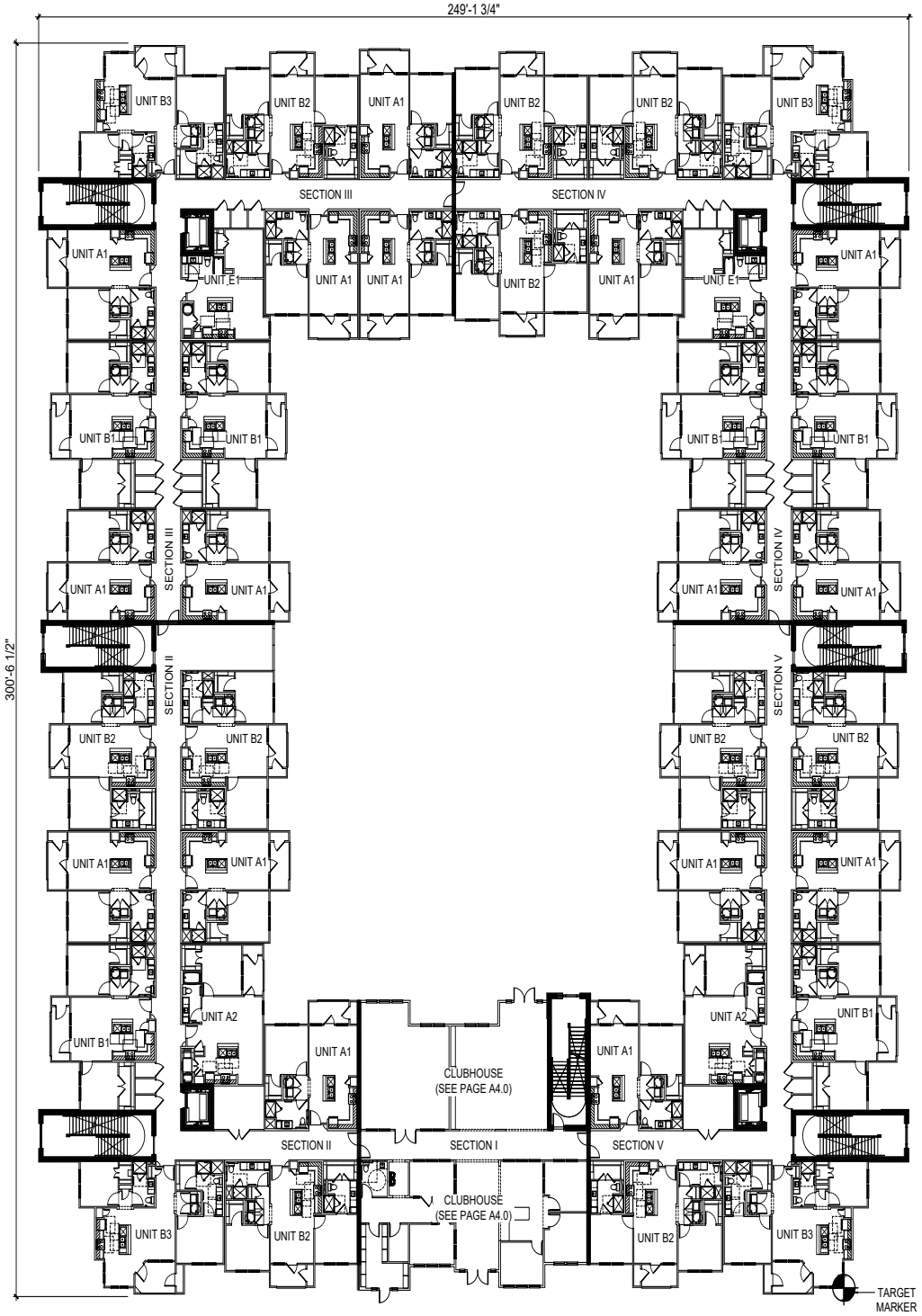
-NET RENTABLE AREA	8,479 S.F.
-COMMON AREA	1,791 S.F.
-STAIRWAYS, BREEZEWAYS, AND CORRIDORS	1,601 S.F.
-PRIVATE COVERED PATIO	626 S.F.
-PRIVATE OUTSIDE STORAGE	106 S.F.

SECTION IV

-NET RENTABLE AREA	9,254 S.F.
-COMMON AREA	1,791 S.F.
-STAIRWAYS, BREEZEWAYS, AND CORRIDORS	1,870 S.F.
-PRIVATE COVERED PATIO	610 S.F.
-PRIVATE OUTSIDE STORAGE	102 S.F.

SECTION V

-NET RENTABLE AREA	6,034 S.F.
-COMMON AREA	2,382 S.F.
-STAIRWAYS, BREEZEWAYS, AND CORRIDORS	1,877 S.F.
-PRIVATE COVERED PATIO	536 S.F.
-PRIVATE OUTSIDE STORAGE	94 S.F.



BUILDING TYPE 'A' - FIRST FLOOR PLAN

1/32"=1'-0"

Cross architects

MERRITT EDGE
MIDLAND, TEXAS

A3.0
BUILDING 'A'
FLOOR PLAN

Copyright © 2020

19.23

SECOND FLOOR S.F. TOTALS
SECTION I - REFER TO A4.0

SECTION II

-NET RENTABLE AREA	6,034 S.F.
-COMMON AREA	2,382 S.F.
-STAIRWAYS, BREEZEWAYS, AND CORRIDORS	1,877 S.F.
-PRIVATE COVERED PATIO	536 S.F.
-PRIVATE OUTSIDE STORAGE	94 S.F.

SECTION III

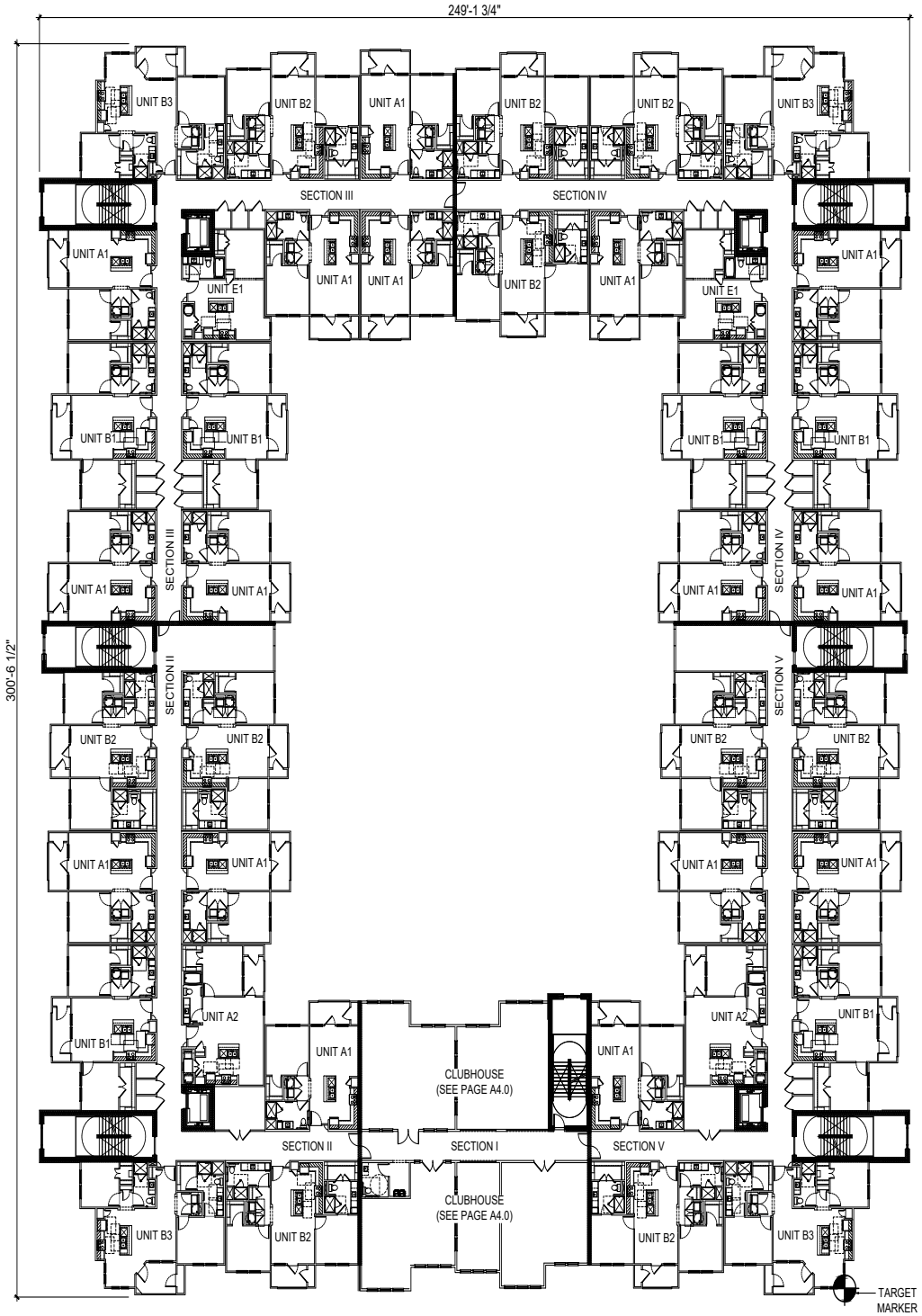
-NET RENTABLE AREA	8,479 S.F.
-COMMON AREA	1,791 S.F.
-STAIRWAYS, BREEZEWAYS, AND CORRIDORS	1,601 S.F.
-PRIVATE COVERED PATIO	626 S.F.
-PRIVATE OUTSIDE STORAGE	106 S.F.

SECTION IV

-NET RENTABLE AREA	9,254 S.F.
-COMMON AREA	1,791 S.F.
-STAIRWAYS, BREEZEWAYS, AND CORRIDORS	1,870 S.F.
-PRIVATE COVERED PATIO	610 S.F.
-PRIVATE OUTSIDE STORAGE	102 S.F.

SECTION V

-NET RENTABLE AREA	6,034 S.F.
-COMMON AREA	2,382 S.F.
-STAIRWAYS, BREEZEWAYS, AND CORRIDORS	1,877 S.F.
-PRIVATE COVERED PATIO	536 S.F.
-PRIVATE OUTSIDE STORAGE	94 S.F.



BUILDING TYPE 'A' - SECOND FLOOR PLAN

3/64"=1'-0"

Cross architects

MERRITT EDGE
MIDLAND, TEXAS

A3.1
BUILDING 'A'
FLOOR PLAN

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THIRD FLOOR S.F. TOTALS

SECTION I

-NET RENTABLE AREA	2,046 S.F.
-COMMON AREA	757 S.F.
-STAIRWAYS, BREEZEWAYS, AND CORRIDORS	757 S.F.
-PRIVATE COVERED PATIO	232 S.F.
-PRIVATE OUTSIDE STORAGE	42 S.F.

SECTION II

-NET RENTABLE AREA	6,034 S.F.
-COMMON AREA	2,382 S.F.
-STAIRWAYS, BREEZEWAYS, AND CORRIDORS	1,877 S.F.
-PRIVATE COVERED PATIO	536 S.F.
-PRIVATE OUTSIDE STORAGE	94 S.F.

SECTION III

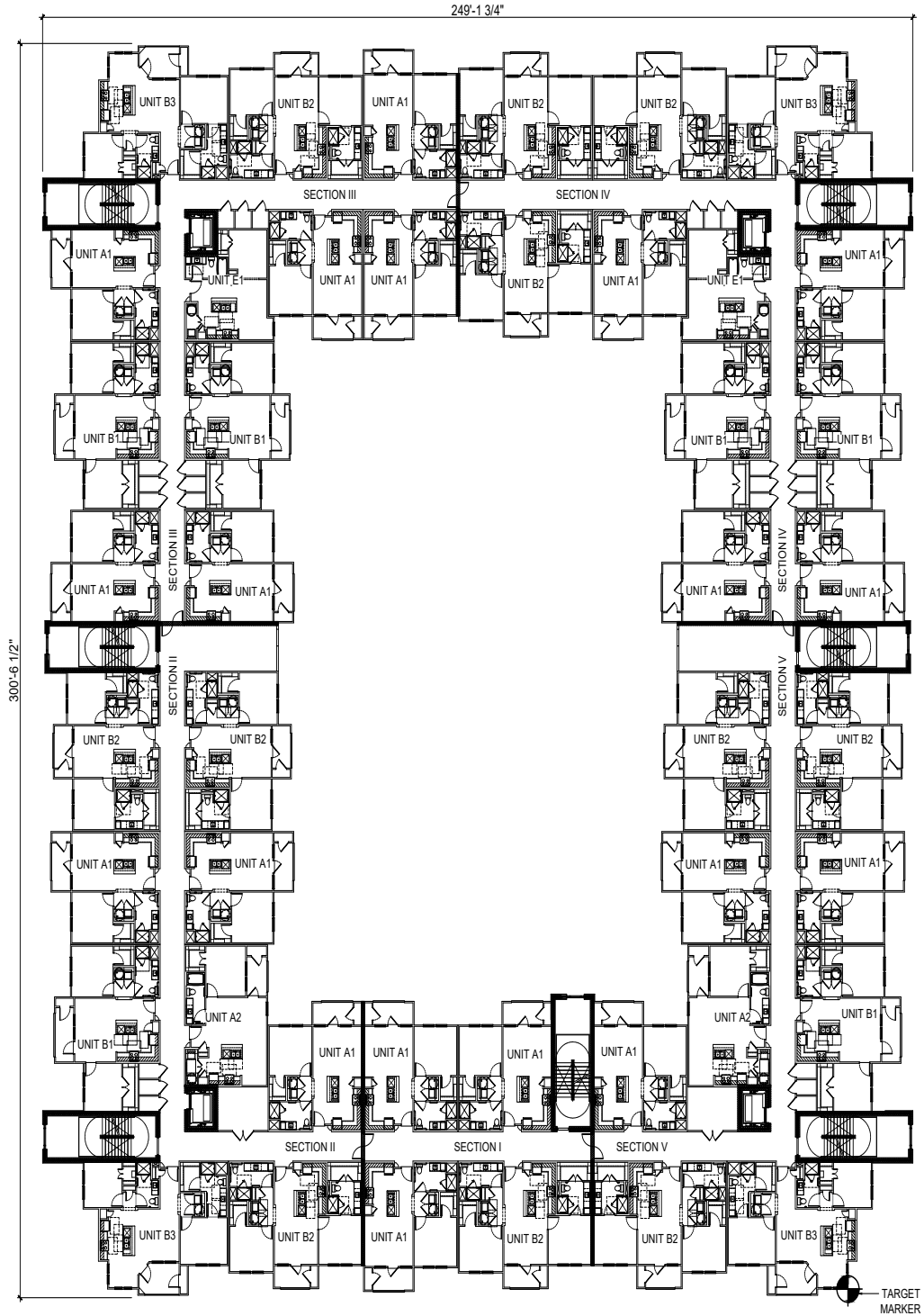
-NET RENTABLE AREA	8,479 S.F.
-COMMON AREA	1,791 S.F.
-STAIRWAYS, BREEZEWAYS, AND CORRIDORS	1,601 S.F.
-PRIVATE COVERED PATIO	626 S.F.
-PRIVATE OUTSIDE STORAGE	106 S.F.

SECTION IV

-NET RENTABLE AREA	9,254 S.F.
-COMMON AREA	1,791 S.F.
-STAIRWAYS, BREEZEWAYS, AND CORRIDORS	1,870 S.F.
-PRIVATE COVERED PATIO	610 S.F.
-PRIVATE OUTSIDE STORAGE	102 S.F.

SECTION V

-NET RENTABLE AREA	6,034 S.F.
-COMMON AREA	2,382 S.F.
-STAIRWAYS, BREEZEWAYS, AND CORRIDORS	1,877 S.F.
-PRIVATE COVERED PATIO	536 S.F.
-PRIVATE OUTSIDE STORAGE	94 S.F.



BUILDING TYPE 'A' - THIRD FLOOR PLAN

3/64"=1'-0"

Cross architects

MERRITT EDGE
MIDLAND, TEXAS

A3.2

BUILDING 'A'
FLOOR PLAN

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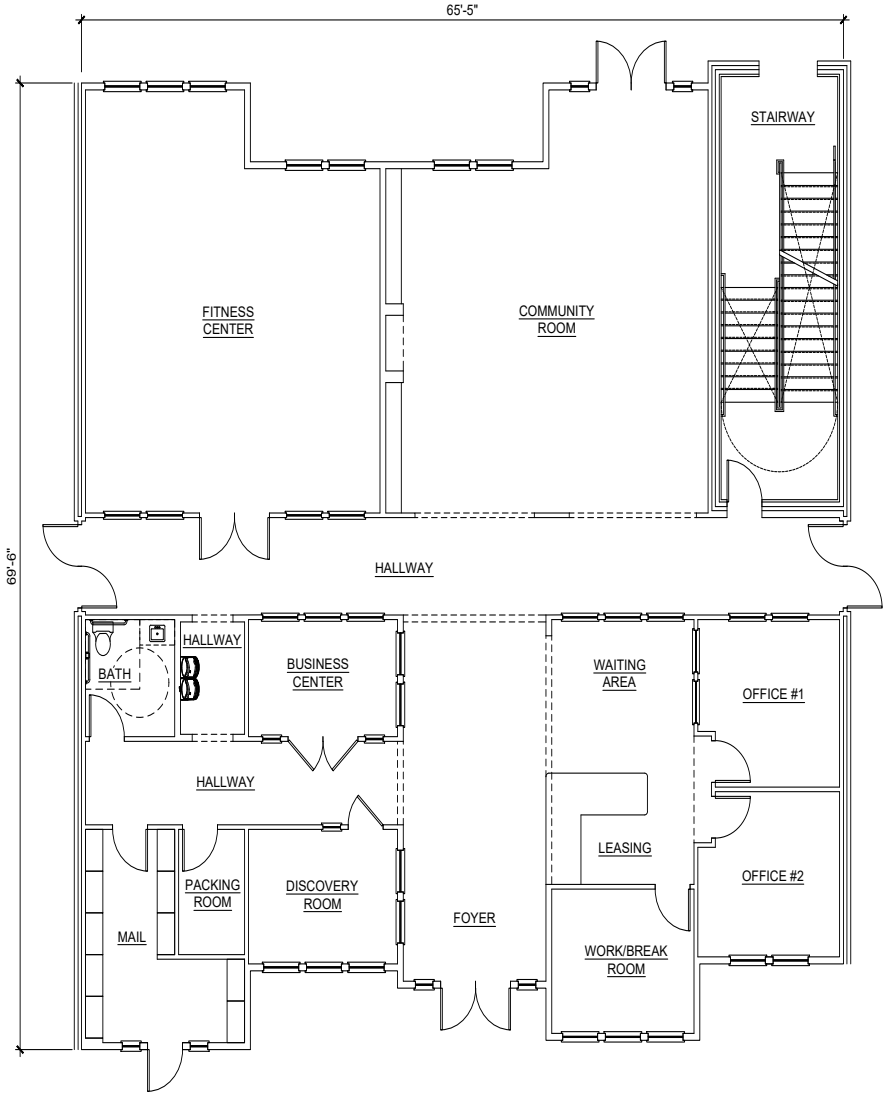
19.25

EMPLOYEE AND TENANT FLOOR AREA - FIRST FLOOR

CONDITIONED SPACE S.F.	
EMPLOYEE ONLY S.F.	
OFFICE #1	140 S.F.
OFFICE #2	140 S.F.
PACKAGE ROOM	51 S.F.
WORK/ BREAK ROOM	126 S.F.
FIRST FLOOR EMPLOYEE ONLY S.F.	457 S.F.
TENANT ACCESS S.F.	
COMMUNITY ROOM	762 S.F.
FITNESS CENTER	703 S.F.
HALLWAY	660 S.F.
FOYER	322 S.F.
STAIRWAY	301 S.F.
BUSINESS CENTER	107 S.F.
DISCOVERY ROOM	132 S.F.
WAITING AREA	139 S.F.
LEASING	101 S.F.
BATH	64 S.F.
FIRST FLOOR TENANT ACCESS S.F.	3,291 S.F.
FIRST FLOOR CLUB SPACE S.F.	3,748 S.F.
FIRST FLOOR COMMON AREA	3,571 S.F.



