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

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

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

OPENING ITEMS

1. Invocation – Pastor Keith Graves, Hope Community Church

2. Pledge of Allegiance

PRESENTATIONS

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

   3a. Presentation of Proclamation for "High Sky Children's Ranch 60th Anniversary Day"

   3b. Presentation from Managing Director of Public Safety Charles Blumenauer regarding the City of Midland Animal Services Division.

   3c. Presentation from Director of Finance Christy Weakland regarding Budget and Fixed Costs.

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. WORK SESSION OF SEPTEMBER 26,2023

   4b. REGULAR SESSION OF SEPTEMBER 26,2023

5. 2023-131 – RESOLUTION NOMINATING ROBERT MCNAUGHTON FOR THE MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; AND DIRECTING THE CITY MANAGER TO DELIVER A COPY OF THIS RESOLUTION TO THE MIDLAND CENTRAL APPRAISAL DISTRICT **(DISTRICT: NONE) (FINANCE)**

6. 2023-132 – RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH GEOGRAPHIC INFORMATION SERVICES, INC., D/B/A AXIM GEOSPATIAL, LLC, FOR ARCGIS IMPLEMENTATION SERVICES THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES FOR A COST OF $345,400.00 **(DISTRICT: NONE) (GENERAL SERVICES)**

7. 2023-133 – RESOLUTION APPROVING THE PURCHASE OF A CATERPILLAR 836 WHEEL DOZER COMPACTOR FROM WARREN POWER & MACHINERY, INC., THROUGH SOURCEWELL FOR A TOTAL COST OF $1,498,340.00 **(DISTRICT: NONE) (GENERAL SERVICES)**

8. 2023-134 – RESOLUTION AUTHORIZING PURCHASE OF AN ASPHALT PAVER FROM BEE EQUIPMENT SALES, LTD., THROUGH BUYBOARD FOR A TOTAL COST OF $267,749.33 **(DISTRICT: NONE) (GENERAL SERVICES)**

9. 2023-135 – RESOLUTION APPROVING THE PURCHASE OF A 114SD SEWER JET VAC TRUCK AND ASSOCIATED COMPONENTS FROM HOUSTON FREIGHTLINER INC. THROUGH THE HOUSTON-GALVESTON AREA COUNCIL FOR A TOTAL COST OF $552,119.49 **(DISTRICT: NONE) (GENERAL SERVICES)**

10. 2023-136 – RESOLUTION AUTHORIZING PURCHASE OF TWO (2) CHEVROLET TAHOES FROM CALDWELL AUTOMOTIVE PARTNERS, LTD., THROUGH BUYBOARD FOR A TOTAL COST OF $140,924.00 **(DISTRICT: NONE) (GENERAL SERVICES)**

11. 2023-137 – RESOLUTION AUTHORIZING PURCHASE OF A REELMASTER 5510-D FAIRWAY MOWER, A WORKMAN DHX-2WD GOLF CART, A GREENMASTER TRIFLEX MOWER, A SAND PRO 5040 TRAP RAKE, A RIDING SAND PRO, A PROCORE AERATOR, AND A PROCORE AERIFIER FROM PROFESSIONAL TURF PRODUCTS, L.P., THROUGH BUYBOARD FOR A TOTAL COST OF $359,615.20 **(DISTRICT: NONE) (GENERAL SERVICES)**

12. 117-2023 – MOTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE WATER FACILITIES OPERATION AND MAINTENANCE CONTRACT BETWEEN THE CITY OF MIDLAND AND PSC WATER OPERATING COMPANY REGARDING THE OPERATION AND MAINTENANCE OF CERTAIN WATER FACILITIES LOCATED AT T-BAR RANCH (DISTRICT: NONE) (GENERAL SERVICES)

13. 118-2023 – MOTION APPROVING PLANS AND SPECIFICATIONS FOR THE STATE HIGHWAY 158 AND SINCLAIR AVENUE INTERSECTION IMPROVEMENT PROJECT, SAID PLANS AND SPECIFICATIONS BEING ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED BY THE NUMBER AND DATE OF THIS MOTION, AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE FOR COMPETITIVE BIDS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS **(DISTRICT 4) (GENERAL SERVICES)**

14. 119-2023 – MOTION REJECTING THE SOLE PROPOSAL RECEIVED FOR CERTAIN AIRPORT PASSENGER SERVICES AT MIDLAND INTERNATIONAL AIR & SPACE PORT AND MIDLAND AIRPARK **(DISTRICT: NONE) (GENERAL SERVICES)**

15. 2023-138 – RESOLUTION AMENDING THE CITY OF MIDLAND PERSONNEL POLICIES SO AS TO REVISE THE DEFINITION OF "DEPARTMENT MANAGERS"; AND PROVIDING AN EFFECTIVE DATE OF OCTOBER 11, 2023 **(DISTRICT: NONE) (ADMINISTRATIVE SERVICES)**

16. 2023-139 – RESOLUTION APPROVING THE SELECTION OF GARVER, H.W. LOCHNER, INC., MAVERICK CIVIL & SURVEY, LLC, PARKHILL, SMITH & COOPER, INC., DBA PARKHILL, TRANSYSTEMS CORPORATION DBA TRANSYSTEMS CORPORATION CONSULTANTS, AND WESTWOOD PROFESSIONAL SERVICES, INC., AS RESPECTIVE FIRST CHOICES FOR THE PERFORMANCE OF ON-CALL ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES FOR VARIOUS PROJECTS AT THE MIDLAND INTERNATIONAL AIR & SPACE PORT AND MIDLAND AIRPARK OVER THE NEXT THREE (3) YEARS; AND PROVIDING THAT ANY AGREEMENT EXCEEDING $100,000.00 SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL **(DISTRICT 4) (GENERAL SERVICES)**

17. 2023-140 – RESOLUTION AUTHORIZING THE EXECUTION OF A TAX ABATEMENT AGREEMENT WITH LS BRENTWAY LLC AS AUTHORIZED BY CHAPTER 312 OF THE TEXAS TAX CODE (THE "AGREEMENT") REGARDING LOTS 22, 23 AND 24, BLOCK 65, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (THE "PROPERTY"); SAID PROPERTY BEING LOCATED WITHIN TAX ABATEMENT REINVESTMENT ZONE NUMBER 2023-02 (THE "REINVESTMENT ZONE"); SAID REINVESTMENT ZONE BEING LOCATED ON THE WEST SIDE OF SOUTH LORAINE STREET, APPROXIMATELY 130 FEET NORTH OF WEST MISSOURI AVENUE; THE OWNER OF THE PROPERTY BEING LS BRENTWAY LLC; THE APPLICANT FOR TAX ABATEMENT BEING LS BRENTWAY LLC; THE IMPROVEMENTS INCLUDED IN THE AGREEMENT BEING GENERALLY DESCRIBED AS A SIX-STORY HOTEL WITH APPROXIMATELY 80 GUEST ROOMS AND ASSOCIATED AND APPURTENANT FACILITIES; THE ESTIMATED COST OF SAID IMPROVEMENTS BEING NOT LESS THAN $15,000,000.00; AND DIRECTING THE CITY MANAGER TO DELIVER A WRITTEN NOTICE OF THE CITY'S INTENTION TO ENTER INTO THE AGREEMENT, OR ENSURE THAT SUCH A NOTICE HAS BEEN DELIVERED, TO THE PRESIDING OFFICER OF THE GOVERNING BODY OF EACH APPROPRIATE TAXING UNIT AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION OF THE AGREEMENT **(DISTRICT 2) (CITY MANAGER)**

18. 2023-141 – RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIDLAND AND LS BRENTWAY LLC REGARDING THE DEVELOPMENT OF CERTAIN REAL PROPERTY DESCRIBED AS LOTS 22, 23, AND 24, BLOCK 65, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS **(DISTRICT 2) (CITY MANAGER)**

19. 120-2023 – MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS A

PROPOSED PRELIMINARY PLAT OF CLAYDESTA PLAZA NORTH, SECTION 6, BEING A REPLAT OF THE REMAINDER OF LOT 1, BLOCK 14, CLAYDESTA PLAZA, SECTION 2, LOT 2B, BLOCK 14, CLAYDESTA PLAZA, SECTION 14, AND A 47.74-ACRE TRACT OF LAND, LOCATED IN SECTION 14, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED WEST OF NORTH BIG SPRING STREET, APPROXIMATELY 300 FEET NORTH OF VETERANS AIRPARK LANE) **(DISTRICT 3) (DEVELOPMENT SERVICES)**

20. 121-2023 – MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS A PROPOSED PRELIMINARY PLAT OF PERMIAN BASIN BEHAVIORAL HEALTH CENTER, SECTION 1, BEING A 50.31-ACRE TRACT OF LAND OUT OF SECTION 42, BLOCK 40, T-1-S, T&P RR CO. SURVEY, COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED APPROXIMATELY 1,550 FEET SOUTH OF STATE HIGHWAY 191, AND APPROXIMATELY 1,725 FEET EAST OF NORTH FARM-TO-MARKET ROAD 1788) **(DISTRICT: NONE) (DEVELOPMENT SERVICES)**

21. 122-2023 – MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS A PROPOSED PRELIMINARY PLAT OF CARROLLWOOD ADDITION, SECTION 2, BEING A 31.58-ACRE TRACT OF LAND OUT OF SECTION 24, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF ANTELOPE TRAIL, APPROXIMATELY 2,790 FEET NORTH OF WEST COUNTY ROAD 140) (**DISTRICT: NONE) (DEVELOPMENT SERVICES)**

SECOND READINGS

22. 10442 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 54.008-ACRE TRACT OF LAND OUT OF SECTION 42, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED APPROXIMATELY 1,550 FEET SOUTH OF STATE HIGHWAY 191, AND APPROXIMATELY 1,725 FEET EAST OF FARM-TO-MARKET ROAD 1788); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT: NONE) (DEVELOPMENT SERVICES)** (FIRST READING HELD SEPTEMBER 26, 2023)

23. 10443 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 54.008-ACRE TRACT OF LAND OUT OF SECTION 42, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED APPROXIMATELY 1,550 FEET SOUTH OF STATE HIGHWAY 191, AND APPROXIMATELY 1,725 FEET EAST OF FARM-TO-MARKET ROAD 1788; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: NONE) (DEVELOPMENT SERVICES)** (FIRST READING HELD SEPTEMBER 26, 2023)

24. 10444 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF

MIDLAND TO REZONE TRINITY TOWERS MANOR, SECTIONS 1, 2 AND 3, AND ARBOR PARK, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, IN PART, AND MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF LOOP 250 AND SUNSHINE PARKWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES)** (FIRST READING HELD SEPTEMBER 26, 2023)

PUBLIC HEARINGS

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

25. 123-2023 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC (“OPERATOR”) FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: CK 105 MIPA ALLOC UNIT H105WA; KNIGHT 140 MIPA UNIT H140LS; KNIGHT 140 MIPA UNIT H140MS; KNIGHT 140 MIPA UNIT H140WB; KNIGHT 145 MIPA UNIT H145WA; KNIGHT 150 MIPA UNIT H150LS; KNIGHT 150 MIPA UNIT H150SS; KNIGHT 150 MIPA UNIT H150WB; KNIGHT 155 MIPA UNIT H155WA; KNIGHT 160 MIPA UNIT H160LS; KNIGHT 160 MIPA UNIT H160MS; AND KNIGHT 160 MIPA UNIT H160WB; SAID WELLS BEING GENERALLY LOCATED BETWEEN 768 FEET AND 1,022 FEET EAST OF NORTH A STREET EXTENSION AND BETWEEN 1,817 FEET AND 2,067 FEET SOUTH OF WEST LOOP 250 NORTH; PUBLIC HEARING ONLY **(DISTRICT 3) (DEVELOPMENT SERVICES)**

26. 10445 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 54.008-ACRE TRACT OF LAND OUT OF SECTION 42, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED APPROXIMATELY 1,550 FEET SOUTH OF STATE HIGHWAY 191, AND APPROXIMATELY 1,725 FEET EAST OF FARM-TO-MARKET ROAD 1788), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AN INSTITUTION FOR THE CARE OF ALCOHOLIC, PSYCHIATRIC, OR NARCOTIC PATIENTS; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES)**

27. 10446 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 55, BLOCK 8, 349 RANCH ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR HOUSING DEVELOPMENT TO SF-1, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED EAST OF TEJAS, APPROXIMATELY 175 FEET WEST OF

SIOUX COURT); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 1) (DEVELOPMENT SERVICES)**

28. 2023-142 – RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A VENDOR MARKET ON LOT 1A, BLOCK 3, CRESTGATE ADDITION, SECTION 33, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF CRESTFIELD STREET AND WEST LOOP 250 NORTH) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS **(DISTRICT 1) (DEVELOPMENT SERVICES)**

29. 2023-143 – RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A PARTY ON LOT 1A, BLOCK 2, GATEWAY PLAZA ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF LIBERTY DRIVE AND WEST BUSINESS INTERSTATE 20) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS **(DISTRICT 4) (DEVELOPMENT SERVICES)**

30. 10447 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 2 AND 3, LLANO ESTACADO ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM CE, COUNTRY ESTATE DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF BRIARWOOD AVENUE, APPROXIMATELY 340 FEET WEST OF AVALON DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 3) (DEVELOPMENT SERVICES)**

PUBLIC COMMENT

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

Respectfully Submitted,

Tommy Gonzalez
City Manager

MEETING ASSISTANCE INFORMATION: The Midland City Hall and Council Chamber are

wheelchair accessible. If you need special assistance to participate in this meeting, please contact the City Secretary's Office at (432) 685-7430. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

MIDLAND CITY COUNCIL
COUNCIL WORK SESSION
MINUTES
September 26, 2023

DRAFT

The City Council convened in a work session in the Basement Conference Room, City Hall, Midland, Texas, at 9:30 AM, September 26, 2023.

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

The meeting was called to order at 9:30 a.m.

The following matter(s), and any matter listed on the agenda for this meeting, may be discussed by the City Council:

1. Receive a presentation from Interim Engineering Services Director Gabe McClelland regarding the City of Midland's Drainage Improvement Plan.

   Interim Engineering Services Director Gabe McClelland gave a brief overview of the City of Midland's Drainage Improvement Plan. Mr. McClelland discussed the stormwater utility fees and accomplishments, maintenance in several areas, leveraging funds (partnerships), goals, existing infrastructure, flood planes, current projects, five-year rolling plan, and funding sources just to name a few.

All the business at hand having been completed, the meeting adjourned at 9:54 a.m.

PASSED AND APPROVED October 10, 2023.

Lori Blong, Mayor

ATTEST:

Marcia Bentley-German
City Governance Officer /City Secretary

MIDLAND CITY COUNCIL
MINUTES
September 26, 2023

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., September 26, 2023.

Council Members present:	Amy Stretcher Burkes, Dan Corrales, Robin Poole, Lori Blong, Scott Dufford, Jack Ladd, John Norman
Council Members absent:	None
Staff members present:	City Manager Tommy Gonzalez, City Attorney John Ohnemiller, Deputy City Manager Morris Williams Jr., Assistant City Manager Tina Jauz, Assistant City Manager Jose Ortiz

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

OPENING ITEMS

1. Invocation – Pastor John Wymore, Livingway Four Square Church

2. Pledge of Allegiance

CONSENT AGENDA

3. MOTION APPROVING THE FOLLOWING MINUTES:

   3a. REGULAR SESSION OF SEPTEMBER 12, 2023

4. 2023-120 – RESOLUTION ACCEPTING THE PROPOSALS SUBMITTED BY UMR FOR THIRD PARTY BENEFITS ADMINISTRATION SERVICES FOR THE ADMINISTRATIVE SERVICES DEPARTMENT INCLUDING SELF-INSURED MEDICAL, DENTAL, AND VISION CLAIMS ADMINISTRATION, LARGE CASE MANAGEMENT/PRECERTIFICATION, PREFERRED PROVIDER ORGANIZATION, PHARMACY BENEFIT MANAGER RETAIL/MAIL ORDER, AND SECTION 125 CLAIMS ADMINISTRATION; AUTHORIZING THE NEGOTIATION AND EXECUTION OF ALL CONTRACTS AND DOCUMENTS NECESSARY TO EFFECT THE CITY'S ACCEPTANCE OF SAID PROPOSALS; AND AUTHORIZING PAYMENT **(DISTRICT: NONE) (GENERAL SERVICES)**

DRAFT

5. 2023-121 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ENPROTEC / HIBBS & TODD, INC., FOR PROJECT MANAGEMENT SERVICES FOR THE CONSTRUCTION OF A NEW CAUSTIC CHEMICAL FEED SYSTEM AT THE WATER PURIFICATION PLANT FOR A TOTAL COST OF $247,500.00 **(DISTRICT: NONE) (GENERAL SERVICES)**

6. 2023-122 – RESOLUTION AWARDING A CONTRACT FOR THE UTILITY EXTENSION PROGRAM 06 PROJECT TO BOLER EQUIPMENT SERVICE, INC., FOR AN AMOUNT NOT TO EXCEED $2,000,000.00; AND TRANSFERRING AND APPROPRIATING FUNDS **(DISTRICT: ALL) (GENERAL SERVICES)**

7. 2023-123 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ONYX GENERAL CONTRACTORS, LLC, FOR CONSTRUCTION MANAGER-AT-RISK SERVICES RELATED TO THE DOUG RUSSELL BATH HOUSE PROJECT FOR A TOTAL COST OF $10,500.00 **(DISTRICT 3) (GENERAL SERVICES)**

8. 2023-124 – RESOLUTION AUTHORIZING THE EXECUTION OF A SOLE-SOURCE THREE YEAR CONTRACT WITH HACH COMPANY FOR MAINTENANCE OF HACH EQUIPMENT AT AN ANNUAL COST OF $264,302.15 **(DISTRICT: NONE) (GENERAL SERVICES)**

9. 2023-125 – RESOLUTION AWARDING A CONTRACT FOR THE MIDLAND MANHOLE REHABILITATION PROGRAM - PHASE 1 PROJECT TO RED DEER CONSTRUCTION, LLC, FOR AN AMOUNT NOT TO EXCEED $2,000,000.00; AND TRANSFERRING AND APPROPRIATING FUNDS **(DISTRICT: ALL) (GENERAL SERVICES)**

10. 2023-126 – RESOLUTION REJECTING ALL PROPOSALS RECEIVED FOR FLEXIBLE SPENDING ACCOUNT, DEPENDENT CARE, COBRA, RETIREE BILLING AND HEALTH REIMBURSEMENT ACCOUNT SERVICES FOR THE ADMINISTRATIVE SERVICES DEPARTMENT **(DISTRICT: NONE) (GENERAL SERVICES)**

11. 2023-127 – RESOLUTION REJECTING ALL PROPOSALS RECEIVED FOR A BENEFITS ADMINISTRATION SYSTEM FOR THE ADMINISTRATIVE SERVICES DEPARTMENT **(DISTRICT: NONE) (GENERAL SERVICES)**

12. 2023-128 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MAVERICK CIVIL & SURVEY, LLC, FOR PROJECT MANAGEMENT, COORDINATION, SURVEY, AND DESIGN SERVICES FOR UTILITIES CONFLICTS CREATED BY THE TEXAS DEPARTMENT OF TRANSPORTATION HIGHWAY I-20 EXPANSION FOR A TOTAL COST OF $120,000.00 **(DISTRICT: ALL) (GENERAL SERVICES)**

16. 115-2023 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (23-329-044) WITH CROWNQUEST OPERATING, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 4, BLOCK 37, T-3-S, T&P RR CO. SURVEY,

DRAFT

MIDLAND COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES)**

Dan Corrales moved to approve Consent Agenda items 3 – 16, excluding items 13, 14 & 15; seconded by Robin Poole.

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

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

13. 113-2023 – MOTION AUTHORIZING THE CITY MANAGER AND THE CHAIRMAN OF THE MIDLAND DEVELOPMENT CORPORATION (MDC) TO NEGOTIATE AN AMENDED MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIDLAND, THE MDC, AND C. HODGES DEVELOPMENT SERVICES L.L.C. OR ITS ASSIGNEE, BASS PRO OUTDOOR WORLD, L.L.C., TO PROVIDE FOR (1) A 50% CITY SALES TAX REBATE FOR TEN YEARS, (2) $250,000 FROM THE CITY'S HOTEL-MOTEL FUND OVER TEN YEARS, AND (3) $5.5 MILLION IN MDC FUNDING FOR INFRASTRUCTURE COSTS (SUBJECT TO MDC BOARD APPROVAL); AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AMENDED PROPERTY TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF MIDLAND AND BASS PRO OUTDOOR WORLD, L.L.C., TO PROVIDE FOR A 100% CITY PROPERTY TAX ABATEMENT FOR TEN YEARS; AND PROVIDING THAT ANY SUCH AGREEMENTS SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE MIDLAND CITY COUNCIL **(DISTRICT 4) (CITY MANAGER)**

Bob Crites, 606 E. Broadway, expressed his concerns about how negotiations took place regarding this item and had several questions for Council.

Chris Ginsbach, 2305 Shell Ave., had questions for Council Member Corrales and spoke in favor of Bass Pro Shop coming to Midland.

Stephen Lowery, 4509 Corsair Ct., spoke in favor of Bass Pro Shop coming to Midland.

Wes Finch, 3602 Cardinal Lane, spoke in favor of Bass Pro Shop coming to Midland.

Clint Williamson, 1410 Country Club Drive, spoke in favor of Bass Pro Shop coming to Midland.

Coy Haynes, Dallas, spoke in favor of Bass Pro Shop and what the City will lose if they let the deal fall through.

Mayor Blong reported that several individuals completed cards stating they are in support of Bass Pro Shop and one was in opposition.

Mayor Blong recessed this item until after discussion in Executive Session.

DRAFT

The City Council meeting reconvened at 1:24 p.m. with Assistant City Manager Jose Ortiz giving a brief overview of this item. Mr. Ortiz discussed past projects ahead of development; reviewed major and minor developments and estimated total projected developments. Mr. Ortiz also discussed the return on investment for years one through five and six through ten along with additional benefits and the positive impact this development would have on the City of Midland.

John Norman moved to approve Motion No. 113-2023; seconded by Jack Ladd.

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

14. 114-2023 – MOTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN THE CITY OF MIDLAND AND FIREHAWK AEROSPACE, INC., REGARDING CERTAIN CITY-OWNED PROPERTY LOCATED IN WINKLER AND LOVING COUNTIES, TEXAS **(DISTRICT: NONE) (CITY MANAGER)**

ITEM PULLED BY APPLICANT. NO ACTION TAKEN.

15. 2023-129 – RESOLUTION APPROVING THE TRANSFER OF 14 OIL AND GAS WELL PERMITS FROM MCM OPERATING, LLC ("OPERATOR") TO FIREBIRD ENERGY II, LLC ("TRANSFEREE"); AND APPROVING THE TRANSFER OF THE ROAD REPAIR AGREEMENT REGARDING SAID OIL AND GAS WELL PERMITS FROM OPERATOR TO TRANSFEREE; SAID OIL AND GAS WELLS BEING LOCATED IN SECTION 6, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS **(DISTRICT 1) (DEVELOPMENT SERVICES)**

Scott Dufford moved to approve Resolution No. 2023-129; seconded by Jack Ladd.

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

SECOND READINGS

17. 10435 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 0.32-ACRE TRACT OF LAND, BEING THE NORTH 100 FEET OF THE NORTHWEST QUARTER OF BLOCK 17, HOMESTEAD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH FORT WORTH STREET AND EAST KANSAS AVENUE), BY PERMITTING A REDUCED MINIMUM LOT WIDTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE PROPERTY FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT; CONTAINING

DRAFT

A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES)** (FIRST READING HELD SEPTEMBER 12, 2023)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10435.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10435; seconded by Robin Poole.

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

18. 10436 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.32-ACRE TRACT OF LAND, BEING THE NORTH 100 FEET OF THE NORTHWEST QUARTER OF BLOCK 17, HOMESTEAD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH FORT WORTH STREET AND EAST KANSAS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES)** (FIRST READING HELD SEPTEMBER 12, 2023)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10436.

John Norman moved to approve the second and final reading of Ordinance No. 10436; seconded by Dan Corrales.

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

19. 10437 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 2, BLOCK 3, MELODY ACRES, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF TANFORAN AVENUE, APPROXIMATELY 200 FEET EAST OF ORIOLE DRIVE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES)** (FIRST READING HELD SEPTEMBER 12, 2023)

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Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10437.

Don Neill, 4414 Tanforan Ave., spoke in opposition of this item. Mr. Neill reported that he and the residents would like the area to stay the same and keep the space they have.

Andrew Mellen, 1909 W. Wall St., Maverick Engineering, representing the owner Shane Huffman reported they would like to split the lot into two and receive an exception before the planning process begins.

Interim Development Services Director Rolandrea Russell reported some properties were annexed under an acre while others were not. Ms. Russell also explained the breakdown of the number of people who objected.

Mr. Neill spoke again to expound on this item at the request of Council Member Norman.

Andrew Mellen, Maverick Engineering, spoke again to answer questions from Council.

Shane Huffman, 4709 Woodbark Ct., explained what his goals were when they bought the land and reported he plans to build on a smaller section of his property and sell the two acre lot.

City Attorney John Ohnemiller suggested deferring this item so that it can be reviewed further.