CLUBHOUSE - FIRST FLOOR PLAN

1/8"=1'-0"

Cross architects

MERRITT EDGE
MIDLAND, TEXAS

A4.0
CLUBHOUSE FLOOR PLAN

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EMPLOYEE AND TENANT FLOOR AREA - SECOND FLOOR
CONDITIONED SPACE S.F.
EMPLOYEE ONLY S.F. - N/A

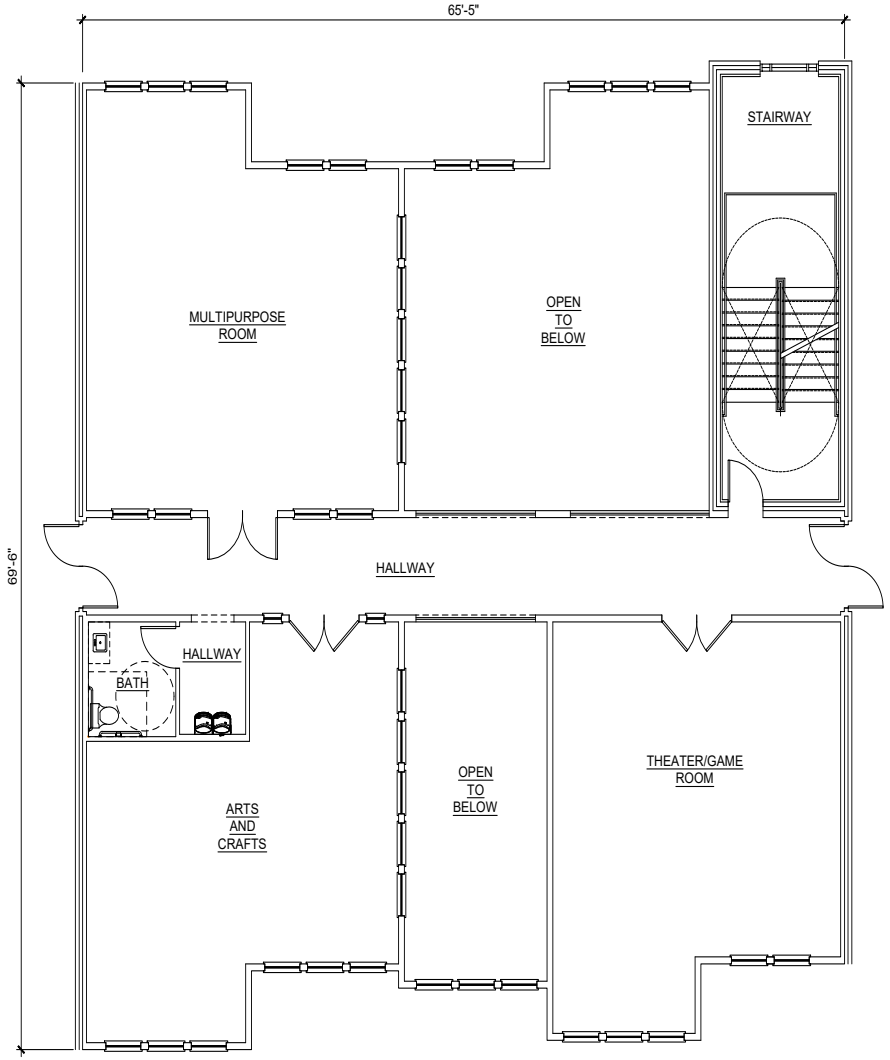
SECOND FLOOR EMPLOYEE ONLY S.F. - N/A

TENANT ACCESS S.F.

MULTI-PURPOSE ROOM	703 S.F.
THEATRE	662 S.F.
HALLWAY	498 S.F.
STAIRWAY	301 S.F.
BATH	64 S.F.

SECOND FLOOR TENANT ACCESS S.F.	2,228 S.F.
SECOND FLOOR CLUB SPACE S.F.	2,228 S.F.
OPEN BELOW	1,078 S.F.

SECOND FLOOR COMMON AREA	2,228 S.F.



CLUBHOUSE - SECOND FLOOR PLAN

1/8"=1'-0"

Cross architects

MERRITT EDGE
MIDLAND, TEXAS

A4.1
CLUBHOUSE FLOOR PLAN

Copyright © 2020

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-20-0172

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: Kestrel Construction, LLC		Phone ( ) Email	
Address PO Box 50655	City Midland	State TX	Zip 79710

Representative *(if different from Applicant or Property Owner)* Firm: Maverick Engineering Printed Name: Andrew L. Mellen, PE		Phone (432) 262-0999 Email amellen@maverick-eng.com	
Address 1909 W. Wall St. Suite K	City Midland	State TX	Zip 79701

Street Address: 205 Corporate Drive

Legal Description
Lot: 2A Block: 1 Subdivision: Corporate Plaza Section 20

Current Zoning: PD

Proposed Zone: PDHD
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Advance the proposed project of a multi-family housing development.

Present Use of Property: Vacant

Proposed Use of Property: Mulit-family housing

How would this zone change affect the public health, safety and welfare? Will bring a much needed increase in the supply of and contribute to the overall leased/rent housing market in Midland

Describe how conditions affecting the property have changed since present zoning designation: None known.

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): Andrew L. Mellen	Date: 2/25/20
Applicant (printed): Andrew Mellen	
Property Owner (signature): Kirk E. Smith	Date: 2.25.20
Property Owner (printed): KIRK E. SMITH	

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 Andrew L. Mellen who, being by me duly sworn, upon oath says: That (s)he is authorized by Kestrel Construction, 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.

Andrew L. Mellen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 26th day of February, 20 20, to certify which witness my hand and seal of office.

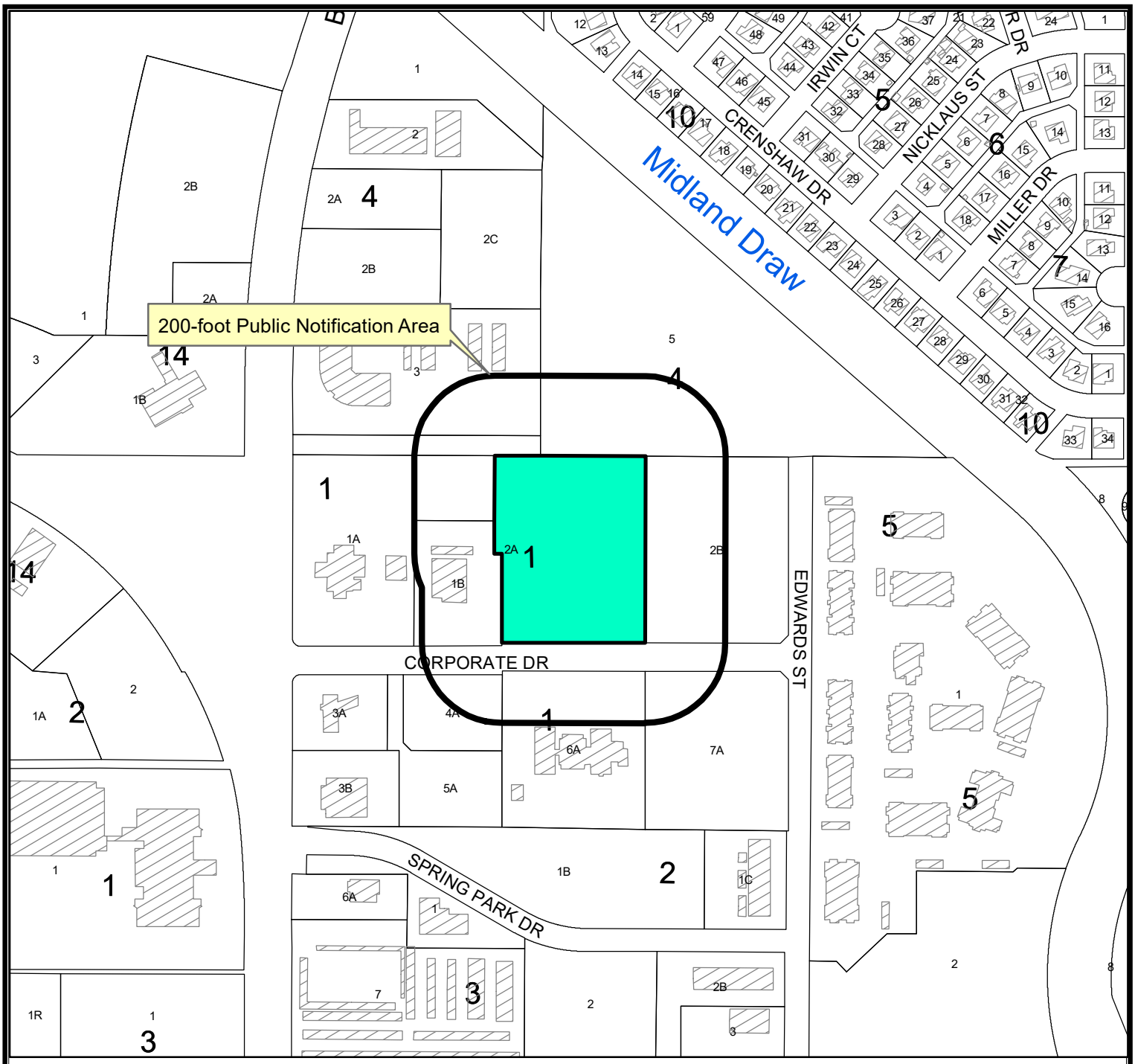
Kelsey Ann Stine
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

NOTARY PUBLIC STATE OF TEXAS
Kelsey Ann Stine
My Commission Expires
02/19/2022
ID No. 131456388

FOR OFFICE USE ONLY	
☒ Property Owner Authorization	☒ Dimensioned Site Plan
☒ Application Fee Check # 3127	☒ Plans in Digital Format (PDF/JPEG)
Received By:	Date:

RECEIVED
FEB 26 2020
BY: JM

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

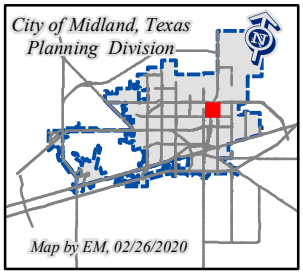
Z-20-0172 **Scale: 1" = 200'**

Consider a request by Maverick Engineering for a zone change from a PD, Planned District for an Office Center to PD, Planned Development District for a Housing Development on Lot 2A, Block 1, Corporate Plaza, Section 20, City and County of Midland, Texas.

Generally located on the north side of Corporate Drive, approximately 550-feet east of North Big Spring. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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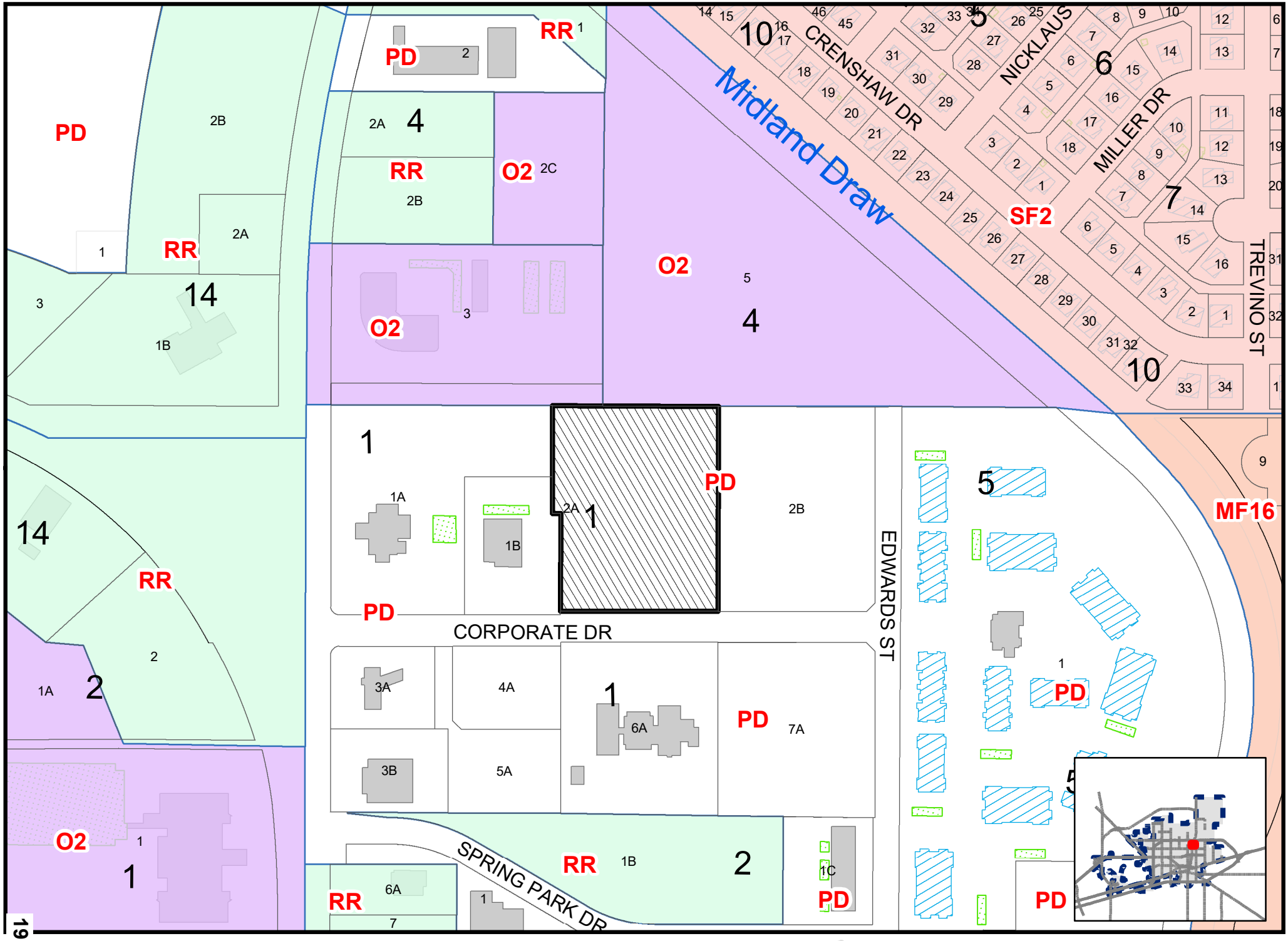
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE I
ANY DECISIONS BASED UPON THE USE OF THIS DAT



19.31

By GAC, 03/13/2020

Z-20-0172

Scale: 1" = 200'

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.

ORDINANCE NO. 8007

AN ORDINANCE AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING THE PROPERTY DESCRIBED IN SECTION ONE HEREOF, WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR AN OFFICE CENTER, TO BE USED AS AN AMENDED PLANNED DISTRICT FOR AN OFFICE CENTER; PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; PROVIDING THAT THE PROPERTY SHALL BE IMPROVED ACCORDING TO THE SITE PLAN, ORDINANCES, AND OTHER SPECIFICATIONS SET OUT AND REFERRED TO HEREIN; CONTAINING A CUMULATIVE CLAUSE AND EXPRESSLY REPEALING ORDINANCE NO. 5784; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of the "Planned District" set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of

Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned PD, Planned District for an Office Center, and it shall be used as an Amended Planned District for an Office Center, subject to the special conditions and restrictions hereinafter set out, said property being described as follows:

Lots 1 through 5, Block 1, Corporate Plaza, City and County of Midland, Texas.

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

A. That Lots 1 and 3 shall be subject to the regulations of the O-2, Office District, except that the maximum building height shall be 80 feet;

B. That Lots 2, 4 and 5 shall be subject to the regulations of the O-1, Office District, except that the maximum building height shall be 40 feet;

C. That Lot 1 may also be permitted to be developed with a funeral home in accordance with Exhibit A, in all respects; and, that following initial development, any building expansion into the indicated "Future Expansion Area" must substantially conform to the building materials and architectural design of the initial construction.

D. That Ordinance Number 5784 shall be repealed.

SECTION THREE. 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 FOUR. 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, and Ordinance No. 5784 is hereby expressly repealed.

SECTION FIVE. 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 SIX. 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 SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 27th day of February, A.D., 2001; and passed to second reading on motion of Council member Wood, seconded by Council member Bradford, by the following vote:

Council members voting "AYE": Wood, Bradford, Morgan, Dingus, Burns and Sinpson

Council members "ABSTAINING": Canon

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Wood, **seconded by Council member** Bradford, **on the** 20th **day of** March, **A.D., 2001, at a regular meeting of the City Council:**

Council members voting "AYE": Wood, Bradford, Morgan, Dingus, Burns, Simpson and Canon

Council members voting "NAY": None

PASSED AND APPROVED THIS 20th **day of** March, **A.D., 2001.**

Robt. E. Burns, Mayor

ATTEST:

Kaylah J. McCord, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

L:\Ordinances\Planning\Planned District\Amended\Z-01-03.wpd

19.36

19.37

19.38

19.39

City Council Agenda

Approved for Agenda:
rwpatrick
City Manager's Office

MEETING DATE: 5/12/2020

TO: City Council / City Manager

FROM: Glenda Arroyo-Cruz, Planner

SUBJECT: Hold a public hearing and consider an ordinance on a request by Jose Ramos for a Zone Change from MF-22, Multiple-Family Dwelling District, to SF-3, Single Family Dwelling District, on Lot 12, Block 30, Moody Addition, City and County of Midland, Texas. (Generally located on the southeast corner of the intersection of S. Carver Street and E. Wall Street. Council District 2)

Purpose:

The applicant, Jose Ramos, is requesting a Zone Change from MF-22, Multiple-Family Dwelling District, to SF-3, Single Family Dwelling District, on Lot 12, Block 30, Moody Addition, City and County of Midland, Texas.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Surrounding Zoning and Land Use:

The properties to the north, south, and west are zoned MF-22, Multiple-Family Dwelling District, and are the locations of Carver Elementary, a vacant lot, and a residence, respectively. The property to the east is zoned SF-3, Single Family Dwelling District, and is the location of a residence.

Discussion:

The property is located at 101 S. Carver Street and is currently vacant. The applicant is proposing to build a home at this location.

Per the previous zoning ordinance, single-family detached dwellings were allowed in this zoning district. As of July 1, 2019, the new zoning ordinance does not allow the use of single-family detached dwellings within MF-22, Multiple-Family Dwelling District.

The planning department has researched the surrounding neighborhood and based on the existing characteristics of the area, the zone change request to allow for a single-family detached dwelling would be appropriate.

The dimensions of the property are approximately 50 feet by 140 feet and would not meet the dimensional regulations of corner lots in the SF-3, Single Family Dwelling District. However, per the Zoning Ordinance section 4.08.D, "Any existing vacant lot platted prior to the zoning ordinance effective date that was legally conforming shall be deemed a conforming lot." The property was platted prior to the effective date of the zoning ordinance; therefore, the lot would be suitable for the development of a home.

This proposed zone change has been circulated to and reviewed by respective City departments 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.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Our staff has examined the FEMA flood map and it appears that this property lies partially within Zone AE and Zone X Shaded, which is a Special Flood Hazard Area subject to inundation by the 1% and 0.2% annual chance flood.

An elevation certificate based off construction drawings will be required to get a building permit to show compliance to the 1 foot of freeboard above the base flood elevation for residential structures. An elevation certificate based off finish construction will be required for the Certificate of Occupancy.

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)

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:

Per the Future Land Use map, this location is designated as Urban-Residential Low. Potential zoning or this area includes Single-Family Dwelling Districts; therefore, this zone change is in compliance with the Future Land Use plan. This request also supports the integrated Land Use Vision Development principal of supporting appropriate infill development, which the plan believes will support the economic value of Midland's existing neighborhoods and makes full use of the existing infrastructure. The Eastside Infill Area analysis states that vacant lots are considered opportunities for new investment in the area, while noting the success that has been seen in this area with past infill development. As the surrounding lots consist of vacant lots and residences, this zone change will follow the existing characteristics of the surrounding neighborhood and provide additional housing for residents of the City of Midland.

The Planning and Zoning Commission recommended approval of this request at the April 20, 2020 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.**

Letters of Objection:

As of May 6, 2020, staff has not received any letters of objection.

Attachments:

Application
Maps

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 12, BLOCK 30, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOUTH CARVER STREET AND EAST WALL 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 12, Block 30, Moody Addition, 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: 2-20-0176

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Jose Ramos		Phone (432) 634-7417 Email Jose aldo Ramos@yahoo.com	
Address 315 E. 09th	City midland	State TX	Zip 79705

Property Owner Printed Name: Jose Ramos		Phone (432) 634-7417 Email Jose aldo Ramos@yahoo.com	
Address	City midland	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 101 S. Carver midland TX 79705

Legal Description
Lot: 12 Block: 30 Subdivision: Moody

Current Zoning: mf22

Proposed Zone:
(List by tracts if more than one district is requested)

Reason for Zone Change Request: single family build

Present Use of Property: vacant

Proposed Use of Property: single family Home

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: vacant

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): Jose Ramos	Date: 3-16-20
Applicant (printed):	
Property Owner (signature): Jose Ramos	Date: 3-16-20
Property Owner (printed) : Jose Ramos	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Jose A. Ramos who, being by me duly sworn, upon oath says: That (s)he is the owner of 101 S. Carver or authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Jose Ramos
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 16 day of March, 2020, to certify which witness my hand and seal of office.

DALIA SALINAS
My Notary ID # 128541568
Expires March 9, 2023

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- ☒ Property Owner Authorization
- ☒ Application Fee
- ☐ Dimensioned Site Plan
- ☐ Plans in Digital Format (PDF/JPEG)

Check #_____

Received By: _____ Date: _____

RECEIVED
MAR 19 2020
BY: _____

****Application will not be considered for scheduling until reviewed by a planner.****

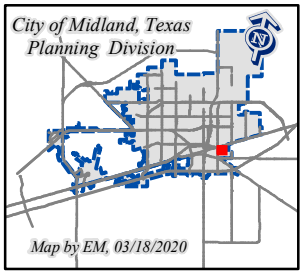
LOCATION MAP

Z-20-0176 **Scale: 1" = 100'**

Consider a request by Jose Ramos for a Zone Change from MF-22, Multiple-Family Dwelling District, to SF-3, Single Family Dwelling District, on Lot 12, Block 30, Moody Addition, City and County of Midland, Texas. Generally located on the southeast corner of the intersection of S. Carver Street and E. Wall Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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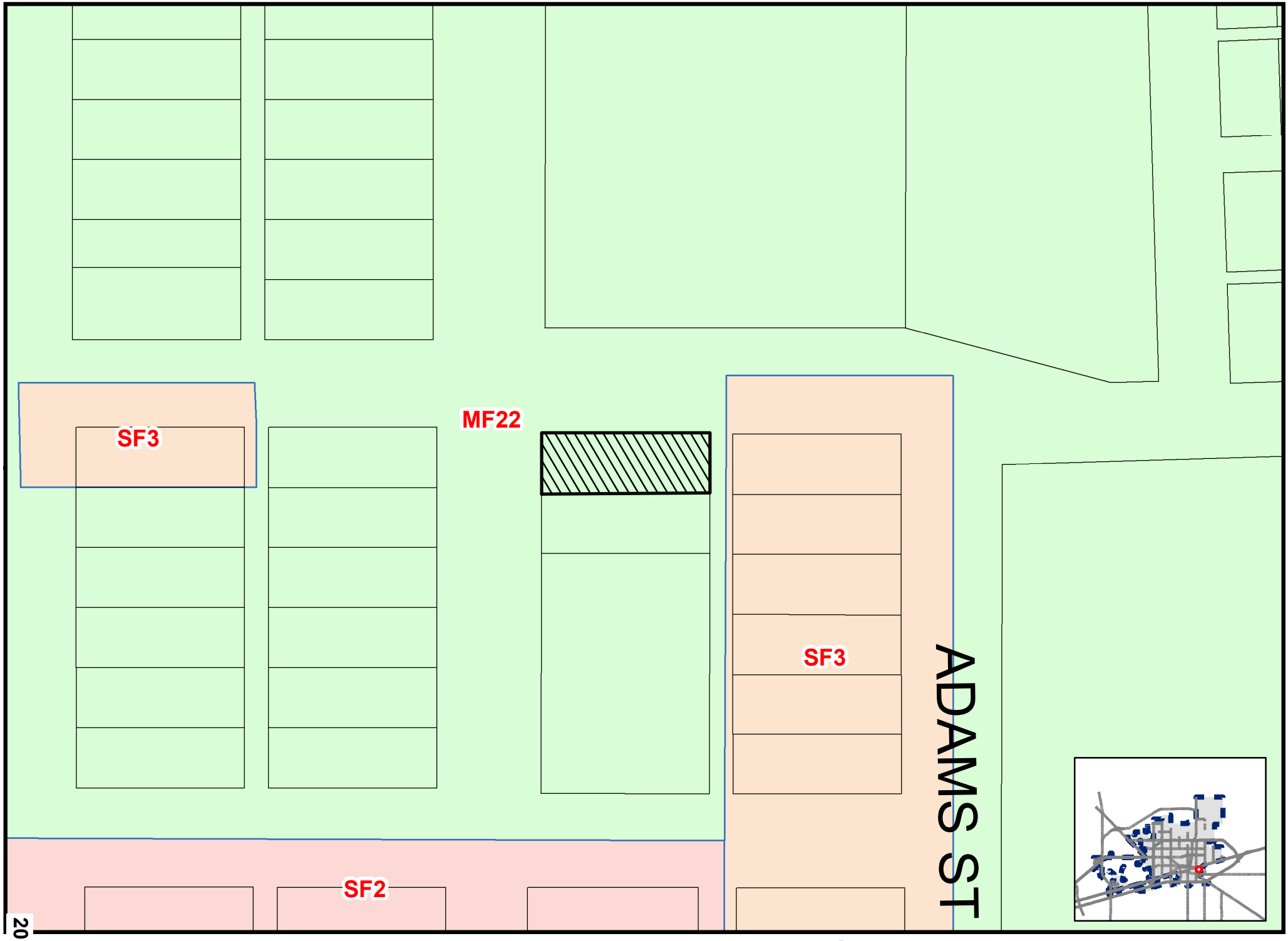
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



20.10

ap By EM, 3/18/2020

Z-20-0176

Scale: 1" = 100'

ZONING MAP

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20.11

20.12

20.13

20.14

City Council Agenda

Approved for Agenda:
rwpatrick
City Manager's Office

MEETING DATE: 5/12/2020

TO: City Council / City Manager

FROM: Carl Craigo,

SUBJECT: Consider a Resolution Authorizing the City Manager to execute an Untreated Groundwater Supply contract with Fort Stockton Holdings.

Purpose:

Consider a Resolution Authorizing the City Manager to execute an Untreated Groundwater Supply contract with Fort Stockton Holding. The contract will be for the purchase of water supply rights of 28,400 acre feet of water with an initial term of 50 years with two possible renewals.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Annual cost of $2,833,896 between 2020 to 2024, $3,192471 between 2025 and 2029, $5,089,446 starting 2030 with an escalator of .05% annual increase to 2070. Cost of project from 2020 to 2070 of $261,089,061.

Discussion:

The fiscal impact will be shared through an interlocal agreement between City of Midland, City of San Angelo and City of Abilene.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN UNTREATED GROUNDWATER SUPPLY CONTRACT BETWEEN THE CITY OF MIDLAND AND FORT STOCKTON HOLDINGS, L.P.

WHEREAS, Fort Stockton Holdings, L.P. ("FSH") would like to repurpose the groundwater resources it owns and controls and has developed historically to make the same available for purposes of selling a specified volume of untreated groundwater to the City of Midland ("City") to facilitate the City's ability to meet its long-term municipal water supply needs; and

WHEREAS, the City would like to secure FSH's groundwater supplies in an effort to meet its long-term municipal water supply needs and the additional water supply needs within the West Texas region; and

WHEREAS, FSH is willing to sell to the City the 28,400 acre-feet of groundwater annually; and

WHEREAS, the City is willing to purchase from FSH the 28,400 acre-feet of groundwater annually; and

WHEREAS, the City Council of the City of Midland, Texas, finds it to be in the public interest to authorize the execution of an Untreated Groundwater Supply Contract with FSH for the purposes stated herein;

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 execute, on behalf of the City of Midland, an Untreated Groundwater Supply Contract between the City of Midland and Fort Stockton Holdings, L.P. A copy of said contract shall be on file in the City Secretary's Office referenced by the date and number of this resolution.

SECTION TWO. That the City Manager is hereby authorized and directed to negotiate and execute, on behalf of the City of Midland, any and all related agreements, amendments, easements, legal instruments, or documents necessary and appropriate to carry out the intent of said contract.

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

PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

Untreated Groundwater Supply Contract between Fort Stockton Holdings, L.P., and the City of Midland, Texas

This contract addresses three general components that can be summarized as an agreement to (1) purchase groundwater from FSH on a take-or-pay basis, (2) develop a wellfield on FSH property that is capable of producing the purchased groundwater, and (3) produce and transport the groundwater through a license to operate pursuant to FSH's groundwater production and transport permit.

This contract is not a *groundwater lease*.
This contract is not an agreement to *purchase groundwater rights*.

Contract for Sale of and Access to Groundwater

FSH owns a groundwater production and transport permit issued by the Middle Pecos Groundwater Conservation District that allows FSH to produce and use 24,800 acre feet of Edwards-Trinity groundwater each year. This authorization is referred to in the contract as the "Regular Permit". The Regular Permit also allows all 24,800 acre feet of the produced groundwater to be transported and used outside of the boundaries of the groundwater district for municipal use. This contract provides that the City will purchase all 24,800 acre feet of Trinity-Edwards Groundwater from FSH each year on a take-or-pay basis.

FSH currently owns and operates a series of groundwater wells to serve its existing agricultural irrigation needs. None of these wells are completed or equipped to satisfy the Texas Commission on Environmental Quality's municipal drinking water design criteria or other standards. The City will be required to design, construct, and operate a wellfield capable of meeting the City's needs and satisfying TCEQ requirements. The contract grants the City access to the FSH property to develop and operate a wellfield that will serve this purpose.

Because the City will develop and operate the groundwater wellfield, it must have the legal authority to drill and complete wells, and produce, transport, and use the 28,400 acre feet of groundwater. This contract provides the City with a license from FSH to operate under the terms and authorizations of the Regular Permit.

PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION

Contract Term

The contract will begin on the effective date and continue until December 31, 2070. The City will have the opportunity to extend the contract term until 2090, and then again until 2110. The agreement gives both parties the ability to terminate the contract early in the event of a contract breach, which includes insolvency, material breaches of the agreement, and groundwater district termination of FSH's permit without any replacement by a functional equivalent authorization.

On termination of the contract, the City's license to operate under the Regular Permit also terminates, any additional permits the City acquired that relate to operations on the FSH property will transfer to FSH, and all applicable easements revert to FSH or otherwise expire. In addition, FSH will have the option to purchase any wells, pumps, and pump motors installed by the City for a nominal fee. The contract gives FSH the option to purchase any other components of the wellfield for fair market value. The City will otherwise be required to return the property to its prior-development condition.

Access and Point of Delivery

Although the City will be responsible for producing groundwater to the surface, the purchased water is not considered delivered until it reaches each meter. Title to the water will change from FSH to the City at that point.

The contract grants the City a comprehensive authorization to design and develop a wellfield that is capable of efficiently and reliably producing groundwater from below surface and transporting it into the City's water distribution system. While FSH will have 90 days to review and approve the City's preliminary wellfield design, FSH is prohibited from unreasonably withholding its approval. The design is deemed approved at the end of 90 days.

The City will not be authorized to (i) conduct any surface or subsurface disposal or storage activities on the FSH property, (ii) conduct any aquifer storage and recovery activities, (iii) grant third-party access to the property not directly related to the wellfield construction, operations, and maintenance, or (iv) interfere with FSH's existing operations.

In addition, FSH will grant easements to the City necessary to develop and operate the wellfield system. Compensation for the easements will be tied to the University Lands Rate and Damage Schedule published by the General Land Office.

PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION

Permitting Rights and Obligations, and uses of FSH Property (the "Contract Premises")

FSH will retain ownership of the Regular Permit. The contract provides the City with a license to exercise all rights and privileges, and be bound by all regulatory obligations, of the Regular Permit in a manner akin to standing in the shoes of FSH. FSH is obligated to assist the City in securing regulatory authorizations needed to implement the contract, including the authorizations necessary to construct and operate new wells on the Contract Premises. The City will have limited access to certain existing agricultural irrigation wells for purposes of testing and monitoring groundwater levels and quality.

Both parties are obligated to share information with each other that is relevant to groundwater production and compliance with the Regular Permit. In addition, FSH will make its technical consultants and their reports available to the City.

FSH will be responsible to securing the permit renewal this summer and notifying the groundwater district that the City is fully licensed to operate pursuant to the Regular Permit. The City will thereafter be responsible for securing any additional permitting, permit amendments, and other necessary authorizations from the groundwater district.

The Regular Permit requires measuring production on a well-by-well basis, in addition to water transportation through a single groundwater transport measuring device. The contract requires the City to install, monitor, operate, and maintain each of the meters at the City's expense. The City will be required to calibrate at intervals required by law or, at least, every 12 months. FSH can request additional calibration during interim periods at the its expense. If, however, the results of the calibration show a measurement inaccuracy greater than three percent, the City will be required to pay the expense. The City will be responsible for reporting groundwater production to the groundwater district and for notifying FSH in the event of a release, spill, or escape of hazardous materials on the Contract Premises.

Once the wellfield system is online and the system is capable of delivering water to the City's service area, the City will be responsible for costs and oversight of monitoring water quality and corresponding static water level measurement requirements. Before that time, FSH will retain these responsibilities.

The City will otherwise be responsible for maintaining compliance with the terms of the Regular Permit at the City's expense. Similarly, the City will be responsible for all costs of design, engineering, construction, maintenance, and operation of the wellfield system. Both parties will

cooperate and support the other in matters relating to protecting the rights and scope of the Regular Permit before regulatory authorities.

Reserved Rights

In addition to the Regular Permit, FSH holds separate Historic and Existing Use Permits—referred to in the contract as the "H&E Permits"—that allow FSH to produce an 19,018 acre feet of groundwater. The H&E Permits currently only authorize the produced water to be used for agricultural irrigation purposes. FSH may have the opportunity in the future to amend the H&E Permits to allow for municipal uses. The contract specifies that the 28,400 acre feet and 19,018 acre feet authorizations are distinct volumes, and the City's production is limited to the 28,400 acre feet of groundwater produced under the terms of the Regular Permit. The contract does not include the conveyance of any real property rights to any portion of the Contract Premises, other than easements for development and operation of the wellfield system. The contract does not convey any oil, gas, or other mineral rights in the Contract Premises.

The contract authorizes FSH to produce and use, at its cost and expense, portions of the Annual Volume for agricultural irrigation purposes on the Contract Premises free of charge. The contract also authorizes FSH, at its cost and expense, to produce and sell portions of the Annual Volume for non-municipal uses off of the Contract Premises. For these third-party sales, FSH will reimburse the City for all volumes sold at the City's rate in effect at the time of the sale. All of FSH's uses and sales are subject to the City's superior contract right to produce, transport, and use all of the Annual Volume at all times.

Warranties, Disclaimers, and Indemnification

Each party represents to the other that it has full authorization and ability to enter the contract and bind the respective party. FSH represents and warrants that the Regular Permit is without contractual, financial, or other encumbrance. The City warrants that its execution of this contract will not breach any other contractual, financial, or other agreements the City may be committed to at the time of execution. The contract requires the City to remove any and all liens the City is responsible for having placed on the Contract Premises or FSH's groundwater estate. The City commits to securing all necessary permits, in addition to the Regular Permit, the City may require to carry out the terms of the contract. FSH disclaims any warranty that the City will be required to obtain any additional required permits, that the groundwater will be of the quality or quantity desired by the City for the intended purposes of the produced water, and that the water will be

suitable for any particular purpose. The contract includes indemnification obligations of each party and it imposes a required minimum level of insurance coverae.

Assignment

The City will have the ability to freely assign all or any part of, or interest in, the contract between and among the Partnership cities as well as any other municipal water supplier that is capable of being bound to and complying with the contract terms. For assignments to these municipal water suppliers, the City will be required to provide advance notice to FSH of the assignment, but the assignment will not require FSH's prior consent to be effective. The City will also be authorized to assign all or any part of, or interest in, the contract to non-water supply entities with FSH's prior consent. The City must be current in payments and in full compliance with the remaining contract terms and the Regular Permit in order to make any assignment of the contract. The City's assignees must be capable of meeting all financial obligations imposed by the contract. The assignees will be bound to the contract to the same extent as the City. FSH is authorized to assign the contract in whole or in part if the assignment is made expressly subject to the contract, and if the City gives its prior approval to the assignment.

Annual Payments

The contract will impose a tiered, take-or-pay rate for the Annual Volume dictated by time. From the date the contract goes into effect until January 1, 2025, the City will pay $0.30625 per 1,000 gallons of the Annual Volume. The payment for 2020 will be prorated for the calendar year and will be due within 30 days of the effective date of the contract. The rate increases to $0.3425 on January 1, 2025 and will remain the same through December 31, 2029. Beginning January 1, 2030, the rate increases to $0.55 per 1,000 gallons. On January 1, 2031, and through the remainder of the contract term, the rate increases by 0.5% of the rate in effect for the previous year. The City will be liable for interest on payments received later than 30 days after the payment due date. The City's failure to pay within 60 days of the due date will risk termination of the contact.

If the City is prevented, through no fault of its own, from producing transporting, or using any portion of the Annual Volume because of a regulatory curtailment, then the payment due to FSH will be reduced to the volumes the City is allowed to produce during the effected periods. The payment will be similarly reduced in the event the aquifer cannot yield the full Annual Volume because of conditions not caused by the City.

PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION

The City will be responsible for any taxes that may be imposed on the Annual Volume, as well as all fees imposed by the groundwater district. The City will likewise be responsible taxes imposed on any improvements the City makes to the Contract Premises, as well as equipment or personal property taxes imposed on City equipment. FSH will be responsible for any similar taxes attributable to any of the Annual Volume it uses on premises or sells off premises.

The City may enter into water supply contracts with other political subdivisions and it may freely contract with third parties for design, construction, and operation of the wellfield system.

The City will be prohibited from selling any groundwater for industrial uses, including oilfield services, outside of the City's service area. FSH will be prohibited from selling any of the Annual Volume to any public water supplier or for public water supply purposes.

Miscellany

The contract can only be modified by written agreement between the parties. Each party will have a right to notice from the other of an alleged default and an opportunity to cure any default. If a dispute arises over an alleged breach of the contract, the defaulting party will pay the prevailing party's attorneys' fees and costs. The contract will be bound by and interpreted under Texas law. Any lawsuit between the parties must be filed in Midland County. The City will be responsible for developing a water conservation plan that satisfies the groundwater district's rules. The City will be required to include similar requirements in any resale contracts.

UNTREATED GROUNDWATER SUPPLY CONTRACT BETWEEN FORT STOCKTON HOLDINGS, L.P., AND THE CITY OF MIDLAND, TEXAS

This Untreated Groundwater Supply Contract is made by and between the City of Midland, Texas, a home rule municipal corporation located in Midland County, Texas, operating pursuant to its City Charter and the laws of the State of Texas (the "***City***"), and Fort Stockton Holdings, L.P., a Texas limited partnership with a principal place of business located at the address for notification purposes referenced below ("***FSH***"). FSH and the City are each referred to in this agreement generally as a Party and collectively as the Parties. This contract is referenced throughout as this or the "***Contract***". Words and phrases used throughout this Contract are subject to the definitions provided in Schedule 1 unless expressly defined otherwise.

RECITALS

1. FSH would like to repurpose the groundwater resources it owns and controls and has developed historically to make the same available for purposes of selling a specified volume of untreated groundwater to the City to facilitate the City's ability to meet its long-term municipal water supply needs and the additional water supply needs within the West Texas region.

2. The City would like to secure FSH's groundwater supplies in effort to meet its long-term municipal water supply needs and the additional water supply needs within the West Texas region.

3. FSH holds a Regular Permit issued by the Middle Pecos Groundwater Conservation District effective July 18, 2017, authorizing the production, transport, and use of up to 28,400 acre-feet of groundwater per year from the Aquifer underlying the Contract Premises for multiple beneficial purposes within and outside the boundaries of the District.

4. This Contract covers and includes only the Groundwater FSH is authorized to produce from the Aquifer underlying the Contract Premises pursuant to the Regular Permit, and expressly excludes any rights FSH has to produce Groundwater pursuant to the H&E Permits or otherwise from the Aquifer or any other aquifer underlying the Contract Premises.

5. Since the issuance of the Regular Permit on July 18, 2017, the total volume of Groundwater the District has permitted FSH to produce is 47,418 acre feet each year from the Aquifer underlying the Contract Premises, which includes both FSH's H&E Permits (19,018 acre-feet per year authorized for agricultural use) and the Regular Permit (28,400 acre-feet per year authorized for agricultural, industrial, and municipal uses both within and outside the District).

6. FSH has historically relied on production from 25 existing groundwater wells within the Contract Premises, known as the Farm Wells, that were drilled for irrigation use and permitted by the District to produce Groundwater from the Aquifer within the Contract Premises.

7. None of the Farm Wells were designed, engineered, or constructed to meet either federal or state drinking water standards, nor are any of the Farm Wells classified by the TCEQ as public water supply wells.

8. The Regular Permit has been issued to allow for the production, transport, and use of up to 28,400 acre feet annually of Groundwater produced and transported from the Contract Premises for use within the West Texas region both inside and outside of Pecos County, Texas, for beneficial uses, including municipal, agricultural, and industrial purposes.

9. The Regular Permit, and the right to produce Groundwater from the Contract Premises pursuant to the Regular Permit, is subject to the regulatory jurisdiction of the District, including the terms of the Regular Permit and the provisions of the District's Management Plan, rules, enabling legislation, and Chapter 36 of the Texas Water Code, and other applicable law and/or regulatory authority of other governmental entities with jurisdiction over Groundwater.

10. FSH is willing to sell to the City the 28,400 acre-feet of Groundwater annually as authorized by the Regular Permit.

11. The City is willing to purchase from FSH the 28,400 acre-feet of Groundwater annually authorized by the Regular Permit.

12. The City is willing to design, construct, operate, measure, and maintain the necessary Groundwater production, collection, and transport infrastructure, including all wells, pumps, water storage and treatment facilities, pipeline transmission lines, ingress, egress, and utility corridors, and related facilities for producing, delivering, transporting, measuring, treating, storing and using up to 28,400 acre feet of Groundwater annually pursuant to the terms of this Contract.