Dan Corrales moved to defer the second and final reading of Ordinance No. 10437; seconded by John Norman.

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

20. 10438 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR BLOCKS 202 AND 203, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOUTH COLORADO STREET AND WEST DAKOTA AVENUE), BY PERMITTING A REDUCED MINIMUM SEPARATION OF ACCESSORY BUILDINGS FROM THE PRINCIPAL BUILDING; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES)** (FIRST READING HELD SEPTEMBER 12, 2023)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10438.

John Norman moved to approve the second and final reading of Ordinance No. 10438;

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seconded by Dan Corrales.

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

21. 10439 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 0.448-ACRE TRACT OF LAND AND A 6.292-ACRE TRACT OF LAND, BOTH OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR. CO. SURVEY, MIDLAND COUNTY, TEXAS; THE 0.448-ACRE TRACT BEING GENERALLY LOCATED NORTH OF STATE HIGHWAY 191, APPROXIMATELY 490 FEET WEST OF STATE HIGHWAY 158; THE 6.292-ACRE TRACT BEING GENERALLY LOCATED WEST OF STATE HIGHWAY 158, APPROXIMATELY 540 FEET NORTH OF STATE HIGHWAY 191; ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT: NONE) (DEVELOPMENT SERVICES)** (FIRST READING HELD SEPTEMBER 12, 2023)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10439.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10439; seconded by John Norman.

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

22. 10440 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 0.448-ACRE TRACT OF LAND AND A 6.292-ACRE TRACT OF LAND, BOTH OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR. CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; THE 0.448-ACRE TRACT BEING GENERALLY LOCATED NORTH OF STATE HIGHWAY 191, APPROXIMATELY 490 FEET WEST OF STATE HIGHWAY 158; THE 6.292-ACRE TRACT BEING GENERALLY LOCATED WEST OF STATE HIGHWAY 158, APPROXIMATELY 540 FEET NORTH OF STATE HIGHWAY 191; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: NONE) (DEVELOPMENT SERVICES)** (FIRST READING HELD SEPTEMBER 12, 2023)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10440.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10440; seconded by Amy Stretcher Burkes.

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

23. 10441 – AN ORDINANCE CALLING A PUBLIC HEARING TO BE HELD JOINTLY BY THE CITY COUNCIL AND THE PLANNING AND ZONING COMMISSION TO CONSIDER THE ADOPTION OF AN ORDINANCE AMENDING TITLE XI, "PLANNING AND DEVELOPMENT" BY ADDING CHAPTER 1A, "CENTENNIAL ENTERTAINMENT OVERLAY DISTRICT" SO AS TO ESTABLISH AN OVERLAY ZONING DISTRICT AND PROVISIONS RELATED TO LAND USE AND DEVELOPMENT WITHIN SAID OVERLAY ZONING DISTRICT AND TO AMEND THE ZONING MAP ACCORDINGLY; PRESCRIBING THE TYPE OF NOTICE TO BE GIVEN OF THE TIME AND PLACE OF THE JOINT PUBLIC HEARING; AND CONTAINING A SAVINGS AND SEVERABILITY CLAUSE **(DISTRICT: ALL) (DEVELOPMENT SERVICES)** (FIRST READING HELD SEPTEMBER 12, 2023)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10441.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10441; seconded by Dan Corrales.

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

PUBLIC HEARINGS

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

24. 10442 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 54.008-ACRE TRACT OF LAND OUT OF SECTION 42, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED APPROXIMATELY 1,550 FEET SOUTH OF STATE HIGHWAY 191, AND APPROXIMATELY 1,725 FEET EAST OF FARM-TO-MARKET ROAD 1788); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT: NONE) (DEVELOPMENT SERVICES)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10442.

Mayor Blong opened the public hearing at 11:02 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve the first of two readings of Ordinance No. 10442; seconded by Amy Stretcher Burkes.

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

25. 10443 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 54.008-ACRE TRACT OF LAND OUT OF SECTION 42, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED APPROXIMATELY 1,550 FEET SOUTH OF STATE HIGHWAY 191, AND APPROXIMATELY 1,725 FEET EAST OF FARM-TO-MARKET ROAD 1788; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: NONE) (DEVELOPMENT SERVICES)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10443.

Mayor Blong opened the public hearing at 11:03 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10443; seconded by Dan Corrales.

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

26. 10444 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE TRINITY TOWERS MANOR, SECTIONS 1, 2 AND 3, AND ARBOR PARK, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, IN PART, AND MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF LOOP 250 AND SUNSHINE PARKWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10444.

Interim Development Services Director Rolandrea Russell gave a brief overview of the item noting it is for the Manor Park Community to expand the boundaries of their planned development to include a zoned tract of land and to amend site plans to include a

DRAFT

greenhouse.

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

Amy Stretcher Burkes moved to approve the first of two readings of Ordinance No. 10444; seconded by John Norman.

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

27. 2023-130 – RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A BENEFIT CONCERT ON LOT 1, BLOCK 19, ELMWOOD ADDITION, SECTION 3, LOT 2A, BLOCK 19, ELMWOOD ADDITION, SECTION 7, LOTS 13 THROUGH 20, BLOCK 6, S. W. ESTES ADDITION, AND LOT 1A, BLOCK 5, S. W. ESTES ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WHITAKER STREET AND WEST KANSAS AVENUE) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS **(DISTRICT 2) (DEVELOPMENT SERVICES)**

Interim Development Services Director Rolandrea Russell gave a brief overview of the item noting it is for a temporary land use permit for the YMCA for their 75 Anniversary to hold a benefits concert.

Mayor Blong opened the public hearing at 11:07 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve Resolution No. 2023-130; seconded by Jack Ladd.

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

MISCELLANEOUS

28. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS **(DISTRICT: ALL) (CITY SECRETARY'S OFFICE)**

John Norman moved to appoint Kevin Nelson, Randall Milloy, Tucker Schneemann and Dillon Custer to the Barbara & George H.W. Bush Convention Center Advisory Board; seconded by Robin Poole.

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

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NAY: None
ABSTAIN: None
ABSENT: None

At the end of the Council Meeting during Public Comment, (item 30) Lucy Sisniega, Midland, voiced her concerns regarding the attendance of P&Z Board members and the need to appoint new or additional members to the board. Ms. Sisniega reported that she is willing to continue serving if Council so desires.

29. 116-2023 – MOTION AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO EXECUTE ALL DOCUMENTS NECESSARY TO SETTLE LITIGATION STYLED TRINITY PROPERTY CONSULTANTS, LLC V. CITY OF MIDLAND, ET AL. (COUNTY COURT AT LAW, MIDLAND COUNTY, TEXAS; CAUSE NO. CC24658) **(LEGAL)**

Jack Ladd moved to approve Motion No. 116-2023; seconded by Robin Poole.

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

PUBLIC COMMENT

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

Heather Bredimus, 4013 Fairwood Dr., wanted to speak on item number 13. Ms. Bredimus is in support of Bass Pro Shop but not with the current deal.

Coy Haynes, Dallas, spoke again in support of Bass Pro Shop coming to Midland and what can happen if this deal is not done.

Skip Sites, 2000 Seaboard Ave., spoke in support of Bass Pro Shop coming to Midland.

Lucy Sisniega, Midland, commented on Boards & Commissions. See item 28.

EXECUTIVE SESSION

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

Mayor Blong recessed the meeting to go into Executive Session at 11:23 a.m.

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a. Section 551.071, Consultation with Attorney

a.1. Discuss pending or contemplated litigation.

b. Section 551.087, Deliberate Economic Development Negotiations

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

All the business at hand having been completed, the meeting adjourned at 1:34 p.m.

PASSED AND APPROVED October 10, 2023.

_____

Lori Blong, Mayor

ATTEST:

_____

Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT

City Council Meeting

Item Number: **5**

Meeting Date: **October 10, 2023**

To: **City Council / City Manager**

From: **Christy Weakland, Director**

Subject: RESOLUTION NOMINATING ROBERT MCNAUGHTON FOR THE MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; AND DIRECTING THE CITY MANAGER TO DELIVER A COPY OF THIS RESOLUTION TO THE MIDLAND CENTRAL APPRAISAL DISTRICT **(DISTRICT: NONE) (FINANCE)**

Purpose:

The terms of the five (5) member Board of Directors of the Midland County Appraisal District (MCAD) will expire at the end of this year. The recommendation from city staff is to nominate Bob McNaughton, our current representative, for another term on the MCAD Board of Directors.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Discussion:

The terms of the five (5) member Board of Directors of the Midland County Appraisal District (MCAD) will expire at the end of this year. Accordingly, the City, along with the County, School District, and College District can nominate individuals to serve on the MCAD Board. The attached letter from Jerry Bundick, Chief Appraiser with the Midland County Appraisal District, provides a timeline and details of the process. City staff recommends nominating Bob McNaughton (former Director of Finance for the City) to be placed on the ballot to serve on the MCAD Board of Directors.

Tina Daug

City Manager's Office

MIDLAND CENTRAL APPRAISAL DISTRICT
4631 ANDREWS HWY.
P. O. BOX 908002 MIDLAND, TEXAS 79708-0002
(432) 699-4991 FAX (432) 689-7185

JERRY BUNDICK
RPA, RTA
Chief Appraiser

September 20, 2023

Mayor Lori Blong
City of Midland
P O Box 1152
Midland, TX 79702

Dear Mayor Blong,

It is time once again to begin the selection process for the Appraisal District's Board of Directors. Only County, City and School districts, and Junior College districts, can cast ballots for directors. The five directors chosen will serve a two-year term beginning in January 2024. The directors will be sworn in at our January 16, 2024 meeting.

Your current representative is: **Bob McNaughton.**

To be eligible to serve on the Board of Directors, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit in the district.

An individual is ineligible to serve on the Appraisal District Board of Directors and is disqualified from employment as Chief Appraiser if the individual is related within the second degree by consanguinity or affinity, as determined under Article 5996h, Revised Statutes, to an individual who is engaged in the business of appraising property for compensation for use in proceedings under this title or of representing property for compensation in proceedings under this title in the Appraisal District.

The presiding officer of each unit must submit a written resolution to the Chief Appraiser that includes the names and addresses of each unit's nominees by October 15 or as soon thereafter as practical. Each voting unit may nominate a candidate for each position filled.

By October 30, or as soon thereafter as practical, the Chief Appraiser will prepare a ballot listing the nominees alphabetically by each candidate's last

name. The Chief Appraiser will deliver a copy of this ballot to the presiding officer of the governing body of each voting unit.

Before November 15, or as soon thereafter as practical, each voting unit will cast its votes by written resolution and submit it to the Chief Appraiser. A voting unit must cast its votes for a person nominated. There is no provision for write-in candidates. The Chief Appraiser may not count votes cast for someone not listed on the official ballot.

Chief Appraiser will count the votes from the voting units and declare the candidates who received the largest vote totals. The Chief Appraiser will notify all taxing units (voting and non-voting) and all candidates (winners and losers) of the outcome. This will occur as soon as all votes from all voting units are received.

Enclosed please find a calculation of the number of votes that each voting unit may cast, and a Resolution that may be used in the nomination process.

If you have any questions regarding the selection of directors for the Appraisal District, please do not hesitate to give me a call.

Sincerely,

Jerry M. Bundick, RPA, RTA
Chief Appraiser

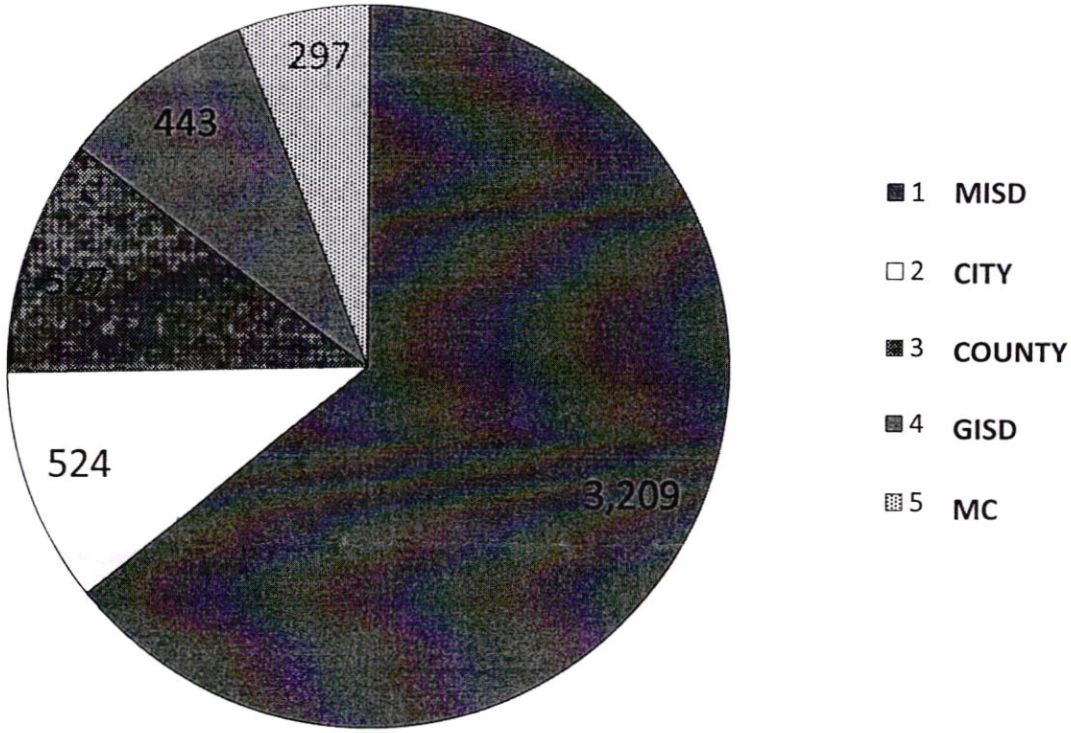
Enclosure

cc: Mr. Tommy Gonzalez, City Manager
Ms. Christy Weakland, Director of Finance

CALCULATION OF VOTES FOR MIDLAND CENTRAL APPRAISAL DISTRICT

BOARD OF DIRECTORS FOR 2024 & 2025

JURISDICTION		2022 TAX LEVY	PERCENTAGE OF TOTAL LEVY	NUMBER OF VOTES
MIDLAND I S D	$	398,848,779.71	64.17%	**3,209**
CITY OF MIDLAND	$	65,192,067.98	10.49%	**524**
MIDLAND COUNTY	$	65,548,185.27	10.55%	**527**
GREENWOOD I S D	$	55,047,132.64	8.86%	**443**
MIDLAND COLLEGE	$	36,909,328.47	5.94%	**297**
TOTAL	**$**	**621,545,494.07**	**100.00%**	**5,000**



RESOLUTION NO. _____

RESOLUTION NOMINATING ROBERT MCNAUGHTON FOR THE MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; AND DIRECTING THE CITY MANAGER TO DELIVER A COPY OF THIS RESOLUTION TO THE MIDLAND CENTRAL APPRAISAL DISTRICT

WHEREAS, pursuant to the Texas Tax Code, it is incumbent upon the City Council to make nominations for the Board of Directors of the Midland Central Appraisal District;

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

SECTION ONE. That the following person is hereby nominated for membership on the Board of Directors of the Midland Central Appraisal District:

Robert McNaughton
4506 Teakwood Trace
Midland, Texas 79707

SECTION TWO. That the City Manager shall deliver a copy of this resolution to the Chief Appraiser of the Midland Central Appraisal District.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Christy Weakland, Director of Finance

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 6

Meeting Date: October 10, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH GEOGRAPHIC INFORMATION SERVICES, INC., D/B/A AXIM GEOSPATIAL, LLC, FOR ARCGIS IMPLEMENTATION SERVICES THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES FOR A COST OF $345,400.00 **(DISTRICT: NONE) (GENERAL SERVICES)**

Purpose:

Resolution authorizing an agreement for ArcGIS Utility Network Implementation Services from Geographic Information Services, Inc. dba Axim Geospatial, LLC. through the Texas Department of Information Resources (DIR) contract DIR-CPO-4503.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Water & Sewer Fund 2024 operating budget.

Discussion:

Staff recommends authorizing an agreement for ArcGIS Utility Network Implementation Services from Geographic Information Services, Inc. dba Axim Geospatial, LLC. through the Texas Department of Information Resources (DIR) contract DIR-CPO-4503. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please see the attached memo from Jennifer Frescaz, Chief Information Officer, for further information.

Therefore, please consider a resolution authorizing an agreement for ArcGIS Utility Network Implementation Services from Geographic Information Services, Inc. dba Axim Geospatial, LLC. through the Texas Department of Information Resources (DIR) contract DIR-CPO-4503 for a cost of $345,400.00.

Morris Williams Jr.

City Manager's Office

City Council Agenda Item

DATE: **September 25, 2023**

TO: Erika Martinez, Purchasing Manager

FROM: Jennifer Frescaz, Chief Information Officer

SUBJECT: Consider a resolution approving the purchase of ArcGIS Utility Network Implementation Services for $345,400.00 from Axim Geospatial via DIR-CPO-4503.

Purpose:
Consider a resolution approving the purchase of ArcGIS Utility Network Implementation Services for a total cost of $345,400.00 from Axim Geospatial via DIR-CPO-4503.

Discussion:
The City of Midland is implementing an ArcGIS Utility Network system to centralize and enhance its water utility operations. This system enables efficient monitoring and management of utility infrastructure, including water, stormwater, and wastewater components like pipes and valves. It provides tools to create, edit, and analyze utility equipment, trace resource flows, and assess network impacts from storms or outages. By leveraging this system, the city aims to improve its utility operations' safety, reliability, and customer support.

The project's total cost is $345,400.00 and will come from Utility Fund 300300-53450.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH GEOGRAPHIC INFORMATION SERVICES, INC., D/B/A AXIM GEOSPATIAL, LLC, FOR ARCGIS IMPLEMENTATION SERVICES THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES FOR A COST OF $345,400.00

WHEREAS, the Texas Department of Information Resources ("DIR") is a cooperative program in which the City participates on purchases; and

WHEREAS, Geographic Information Services, Inc., d/b/a Axim Geospatial, LLC, has agreed to provide ArcGIS implementation services for a cost of $345,400.00; and

WHEREAS, the City Council finds the price proposed for the ArcGIS implementation services through the DIR to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to execute and agreement with Geographic Information Services, Inc., d/b/a Axim Geospatial, LLC, for the ArcGIS implementation services through the DIR;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, an agreement with Geographic Information Services, Inc., d/b/a Axim Geospatial, LLC. Said contract to be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

SECTION TWO. That funds shall be available in the Water & Sewer Fund 2024 operating budget.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Geographic Information Services, Inc., d/b/a Axim Geospatial, LLC, upon proper receipt of invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member

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

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

AGREEMENT
24000232

THIS AGREEMENT is made and effective the 11th day of October 2023, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), a home-rule municipal corporation, and Geographic Information Services, Inc. ("*COMPANY*"). CITY and COMPANY are at times individually referred to as a "*Party*" and collectively referred to as the "*Parties*."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform work described for ArcGIS Utility Network Implementation Services (the "*Services*") for CITY. The Services are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

ARTICLE II. SERVICES TO BE PERFORMED

COMPANY shall provide the Services in a manner consistent with the same level of skill and care as other consultants that perform similar services for similar projects in approximately the same region and at approximately the same point in time. COMPANY represents that any employee who performs the Services shall be fully qualified and competent to perform the Services.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY an amount not to exceed $345,400.00 for the performance of the Services. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A** upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** that COMPANY incurs during the previous month for which COMPANY receives advanced written approval from the City Manager. All additional and/or reimbursable expenses must be approved by the City Manager prior to incurring such expenses.

Within thirty (30) days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within fifteen (15) days of the date of receipt of the invoice, and the Parties shall immediately make every

effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, CITY shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from October 11, 2023 until October 10, 2024, unless the Services are completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement, or any interest, right or privilege herein, without obtaining CITY's prior written consent. The issue of whether to grant such consent shall be in the sole and absolute discretion of CITY.

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

All reports, information and other data ("*Instruments of Service*") given to, prepared or assembled by COMPANY under this Agreement, and any other related document or item shall become the sole and exclusive property of CITY. The Instruments of Service shall be promptly delivered, without restriction, to CITY and such other persons or entities as CITY may designate; provided, however, that COMPANY may make copies of the Instruments of Service for its files.

ARTICLE VIII. INDEPENDENT CONTRACTOR

COMPANY shall perform the Services as an independent contractor and not as an officer, agent, servant or employee of CITY. COMPANY shall have exclusive control of and the exclusive

right to control the details of the Services and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The Parties acknowledge and agree that the doctrine of *respondeat superior* shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing the Services shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended nor shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" that would give rise to vicarious liability. COMPANY is an independent contractor under this Agreement and shall assume all rights, obligations, and liabilities applicable to it as an independent contractor. CITY does not have the power to direct the order in which the services are performed. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for performing the Services, and is entirely free to perorm the Services in its own way.

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

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

The Business Automobile Liability policy shall cover any vehicle for bodily injury and

property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the Services. This policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

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

All insurance policies required by this Agreement shall (i) provide for a waiver of subrogation in favor of CITY, and (ii) name CITY as an additional insured on a claims-occurred basis (except for the Workers' Compensation policy). Prior to any reduction or termination of the insurance policies referenced herein, COMPANY shall ensure that its insurance provider submits written notice to CITY no later than thirty (30) days prior to the reduction or termination of such coverage.

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

Prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that requirements of this Article have been met, which shall be subject to the approval of CITY. CITY shall not be required to provide any insurance pursuant to this Agreement.

By executing this Agreement, COMPANY certifies that the certificate of insurance provided pursuant to this Article complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law and this Agreement is the sole and exclusive responsibility of COMPANY.

Notwithstanding any contrary provision contained herein, the City Manager, in his/her sole and absolute discretion, modify the insurance requirements contained in this Article.

ARTICLE X. ATTORNEY FEES

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

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

COMPANY IS RELYING ON ITS OWN JUDGMENT AND HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this Agreement, CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XII. NO THIRD-PARTY BENEFICIARY

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

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

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

B. Governing Law and Venue. The laws of the State of Texas shall govern, construe and enforce all rights and duties of the Parties, including, but not limited to, tort claims and any contractual claims or disputes arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of the

Parties shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claim, suit, or other action arising from or connected in any way to this Agreement shall be in Midland County, Texas.

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

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

If to COMPANY: Geographic Information Services, Inc.
100 QBE Way, Suite 1225
Sun Prairie, WI 53590

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

D. Severability. If one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision were never contained herein.

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

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

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

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

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit

for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative shall give the City Manager, or any other reasonable official of CITY, written notice (consisting of one (1) original and seven (7) copies of such notice attached to a copy of this Agreement) of such duly-verified damages within one hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of such notice. The notice shall include when, where, and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented, the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim. COMPANY's failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after COMPANY's receipt of such notice.

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

J. Prompt Pay Act. The Parties agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive the CITY's governmental immunity.

K. Compliance. COMPANY shall comply with Texas Government Code § 2252.908, *et seq.*, as amended, and Texas Local Government Code § 176.006, *et seq.*, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

- COMPANY does not boycott Israel and will not boycott Israel during the term of

this Agreement;

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

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code § 552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

O. Conflict of Terms. If a conflict of terms or language exists between: (i) any of the provisions of this Agreement; and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the Parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Agreement that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Agreement are contained in the provisions of this

Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

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

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

ARTICLE XV. INDEMNITY

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON

ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

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

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

ATTEST:

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

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

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

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

_____
Notary Public, State of Texas

Exhibit A

City of Midland, TX

ArcGIS Utility Network Implementation for Water

TX DIR Contract #:
DIR-CPO-4503
Vendor ID:
392044368

August 18, 2023

Proposal Submitted by:
Greg Hymel
greg.hymel@aximgeo.com
205.725.5858
Axim Geospatial, LLC
100 QBE Way, Suite 1225
Sun Prairie, WI 53590

September 27, 2023

Richard M. Osuamkpe
GIS Manager
City of Midland, TX

Dear Richard:

Axim Geospatial, LLC (Axim) is pleased to submit our proposal for the Utility Network Model Migration project. For over 31 years, Axim's core business has been location technology. We are the largest singular provider of end-to-end geospatial services and solutions in the U.S. serving the communities in which we live.

Why Select the Axim Team?

Most Qualified Water Utilities Experience: Axim is an Esri Platinum Partner, currently serving over 50 water utilities and local public works departments today with Esri platform implementations and system integrations. We were one of the first services partners to earn Platinum Business Partner status and we were the first Esri business partner with a water utility focus to earn the Utility Network Management Specialty Designation. Our experience is unparalleled, and we have facilitated the largest UN implementations in the country including Austin Water, Charlotte Water, Houston Water, and others.

Breadth and Depth of Experience: Our core business is everything GIS and with over 400 geospatial professionals on staff, Axim is prepared to handle any aspect of the project that arises. Axim has earned multiple Esri Specialty Designations and when it comes to a full suite of GIS services; Asset Management, Data Services, Integrations, Next Generation GIS Assessments, Application Development, and Cloud Managed Services we are unmatched in the industry.