13. FSH is willing to provide the City with all reasonable access to the Contract Premises, and license to exercise the production, transport, and use authorizations in the Regular Permits, necessary for the City to effectively and efficiently explore for, develop, produce, deliver, transport, and use the 28,400 acre feet of Groundwater annually.

14. The Parties acknowledge and agree that this Contract involves the sale Groundwater delivered and measured at a meter located proximate to the wellhead on the Contract Premises.

15. The Parties acknowledge that the negotiation of this Contract, and the post-closing development and operation of the City's Wellfield System involve the exchange and delivery of confidential and proprietary information between the Parties, including by not limited to information related to:

(i) the volume and reliability of Groundwater resources, and

(ii) the geologic and hydrogeologic characteristics of the Contract Premises and the underlying Aquifer, and

(iii) the market conditions for the sales market and pricing of the groundwater to be produced, and the economic benefits to be derived by the Parties pursuant to the confidential and proprietary information to be exchanged between the Parties.

NOW, THEREFORE, the Parties agree to the following:

ARTICLE I

CONTRACT FOR SALE OF AND ACCESS TO GROUNDWATER

Section 1.1. Groundwater Sale. FSH agrees to sell to the City and the City agrees to buy the Annual Volume. FSH shall grant a license to the City to use the Regular Permit, including the ability to pursue amendments to it from the District, to facilitate the production of Groundwater for subsequent beneficial use, subject to the terms of this Contract.

Section 1.2. Groundwater Access. During the Contract Term, FSH grants to the City the exclusive right to design, develop, construct, maintain, and operate the Wellfield System to produce the Annual Volume of Groundwater underlying the Contract Premises pursuant to the terms of the Regular Permit and subject to the terms of this Contract.

Section 1.3. Groundwater Development and Production. The City shall have the right, at the City's sole cost and expense, to develop the Annual Volume of the Groundwater underlying the Contract Premises contracted to the City and to construct wells and a gathering and collection system on, about and under the Contract Premises to transport the Groundwater to the City-controlled property for the storage and transmission to the City's customers and markets

ARTICLE II

CONTRACT TERM

Section 2.1. Contract Term. Except as otherwise provided below, the Contract shall begin on the Effective Date and continue until the Termination Date.

Section 2.2. Early Termination by the Parties. (a) The rights of termination prescribed in this Section 2.2 are intended to be in addition to, and not a limitation upon or an election by any Party with respect to, the remedies otherwise available to the Parties at law or in equity, or pursuant to other provisions of this Contract.

(b) FSH has the right to terminate this Contract early, in whole or in part, if:

(1) the City commits a material breach of this Contract; or

(2) the City becomes insolvent, files a petition in bankruptcy, or is placed in receivership; or

(3) the District terminates the Regular Permit without issuing a replacement permit having equivalent or more favorable terms to the Regular Permit, or the District refuses to grant the Parties, or either of them, either an amendment to the Regular Permit or an additional permit (*e.g.*, a permit to drill and produce from a new well or replacement well constructed to meet TCEQ standards for municipal supply wells) that the Parties, or either of them, consider essential to the fulfillment of their obligations under this Contract.

(c) Subject to the City's opportunity to cure, as set out in Section 10.4, FSH may terminate this Contract prior to the Termination Date and seek such legal remedies at law or in equity as may be available to it, by providing written notice to the City in response to any one or more of the above events.

(d) The City has the right to terminate this Contract early, in whole or in part, if:

(1) FSH commits a material breach of this Contract; or

(2) FSH becomes insolvent, files a petition in bankruptcy, or is placed in receivership; or

(3) the District terminates the Regular Permit without issuing a replacement permit having equivalent or more favorable terms, or the District refuses to grant the Parties, or either of them, either an amendment to the Regular Permit or an additional permit, *e.g.*, a permit to drill and produce from a new well or replacement well constructed to meet TCEQ standards for municipal supply wells, that the Parties, or either of them, considered essential to the fulfillment of their obligations under this Contract.

(e) Subject to FSH's opportunity to cure, as set out in Section 10.4, the City may terminate this Contract prior to the Termination Date and seek such legal remedies at law or in equity as may be available to it, by providing written notice to FSH in response to any one or more of the above events.

Section 2.3. Contract Extension. If the Contract is not terminated early pursuant to Section 2.2, the City, in its exclusive discretion, may extend the Contract under the terms and conditions then in effect until the First Extension Date, and then again until the Second Extension Date, if the City notifies FSH in writing on or before two years before the applicable termination date of the City's election to extend the Contract Term.

Section 2.4. Permits, City Wells, Facilities, and Easements upon termination. (a) On the Termination Date the following shall occur:

(1) the City's license in the Regular Permit automatically terminates;

(2) any permit held by the City on the date of termination that is tied to activities on the Contract Premises conducted in furtherance of this Contract automatically transfers to FSH;

(3) all easements granted to or for the benefit of the City under this Contract expire; provided that the City shall have a temporary easement for ingress and egress to the Contract Premises to facilitate the City's removal and restoration activities on the Contract Premises pursuant to subsection (d).

(b) FSH has the option to acquire:

(1) each City Well and each well pump and pump motor from each City Well for the consideration of $100.00 per well;

(2) any of the City's Facilities for its fair market value at termination; and

(3) any permits other than those described in subsection (a)(2).

(c) To exercise its options in subsection (b), FSH must notify the City by written declaration no later than two months before the Termination date.

(d) Before the expiration of eight months following the Termination Date, the City must:

(1) remove all well pumps and pump motors from each City Well and properly plug each remaining City Well to applicable local, state, and federal standards;

(2) clear the property of all City vehicles, equipment, personal property, and litter and other garbage, and remove all booster pumps, above-ground storage and pressure maintenance facilities, pump houses, security fencing, and other above-ground structures in the Wellfield System; and

(3) seed soils within equipment and storage yards and demolition areas with native variety grass species.

(e) FSH shall be responsible, at its sole costs, for preparing and recording any release or assignment of any such easements in a recordable form acceptable to FSH. This provision survives the termination of the Contract.

(f) The City is relieved of all responsibilities for removal, plugging, and restoration of the assets and the areas attributable to those assess that FSH acquires pursuant to Section 2.4(b).

ARTICLE III

ACCESS AND POINT OF DELIVERY

Section 3.1. Point of Delivery for Groundwater. The point of delivery by FSH to the City of the Groundwater being sold to the City on a volumetric basis is to be at the wellhead and measured at the Well Meters to be installed and maintained by the City at each well used by the City to produce Groundwater from the Contract Premises.

Section 3.2. Title Matters. (a) Title to the Groundwater Estate, including that portion of the Groundwater Estate underlying the Contract Premises from which the Groundwater that is the subject of this Contract is to be produced, is vested in, owned by, and shall remain vested in and owned by FSH.

(b) Title to the Groundwater, together with all risk, liability, obligations, benefits, and rights associated with the produced Groundwater, transfers to the City at such time as the water is measured at the Well Meters.

Section 3.3. Wellfield System Development & Surface Use Rights. (a) The City shall have the right, at the City's sole cost and expense, to develop the Annual Volume of the Groundwater underlying the Contract Premises contracted to the City and to construct wells and a gathering and

collection system on, about, and under the Contract Premises to transport the Groundwater to the City-controlled property for the storage and transmission to the City's customers and markets. In connection with, and for the limited purposes of this Contract and subject to the limitations below, FSH grants to the City for use during the term of this Contract, all necessary easements and rights-of way on, under, and across the Contract Premises for the purpose of designing, laying, constructing, maintaining, operating, inspecting, testing, repairing, replacing, and removing groundwater wells, pumps and pumping facilities, pipelines, measurement equipment and appurtenances, electric transmission lines, communications lines, utility poles, water storage, water treatment facilities, and related infrastructure, fixtures, and equipment as may be necessary or convenient to accomplish the following:

(1) the efficient production, gathering, storage, treatment, and transportation of Groundwater produced pursuant to this Contract;

(2) the construction of a well field of public water supply wells, and a pipeline system and appurtenant infrastructure and related facilities necessary to produce and develop the Groundwater for purposes of transporting the same off of the Contract Premises to the City's point of beneficial use;

(3) the transportation of Groundwater on and across the Contract Premises for gathering and for delivery to the City's points of collection, storage, treatment and use, including the interconnection to the City's pipeline system for delivery to the City's customers and point of beneficial use;

(4) reasonable ingress and egress access to the areas of the Contract Premises necessary for the production, storage, treatment, and transportation of Groundwater and the construction, operation, inspection, maintenance, and repair of all necessary facilities for such activities; and

(5) the placement and drilling of new and/or replacement wells reasonably necessary to develop and produce the Annual Volume contracted to the City pursuant to the Regular Permit, as well as any new Groundwater collection and distribution system on the Contract Premises reasonably necessary to collect and distribute the Annual Volume.

(b) In connection with the easements and rights-of-way granted by FSH to the City by this Contract, the City shall locate such easements and rights-of-way on the Contract Premises only in such locations as to enable the City to access the Contract Premises by necessary and convenient ingress and egress for purposes of this Contract, develop the design of the Wellfield System, access and produce Groundwater to the surface, construct necessary and convenient pumps and pumping facilities, collect, transport, treat, and remove Groundwater using a reasonable number and size of production and conveyance facilities and pipelines that will not unreasonably interfere with FSH's use of the Contract Premises in accordance with the Preliminary Design.

(c) The City will develop a Preliminary Design of the Wellfield System that will not unreasonably interfere with (1) FSH's existing uses of the Contract Premises, or (2) FSH's access to or use of the Reserved Volume; ***PROVIDED FURTHER,*** FSH shall have and maintain the right to use the Contract Premises for any and all future uses FSH desires pursuant to its ownership of the

Groundwater Estate, and the rights retained in this Contract, so long as such uses do not unreasonably interfere with the City's use of the Contract Premises as authorized by this Contract.

(d) Following a reasonable opportunity to review the Preliminary Design, FSH must approve the Preliminary Design in writing before construction of the Wellfield System can begin. FSH shall have 90 days to review the Preliminary Design, recognizing that time is of the essence, and will not unreasonably withhold its approval. If FSH has not approved the Preliminary Design within the 90-day review period, the Preliminary Design shall be automatically deemed approved by operation of time. The City will endeavor to design a Wellfield System that respects FSH's private property rights in the Contract Premises, and the Parties agree to work in good faith to address any objections to location of facilities.

(e) Following FSH's approval of the Preliminary Design, the City will construct the Wellfield System in accordance with the Preliminary Design and will have the locations of all facilities surveyed and platted for purposes of developing and recording all necessary final easements and rights-of-way. Pipelines, roadways, and utility lines shall be identified and surveyed by center line.

(f) The City will survey all easements and will file final easements and rights-of-way in the real property records of Pecos County.

(g) Notwithstanding the rights granted to the City in subparagraph (a) above of this Contract, the Parties agree that those rights do not include and expressly exclude and prohibit any of the following actions or activities, absent a separate written agreement or easement between FSH and the City expressly authorizing such actions or activities:

(1) the disposal in, on, under, or beneath the Contract Premises of any waste stream, product, or by-product resulting from the City's activities on the Contract Premises;

(2) development or operation of an aquifer storage and recovery project on the Contract Premises;

(3) any underground water storage facilities on the Contract Premises;

(4) the right to grant any third-party any right of ingress, egress, or use of the surface of the Contract Premise for any purpose not related exclusively to the purposes of this Contract;

(5) any other above ground facilities or improvements, including pipelines and/or power or communication lines or related infrastructure, that would interfere with farming and ranching conducted on the Contract Premises; and

(6) Any improvement, facility, or activity on the Contract Premises not directly related to the City's performance of its duties and obligations under the Contract.

(h) FSH shall have no obligation to provide or pay for any portion of any of the Facilities used or relied upon by the City in the performance of its duties, or any other item necessary for the City to carry out its operations, pursuant to this Contract.

(i) The City is responsible for obtaining its own electrical or alternative power supply, or other utility service(s) the City deems necessary for the Facilities and the City's full performance under this Contract. The City shall obtain all utilities and utility accounts in its own name and at its sole cost and expense. The City shall timely pay all utility charges for water, sewer, electricity, heat, gas, and telephone service used on, in, or about the Contract Premises for its purposes, including any charges or costs for necessary connections, extensions, equipment, or meters for such services, and shall indemnify and hold harmless FSH from the same.

(1) The City is responsible for all costs associated with pumping of any portion of the Annual Volume, inclusive of the pumping of the Groundwater to the Well Meter.

(2) FSH agrees to cooperate with the City with respect to the granting of easements and/or rights-of-ways on, over, under, and across the Contract Premises necessary for bringing power or other utility services necessary for the City's Facilities.

Section 3.4. Compensation for Easements, Rights-of-Way, and Surface Damages. (a) Upon the designation of easements and rights-of-way, as consideration for FSH's conveyance to the City, the City will pay a rate based upon 75% of the minimum rate published by University Lands Rate and Damage Schedule in effect at the time. FSH assigns each applicable easement to the City, as follows:

(1) for roads constructed by the City, the per rod rate for roads requiring easements;

(2) for pipelines, the applicable rate for University Lands Mineral Lessee New Pipeline Easement based upon pipeline diameter;

(3) for electric and communication above-ground utility lines, the applicable rate for University Lands Mineral Lessee New Utility Line Easement by category as applicable; and

(4) for groundwater well pad sites, pump station facilities, equipment and maintenance yards, storage tank sites, and water treatment facilities sites, surface damages equal to the applicable rate for Re-entry New University Lease based upon the applicable size of the damaged area; and

(5) the above activities shall not be subject to any renewal rates published by University Lands.

(b) If the size or scope of any of the factors used to calculate compensation for any of the easements described in subsection (a) are modified after the date of the original easement assignment, the compensation shall be adjusted accordingly based on the applicable rate in effect on the date of the original easement assignment.

ARTICLE IV

RIGHTS, OBLIGATIONS, AND USE OF CONTRACT PREMISES

Section 4.1. Exercise of Rights in Regular Permit. (a) In addition to the access and surface use rights granted to the City pursuant to this Contract, including in Section 3.3:

(1) FSH grants a license to the City to undertake all authorizations provided for in the Regular Permit the City needs to lawfully explore for, drill for, pump, transport, treat, market, sell, use, and reuse annually for beneficial use the Annual Volume.

(2) FSH shall remain the owner of the Groundwater Estate and the Regular Permit; however, this Contract shall serve as a license authorizing the City to take such actions, in consultation with FSH, including pursuant amendments to the Regular Permit, as the City deems necessary to the implementation of this Contract so long as such actions do not threaten to, or damage, the Regular Permit and/or the rights of FSH under the Regular Permit. FSH will cooperate with the City in making any such amendments, including joining in the execution of said applications as the holder/owner of the Regular Permit and/or the Contract Premises.

(3) The City shall exercise its rights under this Contract and the Regular Permit in a reasonable, responsible, and prudent professional manner consistent and compliant with and subject to the terms and conditions of the Regular Permit, the District's Rules and Management Plan, and all applicable laws.

(4) Notwithstanding the City's obligations to take all actions necessary to implement this Contract, FSH agrees to cooperate with and assist the City in the City's efforts to secure any governmental authorization, permit, or acknowledgement necessary to implement this Contract.

(b) FSH's grant of a license to the City of the right to operate pursuant to FSH's Regular Permit does not effect, imply, or constitute a transfer, assignment, or conveyance of ownership of the Regular Permit to the City. FSH shall hold and retain ownership of all rights to and under the Regular Permit. FSH's grant of a license to the City reflects the Parties' intent that the City shall have full rights, enjoyment, authorizations, and obligations to operate under the Regular Permit, including the rights to develop, produce, transport, and use Groundwater in the manner and to the degree contemplated by this Contract.

(c) Subject to Section 4.4, FSH agrees to cooperate with the City in connection with any request to modify or amend the Regular Permit in a manner deemed necessary by the City to its implementation of and full performance or realization of its rights and obligations under this Contract and the Regular Permit ***PROVIDED, HOWEVER***, that such action by the City does not threaten either the Regular Permit, H&E Permits, or FSH's rights under the Regular Permit. Unless agreed to otherwise by the Parties, each Party shall be responsible for their respective costs incurred to perform the obligations set forth in this Section 4.1; ***PROVIDED, HOWEVER***, that if the City requests FSH to take some action, or provide specific support to secure an authorization, including a permit or permit amendment from a governmental entity, including the District, that the City determines is necessary to fulfill its obligations or realization of rights under the Contract, then the Parties shall coordinate to develop a specific set of tasks and obligations for FSH to perform.

Section 4.2. New Wells. (a) During the Contract Term and at the request of the City, FSH agrees to cooperate with the City to secure the necessary authorization from the District for the City to drill, re-drill or rework wells on the Contract Premises to be designed, engineered and constructed in accordance with TCEQ criteria to meet drinking water quality standards and be classified as public water supply wells; ***PROVIDED, HOWEVER,*** that the City agrees to pay all costs associated with

the cost to design, drill, complete, and construct the City Wells and Facilities together with the costs of operating the foregoing.

(b) Notwithstanding the City's obligations in subsection (a) above, FSH agrees to allow the City a limited right of access to and use of the Farm Wells, which the City acknowledges are neither constructed or operated as, nor qualified to be classified as, public water supply wells, for the limited purpose of conducting aquifer testing and Wellfield System construction in anticipation of the City's securing the District's authorization to, and thereafter, drilling and constructing the City's TCEQ approved public water supply wells to implement this Contract. Nothing in this Contract obligates, or is intended to obligate, FSH to provide public water supply wells to the City.

(c) FSH retains the right to apply for drilling and/or production permits from the District for the drilling and use of new and/or replacement wells for purposes of development of FSH's Groundwater Estate, including wells to be completed in the Edwards-Trinity Aquifer, to the extent such development and production is not in conflict with the City's rights and obligations elsewhere provided for in this Contract. FSH will pay its costs for applications it voluntarily files, as well as the cost of any new wells it drills. To the extent FSH voluntarily files any such applications, FSH will pay for its costs incurred.

(d) In the event that FSH intends to apply for additional permits, whether for drilling or production purposes, that would increase its permitted production of Groundwater underlying the Contract Premises, FSH shall (i) provide the City with not less than thirty (30) days written notice in advance of filing any application with the District, and (ii) give the City a reasonable amount of time to confirm at the City's discretion that such additional permits will not have a Materially Adverse Effect on the City's rights and/or obligations under this Contract.. If the City determines that FSH's additional permits would impact directly or negatively the City's rights to produce the Annual Volume under this Contract, upon receipt of written notice from the City detailing the nature of the adverse impacts, FSH will work with the City to modify its application to ensure that the City's rights and obligations under this Contract to produce, transport, and use the Annual Volume will not be adversely affected.

Section 4.3. Data and Reports. During the Term of this Contract: (a) FSH agrees to share with the City copies of all data, reports, studies, and application forms and permits relating to the development of Groundwater that are in FSH's possession or control, and/or that may be generated in the future as a result of continued farming and/or ranching operations on the Contract Premises; and

(b) the City shall provide FSH with copies of all of the City's future data, reports, or studies relating to the City's Wells for FSH's use in the continued study and preservation of the Aquifer, as well as copies of all information the City provides to the District, the City of Fort Stockton, Pecos County and any regional and statewide water regulatory bodies.

Section 4.4. Consultants. In connection with the City's exercise of its rights and obligations set forth in this Article IV, FSH agrees to make a good faith and diligent effort to assist and cooperate with the City in obtaining, maintaining, or defending any permit (including the Regular Permit) or authorizations and related filings, hearings or other regulatory matters, including providing access to FSH's consultants and their prior reports related to the Contract Premises and the Aquifer.

Section 4.5. Permits. (a) FSH shall apply for the renewal of the Regular Permit to extend the term beyond July of 2020. Upon the renewal of the Regular Permit, FSH will file notice with the District of the City as licensee under the permit having all authority to conduct operations under the permit.

(b) The City shall have the right to seek or obtain such federal, state, or local permit rights, and authorizations, other than permits from the District, the City deems necessary for the development of the Groundwater and performance under this Contract for the production and use of the Annual Volume of the Groundwater pursuant to the terms of this Contract.

Section 4.6. Metering. (a) Prior to the City's production of any Groundwater from the Contract Premises, the Transport Meter and Well Meters shall be installed and calibrated by the City at the City's sole cost. The City shall provide copies of the calibration test results to FSH.

(b) All Metering Equipment installed by the City shall meet the minimum standards of any governmental entity with regulatory jurisdiction over the production of Groundwater, including the District and TCEQ. Thereafter, the Metering Equipment shall be calibrated (i) as required by law, or (ii) at any reasonable time by either Party at such Party's expense, provided that the Party making the calibration test shall notify the other Party at least one (1) week in advance and allow the other Party to witness the calibration. At a minimum, the Metering Equipment shall be tested for accuracy and calibrated by the City at the City's expense at least once each calendar year, at intervals of approximately 12 months, or such shorter periods as required by District rules, the Regular Permit or other applicable rule or regulation of a governmental authority having jurisdiction over the production or exportation of Groundwater. A report of each such calibration test shall be furnished to FSH within 10 business days of completion of the calibration. The City shall provide FSH with reasonable notice of the date of the annual calibration test and FSH shall have the right to witness such testing and calibration. The City shall maintain records of the results of all such calibrations in accordance with its applicable records retention policies.