Proven Methodology and a High level of Confidence for Success: Axim has worked closely with Esri to immerse into and influence the UN for the water domain and we have extended that partnership to bring that same synergy into strategic client engagements. We have a demonstrated and proven methodology to successfully implement the UN for large Water Utilities and an experienced staff dedicated solely to this practice.

Please contact me if you would like additional information. We look forward to working together for the successful accomplishment of this project.

Sincerely,

Greg Hymel
Senior Account Executive, Axim Geospatial
greg.hymel@aximgeo.com

BACKGROUND

Understanding and managing water infrastructure is difficult and requires a dedicated team of professionals, complex processes, and sophisticated technologies. The most successful agencies rely on GIS as the center of the technology landscape, serving as a hub through which other enterprise systems integrate and offering critical data analytics and visualizations to support operations.

GIS constantly evolves to support organizations better, deliver against customer requirements, and help prevent emergencies. Esri's ArcGIS Utility Network (UN) is a significant step forward in this evolution of an enterprise GIS for water utilities in production capabilities and emergency response. Unlike data model migrations of the past, the UN represents a broader technology paradigm shift. The City of Midland has recognized both the value and the need to implement the UN and has offered a comprehensive and thoughtful requirement to solicit support from a qualified partner.

Axim understands the complexities and nuances of the implementation process and the impact this transition can have on an organization. We were the first Esri Business Partner to earn the Utility Network Management Specialty designation and have completed the largest UN implementations in the country to date, including Austin Water, Charlotte Water, and the City of Houston (ongoing). In total, we have supported more than 40 clients and 70 systems (e.g., water, wastewater, stormwater, reclaimed) in transitioning to and adopting the UN.

As an Esri business partner since our founding more than 30 years ago and as one of only 12 Platinum partners in the US, Axim has had the opportunity to help shape countless enterprise GIS programs. Within that context, we have provided industry and client-leading data modeling and implementation services ranging from the Federal Spatial Data Standards for Infrastructure and Environment (SDSFIE) to localized adoption of the Esri Local Government Information Model (LGIM) and the ArcGIS for Water (AG4W) initiative. In fact, Axim participated in the beta programs for both the LGIM and the ArcGIS Utility Network (UN) Frameworks (Water Domain). In each case, Axim was among the very first Partners to implement the respective models for functional adoption.

Fortunately, Axim has a dedicated team of professionals who focus on the UN, specifically within the context of water utilities. Relying upon our knowledge of past migrations, we understand the unique challenges for the water industry and have established a successful approach to deliver comprehensive services. We have also adapted our services to each client to address budgetary constraints to leverage client capacity and skill. To that end, we have proposed and performed co-implementation services for some clients, through which we identify workshare opportunities and distribution of technical responsibility with Axim staff providing leadership, guidance, and supplemental capacity along the way. This demonstrates a flexible and innovative perspective on services and may also represent an opportunity for cost savings.

Our experience with UN implementations has also demonstrated and leveraged the full value of our landscape of business partnerships. We introduced our Platinum partnership with Esri above, through which our team has been able to both learn through collaboration with the Esri UN team and influence the trajectory of UN design, functionality, and experience. Esri has partnered with Axim in several UN engagements to provide complementary expertise related to architecture design, deployment pattern, and performance of the UN (an optional service we are also offering to the City). Additionally, Axim is a business partner with Safe Software, developers of the FME data translation and automation engine that has proven valuable to UN implementation and technical strategy. Utilizing the FME data translation process decreases errors and the time to complete the process. Further, although not proposed as part of this scope, Axim is the only partner with SSP Innovations authorized to use and sell SSP Sync, a tool

specifically designed to support a transitional adoption period for organizations unable to make a full leap into the UN. We are also a Platinum Implementation Partner with Cityworks, an industry-leading GIS-centric work and asset management platform compatible with the UN. Again, asset management is not part of the core scope but reflects our commitment to synergistic technologies and a natural alignment with water infrastructure management.

Our corporate mission is grounded in using geospatial solutions to empower our clients to make the world a smarter, safer, and better place to live. In doing so, we aspire to establish lasting partnerships through which our clients, and the City, can confidently pursue organizational goals and vision backed by the entire experience and expertise of Axim Geospatial.

SOLUTION EXPERIENCE

Esri Partnership

Axim is one of only 17 firms globally that have attained the level of Esri Platinum Partner. Less than 1% of Esri partners worldwide have achieved this highest tier of distinction. Working with a Platinum partner gives the City unrivaled access to premium-level support with Esri. We have been an Esri Business Partner for 30 years, and our State and Local Government business unit is closely aligned with their vision and initiatives. In addition to Platinum Partnership, Axim has achieved Esri specialty status for several solutions and Esri product areas:

Utility Network Management Specialty

ArcGIS Utility Network Management Specialty. GIS-based network management for utilities, the new Utility Network (UN) management tool provides more functionality, added flexibility and advanced access to data. Axim is the first Esri partner to receive the UN partner specialty designation for water utilities.

State and Local Government Specialty

Esri State and Local Government Specialty. This specialty is awarded to partners specializing in and have a substantial track record of success with developing and configuring ready-to-use solutions for local and state government clients.

Indoor GIS Specialty

ArcGIS Indoors. A complete indoor mapping system for connecting workspaces with employees and visitors.

ArcGIS Cloud Services Specialty

ArcGIS Cloud Services. With the maturity of business systems comes a need for flexible and agile cloud environments and hybrid environments for business continuity and resiliency.

ArcGIS Hub Specialty

ArcGIS HUB. A community engagement platform that organizes people, data, and tools through information driven initiatives.

ArcGIS System Ready Specialty

ArcGIS System Ready. Awarded to partners that adopt the latest Esri technology, migrate their offerings in a repeatable practice, and have a well-trained staff to support the latest Esri software releases.

Our Esri Platinum Partnership provides significant benefits for our clients, including enhanced professional services and industry knowledge. It allows us to provide Esri Certified Professional Trainers and to procure new software licenses for the entire Esri software portfolio and affords Axim premium support to elevate technical requests that other companies cannot access. We have regular interfaces with the Esri Product

Teams and Professional Services Team to share experiences, discuss best practices, help define upcoming capabilities, and gain insight to new technologies that will soon be available for public consumption.

Esri ArcGIS Utility Network Experience

Axim has worked side-by-side with Esri in the enhancement and migration for their customers (and ours) into the ArcGIS Utility Network (UN). We were the first partner to achieve Esri's Utility Network Specialty Designation focusing on water domains. In addition, we have significant experience in UN planning and implementation for local government agencies throughout the US, as shown in the table below.

Axim Project	Water (W), Wastewater (WW), Stormwater (SW)	Status	Needs Assessment	Implementation Plan	Geodatabase Design	Data Migration	Production	3rd Party Integration
Aqua Water Supply Corp (Bastrop, TX) UN Transition Planning & Implementation	W	Complete w/Ongoing Support Services	✓	✓	✓	✓	✓	✓
Austin Water (Austin, TX) UN Transition Planning & Implementation	W WW	Complete w/Ongoing Support Services	✓	✓	✓	✓	✓	✓
Austin Watershed Protection (Austin, TX) UN Readiness Assessment & Migration	W	Complete w/Ongoing Support Services	✓	✓	✓	✓		
Calvert County, MD (Prince Frederick, MD) UN Readiness Assessment	W, WW	Ongoing	✓	✓				
Charlotte Water (Charlotte, NC) UN Implementation	W WW	Complete w/Ongoing Support Services	✓	✓	✓	✓	✓	✓
Charlotte Storm Water (Charlotte, NC) UN Implementation	SW	Ongoing	✓	✓	✓	✓		✓
Clayton County Water Auth. (Morrow, GA) UN Readiness & Cityworks Integration	W, WW SW	Complete	✓	✓		✓		✓
Eastern Mun. Water District (Perris, CA) UN Architecture Review & Imp Planning	W	Ongoing	✓	✓				
City of Galveston (Galveston, TX) UN Readiness Assessment and Imp Planning	W, WW, SW	Complete	✓	✓				
City of Goldsboro (Goldsboro, NC) UN Migration Assistance	W WW	Complete w/Ongoing Support Services	✓	✓		✓	✓	
City of Hastings (Hastings, NE) UN Jumpstart & Technical Coaching	W WW	Complete w/Ongoing Support Services		✓	✓	✓	✓	
City & County of Honolulu Environmental Services (Honolulu, HI) UN Readiness Assessment & Imp Plan	WW	Complete w/Ongoing Support Services	✓	✓				✓
City & County of Honolulu Board of Water Supply (Honolulu, HI) UN Readiness Assessment & Imp Plan	W	Complete	✓	✓				✓
City of Houston (Houston, TX) UN Model Migration & Implementation	W, WW SW	Ongoing	✓	✓	✓	✓	✓	✓
Kansas City Water (Kansas City, MO) UN Planning & Migration	W	Complete	✓	✓	✓	✓		✓

Lake County (Waukegan, IL) UN Support	W WW	Complete w/Ongoing Support Services	✓	✓		✓	✓	✓
McCarran Airport (Las Vegas, NV) UN Readiness Assessment	W	Complete	✓					
City of Mercer Island (Mercer Island, WA) UN Jumpstart	W, WW	Complete	✓	✓				
New Ulm Public Utilities (New Ulm, MN) UN Migration Assistance & Troubleshooting	W WW	Complete	✓	✓		✓	✓	
Village of Niles (Niles, IL) UN Workshare Implementation	W	Ongoing	✓	✓		✓		
Opelika Utilities (Opelika, AL) UN Transition Planning & Implementation	W	Complete w/Ongoing Support Services		✓	✓	✓	✓	✓
Providence Water Supply (Providence, RI) UN Readiness Assessment & Imp Plan	W	Complete	✓	✓				
Salt Lake City Dept of Public Utilities (UT) UN Support & Planning	W	Complete	✓	✓				
San Antonio Water Supply (San Antonio, TX) UN Readiness Assessment & Imp Plan	W, WW, SW	Complete	✓	✓				
SSP/ALLETE (Duluth, MN) UN Support & Migration	W	Complete		✓	✓	✓		✓
Veolia North America (Boston, MA)	W	Ongoing	✓	✓	✓	✓		✓
Western Muni. Water District (Riverside, CA) UN Readiness Assessment & Imp Plan	W, WW, SW	Complete w/Ongoing Support Services	✓	✓				✓

IMPLEMENTATION PLAN AND METHODOLOGY

Statement of Understanding

The City of Midland recognizes the value of investing in location technology to manage, analyze, and visualize data to support business processes and organizational missions. Over time, as location technology platforms and solutions advance, incremental adjustments and updates are periodically replaced by sweeping transformation. Such is the case for implementing the ArcGIS Utility Network (UN). As the foundation of a program and a defining contributor to success, the transition requires a great deal of strategy and planning.

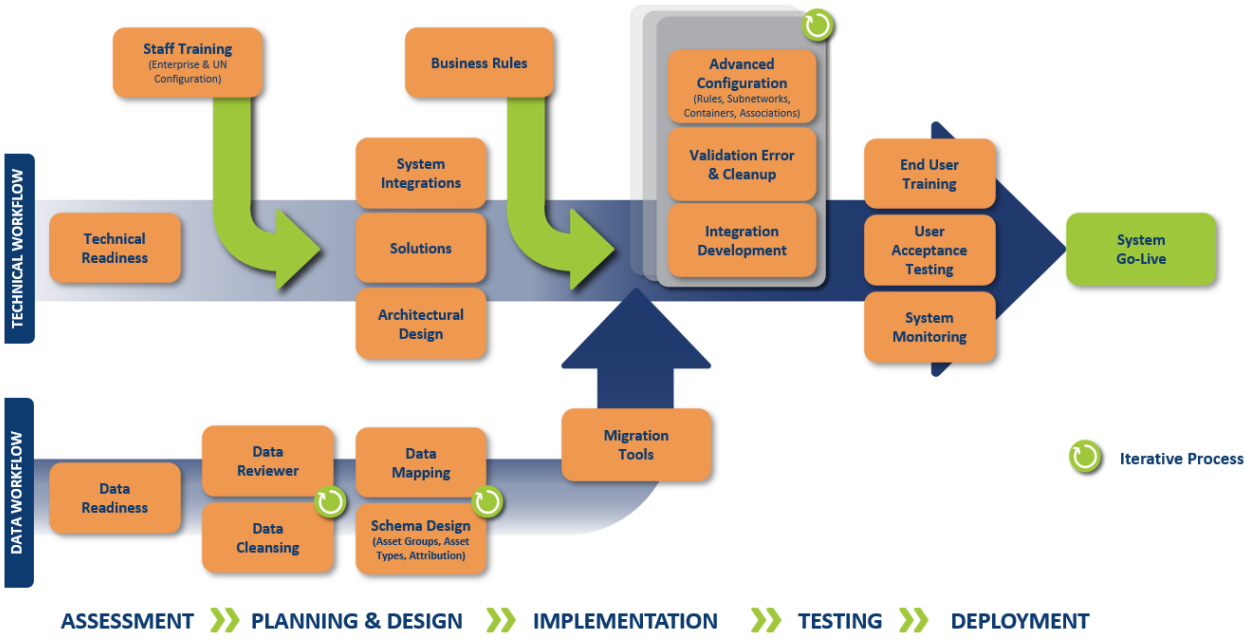
The City adopted the geometric network combined with ArcGIS Desktop (ArcMap) and third-party systems developed to facilitate and streamline network editing, supporting operations, and maintenance workflows. The geometric network was an effective model for many years and technically remains so today. Still, the structure has also been slated for deprecation, triggering organizations nationwide to consider the eventual replacement by the ArcGIS Utility Network.

The UN's structural, functional, and operational design genuinely represent a significant transformation in the technological paradigm that supports utilities and infrastructure GIS programs. The magnitude of this transformation is expected to be as impactful and powerful as those from paper-to-digital and CAD-to-GIS. The underlying geodatabase model will change fundamentally, but the shift from a database-focused architecture to a service-oriented architecture will provide the foundation for contemporary GIS best practices and solution innovations for years to come. Present desktop solutions will be replaced by

ArcGIS Pro, requiring users to reorient to software interfaces and standardize operating procedures, and configurations/integrations with asset management systems will need to be updated.

We understand the City of Midland is looking for a partner to help facilitate and define the pathway for successfully adopting the ArcGIS Utility Network. Through a UN Readiness Assessment, Axim has already engaged City staff to understand the current technology and data landscape through a data and system architecture review to produce documentation to guide subsequent UN implementation. Our approach will be holistic and encompass architecture and environment, not strictly data, to help ensure the resulting system is responsive and capable of performing to standards and expectations. Axim will also focus on the data, schema, and transformation process in preparing for the translation processes and target structure to support existing data and ongoing business processes. To validate our understanding and the resulting output, we will facilitate a pilot implementation targeting a subset of the data and evaluating migrated data, workflows, and technical architecture. After completing a successful pilot initiative, Axim will update the implementation plan and facilitate the City's final transition to ArcGIS Utility Network, including implementation, adoption, training, data migrations, and corresponding production release support.

Conceptual Approach



At a high level, all implementations of the ArcGIS Utility Network follow the pattern above. Data and readiness assessments lead to data preparation, database design, data mapping, and migration tool configuration. Technical readiness assessments lead to staff preparation, architecture design, integration planning, and asset business rules. As these two paths merge, a series of one or more pilot implementations include advanced configuration, network validation, integration development, and potential design refinements. Finally, user acceptance testing must be established before final data migrations and the system go-live. This pattern has proven successful for Axim clients from a wide variety of scales and vendor support strategies.

Detailed Approach

Midland has thoughtfully articulated the desired outcome for project deliverables and documentation. To describe how Axim will execute the project, our proposal follows a chronological narrative of our project approach. Each phase is essentially dependent on the successful completion of the predecessor and, as such, will be considered to occur in strict sequence unless otherwise coordinated and mutually agreed upon.

Planning and Analysis

The Planning and Analysis phase is an umbrella of project management and coordination tasks throughout each phase of the project's lifecycle.

Project Management Approach

Axim employs two interwoven tracks to help ensure success. First, we bring a proven project management approach that establishes controls and ensures communications and delivery. Second, we offer a technical approach tailored to the scope of services through which our expertise is translated into solutions. The following sections provide an overview of our project management approach and a task-level breakdown of the technical approach.

Each project engagement with Axim is structured according to five phases that have proven adaptable and repeatable and can reliably produce successful results. In the case of the proposed project with the City of Midland, we will leverage the established five phases to manage the overarching project and provide the structured approach necessary to guide the successful execution of each task.

- *Planning & Analysis:* The Planning & Analysis phase starts our project lifecycle and sets the broad execution parameters. It is communication-centric, beginning with the project kickoff meeting and scheduling the project reviews. Axim will review the project's budget and schedule and establish project controls, including a client satisfaction survey when the project is complete.
- *Design:* The Design phase is the point in the project during which our UN team gathers information and documentation to guide the course of the effort. We will focus on establishing the background that will drive the project forward and is a critical step before moving on to the development process. We work on relevant considerations such as functional requirements, database design, configuration requirements, system architecture, and compiling or creating all associated documentation.
- *Development:* Although this is not a traditional *development* project, in the sense of coding or programming, we consider Development to more generically encompass the core effort of a project that centers on the primary deliverables. Development can also be considered a reference to the environment, in a way, since much of the work completed within this phase would be carried out in a lower tier from any production system to mitigate the potential for end-user disruption.
- *Testing & Acceptance:* Testing and Acceptance will imply a narrower development-centric perspective. This phase addresses all aspects of QA/QC, deliverable review, and acceptance. This includes time to orient power users to the new system for adequate testing. This phase is vital and distributed into each task, with each core deliverable undergoing an internal and external review before eventual acceptance.
- *Implementation:* Implementation is incorporated into each phase and refers to finalizing, presenting, and distributing all deliverables. Certain aspects or tasks of the Development Phase may be repeated to construct the necessary target environment. Still, much of the core deployment

effort will be specific to the system or product(s) being released. A vital part of the Implementation phase may be a more formalized orientation for users to the new environment.

Project Initiation

One of the first steps in the proposed project is a kickoff meeting between Axim and the City of Midland project management team intended to facilitate introductions, quickly review the scope, and initiate coordination for the project. Axim will prepare a meeting agenda, outline a project plan, and draft initial documentation regarding communications, responsibilities, and protocols governing the project. Summary documentation and a detailed project plan will be provided to the City of Midland Project Manager following the kickoff meeting.

We will establish biweekly recurring status meetings at the kickoff meeting to identify upcoming tasks, review decision points, and discuss the project's overall status. Technical calls will be scheduled separately with the appropriate stakeholders as needed. Axim will provide a monthly written status report detailing information on schedule and budget progress, tasks completed, risks, upcoming milestones, etc.

Project Schedule

Axim anticipates an overall duration of approximately 12 months to complete this project scope. While the schedule is flexible, testing, user training, and final implementation tasks generally occur in a short sequence to complete the project. The project team may collectively decide to adjust the schedule during the project kickoff meeting.

Significant milestones and project activities for a single system can generally be summarized as follows:

- Project Initiation (2-4 weeks)
- Requirements Workshops and Documentation (1-2 months)
- Geodatabase Design (2-3 months)
- Environment Support (2-4 weeks)
- Data Migration Planning and Configuration (2-3 months)
- Implementation Testing and Training (2-3 months)
- Final Implementation (1-2 months)

Deliverables

- Project kickoff meeting
- Kickoff agenda
- Project plan
- Project status reporting

Design Phase

The Design phase serves as the point in the project during which the team gathers information and documentation that will guide the core effort to follow. The Design phase generally includes initial data

mapping, data readiness assessment, database design, detailed data mapping, data migration, and a system architecture review.

Readiness Assessment and Implementation Plan

As part of a previous project engagement, Axim reviewed the City's data and technical environment, resulting in a Data Readiness Assessment report. The City has since been referencing the report to guide its initial data cleanup efforts. Additionally, in collaboration with City staff, Axim prepared an Implementation Plan providing high-level direction on the sequence of events, general processes, and technical considerations for implementation.

As noted in the Plan, schematic adoption and data migration efforts do not commonly impose a software update on organizations directly. There are, however, sometimes indirect or peripheral impacts that force a system upgrade. For example, adopting the ArcGIS Utility Network may affect the software and hardware. Unlike more traditional structures, such as Esri's water model with a geometric network, the official release of the ArcGIS Utility Network requires that users interface with the model at the desktop tier using a minimum of ArcGIS Pro 2.9 and ArcGIS Enterprise 10.9.1 (Server, Portal, Data Store, and Web Adaptor). Therefore, Axim strongly recommends implementation on the official Utility Network Management Release (NMR) for the most stable and long-term support. Notably, NMR 2 was released in early 2023, requiring ArcGIS Enterprise 11.1 and ArcGIS Pro 3.1. Axim has recommended this foundation for the City.

Local Development Environments

Until the Testing phase, Axim will work primarily within our local server environment. The City of Midland will provide us with a complete export of the current water geodatabase. This source data will be deployed to our servers for review, design, and migration activities. While the pilot implementation will only incorporate a subset of the data, Axim needs to be able to review database schema and holistically test for and anticipate migration scenarios that may occur outside the designated pilot area.

The City of Midland will continue to edit and maintain its source data while Axim works against this static data version. This static dataset will be used until the final Implementation phase, when the City will cease production editing activities and provide Axim with a complete, refreshed export of the geodatabase. The intermediate data migration output and end-user products will be deployed to the City of Midland servers at appropriate times for the pilot, testing, and final implementation phases.

Database Design

Database design is facilitated through data modeling workshops, design documentation, database building, and final data mapping.

Data Modelling and Design Workshops

After completing the Data Readiness Assessment, the City can begin its data cleanup work. In parallel with that effort, the City is now ready to start designing its UN database schema. Axim will first map the City's existing source geodatabase features, attribute fields, and attribute values to the base UN asset package provided by Esri for the water domain. We assume this will be at Esri's official Network Management Release (NMR) available at the time of implementation. Presently, that is ArcGIS Enterprise 11.1, ArcGIS Pro 3.1, and version 6 of the UN.

In preparation for a Design Workshop, Axim will begin mapping the City water data to the respective ArcGIS Utility Network data model through feature class and attribute crosswalks. Usually, this is performed through standardized spreadsheets, often used directly as the configuration for the extract, transform, and

load (ETL) migration tools. These Data Mapping crosswalks map the source data to the new design at both the feature class and attribute levels, even so far as mapping specific domain values. Axim will prepare the draft mappings to facilitate the data modeling workshop discussions. These discussions will allow Axim and the City to focus on verifying the feature, attribute, and domain mappings while identifying items requiring extension from the base model. After the workshops, Axim will finalize these Data Mapping crosswalks and provide them for client review and approval. Axim will initially populate these spreadsheets according to our experience and then anticipates a good amount of discussion during this phase to revise in preparation for the migration. Before the workshop, Axim will also host a brief Overview meeting to provide City staff with introductory information allowing additional City staff to get oriented to the ArcGIS Utility Network. This initial overview is essential to lay the groundwork for understanding some of the technical and business drivers of the UN framework that may influence later data design and mapping decisions.

Once the initial Data Mapping crosswalk spreadsheets are prepared, Axim proposes sending two of our staff members intimate with the data modeling process, contemporary data models, and, most importantly, the ArcGIS Utility Network framework to facilitate a one-day onsite Data Modeling and Design Workshop. Axim will coordinate with the City project management to identify and schedule the participating stakeholders. Still, we assume that local access to calendars will allow City staff to take a lead role in the logistics. The agenda for the onsite workshop will be finalized collaboratively with the City and will be considerate of schedules and availability.

During the workshop, we expect to discuss data-related technical requirements surrounding the water utility system, including business system dependencies. These discussions also include desired UN functionality, including business rules, tracing, and diagrams. Based on experience, we recognize that not all groups require equal time, and the agenda will be adjusted accordingly. After completing these initial requirement discussions, the remaining time will be spent on the database design requirements and detailed data mapping. The detailed data mapping is intended to identify and address places where the base Esri model must be extended for City use, including additional feature types, attributes, and domain values. Any openings in the schedule will be leveraged to conduct summary conversations or can be used to facilitate broader conversations on technology conventions and standards that span all units. After the workshop, Axim will prepare a brief Workshop Summary document to review the meeting agenda and key findings, allowing the City to confirm we adequately captured the most important points of the discussions.

Design Documentation

The next steps following the delivery of the workshop results are interpreting and translating those observations into requirements for the data model. The Design Requirements document is intended to represent that transition. Confident that all discussion items were captured, Axim will produce a brief Design Requirements document to be referenced by the team throughout the project and serve to support the implementation testing and acceptance phase.

The Design Requirements document is not a data model definition but is intended to serve as systematic input to the modeling process. Essentially, the Design Requirements document will define *what* the database needs to support. As the model develops, the collective team should be able to crosswalk the Design Requirements document and confirm it addresses each requirement, effectively allowing the document to serve as a checklist. The eventual data model may have some additional structure that serves a more foundational or scalable purpose, but the requirements should be accommodated.

The Design Requirements document will recommend the best industry-standard data model for the foundation and summarize the key considerations, assumptions, and potential constraints. Accordingly,

any highly impactful concerns and conditions will be communicated and discussed. The City will be able to review the document and provide feedback before document acceptance.

Some requirements that result from the discussions will not immediately impact the eventual data model but may require process considerations. As we review data and processes with many clients, the existing structure can readily accommodate some perceived data model limitations with a deviation in workflow or process. Likewise, standard operating procedures and database management practices often emerge during any discussion regarding data. These topics and their impact on the City will be noted, with a potential reference to remediation. Still, if the effect does not directly influence the data model, we will not elaborate extensively. Designing the specifics for business system integrations is not within this project's scope. Instead, general requirements to support those integrations will be noted while avoiding the specific technical implementation needs.

At this stage, Axim is ready to create a Database Design document detailing the proposed database schema resulting from the data modeling workshops and requirements checklist. This documentation will primarily be an Excel spreadsheet detailing all features, attribute fields, attribute values, and domains. In addition, a supporting Word document narrative will explain key points and aid the navigation of the spreadsheet. Axim will provide a review meeting to walk through the Database Design documentation. The City must thoroughly review the design and provide any comments to Axim within five working days. Upon conclusion of the review period, the City will provide Axim with a single source of consolidated feedback. Axim will track, review, and address the City's feedback as appropriate in Jira and prepare a finalized version of the Database Design document. When revisions are complete, Axim will coordinate with the City to begin the database build and migration processes.

We have helped numerous utilities undertake similar implementations and ultimately approach the projects from a location technology and enterprise GIS perspective. As a result, we see our projects as partnerships with our clients rather than client-vendor contracts. Our domain expertise and understanding of best practices provide for strong partnerships when combined with our clients' expertise in their respective industries. This creates a strong relationship that has generated much of our success and has allowed us to retain a singular, company-wide focus on GIS. In addition, we will rely on the City's expertise in other specialized areas, such as engineering principles, to articulate related underlying requirements, which we can help encapsulate within the data model.

Deliverables

- Initial Data Mapping Crosswalk spreadsheets
- UN Overview meeting
- Onsite Data Modelling and Design Workshop (one day, two Axim Solutions Engineers): water data, technical environment
- Workshop Summary documentation
- Design Requirements documentation
- DRAFT Database Design documentation
- Client Review meeting
- FINAL Database Design documentation
- Client acceptance

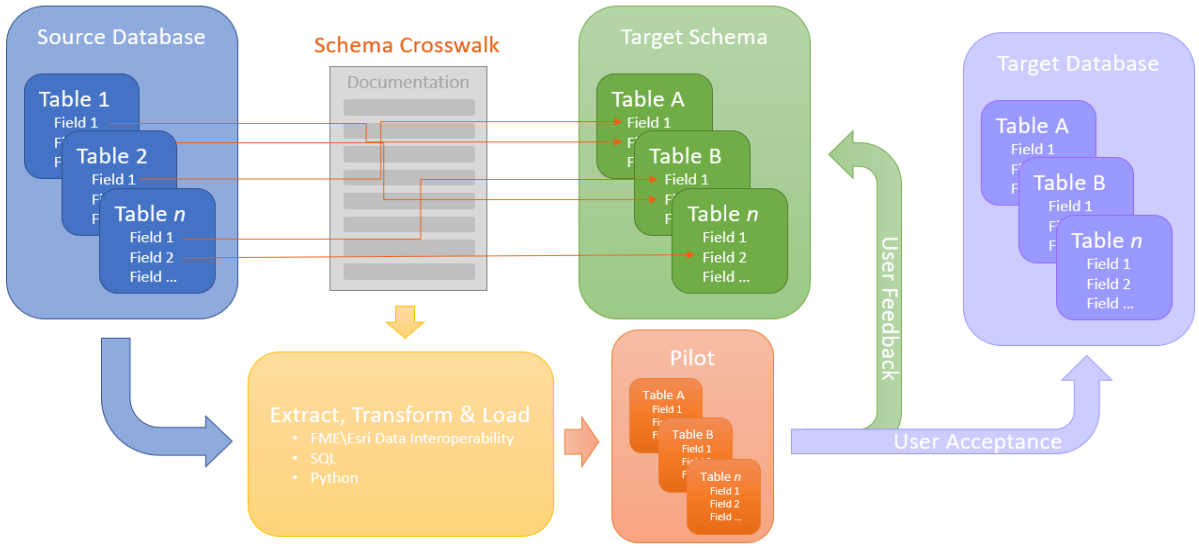
Development Phase

The Development phase is the initial implementation of the technical design. This phase consists primarily of a pilot implementation for the water system, with the migrated data and software deployed to the City of Midland environment. It concludes with deploying the UN into the City's development environment and knowledge transfer for users ahead of the Testing phase.

Data Migration

The Data Migration consists primarily of the database mapping, database build, configuration of the FME/ArcGIS Data Interoperability extract, translate, and load (ETL) tool, and initial runs of the tool. The data migration process will result in the first of two intermediate migrations during the Development phase before a complete migration supporting the final Testing and Implementation phases.

Database Mapping and Build



The geodatabase design task is a relatively straightforward, if time-consuming, task. First, Axim will begin to craft the foundational UN schema and modify or extend it as directed by the Design Requirements and Database Design documents. Following the Design Requirements document, Axim will revise the initial crosswalk spreadsheets to create a final set of Data Mapping crosswalks and provide them for City staff to review. The City will provide a single consolidated list of feedback within five business days.

Once the Database Design document and Data Mapping crosswalks are finalized, Axim will modify Esri's base domain asset package schema in a file geodatabase. This step allows us to adequately capture and address all data design elements determined through the preceding design activities. The schema changes are expected to include adding new asset groups, asset types, domain values, and custom attribute fields. In addition, initial UN connectivity and attribute rules are configured to aid migration. Changes to the UN schema are made in the separate asset package and then applied to the final UN geodatabase. This asset package is more portable and easier to work with than an enterprise geodatabase.

Configuration of ETL Tools

Once the database design is built into the asset package, Axim will configure the FME/ArcGIS Data Interoperability migration tool to perform the data migration. This step marks the transition between planning efforts and realizing those plans. While other migration tools exist (e.g., Esri's Data Loading Tools

and the SSP Sync product), Axim expects to configure the FME/ArcGIS Data Interoperability workbenches to perform the data migration.

We will use a local copy of the City geodatabase as the source and the new asset package as the target, ensuring all feature class, attribute, and value mappings match those directed in the Data Mapping spreadsheets. The ETL configuration will include creating the associations necessary for UN functionality, where appropriate. Axim will perform interim internal test migrations to confirm the proper functioning and configuration of the ETL tools before City review and approval.

When all database changes have been applied and ETL tools configured, Axim will export the resulting database build to a draft Data Dictionary for the City review and approval. Our team will also provide the SchemaMapper configuration mappings from FME/ArcGIS Data Interoperability as a finalized Data Mapping documentation to serve as technical documentation and as an external reference for the City to verify the ETL configuration. Axim will host a client review meeting to orient City staff to the database build and documentation. The Data Dictionary is essentially a text-based representation of the data model and will include limited supplemental narrative, except where necessary to provide context. The team may elaborate on the Data Dictionary where necessary to clarify design elements and intentions as part of the technical documentation. The City will have five days to review the Data Dictionary and Data Mapping documentation and provide a single source of consolidated feedback to Axim. We will then consider any changes and adjust our database mappings and ETL configuration as necessary. Migration of the actual source data into the target schema will continue in the subsequent steps.

Deliverables

- Finalized Data Mapping Crosswalk spreadsheets
- Built ArcGIS Utility Network asset package
- DRAFT Data Dictionary
- Configuration of the FME/ArcGIS Data Interoperability data migration tool
- DRAFT Data Mapping documentation (SchemaMapper)
- Data Mapping documentation client review meeting
- Finalized Data Dictionary
- Finalized Data Mapping documentation (SchemaMapper)

Pilot Implementation

Initial Data Migration and Testing

Throughout the ETL configuration process, Axim will perform intermittent data migrations of a defined pilot area on our local servers to confirm the proper function of the ETL tool and make every effort to address any migration errors along the way. The City will be responsible for addressing those issues that result from source data. Axim will address those issues resulting from tool configuration or departures from the database design.

For the Pilot Implementation, Axim will create a file geodatabase (FGDB) UN, localized to the City area, and apply the City service territory. This boundary is required to encompass all utility features while allowing potential growth expansion. We will then run the FME/ArcGIS Data Interoperability data migration into the asset package for the pilot area. We will review the output data to confirm feature counts match and that the asset groups, asset types, and attributes are populated correctly. After

postprocessing the UN to enable network topology, Axim will prepare a Build Error Report summarizing those errors encountered. In some cases, these errors may require resolution in the source data, while others may reveal opportunities to modify UN connectivity rules. Any data errors encountered during the migration and topology validation will be noted. The City will need to address those resulting from source data issues. Axim will test that associations, including any containers, have been created correctly via the FME.

In preparation for testing, Axim will update the default Esri ArcGIS Pro templates to match the schema changes in the final database design. Axim will clean the migrated data within a small test area to remove any dirty areas. This step is necessary to test the UN subnetwork functionality properly. This step is meant only within the context of configuring the behavior of the UN and not to clean any source data. Axim will configure a single subnetwork and subnetwork controller before configuring a named trace configuration with an updated trace locations feature class, allowing broader end-user tracing during the final implementation. We will test proper UN functionality within the cleaned area.

Upon successful testing and any necessary adjustments, Axim will run the ETL tools on the complete City source data to create a complete UN. We will once again clean the small test area to allow trace testing.

Knowledge Transfer and Client Review

Once Axim has completed our initial data migration and testing, we will provide the City with up to 8 hours of knowledge transfer to the City's power users who will be performing the acceptance testing. In remote workshops, Axim will introduce the UN's essential functions and configuration changes completed. This introduction will serve as the handoff for the City to test and approve the data migration. Axim will outline what the City should look for as part of the acceptance process. At the end of the workshops, we will provide the FGDB UN and ArcGIS Pro project templates for City use in acceptance. The FGDB UN is a fully functioning, single-user deployment that is easily distributed to users and requires only ArcGIS Pro licensing. No UN license is necessary within the FGDB for these reviews. The City will verify that all items in the database requirements checklist were satisfied, the data was migrated as designed, and the basic editing workflows, including attribute rules, function as expected.

The importance of these testing steps cannot be overstated. City staff will confirm that all source features were migrated into the proper UN asset type and that the attribution has completely migrated as expected. While Axim will make every effort to review the data during our initial pilot testing processes, City staff are more familiar with the specific data and are in a better position to identify potential data migration errors. Beyond feature classes, it will be important to confirm that each source attribute was migrated into the correct target attribute, including the translation of any domain values. Data migration errors or UN configuration issues must be addressed before final data migration and deployment to the City environment. Once migrated into the UN, bulk calculations to update attributes are notably more delicate and time-consuming. Additionally, basic editing workflows should be tested to ensure feature templates, configurations, and attributes function as expected.

The City should plan for ten business days to confirm proper data migration and test UN functionality. Upon conclusion of the review period, the City will provide Axim with a single source of consolidated feedback. Axim will track, review, and address the City's feedback as appropriate in Jira and accordingly prepare updates to the FME/ArcGIS Data Interoperability migration tool, UN configuration, and Database Design document.

After this testing period, Axim will provide the updates to the City for acceptance. Underscoring the importance of City testing and feedback, please note that Axim will not proceed to the Client Deployment without written acceptance of the deliverables within the Pilot Implementation.

Deliverables

- Pilot data migration
- Build Error Report
- ArcGIS Pro project template
- Pilot FGDB UN configuration test (cleaned test area, subnetwork configuration, named trace configuration)
- Full FGDB Pilot data migration with a cleaned test area
- Initial knowledge transfer sessions for power users
- Client review
- Revisions from Pilot client feedback (database, ETL, and UN configuration)
- Updated database schema
- Updated Database Design document
- Written City approval of Database Design, data migration, and UN configuration

Client Deployment

After acceptance of the Pilot Implementation deliverables, Axim will begin preparing for ArcGIS Enterprise deployment by staging the UN in our local Enterprise environment. The process continues with applying the asset package and postprocessing the UN to enable branch versioning and network topology. With a fully intact and staged Enterprise UN, Axim will publish test map services in our Enterprise environment to test the system works before exporting to an FGDB for transfer to the City environment.

Axim will prepare Deployment Plan documentation to direct the deployment of the UN within the City's environment. This document will include technical information such as server names and URL paths, administrative accounts, file locations, template filenames, and map service names. The Deployment Plan documentation is later converted into final technical configuration documentation at the end of Implementation.

During the client deployment, Axim will work with City IT to prepare the enterprise geodatabase and deploy the exported database. Axim will then configure the UN editors, administrative users, roles, and groups. This configuration will be limited to the core power users necessary for acceptance testing. Once Portal is configured, Axim will update the UN configuration of attribute rules, subnetworks, and traces as required to reference sources within the City environment. As part of the final database setup, we will establish branch versioning for the core power users. Axim will update the City's ArcGIS Pro template for the new database paths, setting field visibility, and feature editing templates. We will publish two map services for the UN – one for editing and another simple feature service used for general reference types of activities. An initial validation that the environment and UN are working will mark that the UN is nearly ready for broader knowledge transfer to City staff and acceptance testing. Finally, Axim will prepare a set of database administrative tasks in the form of a Python script to validate the network in the default version, recalculate subnetworks, and update database indexes.

Knowledge Transfer

At this point, a set of deeper knowledge transfer sessions is necessary to prepare City staff to adequately test the full functionality of the UN within an Enterprise environment. In preparation, Axim will complete a set of technical best practice documentation, including Best Practices Workflow documentation for editing/workflow and Administrative documentation.

Axim will provide up to three days total of remote knowledge transfer sessions for end users. These sessions are scheduled at this point of the project to allow staff to test the complete UN and, later, a rapid transition between the Testing Phase and the final Implementation Phase activities. After completing all initial data migration activities, users will become familiar with and test the system. This knowledge transfer will reduce downtime during the final data migration and enable users to fully transition to the new production system immediately when that data is loaded. We plan to provide up to sixteen hours of knowledge transfer for end-users covering editing workflows, QA/QC processes, reconciling and posting, and tracing. Knowledge transfer will explicitly focus on orienting City staff on the City's specific UN implementation. Training sessions are not intended to be all-encompassing and replace the need for formal Esri training. Instead, they are meant to supplement and build upon that formal training. Users are highly recommended to attend offerings on using ArcGIS Pro and the UN provided through the Esri Academy, particularly those within the Utility Network Fundamentals Learning Plan. This training is especially important for those key technical stakeholders who will aid in the database design and pilot testing phases.

For the UN administrators, we plan to deliver up to eight hours on managing the system, including publishing services, setting Portal user permissions, and database management. We assume administrators have completed formal Esri's ArcGIS Enterprise training in addition to the ArcGIS Pro and ArcGIS UN training.

The City is ready to begin testing once knowledge transfer sessions for editors and administrators are complete.

Deliverables

- ArcGIS Enterprise preparation
- Deployment Plan documentation
- City database preparation
- Configure core power users, roles, and groups in ArcGIS Portal
- Update attribute rules, subnetworks, and traces for the City environment
- Establish branch versioning
- Update ArcGIS Pro template for City environment
- Publish two map services (editing, simple feature service)
- Database administrative tasks
- Best Practices Workflow documentation
- Administrative documentation
- Knowledge transfer for editors (up to 16 hours)
- Knowledge transfer for administrators (up to 8 hours)

Testing Phase

The Testing phase serves as the first full implementation of the UN, including a complete data migration of all source data, deployment of all software to the City's development environment, user training, user acceptance testing, and potentially server performance tuning.

Testing Guidelines

After completing the pilot data migration and power user knowledge transfer, Axim will provide the City with a Testing Guidelines document outlining all items that must be tested for the fully migrated database and the technical Enterprise environment. Axim will host a Client Testing Handoff meeting to discuss the testing guidelines and clearly identify what the City should be testing.

Once the testing environment has been established, the City will perform system testing over ten consecutive business days and provide consolidated feedback after each five business days. Axim and City will meet as needed to clarify comments or demonstrate potential issues. Axim will track all feedback in our issue-tracking system, Jira. All issues will be reviewed, and those determined to be within the project's scope will be resolved as appropriate before the final implementation. Any issues determined to be out-of-scope may be considered part of a future enhancement or general GIS support tasking.

Testing and Issue Tracking

After a Client Testing Handoff meeting, City staff will perform implementation testing activities, supported by Axim, including the data migrations (any outstanding errors), technical environment (system performance, user permissions, Portal configuration, licensing), and UN functionality (connectivity and attribute rules, associations). Additionally, subnetworks and network tracing testing will be limited to a small, cleaned area. Axim has reserved time to support testing and resolve issues in these areas.

Staff will have ten business days to test database configurations, system functionality and performance, and ArcGIS Pro core UN functionality. Axim will track the City's consolidated feedback within our issue-tracking system (Jira), where each report will be evaluated. The appropriate action will be determined to obtain a satisfactory resolution. Jira will be used to report and communicate the status of all incidents and any actions taken or required. Once all tracked items are resolved, Axim will consider the Testing Phase complete.

If any reported issues are determined to result from Esri product bugs or similar, Axim will notify Esri on behalf of the City during testing. Suppose resolution is unavailable until after project completion or requires an upgrade to the environment. In that case, the City will be responsible for deploying those independently and after the conclusion of this project.

Deliverables

- Testing Guidelines document
- Client Testing Handoff meeting
- Client Testing Review meetings
- Testing support
- Feedback tracked in Jira issue tracking system

Implementation Phase

After the Testing Phase is complete, the City will coordinate with Axim to perform the final implementation tasks when ready. These include preparing the production environment, a data editing freeze, last data migration, production system testing, and final documentation. Additional general GIS consultation may follow here or be provided in other project phases.

Environment

As testing nears completion, the City staff will prepare the production environment to match the development environment. Axim may consult with the City to deploy and configure any necessary GIS architecture gaps, including ArcGIS Enterprise (Server, Portal, Data Store, and Web Adaptor). The official Esri Network Management Release for long-term support is ArcGIS Enterprise 11.1 and ArcGIS Pro 3.1. Axim has provided up to 24 hours for consultation and direct implementation support to establish the production environment to these specifications. Axim will be responsible for deploying and configuring the final ArcGIS Utility Network and publishing necessary web services within the architecture provided by City staff.

System integrations are expected to be the responsibility of City staff.

Final Data Migration

Following an opportunity to address any system performance tuning items resulting from the Testing Phase, the City will notify Axim of its readiness for the final implementation process. This milestone will begin with the City declaring a freeze on the current production editing data and preparing a complete database backup. Upon receiving this backup, Axim is expected to complete a full database migration into the approved UN database schema with FME/ArcGIS Data Interoperability and provide a backup to the City within seven calendar days. This database contains the City's latest complete production utility data migrated into the UN schema. The City of Midland will deploy this backup to the Production servers. Axim will provide final configuration items (attribute rules, Pro project, trace location feature class, database versioning) to reference the City's production environment and preliminary validation that the database migration was completed successfully and the environment is operational. Once declared operational, this environment will now be considered the City of Midland's production UN environment.

Production Go-Live

Immediately after the production environment is declared ready, two members of Axim's team will arrive onsite for two days of production Go-Live support. Axim will be on site to aid the City's transition to the production environment as they release the UN for general use. Our onsite team, supported by additional remote team members as may be necessary, will immediately address any issues noted by the City staff. From the production environment declaration, the City will have ten business days to report any problems encountered with the final acceptance testing of the production environment. Axim will track, immediately review, and address those items determined to be defects in the implementation. Once all reported issues are resolved, Axim will consider the production environment fully implemented and ready for project acceptance.

Post-Implementation Support

After the release of the ArcGIS Utility Network for general production use, the City will transition existing applications to consume the new UN services. During this time, Axim has planned for up to 24 hours of post-implementation support within thirty (30) days of system release by Axim to address minor configuration adjustments or provide supplemental knowledge transfer on the ArcGIS Utility Network.

Final Technical Documentation

With the UN fully implemented, Axim will finalize the Data Dictionary, Best Practices Workflow, and Administrative documents to reflect the collective Development and Production environments.

Deliverables

- Assist preparation of Production environment (up to 24 hours)
- Prepare ArcGIS Utility Network in Production environment
- Production environment validation
- City production database editing freeze
- Final complete database migration into ArcGIS Utility Network
- Production database deployment
- Onsite Go-Live support for release of ArcGIS Utility Network
- Production issue tracking and resolution
- Up to 24 hours of post-implementation support
- Final Data Dictionary
- Final Best Practices Workflow documentation
- Final Administrative documentation

Assumptions

- All work will be performed remotely unless otherwise stated.
- The City has or will acquire adequate licensing for ArcGIS Enterprise, ArcGIS Utility Network, Microsoft SQL Server, and FME/ArcGIS Data Interoperability software.
- Axim will implement the official Esri Network Management Release of the ArcGIS Utility Network available at the time of implementation, presently ArcGIS Enterprise 11.1 and ArcGIS Pro 3.1.
- Software versions related to the implementation of the UN (e.g., Esri, SQL Server) will remain static from the point of project kickoff through final acceptance unless mutually agreed upon.
- Axim assumes that the City will leverage SQL Server as the final relational database and that the City will establish and provide the SQL Server environment and database.
- The City will be responsible for administration of the SQL Server environment and database, including, but not limited to, access control and backups consistent with the City's preference or convention.
- The City stakeholders have suitable familiarity with business and functional requirements to provide input that can accurately shape the design of the geodatabase.
- The City GIS technical architecture for the Development and Production environments will meet or exceed the minimum technical specifications required for ArcGIS Enterprise and ArcGIS Utility Network before implementation.
- The City will be responsible for any data aggregation, cleanup, or reconciliation before providing input or reference data to Axim.
- While Axim will make every effort to review the data during our initial pilot testing processes, City staff will confirm that all source features were migrated into the proper UN asset type and that the attribution has completely migrated as expected.
- At the final transition point, the City will facilitate a data freeze to exclude editing for a mutually agreed-upon time window during which final migration will occur.
- The City will be responsible for communicating business system dependencies based on local knowledge. Dependencies not shared or known by the City will not be addressed as part of this scope.
- Design and development related to specific business system integrations are not within the proposed project scope. Instead, general requirements to support those integrations will be noted while avoiding the specific technical implementation needs.
- The City will address business system integrations after the production release of the UN.
- FME/ArcGIS Data Interoperability software will be used for the data migration. However, if the City decides to use another approach during the project, adjustments to the project scope may be required. Corresponding budget/schedule impacts will be communicated for review and approval.
- Axim is not responsible for resolving issues determined to result from Esri or other third-party solutions, product or platform-related defects, or similar.
- Training and knowledge transfer are meant to provide contextual knowledge on the Client environment rather than replace formal Esri training on ArcGIS Pro and the ArcGIS Utility Network.

City Council Meeting

Item Number: 7

Meeting Date: October 10, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING THE PURCHASE OF A CATERPILLAR 836 WHEEL DOZER COMPACTOR FROM WARREN POWER & MACHINERY, INC., THROUGH SOURCEWELL FOR A TOTAL COST OF $1,498,340.00 **(DISTRICT: NONE) (GENERAL SERVICES)**

Purpose:

Resolution for the purchase of one (1) Wheel Dozer Compactor from Warren Power & Machinery, Inc. through Sourcewell contract #106268.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Garage Fund 2024 operating budget.

Discussion:

Staff is recommending the purchase of one (1) Wheel Dozer Compactor through Sourcewell contract #106268. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. This will be a replacement to the fleet. Please see attached memo from Manuel Salinas, Garage Superintendent, for additional information.

Therefore, please consider a resolution approving the purchase of one (1) Wheel Dozer Compactor from Warren Power & Machinery, Inc. of Odessa, Texas for a total cost of $1,498,340.00.

Tina Jaug

City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Sourcewell Quote #106268 for an 836 Wheel Dozer Compactor

DATE: 9/21/2023

Fleet services is requesting for the purchase of (1) one 836 Wheel Dozer Compactor. This unit will be a replacement for a unit that has gone beyond its serviceable life. The budgeted amount for FY2024 is $1,800,000.00 for (1) one 836 Wheel Dozer Compactor. The purchase amount being offered through Sourcewell quote #106268 for (1) one 836 Wheel Dozer Compactor by Warren Cat is $1,498,340.00.