(c) The City, at its sole cost and expense, shall install, own, maintain, test, repair, and, as necessary, replace all Transport Meters and Well Meters on the Contract Premises, including any Farm Well authorized under the Regular Permit, which are used by the City for any purpose under this Contract to measure the production of Groundwater actually produced, and/or transported, by the City from the Contract Premises. The City shall provide the necessary Metering Equipment, to the satisfaction of FSH, to measure separately and/or allocate the volume of Groundwater produced by the City, as well as the volume of Groundwater transported off of the Contract Premises whether for beneficial use by the City, or sale to the City's third-party customers, necessary to comply with District rules and the Regular Permit.

(d) If a question arises as to the accuracy of any Metering Equipment at any time between regular annual calibration tests, then the affected Meter(s) or other Metering Equipment shall be tested promptly upon demand of either Party. The expense of such test shall be paid by the requesting Party, unless (i) requested by FSH and upon testing the Metering Equipment is registering inaccurately by more than 3%, in which case the City shall pay for all expenses, or (ii) the Parties mutually agree to split the costs of the test. Notwithstanding any provision of this Contract to the contrary, in the event that testing of any Metering Equipment is lawfully required to be performed by the District or any other governmental authorities, the cost of such testing shall be the sole responsibility of the City.

(e) If, as a result of any test, any Well Meter or the Transport Meter is found to be registering inaccurately (in excess of 3% of the applicable calibration test results described in this Section), unless mandated by a District rule, or some other lawful regulation, statute or ordinance, the prior meter readings shall be corrected at the rate of the documented inaccuracy for any period which is definitely known or agreed upon or, if no such period is known or agreed upon, the shorter of (i) a period extending back either 180 days from the date of demand for the test or, if no demand for the test was made, 180 days from the date of the test; or (ii) a period extending back one-half of the time elapsed since the last previous test.

(f) The City shall be responsible for the timely reporting of all production of Groundwater from the City Wells and, as appropriate, the volume of the Groundwater produced and transported from the Contract Premises, to FSH in order for FSH to report the same to the District in accordance with the District's Rules and the Regular Permit. FSH shall provide the City with a copy of all production reports filed by FSH with the District.

Section 4.7. Monitor Wells. FSH shall maintain and repair at its sole expense the Monitoring Equipment until the Service Date, at which time such obligations shall become the obligation of the City. To the extent the District requires the installation of new or additional monitor wells on the Contract Premises, or the modification of FSH's existing monitor wells as a condition to production of Groundwater pursuant to the Regular Permit, such construction, and/or work, and the maintenance costs, shall be shared equally between the Parties.

Section 4.8. Water Quality Monitoring. (a) Pursuant to the District rules, the terms of the Regular Permit, and the terms of the District Settlement, FSH is required to monitor and report on the quality of the Groundwater produced from the Contract Premises. FSH will undertake these water quality monitoring obligations at its sole cost and expense until the Service Date, at which time such obligations shall become the responsibility of the City.

(b) Subject to any additional water quality monitoring requirements imposed by the District, or by any other governmental authority with jurisdiction over the Groundwater, as a condition to production of Groundwater pursuant to the Regular Permit, FSH shall at its sole cost conduct groundwater testing until the Service Date, at which time the such obligations shall become the responsibility of the City. The Party responsible shall conduct testing as follows:

(1) at least monthly, and more often as required by law, to assure compliance with the Regular Permit, the District's rules, the District Settlement, the City Agreement, County Agreement, WCID Agreement and/or BCGCD Agreement, State and/or Federal drinking water laws, rules, regulations and standards, including Chapter 290 of 30 Texas Administration Code, as the same may be amended, superseded or replaced from time-to-time, and/or the so-called "Groundwater Rule" adopted by the Environmental Protection Agency;

(2) report all test results, including copies of all reports related to the test results if requested, to the other Party and the District. Such Party shall be responsible to report the water quality test results to any other Party to whom it may be required to report such results; and

(3) all testing shall be conducted pursuant to District approved protocols and accomplished by an authorized laboratory acceptable to the District.

Section 4.9. Existence and Compliance. (a) the City will comply with all laws, regulations, and governmental requirements applicable to home rule cities and the fulfillment of its respective duties and obligations contemplated by this Contract.

(b) Without limiting the generality of subsection (a) above, the City shall comply with (i) the terms of the Regular Permit and this Contract, (ii) all Environmental Laws applicable to the City, its personnel, agents, consultants and contractors and/or any, equipment, personal property, and/or operations on the Contract Premises; and (iii) the rules and regulations of the District, TCEQ, and any other governmental authority with jurisdiction over Groundwater and the City's activities pursuant to this Contract, as the same may be promulgated or amended from time to time.

(c) In connection with construction and operation of the Facilities, the City agrees to conform to and comply with all applicable regulatory requirements relating to the Facilities, including, without limitation, properly permitting, equipping, and maintaining the Facilities, and reporting pumping volumes, quality information, and any other data and information as may now or in the future be required by any governmental or regulatory body having jurisdiction over (i) production of Groundwater from the Contract Premises, (ii) any other use by the City of the Contract Premises pursuant to this Contract, or (iii) continuation and establishment of Groundwater production rights under any applicable laws or regulations now existing or that in the future may exist. The City shall copy FSH on all applications, reports, or other filings contemplated by this Contract contemporaneously with the making, filing, or reporting of the same with the applicable entity.

(d) Pursuant to all applicable laws and regulations, the City represents and covenants that all payments to be made to FSH pursuant to this Contract shall constitute reasonable and necessary operating expenses of the City's water utility system and that all such payments will be made from revenues of its water utility system. The City further covenants and agrees to operate and maintain its water system continuously, and to fix and collect rates and charges for water services to be supplied by the water utility system sufficient to produce revenues necessary to make the all payments due and owing to FSH pursuant to this Contract.

Section 4.10. Environmental Matters. (a) With respect to the City's use of or operations on the Contract Premises, the City shall immediately, and in no instance more than 24 hours following the occurrence or event, advise FSH in writing of any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any applicable federal, state, or local laws or ordinances, including regulations relating to any Hazardous Materials affecting the Contract Premises or Groundwater.

(b) With respect to Hazardous Materials, the City shall:

(1) be liable for all costs and expenses incurred in addressing environmental matters for which the City or its agents, contractors, or invitees are directly or indirectly responsible;

(2) take all steps to prohibit the generation, manufacture, storage, or disposal of any Hazardous Materials upon the Contract Premises by itself or by others under its control, except such materials as are incidental to the City's normal course of business on the Contract Premises and that are handled in compliance with all applicable Environmental Laws;

(3) take all steps to prohibit the use of any Hazardous Materials upon the Contract Premises or that might affect the Groundwater, except such materials as are incidental to the City's normal course of business on the Contract Premises and that are handled in compliance with all applicable Environmental Laws;

(4) provide FSH, its agents, contractors, employees, and representatives with access to, and copies of, any and all data and documents in its possession or control relating to, or dealing with, any Hazardous Materials used, generated, manufactured, stored, or disposed of upon the Contract Premises within five (5) days of the request therefore; and

(5) indemnify FSH against any and all losses, damages, claims or liabilities arising out of or resulting from any such matter contemplated by this Section 4.10.

Section 4.11. The City's Use of the Groundwater. The City has the right to produce and beneficially use as set forth herein the Groundwater from the Contract Premises contracted by the City for production pursuant to the Regular Permit and the terms of this Contract, but only in the manner and amounts authorized by this Contract, the Regular Permit, or other permits or other authorizations issued by the District or other regulatory authority having jurisdiction over the Groundwater, and in compliance with the same.

Section 4.12. Regulatory Limitations. (a) The City accepts the right to explore for, develop, drill for, and produce, store, maintain, hold, transport, use, and reuse the Annual Volume subject to all limitations now and hereafter placed upon such Groundwater, as set forth: (i) in the Regular Permit; (ii) under applicable District rules; (iii) by any statute, ordinance, or other governmental regulation; (iv) by an order of a court of competent jurisdiction; (v) by any other applicable regulatory authority, or (vi) by contracts or agreements between the City and its customers subject to the limitations in this Contract.

(b) Except as expressly prescribed herein or agreed to by the Parties in a separate written agreement, all costs associated with, required by, or incurred as a result of the City's compliance with this Contract shall be borne solely by the City.

(c) The City acknowledges and agrees that the City is responsible for compliance with the requirements for the beneficial use of the Groundwater for municipal purposes, including all federal and state drinking water requirements for public water supply systems, specifically the identification, surveying and recording of all required sanitary control easements.

Section 4.13. Costs of Permitting, Engineering, Design, and Construction. With the exception of the renewal of the Regular Permit scheduled for July 2020, (a) the City will bear all costs associated with (i) the production of the Annual Volume; and (ii) complying with and obtaining and maintaining as current all permits and licenses required by the District or any applicable federal, state, or local laws, regulations, or rules relating to the City's authorization to produce, transport, and use Groundwater, including all assessments and fees associated therewith; and (iii) the design, engineering, construction, and other development steps together with the operation, inspection, and maintenance of Wellfield System, including the Facilities on the Contract Premises.

(b) The City shall pay promptly when due all items for which it is responsible and for which the failure to pay may result in the loss or impairment of the Regular Permit or the placement of a lien on the Groundwater, the Contract Premises, or any of the Facilities. The City shall indemnify and hold harmless FSH from all such costs. In the event the City fails to make any such payment in a timely manner, FSH shall have the right, but not the obligation, to make any such payment and, thereafter, shall have the right to recover any such payment made from the City.

(c) In the event the City receives notice of any lien being placed upon the Regular Permit, the Contract Premises, or the Groundwater arising out of the City's activities pursuant to this Contract, the City shall promptly (i) provide notice to FSH, and (ii) secure the removal and release of the same.

(d) To the extent the City requires FSH to apply for and prosecute any application for a new or amended drilling or regular production permit from the District for any purpose authorized by this Contract, the City shall provide FSH with detailed information about the necessary permit or amendment. The Parties acknowledge that neither makes any warranty, guarantee, or other representation with respect to whether any such application will be granted.

Section 4.14. Regulatory Filings. (a) During the Contract Term, and except as otherwise expressly provided herein, to the extent filings are or may be required in the future under any laws or regulations, or orders, in order to establish groundwater production volumes for the purpose of issuing permits or for any other purpose in connection with any this Contract, FSH shall be responsible for all such filings through the Service Date and the City shall be responsible thereafter and the filing party shall promptly provide the other Party with a copy of such records and data as may be necessary to establish or preserve the Groundwater Estate and the right to produce Groundwater from the Contract Premises. In any such filing process, if the filing party requests the other's assistance therewith, that party shall make a good faith and diligent effort to (i) provide copies of available data, research, reports, and related materials in the party's possession pertinent to the City's development, permitting, marketing, production, and sale of the Groundwater; and (ii) execute any application or reporting forms required by the District or such other governmental authority having jurisdiction.

(b) With respect to any regulatory filing required to be made by either Party to the District, or any other governmental authority, based upon either Party's operations on the Contract Premises, the production of the Annual Volume, or other activities under this Contract, the filing Party shall (i) timely provide the other Party with all required information to comply with the filing Party's obligations, and (ii) indemnify and hold harmless non-filing Party from any liability, damages, claims, fines or penalties, threatened or imposed, as a result of the other Party's failure to timely or completely perform in the manner required or prescribed by the District or other regulatory authority.

Section 4.15. Administrative Relief. (a) the City will assist and fully cooperate with FSH in protecting the interest and rights of FSH before local, state, and federal administrative authorities and agencies, including the District, with jurisdiction over the exploration, development, capture, production, ownership, or sale of the Annual Volume, and the Regular Permit. Notwithstanding the foregoing, the City and FSH agree that FSH, or FSH's representative, shall have the concurrent right and privilege along with the City to pursue or defend against proceedings before any administrative agency without the joinder or consent of the City, and the City agrees that FSH shall have standing to pursue or defend any matter before any administrative agency.

(b) Upon request by the City, FSH agrees to support the City in the fulfillment of the City's duties contemplated by subsection (a) above.

Section 4.16 Cooperation. The Parties have agreed herein to offer cooperation in connection with the development and operation of the Wellfield System, the maintenance and perpetuation of the Regular Permit, and implementation of this Contract. For purposes of this Contract and, unless specifically provided otherwise, the requirement of cooperation shall mean that each Party shall by its actions, statements, motions filings or other proceeding support the action of the other Party to accomplish any of the forgoing; provided that except as expressly set forth herein, cooperation shall not require the out of pocket expenditures of money.

ARTICLE V

RESERVED RIGHTS

Section 5.1. Rights Reserved. (a) Subject to the City's rights under this Contract, including the City's right to produce up to the Annual Volume authorized by the Regular Permit, FSH reserves and excepts from this Contract (i) ownership of the Regular Permit, (ii) the right to the Reserved Volume, and (iii) all title and real property rights to the entirety of the Groundwater Estate of the Contract Premises. FSH expressly reserves the right to produce from the Contract Premises annually any volume of Groundwater out of the Annual Volume, which is not taken by the City, subject to Section 5.3., Upon the Request of FSH, the City and FSH shall meet to discuss the City's anticipated near term water needs under this contract to enable FSH planning of water usage, including agricultural and potential water sales for the purpose of preserving the integrity of the Regular Permit.

Section 5.2. Oil, Gas, and Other Minerals. (a) FSH reserves (i) any and all right and title to the mineral estate, and (ii) the right to develop the mineral estate, including the execution of new leases to third persons in, on, or under the Contract Premises for the exploration, development, drilling and production of oil, gas, and other minerals it owns or controls the executive rights to lease, including all so-called mineral classified and/or university lands, in, on or under the Contract Premises.

(b) The right to develop and produce the mineral estate as set forth above, whether owned by FSH or some third-party, does not include the right to use any portion of the Contract Premises that unreasonably interferes with the City's ability to produce Groundwater from below the surface of the Contract Premises, or to transport and use Groundwater beyond the boundaries of the Contract Premises, including the City's ability to design, construct, operate, and maintain the Wellfield System. FSH's right to develop and produce the mineral estate includes the right to use Other Groundwater as is reasonably necessary to develop and produce the mineral estate, but does not include the right to use any of the Annual Volume, or any Groundwater that unreasonably interferes with the City's ability to produce, transport, and use any portion of the Annual Volume.

(c) To the extent FSH may lawfully do so, any such lease shall be made expressly subject to the City's rights under this Contract and subject to any surface and subsurface protection or use agreements between the Parties.

(d) In connection with any lease authorizing the exploration, development, and drilling for and production of oil, gas, and other minerals on the Contract Premises, FSH shall have the exclusive right for the sale of Other Groundwater from the Contract Premises.

(e) FSH will not enter into any new lease, lease amendment, or other agreement for the use of any Groundwater underlying the Contract Premises authorized pursuant to the Regular Permit to be used in secondary or tertiary recovery operations to enhance production of oil, gas, or other minerals from the Contract Premises or elsewhere.

Section 5.3. FSH Use or Sale of Annual Volume to Third Parties. (a) At all times and from time to time during the Contract Term, FSH shall have the following additional rights with respect to that portion of the Annual Volume not taken by the City in any Year:

(1) to use, or allow the surface owner of the Contract Premises to use, such volumes for agricultural purposes on the Contract Premises. FSH shall be responsible for all costs of production of such volumes; and

(2) to sell for any non-municipal beneficial purpose off the Contract Premises. FSH shall be responsible for all costs of production of such volumes.

(b) The volumes described in 5.3(a)(1) shall be without reimbursement to the City and FSH shall reimburse the City for any volume sold pursuant to 5.3(a)(2) at the Annual Rate in effect at the date of the sale on or before the twentieth day of the month following such sale.

(c) All sales and uses made pursuant to this section shall be subject to the City's right to at all times produce, transport, and use all of the Annual Volume.

Section 5.4. Pipeline Access. FSH desires to have the right to utilize excess capacity that may exist from time to time in any Pipeline used to transport the Annual Volume. The Parties agree to work together in good faith on agreements affecting the ownership, funding, or use of any Pipeline.

ARTICLE VI

REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

Section 6.1. FSH's Representations and Warranties. FSH hereby represents and warrants to the City that: (a) FSH is a validly existing Texas limited partnership duly formed and authorized to do all things required of it under the terms of this Contract. The execution and delivery of this Contract and the performance of FSH's obligations hereunder have been duly authorized by all necessary action on the part of FSH, and this Contract constitutes the legal, valid, and binding obligation of FSH.

(b) The execution by FSH of this Contract and the consummation by FSH of the transactions contemplated hereby do not and will not result in a breach of any of the terms or provisions of, or constitute a default or a condition which upon notice or lapse of time or both will ripen into a default under any contract, deed of trust, security agreement, indenture agreement, instrument, or obligation to which FSH is a party or by which it is bound, including the terms of the Regular Permit.

(c) The Regular Permit, the FSH Farm Wells, the Groundwater and the Contract Premises are located within and are subject to the jurisdiction of the District.

(d) The Regular Permit authorizes the production, transport, and use for beneficial purposes within and beyond the boundaries of the District 28,400 acre feet of Groundwater annually.

Section 6.2. The City's Representations and Warranties. The City hereby represents and warrants to FSH as follows: (a) The City is a home rule municipality duly formed and authorized to do all things required of it under the terms of this Contract pursuant to the Texas Constitution, and the applicable laws of the state and its home rule charter. The execution and delivery of this Contract, and the performance of the obligations hereunder by the City, have been duly authorized by all necessary action on the part of the City pursuant to applicable laws and its Charter provisions. This Contract constitutes a legal, valid, and binding obligation of the City.

(b) The execution by the City of this Contract and the consummation by the City of the transactions contemplated hereby by the City (i) does not and will not result in a breach of any of the terms or provisions of, or constitute a default, or a condition which upon notice or lapse of time or both will ripen into a default under any contract, deed of trust, security agreement, indenture agreement, instrument, or obligation to which the City is a party or by which it is bound, including any bond or bond indenture issued by the City, (ii) is in compliance with all applicable bidding and procurement statutes, regulations and rules, including the City' Charter, and (iii) is fully compliant with all other applicable statutes and regulations.

(c) The City shall promptly pay when due all items for which it is responsible that may result in the placement of a lien on the Contract Premises, the Groundwater Estate, or any Groundwater production and/or transport or export permit from the District. If The City fails to pay any such item, including but not limited to any tax, charge, or assessment, or any mechanic's or materialmen's expenses, or if any lien is placed upon the Contract Premises, Groundwater Estate, or any Groundwater production and/or transport or export permit from the District, FSH shall have the right, but not the obligation, to make such payment as a service being provided to the City, and the City hereby covenants to reimburse FSH immediately for any amount so expended or paid, with interest thereon at the highest legal rate per annum from the date of such payment until the date of such reimbursement.

(d) All Facilities, and all alterations, improvements, additions, and repairs made by the City to the Contract Premises or Facilities, shall be constructed, placed, or made in a good and workmanlike manner.

(e) The City will apply for, secure from appropriate governmental authorities, and maintain all required licenses, permits and other regulatory approvals required to carry out and perform the City's duties and obligations pursuant to this Contract and, throughout the Term of this Contract, comply with the terms and conditions of the Regular Permit together with District rules and applicable laws, including the District's enabling legislation and Chapter 36, Texas Water Code, as well as all other applicable local, state and federal regulations and laws. To the extent the City requires additional permits or authorizations from the District, the City shall coordinate with FSH timely to secure such permits or authorizations from the District which do not interfere with, impair or negatively impact

FSH's Regular Permit, H&E Permit and/or rights to produce and beneficially use either its Groundwater and or Groundwater Estate.

(f) All procedural and administrative requirements necessary for the consideration and approval of this Contract have been properly and timely completed, including the publication of all required notices and action taken at open public meetings of the City.

Section 6.3. FSH's Disclaimers. FSH MAKES NO REPRESENTATIONS OR WARRANTIES, AND HEREBY DISCLAIMS EXPRESSLY ALL WARRANTIES AND REPRESENTATIONS OF EVERY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE FOLLOWING:

(i) THAT THE CITY CAN OR WILL BE ABLE TO SECURE ANY LICENSES, PERMITS, AND/OR ANY OTHER REQUIRED GOVERNMENTAL AUTHORIZATION OR APPROVAL THE CITY DEEMS TO BE NECESSARY OR DESIRABLE FOR THE CITY'S PURPOSES IN ADDITION TO THE REGULAR PERMIT, INCLUDING FROM THE DISTRICT; AND/OR

(ii) THAT THE GROUNDWATER THE CITY IS ABLE TO PRODUCE FROM THE CONTRACT PREMISES PURSUANT TO THE REGULAR PERMIT IS OF EITHER THE QUANTITY OR THE QUALITY DESIRED BY THE CITY TO BE ABLE TO FULFILL ITS OBLIGATIONS UNDER THIS CONTRACT OR FOR ANY OTHER PURPOSE OR PURPOSES OR USE; AND/OR

(iii) THAT THE GROUNDWATER THAT THE CITY IS ABLE TO PRODUCE FROM THE CONTRACT PREMISES WILL BE CAPABLE OF BEING TREATED OR TRANSPORTED TO ITS CUSTOMERS, OR BE MARKETABLE, OR SUITABLE FOR ANY PURPOSE OR USE OF THE CITY, THE CITY'S CUSTOMERS OR OTHERWISE.