Sincerely,

Manuel Eloy Salinas

City of Midland Garage Superintendent

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF A CATERPILLAR 836 WHEEL DOZER COMPACTOR FROM WARREN POWER & MACHINERY, INC., THROUGH SOURCEWELL FOR A TOTAL COST OF $1,498,340.00

WHEREAS, the Sourcewell is a cooperative purchasing agency with which the City participates with on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Warren Power & Machinery, Inc., has submitted a total proposed cost to the City of $1,498.340.00 for the purchase of a Caterpillar 836 wheel dozer compactor through Sourcewell, as shown on the quote attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed by Warren Power & Machinery, Inc., for said Caterpillar 836 wheel dozer compactor to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase a Caterpillar 836 wheel dozer compactor from Warren Power & Machinery, Inc., through Sourcewell;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase a Caterpillar 836 wheel dozer compactor from Warren Power & Machinery, Inc., through Sourcewell for a total cost of $1,498.340.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Warren Power & Machinery, Inc., for said Caterpillar 836 wheel dozer compactor from funds available in the Garage Fund 2024 operating budget upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member

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

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

Sourcewell Quote
City of Midland # 106268

Quote 276802-02

Sep 20, 2023

CITY OF MIDLAND
FLEET SERVICES DIVISION
MIDLAND, TX 79702-1152

Attention: MARTIN NAVARRETE

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: **836 Wheel Dozers** with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: **SERIAL NUMBER:** **YEAR:** **SMU:**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jonathan King
Machine Sales Representative

One (1) New Caterpillar Model: 836 Wheel Dozers with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

POWERTRAIN -Advanced Productivity Electronic Control -Shifting (APECS) -Axles, CAT Locker (front and rear) -Air to air aftercooler -Brakes, full hyd., enclosed, wet -multiple disc service brakes -Electro hydraulic parking brake -Electronic Clutch Pressure Control -(ECPC) & remote mounted pressure taps -Engine, Cat C18 -Engine Air Intake Filter, Radial Style -Fuel priming pump (electric) -Fuel to air cooler -Ground level engine shutoff -Heat shield, turbo and exhaust manifold -Hydraulically driven demand fan -Integrated braking -Radiator, Aluminum Modular (AMR) -Separated cooling system -Starting aid (ether) automatic -Throttle lock -Torque converter w/ Lock Up Clutch (LUC) -Transmission, planetary, with 2F/2R -speed range control -Underhood ventilation system -

ELECTRICAL -Alarm, back-up -Alternator, 150-amp -Batteries, maintenance-free, 4-1000 CCA -Electrical system, 24V -Ground level lockable master disconnect -switch -Light, warning unswitched (LED strobe) -Lights, front & rear, access stairway, -underhood -Starter, electric (heavy duty) -Starter lockout (ground level) -Starting receptacle for emergency start -Transmission lockout (ground level) -

OPERATOR ENVIRONMENT -Air conditioner with roof mounted -condenser -Cab, sound-suppressed pressurized, -internal four-post rollover protective -structure (ROPS/FOPS), radio ready for -entertainment includes antenna, -speakers, converter (12-volt 10/15-amp) -and power port -Camera, rear vision -Coat and hard hat hooks -Cab glass, laminated and tinted, -rubber mounted -Cab pre-cleaner, powered -Electro-hydraulic controls -(floor mounted) -Finger tip shifting controls -Flip-up armrest -Heater and defroster -Horn, trumpet -Implement hydraulic lockout -Light, dome (cab) -Lunchbox and beverage holders -Instrumentation, gauges: --Engine coolant temperature --Fuel level --Hydraulic oil temperature --Speedometer/Tachometer --Torque convertor temperature -Instrumentation, warning indicators: --Action alert system, three category --Parking brake status --Brake oil pressure --Electrical system, low voltage --Engine failure malfunction alert and -action lamp -Mirrors, heated, rearview (externally -mounted) -Radio, CB (ready) -Premium plus seat containing forced -air heating and cooling, 2-way thigh -adjustment, power lumbar and back -bolster adjustment, ride stiffness -adjustment, dynamic end dampening, -and leather finish -Seat belt, retractable, 76mm (3"), -2-point, minder -Slope Indicate -STIC control system with steering lock -Sun visor (front) -Transmission gear (indicator) -Product Link Elite: --VIMS --Graphical information display --External data port --Customizable operator profiles -Wet-arm wipers/washers (front and rear), -intermittent wipers (front and rear) -

TECHNOLOGY PRODUCTS -RADIOS -Authorization varies by country, please -contact your Cat marketing -representative with questions or click -on the link below: -https://dealer.cat.com/en/products/ -technology.html -PRODUCT LINK -Authorization varies by country, please -contact your Cat marketing -representative with questions or click -on the link below: -https://dealer.cat.com/pl/certification -

GUARDS -Guards, axle (front and rear) -Guard, cab window -Guards, crankcase and powertrain, -hydraulically powered -Guards, differential (front and rear) -Guard, driveshaft -Guard, rear fan and grill -

BLADES -Bulldozer arrangement (no blade) -

OTHER STANDARD EQUIPMENT -Auto Blade Positioner (ABP) -Demand fan/swing out (hyd. reversible) -Doors, service access (locking) -DEF Injector coolant tank -Ecology drains for engine, radiator, -transmission, hydraulic tank -Emergency platform egress -Engine, crankcase, 500 hour interval -with CJ-4 oil -Fuel tank, 793 L (210 gal) -Hitch, drawbar with pin -Hoses, Cat XT(TM) -Hydraulic, engine, and transmission oil -coolers -Hydraulic, steering and brake -filtration/screening system -Oil sampling valves -Oil change system, high speed -Steering, load sensing -Vandalism protection caplocks -Venturi stack -

MACHINE SPECIFICATIONS

836 11A LANDFILL COMPACTOR	614-6259
LANE 2 ORDER	0P-9002
WEATHER AR, STANDARD	622-0193
PRECLEANER, DUAL	552-4210
HYDRAULIC, STANDARD	622-6117
LIGHTS, LED	622-3107
PRODUCT LINK, CELLULAR PLE743	619-2744
MAPPING, GNSS SBAS	619-2741
FUEL TANK, NON-FAST FILL	519-9940
WHEELS, PLUS TIPS	377-3057
GUARD ACTUATION, STANDARD (2V)	636-4085
STAIRWAY, SWINGOUT (LH + RH)	617-9512
STRIKER BARS	508-0042
FILMS, ANSI	597-9753
BLADE, STRAIGHT	314-7311
PREMIUM CORP RADIO (12V)	452-1394
FILM, AM-NORTH	504-1365
PACK, DOMESTIC TRUCK	0P-0436

SELL PRICE	$1,498,340.00
NET BALANCE DUE	**$1,498,340.00**
EXT WARRANTY	Included
AFTER TAX BALANCE	**$1,498,340.00**

WARRANTY

Standard Warranty:	Standard 12 Month Unlimited Hour Full Machine Coverage
Extended Coverage:	836-60 MO/10000 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)

PAYMENT TERMS

Cash Invoice Terms

CASH WITH ORDER	QUOTE SELL PRICE
$1,592,617.83	$1,498,340.00

Accepted by _____ on _____
Signature Date

Additional Cost, install 1 non-emergency radio: $3,500.00

Sourcewell Quote
City of Midland # 106268

Quote 276802-02

Sep 20, 2023

CITY OF MIDLAND
FLEET SERVICES DIVISION
MIDLAND, TX 79702-1152

Attention: MARTIN NAVARRETE

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STOCK NUMBER: **SERIAL NUMBER:** **YEAR:** **SMU:**

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Sincerely,

Jonathan King
Machine Sales Representative

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MAPPING, GNSS SBAS	619-2741
FUEL TANK, NON-FAST FILL	519-9940
WHEELS, PLUS TIPS	377-3057
GUARD ACTUATION, STANDARD (2V)	636-4085
STAIRWAY, SWINGOUT (LH + RH)	617-9512
STRIKER BARS	508-0042
FILMS, ANSI	597-9753
BLADE, STRAIGHT	314-7311
PREMIUM CORP RADIO (12V)	452-1394
FILM, AM-NORTH	504-1365
PACK, DOMESTIC TRUCK	0P-0436

SELL PRICE	$1,498,340.00
NET BALANCE DUE	**$1,498,340.00**
EXT WARRANTY	Included
AFTER TAX BALANCE	**$1,498,340.00**

WARRANTY

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Extended Coverage:	836-60 MO/10000 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)

PAYMENT TERMS

Cash Invoice Terms

CASH WITH ORDER	QUOTE SELL PRICE
$1,592,617.83	$1,498,340.00

Accepted by _____ on _____
Signature Date

City Council Meeting

Item Number: 8

Meeting Date: October 10, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING PURCHASE OF AN ASPHALT PAVER FROM BEE EQUIPMENT SALES, LTD., THROUGH BUYBOARD FOR A TOTAL COST OF $267,749.33 **(DISTRICT: NONE) (GENERAL SERVICES)**

Purpose:

Resolution for the purchase of one (1) Asphalt Paver from Bee Equipment Sales LTD through Buyboard contract #685-22 for the Garage Division.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Garage Fund 2024 operating budget.

Discussion:

Staff is recommending the purchase of one (1) Asphalt Paver from Bee Equipment Sales LTD through Buyboard contract #685-22. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. This will be a replacement to the fleet. Please see attached memo from Manuel Salinas, Garage Superintendent, for additional information.

Therefore, please consider a resolution approving the purchase of one (1) Asphalt Paver from Bee Equipment Sales LTD of Lubbock, Texas for a total cost of $267,749.33.

Tina Dawg

City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Buy Board Contract #685-22 Leeboy 6150 Paver

DATE: 9/22/2023

Fleet Services is requesting the purchase of (1) one Leeboy Paver. This new unit will be a replacement for an obsolete unit that we are no longer able to acquire any replacement parts because they are no longer available. The budgeted amount for FY2024 is $286,291 for the purchase of (1) one Leeboy Paver. The purchasing amount of $267,749.33 is being offered through Buy Board contract #685-22 by Bee Equipment Sales for (1) one Leeboy 6150 Paver.

Sincerely,

Manuel Eloy Salinas

City of Midland Garage Superintendent

RESOLUTION NO. _____

RESOLUTION AUTHORIZING PURCHASE OF AN ASPHALT PAVER FROM BEE EQUIPMENT SALES, LTD., THROUGH BUYBOARD FOR A TOTAL COST OF $267,749.33

WHEREAS, Buyboard is a cooperative purchasing agency with which the City participates with on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Bee Equipment Sales, Ltd., submitted a total cost to the City of $267,749.33 for the purchase of an asphalt paver through Buyboard as shown on the quote attached hereto as Exhibit A, which is incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed for the purchase of an asphalt paver to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of an asphalt paver from Bee Equipment Sales, Ltd., through Buyboard;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase of an asphalt paver from Bee Equipment Sales, Ltd., through Buyboard for a total cost of $267,749.33.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Bee Equipment Sales, Ltd., $267,749.33 for said asphalt paver from funds available in the Garage Fund 2024 operating budget upon receipt of proper invoices or statements approved by the City Manager.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

BEE EQUIPMENT SALES ltd
Lubbock, Texas
806-745-1511

9/20/2023

To: City Of Midland
From: Bee Equipment Sales, ltd

This is a quote for a New 2023 Leeboy 6150 Rubber Wheeled Asphalt Paver.
Standard features include: Tier 4 74hp turbocharged diesel Kubota Engine, conveyor fed 7 ton hopper, variable paving widths up to 15', high/low deck configuration.

Description:	List Price:
Leeboy 6150 Paver	$238,862.00
Options:	
Heated Endgates	$1,632.00
Slope Meter	$466.00
Truck Hitch	$8,612.00
Single Point Lube System - Conveyors	$1,297.00
Power Crown	$3,662.00
Hydraulic Tow Points	$2,657.00
Grade Control - Wiring Only	$1,180.00
Machine price with options:	$258,368.00
Buy Board Contract # 685-22	
Buy Board 6% Discount	-$15,502.08
Subtotal after Buy Board Discount	$242,865.92
Factory Surcharge	$14,571.96
Freight	$8,000.00
PDI	$1,850.00
HRT	$461.45
Total Purchase Price:	**$267,749.33**

Accepted By:

Thank you for this opportunity,
Andrew Molina
Bee Equipment Sales, Ltd
806-778-7991
806-745-1511
806-445-0543

BEE EQUIPMENT SALES
Lubbock, Texas
806-745-1511

9/20/2023

To: City Of Midland
From: Bee Equipment Sales, ltd

This is a quote for a New 2023 Leeboy 6150 Rubber Wheeled Asphalt Paver.
Standard features include: Tier 4 74hp turbocharged diesel Kubota Engine, conveyor fed 7 ton hopper, variable paving widths up to 15', high/low deck configuration.

Description:	List Price:
Leeboy 6150 Paver	$238,862.00
Options:	
Heated Endgates	$1,632.00
Slope Meter	$466.00
Truck Hitch	$8,612.00
Single Point Lube System - Conveyors	$1,297.00
Power Crown	$3,662.00
Hydraulic Tow Points	$2,657.00
Grade Control - Wiring Only	$1,180.00
Machine price with options:	$258,368.00
Buy Board Contract # 685-22	
Buy Board 6% Discount	-$15,502.08
Subtotal after Buy Board Discount	$242,865.92
Factory Surcharge	$14,571.96
Freight	$8,000.00
PDI	$1,850.00
HRT	$461.45
Total Purchase Price:	**$267,749.33**

Accepted By:

Thank you for this opportunity,
Andrew Molina
Bee Equipment Sales, Ltd
806-778-7991
806-745-1511
806-445-0543

Exhibit A

City Council Meeting

Item Number: **9**

Meeting Date: **October 10, 2023**

To: **City Council / City Manager**

From: **Erika Martinez, Manager, Purchasing**

Subject: RESOLUTION APPROVING THE PURCHASE OF A 114SD SEWER JET VAC TRUCK AND ASSOCIATED COMPONENTS FROM HOUSTON FREIGHTLINER INC. THROUGH THE HOUSTON-GALVESTON AREA COUNCIL FOR A TOTAL COST OF $552,119.49 **(DISTRICT: NONE) (GENERAL SERVICES)**

Purpose:

Resolution for the purchase of one (1) Sewer Jet Vac from Houston Freightliner Inc. through Houston-Galveston Area Council (HGAC) contract HT06-20.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Garage Fund 2024 operating budget.

Discussion:

Staff is recommending the purchase of one (1) Sewer Jet Vac from Houston Freightliner Inc. through Houston-Galveston Area Council (HGAC) contract HT06-20. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. This will be a replacement to the fleet. Please see attached memo from Manuel Salinas, Garage Superintendent, for additional information.

Therefore, please consider a resolution approving the purchase of one (1) Sewer Jet Vac from Houston Freightliner Inc. of Houston, Texas for a total cost of $552,119.49.

Tina Jaug

City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: HGAC Buy Contract #HT06-20 Sewer Jet Vac

DATE: 9/22/2023

Fleet Services is requesting for the purchase of (1) Sewer Jet Vac Truck. This new unit will be a replacement for an obsolete unit that we are no longer able to acquire any replacement parts because they are no longer available. The budgeted amount for FY2024 is $610,500 for the purchase of (1) one Sewer Jet Vac Truck. The purchasing amount of $552,119.49 is being offered through HGAC Buy contract #HT06-20 by Houston Freightliner for (1) one 114SD Sewer Jet Vac Truck.

Sincerely,

Manuel Eloy Salinas

City of Midland Superintendent

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF A 114SD SEWER JET VAC TRUCK AND ASSOCIATED COMPONENTS FROM HOUSTON FREIGHTLINER INC. THROUGH THE HOUSTON-GALVESTON AREA COUNCIL FOR A TOTAL COST OF $552,119.49

WHEREAS, the Houston-Galveston Area Council ("*H-GAC*") is a cooperative purchasing agency with which the City participates with on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Houston Freightliner Inc. has submitted a total proposed cost to the City of $552,119.49 for the purchase of a 114SD sewer jet vac truck through H-GAC, as shown on the quote attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed by Houston Freightliner Inc. through H-GAC for a 114SD sewer jet vac truck to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase a 114SD sewer jet vac truck from Houston Freightliner Inc. through H-GAC for a total cost of $552,119.49;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase a 114SD sewer jet vac truck from Houston Freightliner Inc. for a total cost of $552,119.49.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Houston Freightliner Inc. for said sewer jet vac truck from funds available in the Garage Fund 2024 operating budget upon receipt of proper invoices or statements approved by the City Manager.

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

the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT06-20	Date Prepared:	9/21/2023

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Midland	Contractor:	Houston Freightliner
Contact Person:	Jesse Zamora	Prepared By:	Adam Neuse
Phone:	432-557-7360	Phone:	713-580-8148
Fax:		Fax:	
Email:	sbates@midlandtexas.gov	Email:	adam.neuse@houstonfreightliner.com

Product Code:	D3	Description:	114SD, Conventional Cab, SFFA, TRA (PRL-20D)

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 98009

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
RH Outboard Under Step Mtd Horizontal Aftertreatment with v	617	Front Sun Visor	210
13 Gallon DEF Tank	79	Basic High Back Air Driver Seat	159
1350- Front PTO Provision	365	Basic High Back Air Susp Pass Seat	191
MFS-20-133A 20,000 LB FRONT AXLE	2682	Adjustable Steering Column	359
20,000 LB TAPERLEAF FRONT SUSPENSION	1130	Back Up Alarm	33
Driver Controlled Differential Lock (Both Axles)	1124	AM/FM/WB Radio with Bluetooth	368
RT463 46,000 LB REAR SUSPENSION	2426	2-1/2" Fender Extensions	206
275" Wheelbase	1674	Fuel/Water Separator w/ESOC and Water In Fuel Sensor	215
7/16x3-9/19x11-1/8" Frame 120KSI	755		
1/4" Inner Frame Reinforcement	775	SEC of America 900-ECO 12 Yard Sewer Cleaner	416,905.49
24" Front Frame Extension w/ Insert	563	**Subtotal From Additional Sheet(s):**	
Dual West Coast Mirrors w/LH-RH Remote	215	**Subtotal B:**	431051.49

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
RT-46-164 46,000# R-SERIES 78 INCH WIDE TRACK TANI	6509	FLYWHEEL PTO, STANDARD GEARS, FOR REMOTE MC	5604
110 GALLON ALUMINUM FUEL TANK - LH	1321	**Subtotal From Additional Sheet(s):**	0
MICHELIN XZY-3 425/65R22.5 20 PLY RADIAL FRONT TI	1000	**Subtotal C:**	14434

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 3%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	543494.49	=	Subtotal D:	543494.49

E. H-GAC Order Processing Charge (Amount Per Current Policy) — **Subtotal E:** 1500

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Freightliner Standard Destination Charge	3375	25MY/24CY Pricing Surcharge	3750
		Subtotal F:	7125

Delivery Date:

G. Total Purchase Price (D+E+F): 552119.49

HGACBuy THE SMART PURCHASING SOLUTION

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT06-20	Date Prepared:	9/21/2023

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Midland	Contractor:	Houston Freightliner
Contact Person:	Jesse Zamora	Prepared By:	Adam Neuse
Phone:	432-557-7360	Phone:	713-580-8148
Fax:		Fax:	
Email:	sbates@midlandtexas.gov	Email:	adam.neuse@houstonfreightliner.com

Product Code:	D3	Description:	114SD, Conventional Cab, SFFA, TRA (PRL-20D)

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 98009

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
RH Outboard Under Step Mtd Horizontal Aftertreatment with v	617	Front Sun Visor	210
13 Gallon DEF Tank	79	Basic High Back Air Driver Seat	159
1350- Front PTO Provision	365	Basic High Back Air Susp Pass Seat	191
MFS-20-133A 20,000 LB FRONT AXLE	2682	Adjustable Steering Column	359
20,000 LB TAPERLEAF FRONT SUSPENSION	1130	Back Up Alarm	33
Driver Controlled Differential Lock (Both Axles)	1124	AM/FM/WB Radio with Bluetooth	368
RT463 46,000 LB REAR SUSPENSION	2426	2-1/2" Fender Extensions	206
275" Wheelbase	1674	Fuel/Water Separator w/ESOC and Water In Fuel Sensor	215
7/16x3-9/19x11-1/8" Frame 120KSI	755		
1/4" Inner Frame Reinforcement	775	SEC of America 900-ECO 12 Yard Sewer Cleaner	416,905.49
24" Front Frame Extension w/ Insert	563	**Subtotal From Additional Sheet(s):**	
Dual West Coast Mirrors w/LH-RH Remote	215	**Subtotal B:**	431051.49

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
RT-46-164 46,000# R-SERIES 78 INCH WIDE TRACK TANI	6509	FLYWHEEL PTO, STANDARD GEARS, FOR REMOTE MC	5604
110 GALLON ALUMINUM FUEL TANK - LH	1321	**Subtotal From Additional Sheet(s):**	0
MICHELIN XZY-3 425/65R22.5 20 PLY RADIAL FRONT TI	1000	**Subtotal C:**	14434

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 3%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	543494.49	=	Subtotal D:	543494.49

E. H-GAC Order Processing Charge (Amount Per Current Policy) — **Subtotal E:** 1500

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Freightliner Standard Destination Charge	3375	25MY/24CY Pricing Surcharge	3750
		Subtotal F:	7125

Delivery Date: | **G. Total Purchase Price (D+E+F):** 552119.49

HGACBuy THE SMART PURCHASING SOLUTION

City Council Meeting

Item Number: **10**

Meeting Date: **October 10, 2023**

To: **City Council / City Manager**

From: **Erika Martinez, Manager, Purchasing**

Subject: RESOLUTION AUTHORIZING PURCHASE OF TWO (2) CHEVROLET TAHOES FROM CALDWELL AUTOMOTIVE PARTNERS, LTD., THROUGH BUYBOARD FOR A TOTAL COST OF $140,924.00 **(DISTRICT: NONE) (GENERAL SERVICES)**

Purpose:

Resolution for the purchase of two (2) Chevrolet Tahoe's for Municipal Court from Caldwell Automotive Partners LTD through Buyboard contract #601-19.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Garage Fund 2024 operating budget.

Discussion:

Staff is recommending the purchase of two (2) Chevrolet Tahoe's for Municipal Court from Caldwell Automotive Partners LTD through Buyboard contract #601-19. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. These vehicles will be replacements to the fleet. Please see attached memo from Manuel Salinas, Garage Superintendent, for additional information.

Therefore, please consider a resolution approving the purchase of two (2) Chevrolet Tahoe's for Municipal Court from Caldwell Automotive Partners LTD of Caldwell, Texas for a total cost of

$140,924.00.

Tina Jaug

City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Buy Board contract # 601-19 for the purchase of Police Tahoe's

DATE: 9/26/2023

Fleet Services is requesting the purchase of (2) two Police Tahoe's. These (2) two units will be replacements for units that have gone beyond their useful service life. Budgeted amount for FY2024 for (2) two Police Package Tahoe's is $142,000.00. The purchasing amount through Buy Board contract #601-19 for (2) two Police Package Tahoe's is $140,924.00 from Caldwell Country.

Sincerely,

Manuel Eloy Salinas

City of Midland Superintendent

RESOLUTION NO. _____

RESOLUTION AUTHORIZING PURCHASE OF TWO (2) CHEVROLET TAHOES FROM CALDWELL AUTOMOTIVE PARTNERS, LTD., THROUGH BUYBOARD FOR A TOTAL COST OF $140,924.00

WHEREAS, Buyboard is a cooperative purchasing agency with which the City participates with on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Caldwell Automotive Partners, Ltd., submitted a total cost to the City of $140,924.00 for the purchase of two (2) Chevrolet Tahoes through Buyboard as shown on the quote attached hereto as Exhibit A, which is incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed for the purchase of two (2) Chevrolet Tahoes to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of two (2) Chevrolet Tahoes from Caldwell Automotive Partners, Ltd., through Buyboard;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase of two (2) Chevrolet Tahoes from Caldwell Automotive Partners, Ltd., through Buyboard for a total cost of $140,924.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Caldwell Automotive Partners, Ltd., $140,924.00 for said Chevrolet Tahoes from funds available in the Garage Fund 2024 operating budget upon receipt of proper invoices or statements approved by the City Manager.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

CALDWELL COUNTRY CHEVROLET
800 HWY. 21 E. CALDWELL, TEXAS 77836
BUYBOARD 601-19

End User:	**Midland Municipal Courthouse**	**Caldwell Rep:**	David Lowry | Quote # 684
Contact:	Jeremy Quilimaco	**Phone:**	**(903) 513-2316**
Phone/ Email:	jquilimaco@midlandtexas.gov	**Date:**	Wednesday, September 13, 2023
Product Description:	2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial - Black	**Email:**	dlowry@caldwellcountry.com

A. **Bid Series:** 22-CHEVROLET TAHOE — **A. Base Price:** $ 49,235.00

B. **Published Options [Itemize each below]**

Code	Model Vehicle				
CC10706	2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial - Black				
Code	**Options**	**Bid Price**	**Code**	**Options**	**Bid Price**
600	Fleet Calibration	$0.00	9C1	Identifier for Police Package Vehicle	$0.00
AMF	Remote Keyless Entry Package	$0.00	ATD	Seat delete, third row passenger	$0.00
1FL	Commercial Preferred Equipment Group	$0.00	AU7	Key common, fleet	$0.00
5J0	Calibration, Front (only) Park Assist Disabl	$0.00	AZ3	Seats, front 40/20/40 split-bench	$0.00
5J3	Calibration, Surveillance Mode interior ligh	$0.00	BCV	Lock control, driver side auto door lock disable	$0.00
5J9	Calibration, taillamp flasher, Red/White	$0.00	C6C	GVWR, 7400 lbs. (3357 kg)	$0.00
5LO	Calibration, taillamp flasher, Red/Red	$0.00	FE9	Emissions, Federal requirements	$0.00
5T5	Seats, front cloth and second row vinyl	$0.00	GU5	Rear axle, 3.23 ratio	$0.00
6J7	Flasher system, headlamp and taillamp, DRI	$0.00	H1T	Jet Black, Cloth seat trim	$0.00
				Total of B. Published Options	$ -

C. **Unpublished Options [Itemize each below, not to exceed 25%]**

Unpublished Options	Bid Price	Unpublished Options	Bid Price
		Total of C. Unpublished Options:	$ -

D.	**Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:**		
E.	**Upfitter/Quote Number:** CAPQ107472	$	17,893.00
F.	**Delivery ETA:**		
G.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**	$	1,600.00
H.	**Lot Insurance (for in-stock and/or equipped vehicles):**	$	400.00
I.	**Contract Price Adjustment:**		
J.	**Additional Delivery Charge** 378 miles	$	1,134.00
K.	**Subtotal**	$	70,262.00
L.	**Quantity Ordered** 2 x K =	$	140,524.00
M.	**Trade in:**		
N.	**Coop Fee per purchase order**	**$**	**400.00**
O.	**Total purchase price with coop fee (Prices and availability are subject to change without notice)**	**$**	**140,924.00**

DISCLAIMER

PRICES AND AVAILABILITY CAN CHANGE AT ANY TIME WITHOUT FURTHER NOTICE DUE TO SUPPLY CHAIN CHALLENGES. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY THE MANUFACTURER. ACKNOWLEGDE BY EMAIL RECEIPT THAT THE PURCHASE ORDER WAS RECEIVED BY USA AUTOMOTIVE PARTNERS, LLC. (CALDWELL COUNTRY CHEVROLET, ROCKDALE COUNTRY FORD

Quote

Date 9/26/2023
Quote # CAPQ-107472

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

Name / Address
Midland Municipal Courthouse
201 E. Texas Ave, Texas 79702

Ship To:
Midland Municipal Courthouse
JEREMY QUILIMACO
201 E. Texas Ave, Texas 79702

Salesperson:	Alex Orrantia
Email:	jquilimaco@midlandtexas.gov
Contact Name:	JEREMY QUILIMACO

Year:	2023
Make:	Chevrolet
Model:	TAHOE PPV

Job Description:

Quote Summary

Per Vehicle Subtotal	$17,893.00
Per Vehicle Tax	$0.00
Per Vehicle Total	$17,893.00
# Vehicles Quoted	2

Grand Total $35,786.00

****PRICES ARE VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES.
REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO IS ISSUED.
ALL CANCELLED ORDERS ARE SUBJECT TO A 20% RESTOCKING FEE****

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

WWW.CAPFLEET.COM

QUOTES ARE GOOD FOR 30 DAYS.

PLEASE SIGN BELOW IF ALL ITEMS & QUANTITIES ARE APPROVED.

X_____ Date: / /

Quote

Date 9/26/2023
Quote # CAPQ-107472

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details
CONSOLE/MDT		
1	C-VSW-1012-TAH	VEHICLE-SPECIFIC 12.5" WIDE MEDIUM HEIGHT ANGLED 22" CONSOLE FOR 2021-2023 CHEVROLET TAHOE POLICE PURSUIT VEHICLE
1	C-HDM-204	8.5" HEAVY-DUTY TELESCOPING POLE; SIDE MOUNT; SHORT HANDLE
1	C-MD-119	11" SLIDE OUT LOCKING SWING ARM WITH LOW PROFILE MOTION DEVICE ADAPTER
1	C-EB40-CCS-1P	1-PIECE EQUIPMENT MOUNTING BRACKET; 4" MOUNTING SPACE; FITS WHELEN CENCOM CCSRN; CCSRNTA; MPC03
1	CUP2-1001	SELF-ADJUSTING DOUBLE CUP HOLDER
2	C-MCB	MIC CLIP BRACKET
2	MMBP	MAGNETIC MIC KIT
1	C-ARM-102	SIDE MOUNT ARMREST
1	C-FP-2	2" FILLER PLATE
2	C-FP-4	4" FILLER PLATE
1	C-FP-15	1-1/2" FILLER PLATE
1	C-FPW-5	5" FILLER PLATE FOR WIDE VSW CONSOLES
1	C-APW-1258	12" ACCESSORY POCKET; 5.8" DEEP FOR 3.3" W SECTION OF WIDE CONSOLES
1	C-EB25-XTL-1P	1-PIECE EQUIPMENT MOUNTING BRACKET; 2.5' MOUNTING SPACE; FITS MOTOROLA XTL2500; XTL5000-05; APX7500
ELECTRONICS		
1	338265	3/4 IN MOUNT 25 FT RG58/U MINI-UHF LOOSE
1	HKN4192C	MOTOROLA 20FT 12V POWER CABLE TO BATTERY
1	HLN6863B	ACCESSORY CONNECTOR XTL5000
EMERGENCY LIGHTING		
2	I3SMJC	SURFACE MT TRIO ION R/B W/WHT Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : G1 - GRILLE - ON
1	I3SMJC	SURFACE MT TRIO ION R/B W/WHT Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : PB11 - DS SIDE - VERT
1	I3SMJC	SURFACE MT TRIO ION R/B W/WHT Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : PB22 - PS SIDE - VERT
1	IED54CORE-DE	INNER EDGE DUO - 2021 CHEVY TAHOE (DRIVER SIDE RED/WHITE; PASSENGER SIDE BLUE/WHITE); C399 CORE SIREN; C399K*; SA315U SPEAKER; SAK*
1	SA315U	SA315U SPEAKER BLACK PLASTIC
1	BSFW54X-BSSP2XJW	I-E FST WCX S/D 12-LT TAHOE; 6/6 DUO D/E LTHD D/P PROMO PKG
1	C399	CENCOM CORE WCX CONTROL CENTER
1	SAK70	SA-315 MT KIT 2021 CHEVY TAHOE
1	CCTL7	WECANX 21 BUTTON/SLIDE CTRL HD
1	C399K6	OBD II CANPORT KIT TAHOE/SUB
1	I3JC	TRIO ION R/B W/ WHT OVERRIDE

Quote

Date 9/26/2023
Quote # CAPQ-107472

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details
		Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : RQGL1 - REAR QTR GLASS -DS- LOW
1	I3JC	TRIO ION R/B W/ WHT OVERRIDE Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : RQGL2 - REAR QTR GLASS - PS - LOW
2	I3JC	TRIO ION R/B W/ WHT OVERRIDE Wiring Instructions : WIRE INTO REVERSE LIGHT ; WIRE TRIO W/ BRAKE Mounting Location : LP2 - HORIZONTAL ON BRACKET
1	IONBKT1	ION LICENSE PLATE BKT HORIZ.
2	TCRWX5	WECANX TRACER 5-LAMP HOUSING
2	TCRB54A	TRACER MTG KIT 2021 TAHOE OVER
2	TCRWXPJ	WCX TRACER PRIMARY DUO LT R/B Mounting Location : RB1 - RUNNING BOARDS
8	TCRWXSJ	WCX TRACER SECONDARY DUO R/B Mounting Location : RB1 - RUNNING BOARDS
1	BS548-BSSP28JA	I-E RST WCX 8-LT S/D 21 TAHOE; 4/4 DUO K/M LTHD D/P PROMO PKG
1	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART Notes: over console
EXTERIOR		
1	RNHGGC21SBL1	2021+ TAHOE LEGEND GRILLE GUARD
PRISONER TRANSPORT EQUIPMENT		
1	GK10342UHK	DUAL T-RAIL MOUNT; 2 UNIVERSAL XL; HANDCUFF KEY OVERRIDE; *FOR USE WITH ALL VEHICLES; *FOR USE WHEN MOUNTING TO FREESTANDING BASES Wiring Instructions : WIRE GUNLOCK TO SMART SIREN
1	PK1152TAH21	#10XL C HORIZONTAL SLIDING WINDOW; COATED POLYCARBONATE; WITH EXPANDED METAL WINDOW SECURITY SCREEN; XL PANEL PARTITION; *INCLUDES XL RECESSED PANEL & LOWER EXTENSION PANEL; CHEVROLET TAHOE 21-23
1	QK2412TAH21	FULL COVER TRANSPORT SEAT; TPO PLASTIC; WITH CENTER PULL SEAT BELTS; *INCLUDES REQUIRED: #12VS STATIONARY WINDOW VINYL COATED EXPANDED METAL CARGO PARTITION; *SEAT BELT RETRACTORS PRE-INSTALLED TO SAVE 30 MINUTES OF INSTALL TIME; *ONLY COMPATIBLE WITH: XL PANEL FRONT PARTITIONS; SPT SINGLE PRISONER TRANSPORTS PARTITIONS; CHEVROLET TAHOE 21-23
1	DK0598TAH21	DOOR PANEL; ALUMINUM; REPLACES OEM DOOR PANELS; CHEVROLET TAHOE 21-23
1	WK0514TAH21H	WINDOW BARRIER; STEEL HORIZONTAL; *FOR USE WITH: STOCK DOOR PANELS; SETINA TPO DOOR PANELS; CHEVROLET TAHOE 21-23

QTY	Part #	Description
1	SHIPPING	SHIPPING
1	LABOR	LABOR
1	INSPECT	ALL CAP FLEET INSPECTIONS COME WITH AN AGENCY LIMITED LIFETIME WARRANTY
1	DEALER	DEALER PREP
1	PROGFEE	PROGRAMMING FEE
1	DISPOSAL	DISPOSAL FEE (FOR OEM PARTS NOT PICKED UP ON DELIVERY)
1	PDKIT	POWER DISTRIBUTION KIT

Quote

Date 9/26/2023
Quote # CAPQ-107472

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Description
1	SHOP SUPPLIES	SHOP SUPPLIES
1	WIRING HARNESS	WIRING HARNESS

QTY	Make	Model	Used
1	Motorola	APX 6500	☒

CALDWELL COUNTRY CHEVROLET
800 HWY. 21 E. CALDWELL, TEXAS 77836
BUYBOARD 601-19

End User: Midland Municipal Courthouse
Contact: Jeremy Quilimaco
Phone/ Email: jquilimaco@midlandtexas.gov
Product Description: 2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial - Black

Caldwell Rep: David Lowry | Quote # 684
Phone: (903) 513-2316
Date: Wednesday, September 13, 2023
Email: dlowry@caldwellcountry.com

A. Bid Series: 22-CHEVROLET TAHOE — **A. Base Price:** $ 49,235.00

B. Published Options [Itemize each below]

Code	Model Vehicle				
CC10706	2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial - Black				
Code	**Options**	**Bid Price**	**Code**	**Options**	**Bid Price**
600	Fleet Calibration	$0.00	9C1	Identifier for Police Package Vehicle	$0.00
AMF	Remote Keyless Entry Package	$0.00	ATD	Seat delete, third row passenger	$0.00
1FL	Commercial Preferred Equipment Group	$0.00	AU7	Key common, fleet	$0.00
5J0	Calibration, Front (only) Park Assist Disabl	$0.00	AZ3	Seats, front 40/20/40 split-bench	$0.00
5J3	Calibration, Surveillance Mode interior ligh	$0.00	BCV	Lock control, driver side auto door lock disable	$0.00
5J9	Calibration, taillamp flasher, Red/White	$0.00	C6C	GVWR, 7400 lbs. (3357 kg)	$0.00
5LO	Calibration, taillamp flasher, Red/Red	$0.00	FE9	Emissions, Federal requirements	$0.00
5T5	Seats, front cloth and second row vinyl	$0.00	GU5	Rear axle, 3.23 ratio	$0.00
6J7	Flasher system, headlamp and taillamp, DRI	$0.00	H1T	Jet Black, Cloth seat trim	$0.00
				Total of B. Published Options	$ -

C. Unpublished Options [Itemize each below, not to exceed 25%]

Unpublished Options	Bid Price	Unpublished Options	Bid Price
		Total of C. Unpublished Options:	$ -

D.	**Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:**		
E.	**Upfitter/Quote Number:** CAPQ107472		$ 17,893.00
F.	**Delivery ETA:**		
G.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**		$ 1,600.00
H.	**Lot Insurance (for in-stock and/or equipped vehicles):**		$ 400.00
I.	**Contract Price Adjustment:**		
J.	**Additional Delivery Charge** 378 miles		$ 1,134.00
K.	**Subtotal**		$ 70,262.00
L.	**Quantity Ordered** 2 x K =		$ 140,524.00
M.	**Trade in:**		
N.	**Coop Fee per purchase order**		**$ 400.00**
O.	**Total purchase price with coop fee (Prices and availability are subject to change without notice)**		**$ 140,924.00**

DISCLAIMER

PRICES AND AVAILABILITY CAN CHANGE AT ANY TIME WITHOUT FURTHER NOTICE DUE TO SUPPLY CHAIN CHALLENGES. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY THE MANUFACTURER. ACKNOWLEGDE BY EMAIL RECEIPT THAT THE PURCHASE ORDER WAS RECEIVED BY USA AUTOMOTIVE PARTNERS, LLC. (CALDWELL COUNTRY CHEVROLET, ROCKDALE COUNTRY FORD

Quote

Date 9/26/2023
Quote # CAPQ-107472

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

Name / Address
Midland Municipal Courthouse
201 E. Texas Ave, Texas 79702

Ship To:
Midland Municipal Courthouse
JEREMY QUILIMACO
201 E. Texas Ave, Texas 79702

Salesperson:	Alex Orrantia
Email:	jquilimaco@midlandtexas.gov
Contact Name:	JEREMY QUILIMACO

Year:	2023
Make:	Chevrolet
Model:	TAHOE PPV

Job Description:

Quote Summary

Per Vehicle Subtotal	$17,893.00
Per Vehicle Tax	$0.00
Per Vehicle Total	$17,893.00
# Vehicles Quoted	2

Grand Total $35,786.00

****PRICES ARE VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES.
REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO IS ISSUED.
ALL CANCELLED ORDERS ARE SUBJECT TO A 20% RESTOCKING FEE****

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

WWW.CAPFLEET.COM

QUOTES ARE GOOD FOR 30 DAYS.

PLEASE SIGN BELOW IF ALL ITEMS & QUANTITIES ARE APPROVED.

X_____ Date: / /

Quote

Date 9/26/2023
Quote # CAPQ-107472

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details
CONSOLE/MDT		
1	C-VSW-1012-TAH	VEHICLE-SPECIFIC 12.5" WIDE MEDIUM HEIGHT ANGLED 22" CONSOLE FOR 2021-2023 CHEVROLET TAHOE POLICE PURSUIT VEHICLE
1	C-HDM-204	8.5" HEAVY-DUTY TELESCOPING POLE; SIDE MOUNT; SHORT HANDLE
1	C-MD-119	11" SLIDE OUT LOCKING SWING ARM WITH LOW PROFILE MOTION DEVICE ADAPTER
1	C-EB40-CCS-1P	1-PIECE EQUIPMENT MOUNTING BRACKET; 4" MOUNTING SPACE; FITS WHELEN CENCOM CCSRN; CCSRNTA; MPC03
1	CUP2-1001	SELF-ADJUSTING DOUBLE CUP HOLDER
2	C-MCB	MIC CLIP BRACKET
2	MMBP	MAGNETIC MIC KIT
1	C-ARM-102	SIDE MOUNT ARMREST
1	C-FP-2	2" FILLER PLATE
2	C-FP-4	4" FILLER PLATE
1	C-FP-15	1-1/2" FILLER PLATE
1	C-FPW-5	5" FILLER PLATE FOR WIDE VSW CONSOLES
1	C-APW-1258	12" ACCESSORY POCKET; 5.8" DEEP FOR 3.3" W SECTION OF WIDE CONSOLES
1	C-EB25-XTL-1P	1-PIECE EQUIPMENT MOUNTING BRACKET; 2.5' MOUNTING SPACE; FITS MOTOROLA XTL2500; XTL5000-05; APX7500
ELECTRONICS		
1	338265	3/4 IN MOUNT 25 FT RG58/U MINI-UHF LOOSE
1	HKN4192C	MOTOROLA 20FT 12V POWER CABLE TO BATTERY
1	HLN6863B	ACCESSORY CONNECTOR XTL5000
EMERGENCY LIGHTING		
2	I3SMJC	SURFACE MT TRIO ION R/B W/WHT Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : G1 - GRILLE - ON
1	I3SMJC	SURFACE MT TRIO ION R/B W/WHT Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : PB11 - DS SIDE - VERT
1	I3SMJC	SURFACE MT TRIO ION R/B W/WHT Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : PB22 - PS SIDE - VERT
1	IED54CORE-DE	INNER EDGE DUO - 2021 CHEVY TAHOE (DRIVER SIDE RED/WHITE; PASSENGER SIDE BLUE/WHITE); C399 CORE SIREN; C399K*; SA315U SPEAKER; SAK*
1	SA315U	SA315U SPEAKER BLACK PLASTIC
1	BSFW54X-BSSP2XJW	I-E FST WCX S/D 12-LT TAHOE; 6/6 DUO D/E LTHD D/P PROMO PKG
1	C399	CENCOM CORE WCX CONTROL CENTER
1	SAK70	SA-315 MT KIT 2021 CHEVY TAHOE
1	CCTL7	WECANX 21 BUTTON/SLIDE CTRL HD
1	C399K6	OBD II CANPORT KIT TAHOE/SUB
1	I3JC	TRIO ION R/B W/ WHT OVERRIDE

Quote

Date 9/26/2023
Quote # CAPQ-107472

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details
		Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : RQGL1 - REAR QTR GLASS -DS- LOW
1	I3JC	TRIO ION R/B W/ WHT OVERRIDE Wiring Instructions : WIRE TRIO W/ WHITE OVERRIDE Mounting Location : RQGL2 - REAR QTR GLASS - PS - LOW
2	I3JC	TRIO ION R/B W/ WHT OVERRIDE Wiring Instructions : WIRE INTO REVERSE LIGHT ; WIRE TRIO W/ BRAKE Mounting Location : LP2 - HORIZONTAL ON BRACKET
1	IONBKT1	ION LICENSE PLATE BKT HORIZ.
2	TCRWX5	WECANX TRACER 5-LAMP HOUSING
2	TCRB54A	TRACER MTG KIT 2021 TAHOE OVER
2	TCRWXPJ	WCX TRACER PRIMARY DUO LT R/B Mounting Location : RB1 - RUNNING BOARDS
8	TCRWXSJ	WCX TRACER SECONDARY DUO R/B Mounting Location : RB1 - RUNNING BOARDS
1	BS548-BSSP28JA	I-E RST WCX 8-LT S/D 21 TAHOE; 4/4 DUO K/M LTHD D/P PROMO PKG
1	3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART Notes: over console
EXTERIOR		
1	RNHGGC21SBL1	2021+ TAHOE LEGEND GRILLE GUARD
PRISONER TRANSPORT EQUIPMENT		
1	GK10342UHK	DUAL T-RAIL MOUNT; 2 UNIVERSAL XL; HANDCUFF KEY OVERRIDE; *FOR USE WITH ALL VEHICLES; *FOR USE WHEN MOUNTING TO FREESTANDING BASES Wiring Instructions : WIRE GUNLOCK TO SMART SIREN
1	PK1152TAH21	#10XL C HORIZONTAL SLIDING WINDOW; COATED POLYCARBONATE; WITH EXPANDED METAL WINDOW SECURITY SCREEN; XL PANEL PARTITION; *INCLUDES XL RECESSED PANEL & LOWER EXTENSION PANEL; CHEVROLET TAHOE 21-23
1	QK2412TAH21	FULL COVER TRANSPORT SEAT; TPO PLASTIC; WITH CENTER PULL SEAT BELTS; *INCLUDES REQUIRED: #12VS STATIONARY WINDOW VINYL COATED EXPANDED METAL CARGO PARTITION; *SEAT BELT RETRACTORS PRE-INSTALLED TO SAVE 30 MINUTES OF INSTALL TIME; *ONLY COMPATIBLE WITH: XL PANEL FRONT PARTITIONS; SPT SINGLE PRISONER TRANSPORTS PARTITIONS; CHEVROLET TAHOE 21-23
1	DK0598TAH21	DOOR PANEL; ALUMINUM; REPLACES OEM DOOR PANELS; CHEVROLET TAHOE 21-23
1	WK0514TAH21H	WINDOW BARRIER; STEEL HORIZONTAL; *FOR USE WITH: STOCK DOOR PANELS; SETINA TPO DOOR PANELS; CHEVROLET TAHOE 21-23

QTY	Part #	Description
1	SHIPPING	SHIPPING
1	LABOR	LABOR
1	INSPECT	ALL CAP FLEET INSPECTIONS COME WITH AN AGENCY LIMITED LIFETIME WARRANTY
1	DEALER	DEALER PREP
1	PROGFEE	PROGRAMMING FEE
1	DISPOSAL	DISPOSAL FEE (FOR OEM PARTS NOT PICKED UP ON DELIVERY)
1	PDKIT	POWER DISTRIBUTION KIT

Quote

Date 9/26/2023
Quote # CAPQ-107472

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Description
1	SHOP SUPPLIES	SHOP SUPPLIES
1	WIRING HARNESS	WIRING HARNESS

QTY	Make	Model	Used
1	Motorola	APX 6500	☒

City Council Meeting

Item Number: **11**

Meeting Date: **October 10, 2023**

To: **City Council / City Manager**

From: **Erika Martinez, Manager, Purchasing**

Subject: RESOLUTION AUTHORIZING PURCHASE OF A REELMASTER 5510-D FAIRWAY MOWER, A WORKMAN DHX-2WD GOLF CART, A GREENMASTER TRIFLEX MOWER, A SAND PRO 5040 TRAP RAKE, A RIDING SAND PRO, A PROCORE AERATOR, AND A PROCORE AERIFIER FROM PROFESSIONAL TURF PRODUCTS, L.P., THROUGH BUYBOARD FOR A TOTAL COST OF $359,615.20 **(DISTRICT: NONE) (GENERAL SERVICES)**

Purpose:

Resolution for the purchase of one (1) Reelmaster 5510-D Fairway Mower, one (1) Workman HDX-2WD Golf Cart, one (1) Greenmaster TriFlex Mower, one (1) Sand Pro 5040 Trap Rack, one (1) Riding Sand Pro, one (1) ProCore Aerator, and one (1) ProCore Aerifier from Professional Turf Products through Buyboard contract #706-23.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Garage Fund 2024 operating budget.

Discussion:

Staff is recommending the purchase of one (1) Reelmaster 5510-D Fairway Mower, one (1) Workman HDX-2WD Golf Cart, one (1) Greenmaster TriFlex Mower, one (1) Sand Pro 5040 Trap Rack, one (1) Riding Sand Pro, one (1) ProCore Aerator, and one (1) ProCore Aerifier from Professional Turf Products through Buyboard contract #706-23. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing

goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. This will be a replacement to the fleet. Please see attached memo from Manuel Salinas, Garage Superintendent, for additional information.

Therefore, please consider a resolution approving the purchase of one (1) Reelmaster 5510-D Fairway Mower, one (1) Workman HDX-2WD Golf Cart, one (1) Greenmaster TriFlex Mower, one (1) Sand Pro 5040 Trap Rack, one (1) Riding Sand Pro, one (1) ProCore Aerator, and one (1) ProCore Aerifier from Professional Turf Products of Euless, Texas for a total cost of $359,615.20.

Tina Jaug

City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: **Regina Stephenson**

FROM: **Manuel Eloy Salinas**

SUBJECT: **Buy Board Contract #706-23 Professional Turf Products**

DATE: **9/21/2023**

Fleet services is requesting the purchase of the following equipment which will be replacements for units that we are unable to acquire parts for.

(1) one Workman HDX-2WD Golf Cart, budgeted amount for FY2024 is $46,869 for the purchase of (1) one Workman HDX 2WD Golf Cart for the Hogan Park Golf Course. The purchasing amount offered is $41,000.64.

(1) one Sand Pro 5040 Trap Rake, budgeted amount for FY2024 is $37,646 for the purchase of (1) one Sand Pro 5040 Trap Rake for the Hogan Park Golf Course. The purchasing amount offer is $37,645.84.

(1) one Reelmaster 5510-D Fairway Mower, budgeted amount for FY2024 is $100,089 for the purchase of (1) one Reelmaster 5510-D Fairway Mower for the Hogan Park Golf Course. The purchasing amount offered is $100,089.22.

(1) one Greensmaster TriFlex 3400 Diesel Mower, budgeted amount for FY2024 is $59,799 for the purchase of (1) one Diesel Mower for the Hogan Park Golf Course. The purchasing amount offered is $59,799.48.

(1) one ProCore 648s Aerator, budgeted amount for FY2024 is $54,551 for the purchase of (1) one ProCore 648s Aerator for the Hogan Park Golf Course. The purchasing amount offered is $54,551.31.

(1) one ProCore 864 Aerifier, budgeted amount for FY2024 is $46,424 for the purchase of (1) one Plug Aerifier for the Parks Division. The purchasing amount offered is $46,424.17.

(1) one Sand Pro 2040z, budgeted amount for FY2024 is $20,104 for the purchase of (1) one Riding Sand Pro for the Parks Division. The purchasing amount offered is $20,104.54.

Budgeted amount for FY2024 for these 7 items is $365,482, the purchasing amount offered is $359,615.20 through BuyBoard contract# 706-23 by Professional Turf Products.