ARTICLE VII

INDEMNIFICATION AND INSURANCE

Section 7.1. Indemnity. (a) TO THE GREATEST EXTENT ALLOWED BY LAW, FSH SHALL NOT BE LIABLE AND THE CITY AGREES, ON BEHALF OF ITSELF AND ITS RESPECTIVE GOVERNING BODIES, OFFICERS AND MANAGERS, AND AFFILIATES, SUBSIDIARIES, SUCCESSORS, AND ASSIGNS, TO DEFEND, INDEMNIFY, AND SAVE HARMLESS FSH, ITS PARTNERS, AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONSULTANTS, HEIRS, AND ASSIGNS (COLLECTIVELY "*FSH's INDEMNIFIED PARTIES*"), FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, LOSSES, CLAIMS, SUITS, JUDGMENTS, SETTLEMENTS, COSTS (INCLUDING COSTS OF SUIT, REASONABLE ATTORNEYS' AND EXPERT FEES, AND COSTS OF

INVESTIGATION) AND ACTIONS OF ANY KIND FOR ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY, REAL OR PERSONAL, CAUSED BY, ARISING OUT OF, OR RELATED, DIRECTLY OR INDIRECTLY, TO ANY ACT OR OMISSION ON THE PART OF THE CITY, OR ANY OF THEIR RESPECTIVE INVITEES, LICENSEES, EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, SERVANTS, CONTRACTORS, SUBCONTRACTORS, OR REPRESENTATIVES OF THE CITY, OR ON THE PART OF ANY PERSON ENTERING THE PROPERTY UNDER THE EXPRESSED OR IMPLIED INVITATION OF THE CITY OR BY ANY BREACH, VIOLATION, OR NONPERFORMANCE OF ANY COVENANT OR OBLIGATION OF THE CITY UNDER THIS CONTRACT (COLLECTIVELY THE "*INDEMNIFIED CLAIMS*"). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT AGAINST THE FSH INDEMNIFIED PARTIES IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, THE CITY, ON NOTICE FROM FSH, SHALL DEFEND SUCH ACTION OR PROCEEDING, AT THE CITY'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE FSH INDEMNIFIED PARTIES. THE PROVISIONS OF THIS SECTION 7.1 SHALL APPLY TO ALL ACTIVITIES OF THE CITY, WITH RESPECT TO THE CONTRACT PREMISES AND/OR GROUNDWATER. MOREOVER, THE CITY SHALL INDEMNIFY AND HOLD HARMLESS THE FSH INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL INDEMNIFIED CLAIMS ARISING FROM OR OUT OF THE QUANTITY OR QUALITY OF GROUNDWATER PRODUCED, AND/OR SOLD OR DEVELOPED FROM THE CONTRACT PREMISES BY THE CITY, REGARDLESS OF ITS SOURCE, AND TRANSPORTED TO ANY THIRD-PARTY, WHETHER OR NOT A DIRECT CUSTOMER OR END USER OF THE CITY.

(b) TO THE GREATEST EXTENT ALLOWED BY LAW, THE CITY, SHALL NOT BE LIABLE AND FSH AGREES, ON BEHALF OF ITSELF AND ITS AFFILIATES, SUBSIDIARIES, SUCCESSORS, AND ASSIGNS, TO DEFEND, INDEMNIFY, AND SAVE HARMLESS THE CITY AND THE CITY'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONSULTANTS, HEIRS, AND ASSIGNS (COLLECTIVELY "*THE CITY INDEMNIFIED PARTIES*"), FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, LOSSES, CLAIMS, SUITS, JUDGMENTS, SETTLEMENTS, COSTS (INCLUDING COSTS OF SUIT, REASONABLE ATTORNEYS' AND EXPERT FEES, AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND FOR ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY, REAL OR PERSONAL, CAUSED BY, ARISING OUT OF, OR RELATED, DIRECTLY OR INDIRECTLY, TO ANY ACT OR OMISSION ON THE PART OF FSH OR ANY INVITEE, LICENSEE, EMPLOYEE, DIRECTOR, OFFICER, AGENT, SERVANT, CONTRACTOR, SUBCONTRACTOR, OR REPRESENTATIVE OF FSH, OR ON THE PART OF ANY PERSON ENTERING THE CONTRACT PREMISES UNDER THE EXPRESSED OR IMPLIED INVITATION OF FSH, OR BY ANY BREACH, VIOLATION, OR NONPERFORMANCE OF ANY COVENANT OR OBLIGATION OF FSH UNDER THIS CONTRACT. IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT AGAINST ANY CITY INDEMNIFIED PARTY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, FSH, ON NOTICE FROM THE CITY INDEMNIFIED PARTY, SHALL DEFEND SUCH ACTION OR PROCEEDING, AT FSH'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE CITY

INDEMNIFIED PARTY. THE PROVISIONS OF THIS SECTION 7.1 SHALL APPLY TO ALL ACTIVITIES OF FSH WITH RESPECT TO THE CONTRACT PREMISES OR GROUNDWATER.

(c) IN NO EVENT SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF SUCH PARTY HAS BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF.

(d) THE PROVISIONS OF THIS SECTION 7.1 ARE APPLICABLE TO THE PARTIES AND THEIR SUCCESSORS AND ASSIGNS, AND NO ASSIGNMENT OF THIS CONTRACT SHALL RELIEVE A PARTY OF ITS OBLIGATIONS UNDER THIS SECTION 7.1, ALL OF WHICH OBLIGATIONS EACH OF THE PARTIES' SUCCESSORS AND ASSIGNS ASSUME BY ACCEPTANCE OF THIS CONTRACT.

(e) THE PROVISIONS OF THIS SECTION 7.1 SHALL SURVIVE TERMINATION OF THIS CONTRACT FOR A PERIOD OF FOUR YEARS.

Section 7.2. Insurance. Prior to the City performing any activities on the Contract Premises pursuant to the terms of this Contract, the City must deliver evidence to FSH that the City has insurance covering its proposed activities on the Contract Premises. Such insurance (i) shall provide a waiver of subrogation, (ii) shall name FSH as an additional insured as to the obligations assumed by the City and covered by the insurance policy, and (iii) shall be in amounts of coverage not less than One Million Dollars ($1,000,000.00) per occurrence.

ARTICLE VIII

ASSIGNMENT

Section 8.1. Assignment by the City. (a) The City may transfer or assign this Contract in whole or in part if the assignment is made expressly subject to this Contract, which assignment must be in writing and signed by the assignee and the following terms and conditions are fully satisfied:

(b) If the assignee is not a governmental entity in the business and capable of competently providing retail or wholesale municipal water supplies to customers, then the sale, transfer, conveyance, or assignment of the entirety or any portion of, or any interest in, the Contract to an assignee or successor, shall require the prior written consent and approval by FSH, which consent and approval shall not be unreasonably withheld or delayed.

(c) If the assignee is a governmental entity in the business and capable of competently providing retail or wholesale municipal water supplies to customers, then the sale, transfer, conveyance, or assignment of the entirety or any portion of, or any interest in, the Contract to an assignee or successor, shall require the City to give FSH prior written notice, but shall not require FSH's prior consent, of the sale, transfer, conveyance, or assignment.

(d) No assignment shall become effective until all of the following conditions have been met:

(1) the City is current in the payment of all amounts due and owing to FSH pursuant to this Contract; and

(2) the City is not in breach of this Contract; and

(3) the City is in compliance with all requirements of the Regular Permit, and any applicable rules, Court order, statutes or other requirement; and

(4) the City's successor or assignee is capable of performing all of City's duties and obligations, including the financial obligations, under both this Contract and the financial obligations of City incurred in connection with the groundwater project contemplated by this Contract, and acknowledges the same in writing to FSH; and

(5) the assignment of this Contract expressly recites and confirms the successor's or assignee's assumption of the terms and conditions of this Contract, and such assignment is signed by the successor or assignee.

(e) The City shall remain obligated to FSH for performance of all City's obligations under this Contract that accrued prior to the date of the assignment, including (i) any of City's payment and reporting obligations which are provided for in this Contract, and (ii) any claim or liability arising out of City's activities under this Contract prior to the date of the assignment, including any such claim or obligation not discovered until afterwards.

(f) Any such successor or assignee of City's rights and obligations shall be bound by the terms and conditions of this Contract to the same extent as City, and such assignment or transfer shall not create or impose upon FSH burdens or obligations greater than set forth in this Contract.

(g) City shall not have any right or authority to make any assignment, transfer, or conveyance of any right or benefit under this Contract to any third-party that is not in the furtherance of this Contract, and any assignment by City shall terminate contemporaneously with the termination of this Contract.

Section 8.2. Assignment by FSH. (a) FSH may, in its sole discretion, freely assign this Contract in whole or in part if the assignment is in writing, signed by the assignee, and is made expressly subject to this Contract and any modifications or amendments thereof.

(b) Before any assignment of the Contract by FSH is effective, the City must agree to the assignment in writing. The City will not unreasonably withhold or delay its consent to the FSH's free assignment of this Contract.

Section 8.3. Condition Precedent to Assignment. No assignment of this Contract will be effective until the assigning Party delivers to the non-assigning Party a copy of the executed assignment agreement, which agreement shall include verification of the assignee's acceptance and assumption of all of the assigning Parties' obligations under the Contract.

ARTICLE IX

ANNUAL PAYMENTS

Section 9.1. Annual Payment. (a) Each calendar year during the Contract Term, the City will pay to FSH an amount equal to the Volume Rate in effect for such year multiplied by the Annual Volume (the "***Annual Payment***"). The Volume Rate for the term of this Contract shall be:

(1) Effective Date though December 31, 2024: $0.30625.

(2) January 1, 2025 through December 31, 2029: $0.3425.

(3) January 1, 2030 through December 31, 2030: $0.55.

(b) On January 1, 2031, the Volume Rate then in effect ($0.55) shall be adjusted upward by one-half of one percent, and thereafter, in a like manner, on the first day of January of each succeeding year the Volume Rate then in effect shall be adjusted upward by one-half of one percent.

(c) The City will make the first Annual Payment to FSH within 30 calendar days of the Effective Date, as prorated for the first year based on the number of days remaining in the calendar year from the Effective Date divided by 365. The City will make each subsequent Annual Payment in two equal payments due on the 15th day of January and July of each year. FSH will submit to the City an invoice indicating the total amount due at least 30 days in advance of the due date of each Annual Payment. However, FSH's failure to provide such invoice at any time does not relieve the City of its obligation to pay the total amount due to FSH at the time otherwise required by this subsection. Invoices shall be submitted to the address for "Notice" to the City provided below.

(d) In the event the City fails to pay any payment due and payable pursuant to this Contract within 30 days of the due date, in addition to any other remedy authorized by this Contract or the law, the City shall pay interest on the unpaid balance until the outstanding balance is paid in full at the lesser of (i) the maximum rate of interest permitted by applicable law, or (ii) a variable rate equal to the Index Rate published by the Federal Reserve Rate, plus five percent (5%) per annum. If the Federal Reserve Rate ceases to publish the Index Rate, FSH may designate a substitute Index Rate determined by FSH to be comparable. In any event, FSH will not impose or collect, and the City will not pay, an amount of interest considered to be illegal or usurious. The amounts due and payable to FSH shall always be reduced to the maximum lawful non-usurious amount.

(e) All payments owed to FSH hereunder shall be made payable to FSH and delivered by ACH or other electronic funds transfer method acceptable to each Party. FSH shall provide the City with appropriate wiring instructions, or the functional equivalent of wiring instructions, upon execution of this Contract. Similarly, FSH is responsible for providing the City with funding instructions in advance of the date any payment is due as the instructions may change from time to time.

(f) All fees and payments to FSH are (i) non-refundable, and (ii) shall not entitle the City to any form of credit toward the purchase, acquisition, or use of water beyond the payment for and use of the Annual Volume during the calendar year for which payment is made. There shall be no banking

of water, or the right to water under this Contract for the inability or failure to take water in prior calendar years.

(g) Notwithstanding any other provision of this Contract to the contrary, if the City is prevented from producing, transporting, or using any portion of the maximum volumes authorized by the Regular Permit through no fault of the City as a result of any rule, law, or regulation ("***Regulatory Curtailment***"), or at any time the Aquifer is incapable of yielding any portion of the maximum volumes authorized by the Regular Permit from the Contract Premises ("***Availability Curtailment***"), then Annual Volume shall be reduced during either such Curtailment to those volumes the City is authorized to produce in the event of a Regulatory Curtailment or such volumes capable of production from the Contract Premises in the event of an Availability Curtailment.

Section 9.2. Taxes and Other Assessments/Charges. (a) The City is responsible for any and all taxes, including ad valorem taxes, assessed on the Annual Volume insofar as the same is assessed on the Contract Premises or the Groundwater, as well as any production fees, transport fees, or Export Fees assessed by the District charged on the Annual Volume, whether or not produced.

(b) The City is responsible for the costs imposed by law for all taxes on (i) any improvements the City makes to the Contract Premises, (ii) any equipment, vehicles, and other personal property brought onto the Contract Premises by or on behalf of the City during Contract Term, and (iii) any improvements, equipment, vehicles, and/or other personal property used by the City on the Contract Premises.

(c) The City is responsible for any federal, state, and local income taxes imposed on it by law that are attributable to the City's operations on, or use of the, Contract Premises and Groundwater.

(d) Notwithstanding anything in this paragraph 9.2 to the contrary, to the extent that the tax, fee, or assessment is attributable to any portion of the Annual Volume taken and used by FSH, or sold, traded, or assigned by FSH to a third-party other than the City or the City's assignee, FSH shall be responsible for the tax, fee, or assessment levied for the production, transportation, or export of that portion of the Annual Volume taken by FSH and sold pursuant to 5.3.

Section 9.3. Unavailability of Taxes. FSH has no right to demand payment by the City of any obligation assumed or imposed under this Contract, including the obligation to make payments to FSH, from funds raised or to be raised by taxation.

Section 9.4. Interlocal Governmental Agreements. (a) The City may enter into contracts with other political subdivisions pursuant to applicable laws of the State of Texas authorizing contracts between political subdivisions related to the development and provision of water supplies under such terms and conditions as the City determines to be in its best interest.

(b) The City may contract with public and private third-parties for the operation and development of any component of Preliminary Design and the Wellfield System contemplated by this Contract to insure the production, treatment, storage, and transportation of Groundwater from the Contract Premises under such terms and conditions as the City deems to be in its best interest.

(c) Nothing in this Section shall (i) relieve City of its obligations to pay FSH for the Annual Volumes, or (ii) impose on FSH obligations or burdens greater than or diminish FSH's rights set forth in this Contract.

Section 9.5. Limitation of resale of water for Oil Field Operations. The City will not resell water purchased under this Contract for oil field services or other industrial uses outside of its service area.

Section 9.6. Limitation of resale of water for public water supply purposes. (a) FSH will not resell water from the Annual Volume provided for under this Contract to any public water supplier or otherwise to be used for any other public water supply purposes.

(b) The City acknowledges that FSH has from time to time made short-term sales of Groundwater to the City of Ft. Stockton, Texas, Pecos County Water Conservation and Improvement District No. 1, and Pecos County, Texas. FSH acknowledges that the City at its discretion may make similar sales of its Annual Volume to the three entities from time to time under similar circumstances.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.1. Addresses and Notice. (a) All notices and other communications required or permitted under this Contract shall be in writing. Service of all notices under this Contract shall be sufficient if given personally, or by national overnight courier, or certified mail, or facsimile to the Party involved at its respective address set forth below, or at such address as such Party may provide in writing from time to time in accordance herewith. Any such notice mailed to such address shall be effective when delivered by United States mail, certified, duly addressed or national overnight courier.

For FSH:

Fort Stockton Holdings L.P.
6 Desta Drive
Suite 3000
Midland, Texas 79705
Attention: T. Mark Tisdale

Telephone: (432) 688-3096
Facsimile: (432) 688-3225

For the City:

City of Midland
300 N. Loraine
City Hall
Midland, Texas 79701
Attention: City Manager

Telephone: (432) 685-7200
Facsimile: (432) 686-1600

(b) Either Party may change its address by giving written notice of the change to the other Party at least fourteen (14) days before the change becomes effective.

Section 10.2. Entire Agreement. The provisions set forth in this Contract shall constitute the entire agreement and understanding between the Parties with respect to the subject matters contained herein and except as expressly provided in this Contract, shall supersede all prior contracts, agreements, and/or understandings between the Parties, or any of them.

Section 10.3. Modification. The provisions of this Contract may be modified or altered only by written agreement, signed by both Parties.

Section 10.4. Remedies on Default. (a) In addition to other remedies available at law or equity, in the event of a monetary default by the City hereunder, including nonpayment on a timely basis of any amount due, that continues for a period of thirty days or more, then FSH shall give written notice to the City of such default and request that such default be remedied with all reasonable dispatch. In the event that the City has not cured such default within sixty (60) days after the receipt of such notice, FSH may terminate this Contract and pursue all available remedies against the City in law and equity.

(b) In the event of any non-monetary default, upon continuance of the default for a period of thirty days or more, then the non-defaulting Party shall give written notice to the asserted defaulting Party specifying the matter with respect to the default and request that the default be remedied. In the event that the asserted defaulting Party has not cured such default within sixty (60) days after the receipt of such notice, the non-defaulting Party may pursue all available remedies against the asserted defaulting Party in law and equity.

(c) The remedies provided for herein are not exclusive, and all other remedies at law or in equity may be availed of by either Party and shall be cumulative, except as otherwise provided herein.

(d) To the extent permitted by law, neither Party shall be liable to the other for special, consequential, incidental, punitive, exemplary, or indirect damages whether arising in agreement, tort, strict liability, or otherwise.

Section 10.5. Attorneys' Fees and Costs. If, as a result of a breach of this Contract, the Parties, or any of them, employ an attorney or attorneys to enforce its rights hereunder, then the breaching or defaulting Party agrees to pay the prevailing Party's reasonable attorneys' fees and costs incurred to enforce this Contract.

Section 10.6. County Records. (a) FSH and the City agree to record in the real property records of Pecos County a Memorandum of Agreement, providing notice of this Contract, in a form substantially similar to Exhibit No. XX.

(b) FSH may provide a copy of the recorded Memorandum to the District.

Section 10.7. Further Assurances. FSH and the City each agree to execute and deliver such other documents or agreements and to take such other action as may be reasonably necessary or desirable for the implementation of this Contract and the consummation of the transactions contemplated herein. Each Party shall execute and deliver such additional instruments, documents, conveyances, or assurances and take such other actions as shall be necessary, or otherwise reasonably requested by the other Party, to confirm and assure the rights and obligations provided for in this Contract and render effective the consummation of the transactions or otherwise to carry out the intent and purposes of this Contract. Each Party agrees to reimburse the other's reasonable out-of-pocket costs to comply with this Section.

Section 10.8. Waiver. No covenant or condition of this Contract may be waived except by the written consent of the affected Party. Forbearance or indulgence by the affected Party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the obligated Party to which the same may apply. Until performance by the obligated Party of said covenant or condition is completed, the affected Party shall, except as limited under the terms of this Contract, be entitled to invoke any remedy available at law or in equity despite any said forbearance or indulgence. Any waiver by either Party of any provision of this Contract shall not be a waiver of any other provision hereof.

Section 10.9. Authority. Each of the persons signing on behalf of FSH and the City confirm they have the authority to execute this Contract on behalf of the Party indicated by their signature and have the authority to bind such Party to this Contract. The City warrants that this Contract was approved by the governing body in accordance with all applicable regulations and statutes.

Section 10.10. Construction. The Parties agree that they have drafted this Contract jointly and that construction of the terms of this Contract shall not be interpreted to favor either Party on the basis of authorship. The titles and captions used in connection with the Sections of this Contract are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Contract or used as interpreting the meanings and provisions hereof.

Section 10.11. Severability. (a) The provisions of this Contract are severable and if, for any reason, any one or more of the provisions contained in this Contract shall be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall remain in effect and be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Contract.

(b) Notwithstanding the breadth of Subsection (a) above, any determination of invalidity or unenforceability related to the City's payment of any sums payable, or due or owing to FSH, which obligation goes to a primary underlying intent and objective of this Contract, any such determination shall render this Contract null and void in its entirety **SAVE AND EXCEPT** (i) the City's obligations to make any payments then due and owing to FSH which shall remain in full force and effect; (ii) the

City's responsibilities and obligations for any liabilities related to its operations as described herein shall also remain in full effect; and (iii) the City's obligation to restore and return the Contract Premises to FSH in as good or better condition than FSH delivered the same to the City pursuant to this Contract.