Sincerely,

Manuel Eloy Salinas

City of Midland Garage Superintendent

RESOLUTION NO. _____

RESOLUTION AUTHORIZING PURCHASE OF A REELMASTER 5510-D FAIRWAY MOWER, A WORKMAN DHX-2WD GOLF CART, A GREENMASTER TRIFLEX MOWER, A SAND PRO 5040 TRAP RAKE, A RIDING SAND PRO, A PROCORE AERATOR, AND A PROCORE AERIFIER FROM PROFESSIONAL TURF PRODUCTS, L.P., THROUGH BUYBOARD FOR A TOTAL COST OF $359,615.20

WHEREAS, Buyboard is a cooperative purchasing agency with which the City participates with on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS,Professional Turf Products, L.P., submitted a total cost to the City of $359,615.20 for the purchase of a Reelmaster 5510-D Fairway Mower, a Workman HDX-2WD golf cart, a Greenmaster TriFlex Mower, a Sand Pro 5040 Trap Rake, a Riding Sand Pro, a ProCore Aerator, and a ProCore Aerifier (collectively, the "*Turf Products*") through Buyboard as shown on the quote attached hereto as Exhibit A, which is incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed for the purchase of the Turf Products to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of the Turf Products from Professional Turf Products, L.P., through Buyboard;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase the Turf Products from Professional Turf Products, L.P., through Buyboard for a total cost of $359,615.20.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Professional Turf Products, L.P., $359,615.20 for the Turf Products from funds available in the Garage Fund 2024 operating budget upon receipt of proper invoices or statements approved by the City Manager.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

Professional Turf Products, L.P.
1010 North Industrial Blvd.
Euless, Texas 76039
Professional Turf Products
(817) 785-1900
sales@proturf.com

Ship To	Hogan Park Golf Course - Midland, TX	Date:	9/28/2023
Bill To	BUYBOARD (CONTRACT # 706-23) - Credit Cards Not Accepted	Tax Rate	
Contact	Tyson Kerby	Destination	included
Address	3600 N. Fairgrounds Rd., Midland, TX 79702	Trade-In	
		Finance	
Phone	(432) 685 7360	Account Type	Contract
Email	tkerby@midlandtexas.gov	QMS: ID	141486
Comments:			

Proposal

Qty	Model #	Description	Unit	Extended
1	07385	Workman HDX - 2WD Kubota Diesel		
1	07372	Canopy		
1	07316	High Flow Hydraulics Kit		
2	131-6690	Seat Cover Small Grey		
1	30249	MVP Kit 400 Hour		
		Workman HDX - 2WD Kubota Diesel	**$**	**41,000.64**
1	08745	Sand Pro 5040		
1	08713	Flex Blade		
1	08712	Front Lift Frame Assembly		
1	08732	Weeder Tine Toolbar		
1	08838	Midmount Toolbar System		
1	08751	QAS Tooth Rake		
1	08752	Spring Rake		
1	119-7158	Pivot Trowel Kit (QAS Tooth Rake)		
1	08740	LED Light Kit		
1	131-6690	Seat Cover Small Grey		
		Sand Pro 5040	**$**	**37,645.84**
1	03954	Reelmaster 5510-D		
5	03639	22 Inch 7-Inch, 8-Blade (Fsr) Forward Swept Reel Edgeseries		
1	03405	7-inch Weight for CUs with No Attachments (Kit of 5)		
1	133-1308	Seat Cover		
1	30669	Universal Sunshade, White		
1	03247	Operator Cooling Fan		
1	03248	Universal Sunshade Switch Panel		
1	138-2994	Power Harness Kit		
1	140-1554	Sun Shade Light Kit		
		Reelmaster 5510-D	**$**	**100,089.22**
1	04520	Greensmaster TriFlex 3400 Hydraulic Diesel		
1	04508	Seat Kit, Standard		
3	04653	11 Blade Cutting Unit		
3	04255	Narrow Wiehle Roller (One roller)		
1	133-1308	Seat Cover		
1	04554	Light Kit - LED		
		Greensmaster TriFlex 3400 Hydraulic Diesel	**$**	**59,799.48**
1	09960	ProCore 648s		
3	09736	Mini-tine Head Set (2 rows of 5)		
60	108-9290	Titan Quad 3/8 Inch (5.5 Inch X .625 Inch)		
60	108-9234	Titan Solid Round 3/8 Inch (5.00 Inch X .200 Inch)		
2	120-1047	Guard-Turf, Mini Tine, Short		
1	120-1052	Guard-Turf, Mini Tine, Long		
1	09225	Tire Scraper Kit, ProCore 648/648s		
1	09962	LED Light Kit		
		ProCore 648s	**$**	**54,551.31**

Confidential Property of Professional Turf Products

1	09715	ProCore 864		
4	09736	Mini-tine Head Set (2 rows of 5)		
4	09796	4 Tine 3/4 Inch Head Set		
80	108-9120	Titan Max Quad 3/8 Inch (5.0 Inch X .380 Inch)		
32	108-9168	Titan Side Eject 3/4 Inch (6.50 Inch X .660 Inch)		
2	120-1045	Guard-Turf, 4 Tine, Short		
2	120-1047	Guard-Turf, Mini Tine, Short		
1	120-1059	Turf Guard-RH		
1	120-1060	Turf Guard-LH		
1	120-1061	Turf Guard, 5 Tine (RH)		
1	120-1062	Turf Guard, 5 Tine (LH)		
		ProCore 864	**$**	**46,424.17**
1	08706	Sand Pro 2040Z		
1	08717	Nail Drag		
1	08718	Finish Drag Mat Kit		
1	08721	Light Kit		
1	131-6690	Seat Cover Small Grey		
1	30358	Bimini Canvas Sunshade		
		Sand Pro 2040Z	**$**	**20,104.54**

SubTotal	**$**	**359,615.20**
Destination		**included**
Tax (Estimated)	**$**	**-**
TOTAL	**$**	**359,615.20**

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
For all New Equipment, Refurbished units may be available for up to 40% savings.
Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:
1. Prices & Finance Rates are subject to change at any time. Monthly Payments are Estimates based on Prices & Rates when quoted.
2. Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that are beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered through equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.
3. Order cancellations are subject to fees up to 10% of the original order value.
4. Equipment delivery time is estimated once credit is approved & documents are executed & is contingent on Manufacturer availability.
5. Payments by Credit Card are subject to convenience fee.
6. Used and Demo equipment is in high demand and availability is subject to change.
A. Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.
B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:
1. All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.

Payment:
1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
A. PTP will work with third party financial institutions to secure leases when requested to do so.
B. When using third party financiers, documentation fees & advance payments may be required.
C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within 60 days days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____ **Date:** _____

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Confidential Property of Professional Turf Products

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Price Sheet Update: 09-15-23 DC

Confidential Property of Professional Turf Products

Confidential Property of Professional Turf Products

Confidential Property of Professional Turf Products

Confidential Property of Professional Turf Products

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Confidential Property of Professional Turf Products

Professional Turf Products, L.P.
1010 North Industrial Blvd.
Euless, Texas 76039
Professional Turf Products
(817) 785-1900
sales@proturf.com

Ship To	Hogan Park Golf Course - Midland, TX	Date:	9/28/2023
Bill To	BUYBOARD (CONTRACT # 706-23) - Credit Cards Not Accepted	Tax Rate	
Contact	Tyson Kerby	Destination	included
Address	3600 N. Fairgrounds Rd., Midland, TX 79702	Trade-In	
		Finance	
Phone	(432) 685 7360	Account Type	Contract
Email	tkerby@midlandtexas.gov	QMS: ID	141486
Comments:			

Proposal

Qty	Model #	Description	Unit	Extended
1	07385	Workman HDX - 2WD Kubota Diesel		
1	07372	Canopy		
1	07316	High Flow Hydraulics Kit		
2	131-6690	Seat Cover Small Grey		
1	30249	MVP Kit 400 Hour		
		Workman HDX - 2WD Kubota Diesel	**$**	**41,000.64**
1	08745	Sand Pro 5040		
1	08713	Flex Blade		
1	08712	Front Lift Frame Assembly		
1	08732	Weeder Tine Toolbar		
1	08838	Midmount Toolbar System		
1	08751	QAS Tooth Rake		
1	08752	Spring Rake		
1	119-7158	Pivot Trowel Kit (QAS Tooth Rake)		
1	08740	LED Light Kit		
1	131-6690	Seat Cover Small Grey		
		Sand Pro 5040	**$**	**37,645.84**
1	03954	Reelmaster 5510-D		
5	03639	22 Inch 7-Inch, 8-Blade (Fsr) Forward Swept Reel Edgeseries		
1	03405	7-inch Weight for CUs with No Attachments (Kit of 5)		
1	133-1308	Seat Cover		
1	30669	Universal Sunshade, White		
1	03247	Operator Cooling Fan		
1	03248	Universal Sunshade Switch Panel		
1	138-2994	Power Harness Kit		
1	140-1554	Sun Shade Light Kit		
		Reelmaster 5510-D	**$**	**100,089.22**
1	04520	Greensmaster TriFlex 3400 Hydraulic Diesel		
1	04508	Seat Kit, Standard		
3	04653	11 Blade Cutting Unit		
3	04255	Narrow Wiehle Roller (One roller)		
1	133-1308	Seat Cover		
1	04554	Light Kit - LED		
		Greensmaster TriFlex 3400 Hydraulic Diesel	**$**	**59,799.48**
1	09960	ProCore 648s		
3	09736	Mini-tine Head Set (2 rows of 5)		
60	108-9290	Titan Quad 3/8 Inch (5.5 Inch X .625 Inch)		
60	108-9234	Titan Solid Round 3/8 Inch (5.00 Inch X .200 Inch)		
2	120-1047	Guard-Turf, Mini Tine, Short		
1	120-1052	Guard-Turf, Mini Tine, Long		
1	09225	Tire Scraper Kit, ProCore 648/648s		
1	09962	LED Light Kit		
		ProCore 648s	**$**	**54,551.31**

1	09715	ProCore 864		
4	09736	Mini-tine Head Set (2 rows of 5)		
4	09796	4 Tine 3/4 Inch Head Set		
80	108-9120	Titan Max Quad 3/8 Inch (5.0 Inch X .380 Inch)		
32	108-9168	Titan Side Eject 3/4 Inch (6.50 Inch X .660 Inch)		
2	120-1045	Guard-Turf, 4 Tine, Short		
2	120-1047	Guard-Turf, Mini Tine, Short		
1	120-1059	Turf Guard-RH		
1	120-1060	Turf Guard-LH		
1	120-1061	Turf Guard, 5 Tine (RH)		
1	120-1062	Turf Guard, 5 Tine (LH)		
		ProCore 864	**$**	**46,424.17**
1	08706	Sand Pro 2040Z		
1	08717	Nail Drag		
1	08718	Finish Drag Mat Kit		
1	08721	Light Kit		
1	131-6690	Seat Cover Small Grey		
1	30358	Bimini Canvas Sunshade		
		Sand Pro 2040Z	**$**	**20,104.54**

SubTotal	**$**	**359,615.20**
Destination		**included**
Tax (Estimated)	**$**	**-**
TOTAL	**$**	**359,615.20**

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
For all New Equipment, Refurbished units may be available for up to 40% savings.
Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:
1. Prices & Finance Rates are subject to change at any time. Monthly Payments are Estimates based on Prices & Rates when quoted.
2. Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that are beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered through equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.
3. Order cancellations are subject to fees up to 10% of the original order value.
4. Equipment delivery time is estimated once credit is approved & documents are executed & is contingent on Manufacturer availability.
5. Payments by Credit Card are subject to convenience fee.
6. Used and Demo equipment is in high demand and availability is subject to change.
A. Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.
B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:
1. All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.

Payment:
1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
A. PTP will work with third party financial institutions to secure leases when requested to do so.
B. When using third party financiers, documentation fees & advance payments may be required.
C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within 60 days days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____ **Date:** _____

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Confidential Property of Professional Turf Products

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Price Sheet Update: 09-15-23 DC

Confidential Property of Professional Turf Products

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City Council Meeting

Item Number: 12

Meeting Date: October 10, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: MOTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE WATER FACILITIES OPERATION AND MAINTENANCE CONTRACT BETWEEN THE CITY OF MIDLAND AND PSC WATER OPERATING COMPANY REGARDING THE OPERATION AND MAINTENANCE OF CERTAIN WATER FACILITIES LOCATED AT T-BAR RANCH (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Motion authorizing the execution of a second amendment to the Water Facilities Operation and Maintenance Contract between the City of Midland and PSC Water Operating Company regarding the operation and maintenance of certain water facilities located at T-Bar Ranch.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the FY2024 Water and Sewer operating budget

Discussion:

Staff recommends amending the Water Facilities Operation and Maintenance Amendment #2 with PSC Water Operating Company of Lubbock, Texas. Please see the attached memo from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a resolution authorizing the approval of the Water Facilities Operation and Maintenance Amendment #2 with PSC Water Operating Company; as directed by City Staff.

Tina Jaeger

City Manager's Office

SECOND AMENDMENT TO THE WATER FACILITIES OPERATION AND MAINTENANCE CONTRACT BETWEEN PSC WATER OPERATING COMPANY AND THE CITY OF MIDLAND, TEXAS

THIS SECOND AMENDMENT ("Second Amendment") is made and entered into this __ day of _____, 2023, but effective as of October 1, 2023, by and between PSC Water Operating Company ("PSC Water") and the City of Midland ("City"), a home-rule municipality.

WHEREAS, PSC Water and Midland County Fresh Water Supply District No. 1 ("MCFWSD") entered into that certain Water Facilities Operation and Maintenance Contract made effective May 1, 2018 (the "Agreement"), for the operation and maintenance of certain water facilities;

WHEREAS, PSC Water and MCFWSD entered into that certain first amendment to the Agreement on November 1, 2021, but effective as of May 1, 2018;

WHEREAS, MCFWSD and City entered into that certain Assignment and Assumption of Water Facilities Operation and Maintenance Contract made effective September 7, 2022, whereby MCFWSD assigned all of its right, title, and interest in and to the Agreement, as amended; and

WHEREAS, PSC Water and City desire to make certain amendments to the Agreement as set forth below;

W I T N E S S E T H:

For and in consideration of the execution of this Second Amendment and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

1. Section 4.1 of the Agreement is hereby amended to read in its entirety as follows:
   This Agreement commences on the Effective Date and will continue in full force and effect for sixty-five (65) months. Notwithstanding any other contrary provision contained herein, this Agreement shall be extended to a month-to-month term beginning October 1, 2023.

2. Section 4.2 of the Agreement is hereby amended to read in its entirety as follows:
   Either party may terminate this Agreement upon providing at least thirty (30) days' advance written notice to the other party.

3. Exhibit "D", Subsection (A), of the Agreement is hereby amended to read in its entirety as follows:

(A) Base Operation Fee: For and in consideration of services outlined in Exhibit "C" of the Agreement and rendered to an on behalf of the District by Company, the District agrees to pay to Company, a base annual operations fee equal to:

May 1, 2018 through September 30, 2018	$77,083.33 per month
October 1, 2018 through September 30, 2019	$975,000.00 per year
October 1, 2019 through September 30, 2020	$1,025,000.00 per year
October 1, 2020 though September 30, 2021	$1,070,000.00 per year
October 1, 2021 through September 30, 2022	$1,095,000.00 per year
October 1, 2022 through September 30, 2023	$1,170,000.00 per year
October 1, 2023 through September 30, 2024	$127,000.00 monthly

4. Exhibit "E" of the Agreement is hereby amended to read in its entirety as follows:

Exhibit "E"

OVERTIME RATE TABLE

October 1, 2023 through September 30, 2024

Position	Rate
Facility Manager/Lead Operator	$177.00
A Licensed Operator	$160.00
B Licensed Operator	$147.00
C Licensed Operator	$120.00
D Licensed Operator	$95.00
OIT Operator	$85.00

5. The Agreement, inclusive of this Second Amendment, is hereby ratified and affirmed by PSC Water and City, and the Agreement shall in all respects remain in full force and effect in accordance with its provisions and as amended above.

EXECUTED by the duly authorized officials as of the day and year first above written.

[Signature Page Follows]

CITY OF MIDLAND:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

PSC WATER OPERATING COMPANY:

_____
Jay Edwards, Manager

THE STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, _____, a notary public, on this day personally appeared Jay Edwards an officer of PSC Water Operating Company 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 company for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY AND SEAL OF OFFICE this the _____day of _____, 2023.

_____
Notary Public, in and for
The State of Texas

My Commission Expires: _____

INTEROFFICE MEMORANDUM

TO: Erika Munoz Martinez, Purchasing Manager

FROM: Carl Craigo, PE, Utilities Director

SUBJECT: Consider a Resolution approving a contract with Parkhill Engineering for a Professional Service Agreement for the engineering support and administrative services for the operations of water facilities.

DATE: October 10, 2023

Subject: Extension of Parkhill's Engineering Support Contract for T-Bar Water Source

Dear City Council Members,

Parkhill is set to extend its engineering and administrative services to the City of Midland, ensuring the consistent operations of the T-Bar water source. This represents a month-to-month continuation of our ongoing engineering and operations agreement, which was originally established with the Midland County Fresh Water Supply District No. 1.

As the City of Midland undertook the settlement of the T-Bar debt and subsequently acquired its infrastructure and contracts, the operations contract transitioned to our Utilities department. The fee structure remains consistent with the previous agreement, now broken down into a monthly rate. The set monthly fee for these services stands at $127,000, which will be covered by the Utilities operating fund.

SECOND AMENDMENT TO THE WATER FACILITIES OPERATION AND MAINTENANCE CONTRACT BETWEEN PSC WATER OPERATING COMPANY AND THE CITY OF MIDLAND, TEXAS

THIS SECOND AMENDMENT ("Second Amendment") is made and entered into this __ day of _____, 2023, but effective as of October 1, 2023, by and between PSC Water Operating Company ("PSC Water") and the City of Midland ("City"), a home-rule municipality.

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WHEREAS, PSC Water and MCFWSD entered into that certain first amendment to the Agreement on November 1, 2021, but effective as of May 1, 2018;

WHEREAS, MCFWSD and City entered into that certain Assignment and Assumption of Water Facilities Operation and Maintenance Contract made effective September 7, 2022, whereby MCFWSD assigned all of its right, title, and interest in and to the Agreement, as amended; and

WHEREAS, PSC Water and City desire to make certain amendments to the Agreement as set forth below;

W I T N E S S E T H:

For and in consideration of the execution of this Second Amendment and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

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OIT Operator	$85.00

5. The Agreement, inclusive of this Second Amendment, is hereby ratified and affirmed by PSC Water and City, and the Agreement shall in all respects remain in full force and effect in accordance with its provisions and as amended above.

EXECUTED by the duly authorized officials as of the day and year first above written.

[Signature Page Follows]

CITY OF MIDLAND:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

PSC WATER OPERATING COMPANY:

_____
Jay Edwards, Manager

THE STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, _____, a notary public, on this day personally appeared Jay Edwards an officer of PSC Water Operating Company 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 company for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY AND SEAL OF OFFICE this the _____day of _____, 2023.

_____
Notary Public, in and for
The State of Texas

My Commission Expires: _____

City Council Meeting

Item Number: **13**

Meeting Date: **October 10, 2023**

To: **City Council / City Manager**

From: **Erika Martinez, Manager, Purchasing**

Subject: MOTION APPROVING PLANS AND SPECIFICATIONS FOR THE STATE HIGHWAY 158 AND SINCLAIR AVENUE INTERSECTION IMPROVEMENT PROJECT, SAID PLANS AND SPECIFICATIONS BEING ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED BY THE NUMBER AND DATE OF THIS MOTION, AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE FOR COMPETITIVE BIDS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS **(DISTRICT 4) (GENERAL SERVICES)**

Purpose:

Motion approving plans and specifications for the State Highway 158 and Sinclair Avenue Intersection Improvement Project, said plans and specifications being on file in the City Secretary's office referenced by the number and date of this motion, and authorizing the City Manager or the City Manager's designee to advertise for competitive bids for said project pursuant to the statutes of the State of Texas for accomplishing the work set forth in said plans and specifications.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is not required at this time.

Discussion:

Please consider approving a motion authorizing the City Manager or the City Manager's designee to advertise a request for bids for the Drainage Improvements for TX-158 and for the

intersection of Sinclair Avenue and TX-158 Project, said plans and specifications being on file in the City Secretary's office.

City Manager's Office

SPECIFICATIONS

Project Name: State Highway 158 & Sinclair Avenue Intersection Improvement

Project Number: P23-02

MAYOR

Lori Blong

COUNCIL MEMBERS

District 1	Scott Dufford	District 3	Jack Ladd
District 2	John Norman	District 4	Amy Stretcher Burkes
At-Large	Dan Corrales	At Large	Robin Poole

ASSSITANT CITY ENGINEER

Joshua C. Ferguson, P.E.

THIS DOCUMENT IS RELEASED ON OCTOBER 04, 2023
FOR THE PURPOSE OF SEEKING PERMISSION TO ADVERTISE FOR BIDS UNDER THE AUTHORITY OF JOSHUA C. FERGUSON, P.E., LICENSE #117692.
CITY OF MIDLAND

Prepared by City of Midland, Texas
Engineering Services Division

October 2023

NOTICE TO BIDDERS

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

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

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

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 25th day of October, 2023, and publicly opened and read aloud at that time.

Delivery of Submittals

Bid packets must be received in the City Secretary's Office no later than October 25, 2023 at 2:00 p.m. Bidders are responsible for the means of timely delivering the bid packet. Delays due to any instrumentality used to transmit the bid packet (e.g., delay occasioned by a bidder, City's internal mailing system, etc.) are the sole responsibility of the bidder. **Late bid packets will not be accepted under any circumstances.**

ATTENTION: The public bid opening will be in the City Council Meeting Chambers.

The Proposed Work provides for the furnishing of materials and labor for State Highway 158 & Sinclair Avenue Intersection Improvement together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING will be held at 3:00 p.m. on Wednesday, October 18th, 2023 in the basement conference room of City Hall, 300 N. Loraine Street, Midland, Texas. Bidders may attend the meeting either in person.

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

kjones@midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting is Noon on Friday, October 20, 2023. Questions submitted before the Noon deadline will be included in the Addendum that will go out that same day along with all discussion items, questions, answers, and any new information resulting from the Non-Mandatory Pre-Bid Meeting. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

Bids will be received on a unit price basis.

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

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

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

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

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

WAIVER OF ATTORNEY FEES

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

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

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

WAIVER

BIDDER’S WAIVER:

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

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

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

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

4. **AWARD OF THE CONTRACT**

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

City of Midland

Marcia German-Bentley
City Secretary

Form Revised October 2023

INSTRUCTION AND INFORMATION FOR BIDDERS

1. LOCATION AND EXTENT OF WORK

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

The location and details for the construction and related work are shown upon a set of drawings dated on or after October 4, 2023 and numbered from Const. Set Page Start Number C100 (1) through Const. Set Page End Number C400 (30) inclusive. These drawings and plans, together with the specifications, form a part of the Contract. Where figures are shown on the drawings, they shall take precedence over scaled distances and dimensions.

2. TIME AND PLACE OF RECEIVING BIDS

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

3. PREPARATION OF BID FORM

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

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

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

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

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

4. EXAMINATION OF SITE, DRAWINGS, ETC

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

5. WITHDRAWAL OF BIDS

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

6. AGREEMENT AND BONDS

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

7. INTERPRETATION OF PLANS AND DOCUMENTS

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

8. BIDDERS INTERESTED IN MORE THAN ONE BID

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

9. AWARD OF CONTRACT

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

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

10. OPENING OF BIDS

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

11. COMPARISON OF BIDS

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

12. BID GUARANTY

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

13. CONTRACT DOCUMENTS

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

14. TIME ELEMENT

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

15. PAYMENTS

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

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

Revised October 2023

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7 _____ _____

Signature of vendor doing business with the governmental entity Date

PACKET 13-14 October 10, 2023

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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

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

(1) the lowest bidder; or

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

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

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

   Reseller Permit Number: _____

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

   _____

   _____

   _____

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

   _____

   _____

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

   ☐ Yes ☐ No

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

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

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

TECHNICAL SPECIFICATIONS

FOR: State Highway 158 & Sinclair Avenue Intersection Improvement

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

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

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

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

GENERAL CONDITIONS AND PROVISIONS

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. CONFLICT OF PROVISIONS

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

3. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

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

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

4. TIME ELEMENT

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

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

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

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

5. PAYMENT TO CONTRACTOR

ESTIMATED QUANTITIES:

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

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

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

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

PAYMENT; RETAINAGE:

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

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

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

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

FINAL COMPLETION AND ACCEPTANCE:

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

FINAL PAYMENT:

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

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

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

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

(b) For defective work not remedied.

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

7. CERTIFICATE OF PAYMENT

Contractor shall, prior to issuance of final payment pursuant to the terms herein stated, provide proof satisfactory to the owner that all debts, bills and expenses incurred by the Contractor, his agents, employees or subcontractors

employed by him, for labor, wages, materials and other purposes, in the furtherance of this project, have been paid and satisfied in full. Satisfactory proof shall consist of an executed Certificate of Payment.

8. EXTRA, ADDITIONAL OR OMITTED WORK PAYMENT

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

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

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

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

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

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

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

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

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

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

9. ASSIGNMENT OF CONTRACT

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

10. SUBCONTRACTORS

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

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

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

11. SUSPENSION OF WORK

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

12. RIGHT OF OWNER TO TERMINATE CONTRACT

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

13. RIGHT OF CONTRACTOR TO TERMINATE CONTRACT

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

14. INCIDENTAL WORK

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

15. PERMITS – COMPLIANCE WITH LAW

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

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

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

16. INSPECTION BY OWNER

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

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

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

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

17. PATENTS

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

18. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

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

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

19.NOTICE AND SERVICE THEREOF

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

20.QUALITY OF MATERIALS AND WORKMANSHIP

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

It is understood that except as otherwise specifically stated in the Contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence of temporary construction of every nature, and all other services and facilities required for the completion of the Contract within the specified time.

21.SPECIAL METHODS

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

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

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

23.COVERING WORK

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

24.UNFAVORABLE WEATHER

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

25.ALL WORK SUBJECT TO FINAL INSPECTION

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

26.PUBLIC CONVENIENCE

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

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

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

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

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

If required by the Engineer, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations, and other parts of all existing structures adjacent and adjoining the site of the Project, which are in any way affected by the excavations or other operations connected with the completion of the work under this Contract. Whenever any notice is required to be given by the Owner or the Contractor to any adjoining or adjacent

landowner or other party before commencement of any work under this Contract, such notice shall be given by the Contractor. The Contractor shall indemnify the Owner and save it harmless from any damages on account of settlement or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

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

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

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

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

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

27.**TRAFFIC CONTROL**

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

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

Traffic control signs, such as stop signs, yield signs, etc., are placed in various intersections for the safety and protection of the traveling public. The contractor shall not move, alter or damage said signs for any reason. If said signs must be removed for construction purposes, contractor shall notify the City of Midland, Traffic Division Operations Superintendent at least 48 hours (not including weekends) before construction activities are scheduled to begin. All construction barricading, warning signs, and other construction traffic control devices shall be in place and shall be in accordance with the Texas Manual on Uniform Traffic Control Devices and approved Barricading Standards included in plans before traffic signs can be removed. The contractor shall notify the Traffic Division Operations Superintendent at least 72 hours (not including weekends) before scheduled removal of construction barricades, warning signs, and traffic control devices. But in all cases the contractor shall not remove said barricades, warning signs, and traffic control devices until the City of Midland's Traffic Department has replaced stop signs, yield signs, etc., in their proper location. The Contractor shall notify Traffic Engineering Division at least 24 hours in advance of any Traffic Signal modification due to construction (i.e. eliminating left

turn phases). Notice shall also be given to the Traffic Engineering Division at least 24 hours prior to removing barricades at signalized intersections.

28.PROTECTION OF NEW WORK

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

29.MONUMENTS OR STAKES

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

30.USE OF COMPLETED PORTIONS

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

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

31.USE OF PREMISES

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

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

32.SAFETY RESTRICTIONS

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

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

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

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

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

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

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

33. INSURANCE REQUIREMENTS AND WORKERS COMPENSATION

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

34.**INDEMNIFICATION**

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

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

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

35.**RELEASE**

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

36.**INDEPENDENT CONTRACTOR**

It is expressly understood and agreed that Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Owner; that Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondent superior shall not apply as between Owner and Contractor, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Contractor. No person performing any of the work and services described hereunder by Contractor shall be considered an officer, agent, servant or employee of the Owner. Further, it is specifically understood and agreed that nothing in this Contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control"

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

37.QUALIFICATIONS FOR EMPLOYMENT

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

38.PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

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

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

39.POSTING WAGE RATES

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

40.PAYMENT OF EMPLOYEES

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

41.WAGE UNDERPAYMENT AND ADJUSTMENTS

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

due. The Contractor further agrees that the amounts to be withheld pursuant to this Article may be in addition to other amounts that may be retained by the Owner pursuant to other provisions of this Contract.

42.**COMPUTATION OF WAGES ON 8 – HOUR DAY**

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

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

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

43.**OVERTIME WORK AND WORK ON SUNDAYS AND LEGAL HOLIDAYS**

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

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

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

44.**CONTRACT SECURITY**

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

45.**DELAYS**

The Contractor shall receive no compensation for delays or hindrances to the work, except when, in the judgment of the Engineer, direct or unavoidable extra cost to the Contractor is caused by such hindrances or delays. When such extra compensation is claimed, a written statement thereof shall be presented by the Contractor, as provided in Paragraph 18 hereof. Such claim, if found correct, will be approved, and the decision of the Engineer whether extra cost has been incurred and the amount thereof, shall be final. If delays are caused by specific orders to stop work, given by the Engineer, or by the performance of extra work, or by unforeseen causes beyond the control of the Contractor, or by the failure of the Owner to provide materials or necessary instructions for carrying on the work, or to provide the necessary right-of-way or site for installation, then delay will entitle the Contractor to an equivalent extension of time. Application for extension of time must be approved by the Owner and, shall not release the Sureties from their obligations, which shall remain in full force until the discharge of the Contract.

LATE COMPLETION; LIQUIDATED DAMAGES:

It is hereby understood and mutually agreed, by and between Contractor and the City, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL

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

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

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

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

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

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

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

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

CONTRACTOR AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF

ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM CONTRACTOR AS LIQUIDATED DAMAGES FOR CONTRACTOR'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

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

46.ERRORS AND OMISSIONS

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

47.SPECIFICATIONS AND DRAWINGS

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

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

48.CONSTRUCTION STAKING

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

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

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

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

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

49.SANITATION

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

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

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

50.WATER FOR CONSTRUCTION

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

51.SEQUENCE AND SPEED OF WORK

The Engineer shall direct the order and sequence of the work. If at any time before the commencement or during the progress of the work, the materials and appliances used appear to the Engineer as insufficient and improper for securing the quality of work required or the required rate of progress, he may order the Contractor to increase their efficiency or to improve their character and the Contractor shall conform to such order. The failure of the Engineer to demand any increase of such efficiency or improvement shall not release the Contractor from his obligations to secure the quality of work or the rate of progress specified.

52.INSPECTION AND TESTING OF MATERIAL

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

before a material or a method is approved for use on the job, unless the Owner specifically agrees to bear the cost of these tests.

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

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

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

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

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

53.**CONSTRUCTION SCHEDULE**

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

54.**PROFILES AND ELEVATIONS**

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

55.**CLEANUP**

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

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

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

56.**GUARANTEE**

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

57.**WAIVER OF ATTORNEY FEES:**

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

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

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

58.**GOVERNING LAW AND VENUE**

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

deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way that would direct application of the laws of another jurisdiction.

59.SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

60.NO THIRD – PARTY BENEFICIARY

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

61.NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

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

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

62.ASSIGNMENT

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

63.**FEDERAL WAGE REQUIREMENTS**

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

64.**PROMPT PAY ACT**

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

65.**OTHER FEDERAL REQUIREMENTS**

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

Updated October 2023

SPECIAL PROVISIONS

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

1. SCOPE OF WORK:

Included in this Project will be the State Highway 158 & Sinclair Avenue Intersection Improvement to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work.

The project will include the removal, replacement, and installation of existing and proposed storm drain and paving infrastructure and appurtenances including all necessary mobilization, saw-cutting, pavement removal, excavation, embankment, embedment, backfill, subgrade preparation, flexible base placement, compaction, form work, pavement placement, sidewalk placement, concrete joint sealing, as well as erosion control, traffic control, stabilization, coordination with City of Midland staff and organizations such as TxDOT, OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

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

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

2. ORDER OF PRECEDENCE:

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

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

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

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

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

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

3. EXAMINATION OF SITE:

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

4. PAYMENT:

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

Payment will be made for material installed, not for material delivery, for all Proposal Bid Items except those specifically listed below, which will be the only Proposal Bid Items to be paid upon material delivery for this project:

Storm Drain Bid Items: 1-3, 6 & 7

Retainage will apply the same to all bid items and invoices regardless of whether an invoice is for bid items paid upon material delivery or not.

Any and all payments for bid items that are paid upon material delivery are paid with the expectation that the material will be installed per the construction drawings and specifications, and that the material delivered will be protected and kept in good condition by the Contractor until it is installed. Material that is not property stored or protected and becomes weathered or damaged before installation must be replaced with new material meeting the standards and requirements of the construction drawings and specifications before it can be installed, and this will be done by the Contactor at no additional cost to the City of Midland.

5. SAFETY REQUIREMENTS:

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

6. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

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

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

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

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

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

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

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

7. TRAFFIC CONTROL:

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

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

1. All temporary traffic control shall be in general conformance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City Engineer or City Traffic Engineer.
2. All temporary traffic control shall be designed, installed, and maintained by competent and qualified personnel with adequate experience in traffic control.
3. All temporary traffic control involving multiple lane closures or traffic shifts, full closures of collector or arterial streets, traffic control extending through a railroad crossing, or any setup reasonably determined by the City to be "complex", shall be implemented only by a contractor with specific experience and expertise in the field of traffic control (i.e., a qualified "barricade company").
4. A Traffic Control Plan (TCP) shall be submitted to the Engineering Services Department, Construction Manager, in advance of any work in the right-of-way that impacts traffic. No work shall occur until an approved TCP has been returned to the Contractor.
5. A copy of the approved TCP shall be kept in the possession of the person responsible for supervising the traffic control at all times while working in the right-of-way. The approved TCP shall be presented to City staff or law enforcement upon demand at any time.
6. Depending on site conditions and the nature of the work, temporary traffic control may be approved by the City for either of the following:
    a. All Times – All traffic control, including closures, may remain in place 24 hours per day until expiration of the approved TCP.

b. Off-Peak Only – Lane or road closures are NOT permitted from 6:00-9:00 AM and 4:00-7:00 PM on weekdays (Monday through Friday). Other traffic control not related to lane or road closures may remain in place 24 hours per day until expiration of the approved TCP.

7. The contractor setting the temporary traffic control shall be responsible for the maintenance and upkeep of all signs, barricades, and other devices, at all times.
    a. All temporary traffic control setups shall be maintained at least one time per day, including weekends and holidays.
    b. More frequent maintenance shall be performed as needed, with particular emphasis to following up after severe weather events or during times of high winds.
    c. Maintenance shall include:
        i. Verifying and correcting the location and orientation of all signs, barricades, and other devices;
        ii. Keeping signs and reflective areas of barricades and other devices clean and free of dirt buildup so as to maintain appropriate visibility and legibility; and
        iii. Ensuring the proper location, orientation, and operation of arrow boards or message boards, if present.
8. Arrow boards shall be required for lane closures under the following conditions:
    a. On roadways with a posted speed limit of 55 MPH or greater, for closures lasting more than one (1) hour;
    b. On roadways with a posted speed limit of 45 MPH or greater, for closures lasting more than four (4) hours;
    c. On any roadway if lanes will remain open to traffic travelling in the same direction on both sides of a closed lane during any overnight hours (from 7:00 PM to 6:00 AM); and

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

8. DETOURS:

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

9. PROPERTY AND RIGHT-OF-WAY ACCESS:

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

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

10. PROPERTY AND RIGHT-OF-WAY SERVICE:

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

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

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

11. CONSTRUCTION SCHEDULE:

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

12. CONSTRUCTION STAKING:

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

13. SURVEY:

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

14. CONSTRUCTION MATERIALS:

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

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

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

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

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

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

15. EROSION CONTROL:

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

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

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

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

16. WASTE MATERIAL:

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

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

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

17. TESTING:

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

Required testing includes:

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

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

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

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

D. Every 4 alley approaches or driveway approaches.

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

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

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

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

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

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

18. COMPLIANCE:

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

19. PERSONNEL:

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

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

20. INTENT OF THE PROPOSAL:

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

21. CONTRACT DEADLINE:

The deadline for substantial completion of this project is 120 calendar days total starting from the Notice to Proceed date.

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

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

22. WARRANTY PERIOD:

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

23. BID PACKET COMPLETION ITEMS OF NOTE:

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

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

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

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

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

Form Revised October 2023

PROPOSAL

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

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

State Highway 158 & Sinclair Avenue Intersection Improvement

P23-02

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	4 MO	Mobilization, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M1)	$_____	$_____
2)	4 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M2)	$_____	$_____
3)	4 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M3)	$_____	$_____
4)	4 MO	Traffic Control, 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_____ _

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
6)	N/A	Labor Mark-up (Regular Work Hours), complete and in place, for the sum of: _____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		$_____		

Base Bid: Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	7.4 AC	Preparation of Right-of-Way, complete and in place, for the sum of: _____dollars and _____cents per acre. (Pay Note D1)	$_____	$_____
2)	9,445 SY	Unclassified Roadway Excavation (Depth ≤ 24"), complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D2)	$_____	$_____
3)	10,865 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D3)	$_____	$_____
4)	810 SY	2" Milling Unclassified Asphalt Pavement, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D4)	$_____	$_____
5)	247 SY	Removal & Dispose of Existing Unclassified Concrete Pavement, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D5)	$_____	$_____
6)	1,607 LF	Removal & Dispose of Existing Concrete Curb & Gutter, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D6)	$_____	$_____
7)	249 SY	Removal & Disposal of Existing Median Landscape Area (Decorative Concrete & Rock), complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D7)	$_____	$_____

Base Bid: Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	1 EA	Removal & Disposal of Existing Sign, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note D8)	$_____	$_____
Total Demolition Items 1-8		$_____		

Base Bid: Storm Drain Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	180 LF	24" Reinforced Concrete Pipe (RCP), Storm Drain, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note SD1)	$_____	$_____
2)	467 LF	24" ASTM F2619, HDPE, Storm Drain, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note SD1)	$_____	$_____
3)	1 EA	Pipe Anchors & Runners for Concrete Headwall, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note SD2)	$_____	$_____
4)	148 SY	6" Concrete Flume, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note SD3)	$_____	$_____
5)	138 SY	12" Rock Rip-Rap, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note SD4)	$_____	$_____
6)	1 EA	5' X 5' Precast Concrete Area Zone Drain, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note SD5)	$_____	$_____
7)	1 EA	4' X 4' Precast Concrete Area Zone Drain, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note SD5)	$_____	$_____
Total Storm Drain Items 1-		$_____		

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	21,216 SY	Subgrade Preparation (Depth ≤ 8”), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P1)	$_____	$_____
2)	1769 TON	2” Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per ton. (Pay Note P2)	$_____	$_____
3)	959 TON	3” Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per ton. (Pay Note P3)	$_____	$_____
4)	12,508 SY	12” Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P4)	$_____	$_____
5)	3,973 GAL	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P5)	$_____	$_____
6)	1,987 GAL	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P6)	$_____	$_____
7)	2,255 SY	4” Concrete Median, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P7)	$_____	$_____

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	358 SY	6" Concrete Fillet, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P8)	$_____	$_____
9)	307 SY	6" Concrete Valley Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P9)	$_____	$_____
10)	21 SY	Concrete Scupper, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P10)	$_____	$_____
11)	2,907 LF	Type A Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P11)	$_____	$_____
12)	5,013 LF	Ribbon Curb for Median, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P12)	$_____	$_____
13)	93 SY	Concrete Pedestrian Access Ramp, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P13)	$_____	$_____
14)	1,001 SY	4" Concrete Sidewalk, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P14)	$_____	$_____
Total Paving Items 1-14		$_____		

Base Bid: Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	7,576 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (6" White, Solid), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
2)	3,575 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (6" White, Broken), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
3)	849 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (6" Yellow, Solid), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T)	$_____	$_____
4)	79 LF	Retroreflectorized Pavement Markings, TxDOT (24" Yellow), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
5)	164 LF	Retroreflectorized Pavement Markings, TxDOT (24" White), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
6)	16 EA	Retroreflectorized Pavement Markings, TxDOT (24" White, Arrow), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T2)	$_____	$_____

Base Bid: Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
7)	244 LF	Retroreflective Pavement Markings, TXDOT Item 666-Crosswalk Striping, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T1)	$_____	$_____
8)	1 LS	Intersection Signals & Electrical [State Highway 158 & Sinclair Avenue], furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per lump sum. (Pay Note T3)	$_____	$_____
Total Traffic Items 1-8		$_____		

Bid Price For:	
1. Miscellaneous Items	$_____
2. Demolition Items	$_____
3. Water Items	$_____
4. Wastewater Items	$_____
5. Storm Drain Items	$_____
6. Paving Items	$_____
7. Traffic Items	$_____
Total Price	$_____

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

_____dollars

and _____ cents total.

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

Bidder agrees to substantially complete all work within _120_ calendar days after receipt of notice to proceed.

PUBLIC INFORMATION

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

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

_____dollars

and _____ cents total. ($_____)

which it is agreed shall be collected and retained by the owner as liquidated damages in the event this proposal is accepted by the Owner within thirty days (30) after the date advertised for the reception of bids and the undersigned fails to execute the contract and required bonds with the owner, under the conditions

thereof, within (15) days after the date said proposal is accepted; otherwise said check or bond shall be returned to the undersigned on demand.

Name of Contractor		
Submitted By	Print Name and Title	
Mailing Address		
City	State	Zip

PAY NOTES

State Highway 158 & Sinclair Avenue Intersection Improvement project

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Erosion/Sediment Control	M2
3	Traffic Control	M3
4	Job Site Safety	M4
5	Material Mark-up	M5
6	Labor Mark-up (Regular Work Hours)	M6
7	Equipment Rental Mark-up (Non-Standard Equipment Only)	M7
Demolition Items		
1	Preparation of Right-of-Way	D1
2	Unclassified Roadway Excavation (Depth ≤ 24")	D2
3	Removal & Disposal of Existing Unclassified Pavement	D3
4	2" Milling Unclassified Asphalt Pavement	D4
5	Removal & Disposal of Existing Unclassified Concrete Pavement	D5
6	Removal & Disposal of Existing Concrete Curb & Gutter	D6
7	Removal & Disposal of Existing Median Landscape Area (Decorative Concrete & Rock)	D7
8	Removal & Disposal of Existing Sign	D8
Storm Drain Items		
1	24" Reinforced Concrete Pipe (RCP), Storm Drain	SD1
2	24" ASTM F2619, HDPE, Storm Drain	SD1
3	Reinforced Concrete Headwall	SD2
4	6" Fiber Reinforced Concrete Flume	SD3
5	12" Rock Rip-Rap (D_{50} = 8")	SD4
6	5'x5' Precast Concrete Area Zone Drain	SD5
7	4'x4' Precast Concrete Area Zone Drain	SD5
Paving Items		
1	Subgrade Preparation (Depth ≤ 8")	P1
2	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick)	P2
3	3" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick)	P3
4	12" Flexible Base (Type A, Grade 4)	P4
5	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	P5
6	Tack Coat (MC-30, 0.10 Gal / SY)	P6
7	4" Concrete Median	P7
8	6" Concrete Fillet	P8
9	6" Concrete Valley Gutter	P9
10	Concrete Scupper	P10
11	Type A Concrete Curb & Gutter	P11
12	Ribbon Curb for Median	P12
13	Concrete Pedestrian Access Ramp	P13
14	4" Concrete Sidewalk	P14
Traffic Items		
1	Retroreflectorized Pavement Markings, TxDOT Item 666 - Type I (6" White, Solid)	T1
2	Retroreflectorized Pavement Markings, TxDOT Item 666 - Type I (6" White, Broken) (10' / 30')	T1
3	Retroreflectorized Pavement Markings, TxDOT Item 666 - Type I (6" Yellow, Solid/ Solid)	T1
4	Retroreflectorized Pavement Markings, TxDOT Type I (24" Yellow, 40' O.C.)	T1
5	Retroreflectorized Pavement Markings, TxDOT Type I (24" White)	T1
6	Retroreflectorized Pavement Markings, TxDOT Type I (24" White, Arrow)	T2
7	Retroreflective Pavement Markings, TXDOT Item 666 - Crosswalk Striping	T1
8	Intersection Signals & Electrical (State Highway 158 & Sinclair Avenue)	T3

PAY QUANTITY NOTES

M1 Includes the necessary equipment, labor, materials, and incidentals for all Mobilization to the job site complete and in place. Measurement and payment to be made per month.

M2 Includes the necessary equipment, labor, materials, and incidentals to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per month.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA

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

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

M6 Includes the Labor Mark-up (Regular Work Hours) for labor required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of labor in question plus the set percent increase established by this bid item. The Contractor must provide a typical hourly pay rate for work crews prior to the percent increase along with the number of workers on the crew and the number of hours worked by the crew for the project in question to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any labor. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M7 Includes the Equipment Rental Mark-up (non-standard equipment only) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards

D1 Includes the necessary equipment, labor, materials, and incidentals for Preparation of Right-of-Way per the construction drawings and City of Midland standards and specifications including removal and disposal of all obstructions from the right-of-way and easements where removal of such obstructions is not indicated in the construction drawings, all scraping and preservation of top soil, and including all clearing, grubbing, and appurtenances. Measurement and payment to be made per acre measured along the ground surface.

D2 Includes the necessary equipment, labor, materials, and incidentals for Unclassified Roadway Excavation per the construction drawings and City of Midland standards and specifications including all existing pavement and sub-structure removal, unclassified excavation, material removal, and appurtenances. Measurement and payment to be per square yard measured along the ground surface.

D3 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Pavement per the construction drawings and City of Midland standards and specifications including all saw-cutting and

D4 Includes the necessary equipment, labor, materials, and incidentals for Milling Unclassified Asphalt Pavement per the construction drawings and City of Midland standards and specifications, including all appurtenances. Pavement material is to

D5 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Concrete Pavement per the construction drawings and City of Midland standards and specifications including all pavement removal, saw-cutting, and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Measurement and payment to be made per square yard measured along the ground surface.

D6 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot.

D7 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Median Landscape Area (Decorative Concrete & Rock) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard.

D8 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Sign per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and

SD1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Storm Drains per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, necessary

SD2 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Reinforced Concrete Headwall per the construction drawings and City of Midland standards and specifications, including all forms, reinforcement, placement,

SD3 Includes the necessary equipment, labor, materials, and incidentals for the installation of Fiber Reinforced Concrete Flume per the construction drawings and City of Midland standards and specifications, including all forms, reinforcement, placement,

SD4 Includes the necessary equipment, labor, materials, and incidentals for the installation of Rock Rip-Rap per the construction drawings and City of Midland standards and specifications, including all excavation, erosion control or filter blankets,

SD5 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Precast Concrete Area Zone Drain per the construction drawings and City of Midland standards and specifications, including all embedment, base, forms,

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

P2 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "D" HMAC Asphalt Pavement Surface Course (PG 70-22, 110 LBS / SY at 1" thick) per the construction drawings and City of Midland standards and specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per ton of material placed.

P3 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "C" HMAC Asphalt Pavement Surface Course (PG 64-22, 110 LBS / SY at 1" thick) per the construction drawings and City of Midland standards and specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per ton of material placed.

P4 Includes the necessary equipment, labor, materials, and incidentals for placement of Flexible Base compacted to 95% Density, ASTM D1557, per the construction drawings and City of Midland standards and specifications including all placement, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P5 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P6 Includes the necessary equipment, labor, materials, and incidentals for application of Tack Coat (MC-30, 0.10 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P7 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Median per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P8 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Fillet per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Curb section is formed and poured monolithically with fillet and is not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

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

P10 Includes the necessary equipment, labor, materials, and incidentals for the installation of Concrete Scupper per the construction drawings and City of Midland standards and specifications, including all forms, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Scupper railing is installed with scupper and is not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

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

P12 Includes the necessary equipment, labor, materials, and incidentals for placement of Ribbon Curb for Median per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P13 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Pedestrian Access Ramp per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P14 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Sidewalk per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

T1 Includes the necessary equipment, labor, materials, and incidentals for the placement of Retroreflectorized Pavement Markings per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot placed.

T2 Includes the necessary equipment, labor, materials, and incidentals for the placement of Retroreflective Raised Pavement Markers per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per each marker placed.

T3 Includes the necessary equipment, labor, materials, and incidentals for the placement and installation of all Intersection Signals & Electrical improvements per the construction drawings and City of Midland standards and specifications, including all lights, heads, fixtures, arms, poles, buttons, pedestals, foundations, wiring, cables, boxes, cabinets, and appurtenances. Measurement and payment to be made per lump sum for each street intersection where signal and electrical improvements are made.

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written contract for the construction of State Highway 158 & Sinclair Avenue Intersection Improvement .

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised October 2023

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this _____ day of _____, 20___, by and between the City of Midland of the County of Midland and State of Texas, acting through its Mayor thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and _____ of the City _____, County of _____, State of _____, Party of the Second Part, herein-after termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the first Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows: State Highway 158 & Sinclair Avenue Intersection Improvement _____ together with appurtenances and incidentals.

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

The CONTRACTOR hereby agrees to commence work within fifteen (15) calendar days after the written notice to do so and to substantially complete the same within 120 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: _____.

INSURANCE

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

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

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

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

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

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

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

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

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

WAIVER OF ATTORNEY FEES

WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE CONTRACTOR SPECIFICALLY AGREES THAT IF THE CONTRACTOR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION

37.001, ET. SEQ., AS AMEDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

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

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

SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

GOVERNING LAW AND VENUE

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

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

VERIFICATION

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

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

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

RECORDS RETENTION AND PRODUCTION OF INFORMATION

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

PUBLIC INFORMATION

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

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

Parties of the First Part (Owner)

By: _____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentely-German, City Secretary

APPROVED ONLY AS TO FORM:

By: _____
John Ohnemiller, City Attorney

By: _____
Party of the Second Part (CONTRACTOR)

By: _____
Title

THE STATE OF _____ §

COUNTY OF _____ §

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

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

_____
Notary Public

Form Revised October 2023

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 State Highway 158 & Sinclair Avenue Intersection Improvement , 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 October 2023

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 State Highway 158 & Sinclair Avenue Intersection Improvement, hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

CERTIFICATE