Section 10.12. Force Majeure. Except for the obligation of the City to make payments timely, neither FSH nor the City shall be required to perform any term, condition, or covenant herein, so long as such performance is delayed or prevented by events of Force Majeure. An event of Force Majeure shall not excuse performance under this Contract for a period exceeding one year.

Section 10.13. Governing Law. This Contract shall be construed under, and in accordance with, the laws of the State of Texas.

Section 10.14. Place of Performance/Venue. This Contract is executed and deemed fully performable in Midland County, Texas. Venue as to any cause of action relating to this Contract shall be in the state district courts of Midland County, Texas.

Section 10.15. No Third-party Beneficiaries. (a) FSH and the City have entered into this Contract solely for their own benefit and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than FSH and the City, their successors and assigns. The Parties agree as follows:

(1) This Contract shall be for the sole and exclusive benefit of the Parties hereto and shall never be construed to confer any benefit on any third-party. This Contract shall be binding upon each Party, its successors and assigns.

(2) This Contract does not create any third-party benefits to any person or entity other than the signatories hereto and their authorized assigns and/or successors in interest and is solely for the consideration herein expressed.

(b) Nothing in this section is intended to limit or otherwise modify the rights of assignment provided for in Article VIII.

Section 10.16. Execution in Counterparts. This Contract may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same contract.

Section 10.17. Effective Date. The Parties agree that this Contract shall become enforceable as of the Effective Date.

Section 10.18. Water Conservation/Regulatory Compliance. (a) The Parties agree to implement this Contract and to use the Groundwater contemplated to be produced, sold, and delivered pursuant to this Contract in a manner that complies with all applicable local, state, and federal rules, regulations, ordinances, and statutes. This obligation expressly includes compliance with the lawful terms and conditions of any permit issued by the District for the production and transport of groundwater from Pecos County, Texas, to the City.

(b) The Parties agree to implement practices and techniques intended to provide for the conservation of water, and to adopt water conservation and drought management plans that comply with the lawful requirements of any applicable governmental authority with jurisdiction over the water to be used by the City.

(c) The City agrees to include requirements similar to those prescribed in this Section 10.18 in any contracts it enters into for the sale or resale of water provided pursuant to this Contract.

Section 10.19. Procedural Matters. The Parties warrant to one another that all procedural requirements necessary for the respective Party to execute this Contract and render the same an enforceable obligation and agreement of the Party have been accomplished, including where applicable the requirements of Chapter 551 of the Texas Government Code.

Section 10.20. Protection of Proprietary Information. The Parties agree that any third-party request for information related to this contract will be processed in accordance with the protections provided for proprietary information under the Texas Public Information Act. In an effort to protect the rights of and benefits to the Parties, respectively, the Parties agree to exercise due care and take all actions reasonably available to them to protect themselves and the confidential and proprietary information from release and/or disclosure, including as may appropriate the following:

(i) Each Party providing the other Party of prompt notice of any request for disclosure or release of any information, including in particular information considered to be confidential and proprietary, related to this Contract by any third-party, and

(ii) Each Party agreeing to take prompt reasonable steps to protect against the disclosure or release of any confidential and proprietary information by pursuing protection pursuant to a court order, attorney general opinion, other regulatory relief or related remedies, with notice to the other Party to afford them the opportunity to participate and/or pursue their own separate relief.

WHEREFORE, the Parties execute this Contract for the considerations and purposes stated herein.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURES

EXECUTED by the following duly authorized representatives:

FORT STOCKTON HOLDINGS, L.P.

By Clayton Williams Farms, Inc., its General Partner

By: _____ _____

Mel Riggs Date
Vice President

CITY OF MIDLAND, TEXAS, A HOME RULE MUNICIPALITY

By: _____ _____

Courtney Sharp Date
City Manager

DEFINITIONS

"Annual Volume" means the 28,400 acre feet of Groundwater that is authorized by the Regular Permit to be, subject to curtailment pursuant to Section 9.1(f):

(i) developed, drilled for, and produced from below the surface of the Contract Premises; and

(ii) purchased by the City for export beyond the boundaries of the District for municipal, industrial, and agricultural irrigation uses.

"Aquifer" means the geologic water-bearing formation known as the Edwards-Trinity Aquifer as set out in the Regular Permit.

"City Wells" means the groundwater wells drilled and completed in the Aquifer on the Contract Premises, including new wells and replacement wells, operated by or for the City as part of the Wellfield System for the production of Groundwater pursuant to this Contract.

"Contract Premises" means the 14,191.08 acres, more or less, in Pecos County, more specifically described in Exhibit Nos. XX – XX.

"Contract Term" means the period beginning on the Effective Date and continuing until the Termination Date.

"District" means the Middle Pecos Groundwater Conservation District.

"District Settlement" means that certain agreement titled "Settlement Proposal" effective April 28, 2017, among Fort Stockton Holdings LP and the District et. al.

"Effective Date" is _____, 2020.

"Environmental Laws" means any applicable law of the United States or Texas, whether common law, statute, ordinance, rule, regulation, or judicial or administrative decision, policy, or guideline, pertaining to Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments thereto as of the Effective Date and thereafter.

"Export Fee" means any lawful fee assessed by the District for the transport of the Groundwater from the Contract Premises to a place of beneficial use outside of District's boundaries as authorized by Section 36.122 of the Texas Government Code, or any successor statute.

"Facilities" means the equipment, pipelines, pumps, compression, power systems, tankage, storage facilities, and buildings, other than the City Wells, comprising the City's Wellfield System.

"Farm Wells" means the existing 25 Groundwater wells on the Contract Premises, generally depicted on the plats attached to this Contract as Exhibit No. XX, that are permitted by the District to produce Groundwater historically used primarily for irrigation use.

"First Extension Date" means December 31, 2090, which is the end of the extended 20-year period following December 31, 2070.

"Force Majeure" shall mean strikes, insurrections, civil disobedience, lockouts, governmental regulation (excluding the Districts refusal to grant the Regular Permit), material or labor restrictions by any governmental authority, floods, or any Act of God or other similar cause not reasonably within the control of FSH or the City and which, by the exercise of due diligence, FSH or the City is unable, wholly or in part, to prevent or overcome.

"Groundwater" means all of the underground water, percolating water, artesian water, and any other water from any and all depths producible from the Aquifer beneath the surface of the Contract Premises excluding all portions of the Groundwater Estate.

"Groundwater Estate" means the legal title to and the real property interest in the Groundwater in place and the Groundwater Rights, together with all of the associated rights and hereditaments owned by FSH, including all Reserved Volume.

"Groundwater Rights" means (1) the right to test, explore for, drill for, develop, withdraw, capture, or otherwise produce and beneficially use the Groundwater; (2) the right to use the surface of the Contract Premises for access to, and to explore for, develop, treat, produce, and transport the Groundwater; (3) the right to impose upon the surface of the Contract Premises any sanitary control easements that may be required by the TCEQ, or any successor agency; and (4) all permits, licenses, or other governmental authorizations relating to any portion of the Groundwater acquired by the City for purposes of exercising the rights under this Contract.

"H&E Permits" means the Historic and Existing Use Permits issued by the District that, as of the Effective Date, authorize FSH to produce and beneficially use up to 19,018 acre-feet of Groundwater from the Contract Premises.

"Hazardous Materials" means (a) any substance, material, or waste that is included within the definitions of "hazardous substances," "hazardous materials," "hazardous waste," "toxic substances," "toxic waste," or words of similar import in any applicable Environmental Law of the United States or Texas; and (b) those substances listed as hazardous substances by the United States Department of Transportation (or any successor agency) (49 C.F.R. part 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) (40 C.F.R. part 302 and amendments thereto).

"Materially Adverse Effect" means a material harmful impact on the City's ability to reasonably and cost-effectively produce, transport, and use the Annual Volume.

"Metering Equipment" means the Transport Meter, each Well Meter, and any appurtenant equipment and facilities.

"Monitoring Equipment" means the radio controlled data reporting equipment and SCADA equipment installed on four of the FSH Farm Wells located on the Contract Premises that were converted into monitor wells pursuant to the District Settlement.

"Mineral Estate" means all right and title to all oil, gas, and other minerals which FSH may own within, on, or under the Contract Premises.

"Other Groundwater" means all of the underground water, percolating water, artesian water, and any other water in place or producible from any aquifer underlying the Contract Premises other than the Aquifer, including by way of example only, and without limitation, the Rustler, Pecos Valley and Capitan Reef aquifers.

"Pipeline" means the pipeline or pipelines constructed by or for, or acquired by the City to transport the Annual Volume from the Contract Premises to the City's service area or other customers, and includes pipelines constructed, acquired, leased or otherwise utilized by or for the City to transport the Groundwater produced from the Contract Premises.

"Preliminary Design" means, at a minimum, the intended locations of new roads or other means of access to the Contract Premises, electric and communications utilities infrastructure, groundwater wells and well sites, pipelines, pumps, and pumping facilities, above-ground water storage facilities, water treatment facilities, construction areas and equipment yards, and other facilities and means of surface access necessary and convenient for the construction, operation and maintenance of the Wellfield System.

"Regular Permit" means the regular operating permit issued by the District to FSH dated July 18, 2017, and appended hereto as Exhibit Nos. XX–XX authorizing the annual production, and transportation and use within and beyond the boundaries of the District, of up to 28,400 acre feet of Groundwater for municipal, industrial, and agricultural irrigation purposes, as the permit may be amended or renewed from time-to-time.

"Reserved Volume" means all Groundwater, Other Groundwater, and Groundwater Estate underlying the Contract Premises, together with the appurtenant Groundwater Rights other than the Annual Volume being sold under this Contract authorized for production and use pursuant to the Regular Permit.

"Service Date" means the date a pipeline connecting the Contract Premises to the City is completed and operational to its service area.

"Second Extension Date" means December 31, 2110, which is the end of the extended 20-year period following December 31, 2090.

"Termination Date" means the earlier of:

(a) December 31, 2070;

(b) the First Extension Date, if the Contract is extended until the First Extension Date pursuant to Section 2.3;

(c) the Second Extension Date, if the Contract is extended until the Second Extension Date pursuant to Section 2.3; or

(d) the date on which the Contract is earlier terminated pursuant to Section 2.2.

"TCEQ" means the Texas Commission on Environmental Quality, or its predecessor and successor agencies.

"Transport Meter" means a meter to be installed at the Contract Premises to measure the volume of Groundwater produced by the City under this Contract and transported from the Contract Premises for beneficial use pursuant to the Regular Permit.

"Volume Rate" means the volumetric rate to be paid by the City to FSH for each 1,000 gallons of Annual Volume determined in accordance with this Contract.

"Well Meter" means the meter to be installed on each of the separate City Wells to be constructed and operated on the Contract Premises by the City for purposes of producing Groundwater under this Contract.

"Wellfield System" means the groundwater production, collection, and transport system, including all City Wells, pumps, Metering Equipment, storage and treatment facilities, pipeline transmission lines, connector or spur lines, electric transmission lines, communication lines, utility poles, and related infrastructure to be designed, engineered and constructed, or acquired and, thereafter, maintained and operated by or for the City to produce and transport Groundwater.

Term 1: Years 2020-2024	Acre Feet	1000/Gal	Cost Per 1000	Annual Cost	# Years
Midland	15000	4887432	$ 0.30625	$ 1,496,776	5
Abilene	8400	2736962	$ 0.30625	$ 838,195	5
San Angelo	5000	1629144	$ 0.30625	$ 498,925	5
	28400				

Term 2: Years 2025-2029	Acre Feet	1000/Gal	Cost Per 1000	Annual Cost	# Years
Midland	15000	4887432	0.345	$ 1,686,164	5
Abilene	8400	2736962	0.345	$ 944,252	5
San Angelo	5000	1629144	0.345	$ 562,055	5
	28400				

Term3: Year 2030	Acre Feet	1000/Gal	Cost Per 1000	Annual Cost	# Years
Midland	15000	4887432	0.55	$ 2,688,088	1
Abilene	8400	2736962	0.55	$ 1,505,329	1
San Angelo	5000	1629144	0.55	$ 896,029	1
	28400				

Term 4- With Escalator Years 2031-2070	Acre Feet	Calculated Separate Sheet	Cost Per 1000	# Years
Midland	15000		.55 plus 1/2% annual Increase	59
Abilene	8400		.55 plus 1/2% annual Increase	59
San Angelo	5000		.55 plus 1/2% annual Increase	59

Total Contract Cost

Midland	**$**	**137,899,152**
Abilene	$	77,223,525
San Angelo	$	45,966,384
Total 70 Year Cost	**$**	**261,089,061**

Total Cost for Term 1
$ 7,483,880
$ 4,190,973
$ 2,494,627
$ 14,169,480

Total Cost for Term 2
$ 8,430,820
$ 4,721,259
$ 2,810,273
$ 15,962,353

Total Cost for Term 3
$ 2,688,087.60
$ 1,505,329.06
$ 896,029.20
$ 5,089,445.86

Total Cost for Term 4
$ 119,296,364
$ 66,805,964
$ 39,765,455
$ 225,867,783

	Midland	San Angelo	Abilene	Total
2031	$ 2,701,528	$ 1,512,856	$ 900,509	$ 5,116,924
2032	$ 2,715,036	$ 1,520,420	$ 905,012	$ 5,142,500
2033	$ 2,728,611	$ 1,528,022	$ 909,537	$ 5,168,203
2034	$ 2,742,254	$ 1,535,662	$ 914,085	$ 5,194,035
2035	$ 2,755,965	$ 1,543,341	$ 918,655	$ 5,219,996
2036	$ 2,769,745	$ 1,551,057	$ 923,248	$ 5,246,087
2037	$ 2,783,594	$ 1,558,812	$ 927,865	$ 5,272,308
2038	$ 2,797,512	$ 1,566,607	$ 932,504	$ 5,298,660
2039	$ 2,811,499	$ 1,574,440	$ 937,166	$ 5,325,144
2040	$ 2,825,557	$ 1,582,312	$ 941,852	$ 5,351,761
2041	$ 2,839,685	$ 1,590,223	$ 946,562	$ 5,378,510
2042	$ 2,853,883	$ 1,598,174	$ 951,294	$ 5,405,394
2043	$ 2,868,152	$ 1,606,165	$ 956,051	$ 5,432,411
2044	$ 2,882,493	$ 1,614,196	$ 960,831	$ 5,459,564
2045	$ 2,896,906	$ 1,622,267	$ 965,635	$ 5,486,853
2046	$ 2,911,390	$ 1,630,378	$ 970,463	$ 5,514,278
2047	$ 2,925,947	$ 1,638,530	$ 975,316	$ 5,541,840
2048	$ 2,940,577	$ 1,646,723	$ 980,192	$ 5,569,540
2049	$ 2,955,280	$ 1,654,957	$ 985,093	$ 5,597,379
2050	$ 2,970,056	$ 1,663,231	$ 990,019	$ 5,625,356
2051	$ 2,984,906	$ 1,671,548	$ 994,969	$ 5,653,474
2052	$ 2,999,831	$ 1,679,905	$ 999,944	$ 5,681,732
2053	$ 3,014,830	$ 1,688,305	$ 1,004,943	$ 5,710,131
2054	$ 3,029,904	$ 1,696,746	$ 1,009,968	$ 5,738,673
2055	$ 3,045,054	$ 1,705,230	$ 1,015,018	$ 5,767,357
2056	$ 3,060,279	$ 1,713,756	$ 1,020,093	$ 5,796,184
2057	$ 3,075,580	$ 1,722,325	$ 1,025,193	$ 5,825,156
2058	$ 3,090,958	$ 1,730,937	$ 1,030,319	$ 5,854,272
2059	$ 3,106,413	$ 1,739,591	$ 1,035,471	$ 5,883,534
2060	$ 3,121,945	$ 1,748,289	$ 1,040,648	$ 5,912,943
2061	$ 3,137,555	$ 1,757,031	$ 1,045,852	$ 5,942,498
2062	$ 3,153,243	$ 1,765,816	$ 1,051,081	$ 5,972,201
2063	$ 3,169,009	$ 1,774,645	$ 1,056,336	$ 6,002,053
2064	$ 3,184,854	$ 1,783,518	$ 1,061,618	$ 6,032,054
2065	$ 3,200,778	$ 1,792,436	$ 1,066,926	$ 6,062,205
2066	$ 3,216,782	$ 1,801,398	$ 1,072,261	$ 6,092,507
2067	$ 3,232,866	$ 1,810,405	$ 1,077,622	$ 6,122,960
2068	$ 3,249,030	$ 1,819,457	$ 1,083,010	$ 6,153,565
2069	$ 3,265,275	$ 1,828,554	$ 1,088,425	$ 6,184,324
2070	$ 3,281,602	$ 1,837,697	$ 1,093,867	$ 6,215,236
	$ 119,296,364	$ 66,805,964	$ 39,765,455	$ 225,949,803

City Council Agenda

Approved for Agenda:
rwpatrick
City Manager's Office

MEETING DATE: 5/12/2020

TO: City Council / City Manager

FROM: Carl Craigo,

SUBJECT: Consider a Resolution Authorizing the City Manager to Enter into an Interlocal Agreement between City of Midland, City of San Angelo and City of Abilene for the supply of Untreated Groundwater

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Purpose:

Consider a Resolution Authorizing the City Manager to Enter into an Interlocal Agreement between City of Midland, City of San Angelo and City of Abilene for the supply of Untreated Groundwater.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

This agreement will offset funds the City of Midland pays to FSH for the length of the contract. Offset sums are:

2020 to 2024: $1,337,120
2025 to 2029: $1,506,307
2030: $2,401,358 with a .05% escalator each year till 2070.

Over the 50 year contract the offset funds will be: $123,189,909.

Discussion:

The City of Midland entered into a Untreated Groundwater Supply contract with FSH for the purchase of 28,400 acre feet of groundwater. The contract allows Midland to transfer or assign all or part of the contract to one or more assignees. This resolution would allow the City of Midland to transfer portions of the contract to Abilene and to San Angelo.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIDLAND, THE CITY OF ABILENE, AND THE CITY OF SAN ANGELO

WHEREAS, the cities of Midland, Abilene, and San Angelo (the "Parties") have determined that they have common issues related to securing adequate water supplies for their respective residents; and

WHEREAS, the Parties have been cooperating in the evaluation, selection, and development of water management strategies to address such issues; and

WHEREAS, as part of that cooperation the Parties have agreed that purchasing groundwater from Fort Stockton Holdings, L.P. ("FSH") will assist the Parties in meeting their needs to develop future water supplies; and

WHEREAS, Midland entered into that certain Untreated Groundwater Supply Contract with FSH (the "Contract") for the purchase of 28,400 acre-feet of groundwater from FSH annually; and

WHEREAS, the Contract allows Midland to transfer or assign all or part of the Contract to one or more assignees, subject to the terms and conditions of the Contract; and

WHEREAS, Midland desires to assign and transfer portions of the Contract to Abilene and to San Angelo, and Abilene and San Angelo desire to accept such assignment; and

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act as codified in Chapter 791 of the Texas Government Code; and

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of an Interlocal Agreement between the Parties for the purposes stated herein;

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 execute, on behalf of the City of Midland, an Interlocal Agreement between the City of Midland, the City of Abilene, and the City of San Angelo; provided, however, that the City Manager shall not execute said Interlocal Agreement unless and until such agreement is approved by the governing bodies of the City of Abilene and the City of San Angelo and executed by the duly

authorized individuals of said cities. Said Interlocal Agreement shall be in a form substantially similar to that of Exhibit A attached hereto and incorporated herein for all purposes.

SECTION TWO. That the City Manager is hereby authorized and directed to negotiate and execute, on behalf of the City of Midland, any and all related agreements, amendments, easements, legal instruments, or documents necessary and appropriate to carry out the intent of said Interlocal Agreement.

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

INTERLOCAL AGREEMENT

This Interlocal Agreement (this "Agreement"), dated effective as of the Effective Date (as defined below), is entered into by and among the City of Abilene, Texas, a home rule municipal corporation operating pursuant to its City Charter and the laws of the State of Texas ("Abilene"), the City of Midland, Texas, a home rule municipal corporation operating pursuant to its City Charter and the laws of the State of Texas ("Midland"), and the City of San Angelo, Texas, a home rule municipal corporation operating pursuant to its City Charter and the laws of the State of Texas ("San Angelo"). Abilene, Midland and San Angelo are each referred to individually herein as a "Party", and collectively as the "Parties".

RECITALS:

WHEREAS, the Parties have determined that they have common issues related to securing adequate water supplies for their respective residents;

WHEREAS, the Parties have been cooperating in the evaluation, selection, and development of water management strategies to address such issues;

WHEREAS, as part of that cooperation the Parties have agreed that purchasing groundwater from Fort Stockton Holdings, L.P., a Texas limited partnership ("FSH"), will assist the Parties in meeting their needs to develop future water supplies;

WHEREAS, Midland entered into that certain Untreated Groundwater Supply Contract with FSH (the "Contract"), dated effective as of _____, 2020 (the "Effective Date"), and attached hereto as Exhibit "A" for the purchase of 28,400 acre-feet of Groundwater (such term being used in this Agreement as defined in the Contract) from FSH annually, as more particularly described in the Contract;

WHEREAS, Section 8.1 of the Contract allows Midland to transfer or assign all or part of the Contract to one or more assignees, subject to the terms and conditions of the Contract;

WHEREAS, Midland desires to assign and transfer portions of the Contract to Abilene and to San Angelo, as more particularly set forth in this Agreement, and Abilene and San Angelo desire to accept assignment of portions of the Contract from Midland, as more particularly set forth in this Agreement; and

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act as codified in Chapter 791 of the Texas Government Code.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Exhibit "A"

1. PARTIAL ASSIGNMENT OF CONTRACT.

1.1. Partial Assignment to Abilene. Simultaneously with the assignment contained in Section 1.2 below, Midland hereby assigns unto Abilene an undivided 8400/28400 (or 21/71) interest in and to all of Midland's right, title, interest, duties, obligations and liabilities under the Contract ("Abilene's Pro-Rata Share"), including, without limitation, all rights to purchase 8,400 acre-feet of Groundwater from FSH annually, pursuant to the terms and conditions of the Contract, and Abilene hereby accepts and assumes all of Midland's right, title, interest, duties, obligations and liabilities under the Contract as to said assigned undivided interest. Abilene represents to Midland and to San Angelo that Abilene is capable of performing all of the duties and obligations and assuming all of the liabilities under the Contract as to Abilene's Pro-Rata Share.

1.2. Partial Assignment to San Angelo. Simultaneously with the assignment contained in Section 1.1 above, Midland hereby assigns unto San Angelo an undivided 5000/28400 (or 25/142) interest in and to all of Midland's right, title, interest, duties, obligations and liabilities under the Contract ("San Angelo's Pro-Rata Share"), including, without limitation, all rights to purchase 5,000 acre-feet of Groundwater from FSH annually, pursuant to the terms and conditions of the Contract, and San Angelo hereby accepts and assumes all of Midland's right, title, interest, duties, obligations and liabilities under the Contract as to said assigned undivided interest. San Angelo represents to Midland and to Abilene that San Angelo is capable of performing all of the duties and obligations and assuming all of the liabilities under the Contract as to San Angelo's Pro-Rata Share.

1.3. Remaining Interest in Contract to Midland. For purposes of clarification, after the assignments of undivided interests in the Contract contained in Sections 1.1 and 1.2 above, Midland shall own and retain an undivided 15000/28400 (or 75/142) interest in and to all of the right, title, interest, duties, obligations and liabilities originally granted to Midland by FSH under the Contract ("Midland's Pro-Rata Share"), including, without limitation, all rights to purchase 15,000 acre-feet of Groundwater from FSH annually, pursuant to the terms and conditions of the Contract. Midland represents to Abilene and to San Angelo that Midland is capable of performing all of the duties and obligations and retaining all of the liabilities under the Contract as to Midland's Pro-Rata Share.

2. **INFRASTRUCTURE.** The Parties acknowledge that pursuant to and in accordance with the terms and conditions of the Contract, FSH granted to Midland the right to design, lay and construct a Wellfield System (as defined in the Contract), together with groundwater wells, pumps and pumping facilities, pipelines, measurement equipment and appurtenances, electric transmission lines, communications lines, utility poles, water storage, water treatment facilities, and related infrastructure, fixtures, and equipment as may be necessary or convenient for the purposes set forth in the Contract (collectively, the "Infrastructure"). Without limiting Article 1 above, the Parties acknowledge and agree that

the out-of-pocket costs and expenses incurred by the Parties in connection with the initial design, laying and construction of the Infrastructure (collectively, the "Initial Infrastructure Costs") shall be borne by and paid for proportionally by Abilene in accordance with Abilene's Pro-Rata Share, by Midland in accordance with Midland's Pro-Rata Share, and by San Angelo in accordance with San Angelo's Pro-Rata Share. In the event any Party pays a greater share of the Initial Infrastructure Costs than it is responsible for under the terms of this Agreement, upon written notice from such overpaying Party, each underpaying Party shall promptly pay to the overpaying Party such underpaying Party's appropriate proportional share of such Initial Infrastructure Costs overpaid by the overpaying Party. With respect to out-of-pocket costs and expenses incurred by the Parties in connection with the Infrastructure which are not Initial Infrastructure Costs, for example, but without limitation, costs of maintaining, operating, inspecting, testing, repairing and replacing Infrastructure (collectively, the "Variable Infrastructure Costs"), the Parties shall use good faith efforts to agree upon a fair and reasonable allocation among the Parties of such Variable Infrastructure Costs.

3. RIGHTS OF FIRST REFUSAL.

3.1 Proposed Transfer to Third Party. If at any time during the term of this Agreement subsequent to the assignments contained in Article 1 of this Agreement, any Party desires to assign or transfer (the "Transferring Party") all or any part of its interest in or under the Contract (such portion of the Contract to be assigned or transferred being hereinafter referred to as the "Offered Interest") and such Transferring Party has received from a third party (meaning any person other than a Party to this Agreement) an offer to acquire the Offered Interest (the "Third Party Offer"), the Transferring Party shall give written notice of the Third Party Offer to the other Parties within thirty (30) days following the Transferring Party's receipt of the Third Party Offer, with detailed information concerning the material terms of the Third Party Offer (the "Third Party Offer Notice"). The other Parties shall have a right of first refusal to acquire the Offered Interest on the same terms as those contained in the Third Party Offer Notice. Each of the other Parties shall have sixty (60) days after the receipt of the Third Party Offer Notice within which to elect in writing to exercise its right of first refusal. Failure to so elect and agree to the terms and conditions of the Third Party Offer within such sixty (60) day period shall be deemed a waiver by such Party of the right of first refusal. If either of the other Parties timely exercises the right of first refusal, then, subject to the provisions below, the Transferring Party will assign or transfer to the Party or Parties that timely exercise the right of first refusal the Offered Interest on substantially the same terms as contained in the Third Party Offer Notice. If neither of the other Parties timely exercises the right of first refusal, then the Transferring Party shall be free to assign or transfer the Offered Interest to the prospective third party transferee on substantially the same terms as contained in the Third Party Offer Notice. Notwithstanding anything to the contrary contained above, in the event both of the other Parties timely exercise their rights of first refusal, then the Transferring Party will assign or transfer to such other Parties the Offered Interest on substantially the same terms as contained in the Third Party Offer Notice, provided,

however, that such other Parties shall acquire the Offered Interest on a proportional basis based upon such other Parties' then current ownership interests in the Contract, and the terms of such Third Party Offer Notice shall be adjusted proportionally to apply to such proportional assignments of the Offered Interest to the other Parties.

3.2 Proposed Transfer to Another Party. If at any time during the term of this Agreement subsequent to the assignments contained in Article 1 of this Agreement, a Transferring Party desires to assign or transfer any Offered Interest and such Transferring Party has received from another Party (the "Offering Party") an offer to acquire the Offered Interest (the "Co-Owner Offer"), the Transferring Party shall give written notice of the Co-Owner Offer to the Party that did not make the Co-Owner Offer (the "Non-Offering Party"), within thirty (30) days following the Transferring Party's receipt of the Co-Owner Offer, with detailed information concerning the material terms of the Co-Owner Offer (the "Co-Owner Offer Notice"). The Non-Offering Party shall have a right of first refusal to acquire the Proportional Offered Interest (as defined below) on the same proportional terms as those contained in the Co-Owner Offer Notice. The Non-Offering Party shall have sixty (60) days after the receipt of the Co-Owner Offer Notice within which to elect in writing to exercise its right of first refusal. Failure to so elect and agree to the terms and conditions of the Co-Owner Offer as to the Proportional Offered Interest within such sixty (60) day period shall be deemed a waiver by such Non-Offering Party of the right of first refusal. If the Non-Offering Party timely exercises the right of first refusal, then, subject to the provisions below, the Transferring Party will assign or transfer to the Non-Offering Party the Proportional Offered Interest on substantially the same proportional terms as contained in the Co-Owner Offer Notice. If the Non-Offering Party does not timely exercise the right of first refusal, then the Transferring Party shall be free to assign or transfer the entirety of the Offered Interest to the Offering Party on substantially the same terms as contained in the Co-Owner Offer Notice. The term "Proportional Offered Interest" as used herein means a fractional share of the Offered Interest with the numerator of such fraction being equal to the then current number of acre-feet of Groundwater that the Non-Offering Party has the right to purchase from FSH annually pursuant to the terms and conditions of the Contract and with the denominator of such fraction being equal to the then current total number of acre-feet of Groundwater that both the Non-Offering Party and the Offering Party have the right to purchase from FSH annually pursuant to the terms and conditions of the Contract. For clarification, the right of first refusal which the Non-Offering Party has pursuant to this Section 3.2 applies only to the Proportional Offered Interest. Therefore, regardless of whether the Non-Offering Party exercises its right of first refusal, the portion of the Offered Interest that is not included in the Proportional Offered Interest (the "Remaining Offered Interest") may be assigned or transferred to the Offering Party on substantially the same terms as contained in the Co-Owner Offer Notice; provided, however, that if the Non-Offering Party timely exercises its right of first refusal, the terms of such Co-Owner Offer Notice shall be adjusted proportionally to apply to the Remaining Offered Interest assigned or transferred to the Offering Party.

3.3 Restrictions on Rights of First Refusal. With respect to the rights of first refusal contained in Sections 3.1 and 3.2 above, the Parties acknowledge and agree that (i) such rights of first refusal are personal to the named Parties to this Agreement and that no Party may assign or transfer its right of first refusal without the prior written consent of the other Parties to this Agreement, and (ii) such rights of first refusal shall not apply to any assignment or transfer by all of the Parties of such Parties' interests in the Contract to a political subdivision formed for the purpose of acquiring all of the Parties' interests in the Contract.

4. **TERM.** This Agreement shall be effective for all purposes of the Effective Date and shall continue until the expiration or termination of the Contract.

5. **SEVERAL LIABILITY.** Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and agree that each Party shall have no liability or responsibility for any obligations or liabilities of any other Party under this Agreement or the Contract. Without limiting the foregoing, any payments due to FSH under the terms of the Contract in connection with a Party's pro-rata share of the Contract shall be paid directly to FSH by such Party in accordance with the terms of the Contract. In the event any Party pays any amount in connection with this Agreement or the Contract, including, without limitation, any amount paid to FSH under any indemnification obligation under the Contract, which is attributable to the obligations or liabilities of another Party to this Agreement, upon written request such other Party shall promptly reimburse the paying Party for such amount.

6. **FURTHER ASSURANCES.** The Parties each agree to execute and deliver such other instruments, documents or agreements and to take such other actions as may be reasonably necessary or desirable for the implementation of this Agreement and the consummation of the transactions contemplated herein. Each Party shall execute and deliver such additional instruments, documents, conveyances, or assurances and take such other actions as shall be reasonably necessary or desirable, or otherwise reasonably requested by any other Party, to confirm and assure the rights and obligations provided for in this Agreement and to render effective the consummation of the transactions contemplated herein or otherwise to carry out the intent and purposes of this Agreement.

7. **GENERAL PROVISIONS.**

7.1 Notices. All notices, requests, demands and claims, if any, under this Agreement shall be in writing and addressed to the intended recipient as set forth below:

If to the City of Abilene:

City of Abilene
Attn: City Manager
PO Box 60
Abilene, Texas 79604

If to the City of Midland:

City of Midland
Attn: City Manager
300 N. Loraine
Midland, Texas 79701

If to the City of San Angelo:

City of San Angelo
Attn: City Manager
72 W College Ave.
San Angelo, Texas 76903

7.2 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. Without limiting the provisions of Article 3 above, no Party may assign either this Agreement or any of its rights, interests, obligations or liabilities under this Agreement without the prior written consent of the other Parties.

7.3 Payments from Current Revenues. Any payments due under this Agreement by any Party shall be made from current revenues of the paying Party. Without limiting the foregoing, pursuant to Section 271.903 of the Texas Local Government Code, as to each Party hereto, this Agreement is conditioned on a best efforts attempt by the governing body of such Party to obtain and appropriate funds for payment of amounts due under this Agreement.

7.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas. THE PARTIES EXPRESSLY WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT.

7.5 Entire Agreement; Amendments. This Agreement constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they have related in any way to the subject matter of this Agreement. This Agreement may not be modified or amended except by an instrument in writing signed by all of the Parties hereto.

7.6 Severability. If any provision of this Agreement shall be held invalid, illegal or incapable of being enforced, the validity, legality or enforceability of the other provisions of this Agreement shall not be affected.

7.7 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

7.8 Headings. The headings of sections and subsections of this Agreement are for guidance and convenience of reference only and shall not limit or otherwise affect any of the terms or provisions provided for herein.

7.9 No Third Party Beneficiaries. The Parties have entered into this Agreement solely for their own benefit and agree that nothing herein shall be deemed or construed to confer any right, privilege or benefit on any person or entity other than the Parties hereto and their respective successors and permitted assigns. This Agreement shall be for the sole and exclusive benefit of the Parties hereto and shall never be deemed or construed to confer any right, privilege or benefit on any third party.

7.10 Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts and each counterpart shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument. This Agreement is not effective or enforceable until all Parties have signed it. Except as may otherwise be required by law, any signature to this Agreement delivered by facsimile or scanned and sent via e-mail shall be deemed an original for all purposes.

[Remainder of page intentionally left blank; signature pages follow.]

EXECUTED by each Party hereto as of the date indicated underneath its respective signature, to be effective for all purposes as of the Effective Date.

CITY OF ABILENE, TEXAS

By:_____
Robert Hanna, City Manager

Date:_____

ATTEST:

_____
Shawna Atkinson, City Secretary

CITY OF MIDLAND, TEXAS

By:_____
Courtney Sharp, City Manager

Date:_____

ATTEST:

_____
Amy M. Turner, City Secretary

CITY OF SAN ANGELO, TEXAS

By:_____
Daniel Valenzuela, City Manager

Date:_____

ATTEST:

_____
Name:_____
Title:_____

Exhibit "A"
attached to Interlocal Agreement entered into by and among the City of Abilene, Texas, the City of Midland, Texas, and the City of San Angelo, Texas

Copy of Untreated Groundwater Supply Contract between the City of Midland, Texas, and Fort Stockton Holdings, L.P.

(see attached)

City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: 5/12/2020

TO: Mayor and City Council

FROM: City Manager's Office

SUBJECT: Consider a motion authorizing the City Manager to develop and implement temporary hotel occupancy tax collection payment rules and regulations so as to permit hotels (as defined in the Midland City Code) to make such collection payments to the City of Midland in an untimely manner without incurring penalties or interest.

Purpose: Deferral of HOT Taxes for certain Hotel/Motel properties.

Recommended City Council Action

☐ Approve ☐ Deny ☒ Directional / Informational

Fiscal Impact: Undetermined.

Discussion: Councilman Trost asked to place this item on the agenda to discuss authorizing the City Manager to develop and implement temporary hotel occupancy tax collection payment rules and regulations so as to permit hotels (as defined in the Midland City Code) to make such collection payments to the City of Midland in an untimely manner without incurring penalties or interest.

If the Council is interested in this type of rules and regulations, management suggests that you consider:

1. Ensuring this is available only to businesses that are no more than 30 days in arrears in payment.
2. Not allow businesses that are approved for deferment to layoff/furlough employees during the deferment period.
3. Cap the deferment at 6-months worth of HOT tax collected over the previous six months of the deferment period.

City Council Agenda

Approved for Agenda:

CSharp

City Manager's Office

MEETING DATE: 5/12/2020

TO: City Council / City Manager

FROM: Morris Williams, Assistant City Manager

SUBJECT: Consider an ordinance appointing a new City of Midland Municipal Court Associate Judge effective May 26, 2020; and authorizing the Mayor to execute an employment agreement with the New Associate Judge.

Purpose:

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Discussion:

ORDINANCE NO. _____

AN ORDINANCE APPOINTING A NEW CITY OF MIDLAND MUNICIPAL COURT ASSOCIATE JUDGE EFFECTIVE MAY 26, 2020; AND AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT WITH THE NEW ASSOCIATE JUDGE

WHEREAS, in accordance with Section 30.00006(b) of the Texas Government Code, the City Council finds it to be in the public interest to appoint a new City of Midland Municipal Court Associate Judge effective May 26, 2020, and to authorize the Mayor to execute an Employment Agreement with the new Associate Judge;

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

SECTION ONE. That _____ is hereby appointed to be the City of Midland Municipal Court Associate Judge effective May 26, 2020.

SECTION TWO. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, an Employment Agreement with _____ as the City of Midland Municipal Court Associate Judge effective March 24, 2020. A copy of said Employment Agreement shall be placed on file in the City Secretary's Office referenced by the date and number of this resolution.

SECTION THREE. That this ordinance shall be effective immediately upon approval.

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:

_____
Courtney Sharp, City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City Council Agenda

Approved for Agenda:
mwilliams
City Manager's Office

MEETING DATE: 5/12/2020

TO: City Council / City Manager

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Coonsider a resolution authorizing the conveyance of certain City-owned real property described as an 11.72-acre tract located in Section Thirteen (13), Block Thirty-nine (39), Township 1 South, T&P RR Co. Survey, City and County of Midland, Texas; authorizing the City Manager to negotiate, execute, and file all agreements and documents necessary for the conveyance of said property; and ordering the City Secretary to record, or ensure that the title company records all instruments of conveyance.

Purpose:

Approval of a resolution authorizing the conveyance of certain City-owned real property described as an 11.72-acre tract located in Section Thirteen (13), Block Thirty-nine (39), Township 1 South, T&P RR Co. Survey, City and County of Midland, Texas; authorizing the City Manager to negotiate, execute, and file all agreements and documents necessary for the conveyance of said property; and ordering the City Secretary to record, or ensure that the title company records all instruments of conveyance.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Funding is not required.

Discussion:

Resolution 2019-307 authorized advertisement of a request for proposals from nonprofit organizations for the development of City owned property described as an 11.72 acre tract located in Section thirteen (13), Block thirty-nine (39), Township 1 South, T & P RR CO. Survey, City of Midland, Midland County, Texas, as authorized by Chapter 253 of the Texas Local Government Code. Twenty-three (23) Affordable Housing request for proposals were issued. Because we received one (1) incomplete proposal, one (1) late

proposal which was returned to the organization and one (1) organization tried to submit their proposal via email which is not allowed we requested that City Council reject all proposals and authorize re-issuance of the request for proposals. Resolution 2019-355 rejected all proposals and authorized re-issuance of the request for proposals. Thirty-three (33) request for proposals were re-issued. We received four (4) proposals. Staff recommends authorizing the City Manager to negotiate, execute, and file all agreements and documents necessary for the conveyance of said property.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CONVEYANCE OF CERTAIN CITY-OWNED REAL PROPERTY DESCRIBED AS AN 11.72-ACRE TRACT LOCATED IN SECTION THIRTEEN (13), BLOCK THIRTY-NINE (39), TOWNSHIP 1 SOUTH, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE, AND FILE ALL AGREEMENTS AND DOCUMENTS NECESSARY FOR THE CONVEYANCE OF SAID PROPERTY; AND ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, ALL INSTRUMENTS OF CONVEYANCE

WHEREAS, the City Council authorized the issuance of a request for proposals for the development of certain City-owned real property described as an 11.72-acre tract located in Section Thirteen (13), Block Thirty-Nine (39), Township 1 South, T&P RR Co. Survey, City of Midland, Midland County, Texas (the "*Property*"); and

WHEREAS, the City Council finds that the proposal submitted by _____ _____ ("*Proposer*") to be the most advantageous; and

WHEREAS, the City Council finds it to be in the public interest to authorize the conveyance of the Property to Proposer;

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

SECTION ONE. That the above recitals are hereby approved and adopted.

SECTION TWO. That the City Manager is hereby authorized and directed to execute a deed conveying the Property to Proposer.

SECTION THREE. That the City Manager is hereby authorized and directed to negotiate, execute, and file all agreements, documents, and legal instruments necessary and appropriate for the conveyance of the Property and to carry out the intent of the Proposal.

SECTION FOUR. That the City Manager is hereby authorized and directed to negotiate the apportionment and payment of closing costs for said conveyance with Proposer.

SECTION FIVE. That the closing for said conveyance shall be held at a title

company mutually agreed to by the City Manager and Proposer.

SECTION SIX. That the City Comptroller is hereby authorized and directed to pay closing costs, if any, associated with the conveyance of the Property to the above-referenced title company from funds available in the 2020 Operating Budget of the General Fund (001) upon proper receipt of invoices or statements approved by the City Manager.

SECTION SEVEN. That the City Secretary is hereby authorized and directed to file, or ensure that the title company files, all instruments of conveyance acquired in accordance with this Resolution in the Deed of Records of Midland County, Texas. Copies of said instruments of conveyance shall be maintained in the office of the City Secretary and 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:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney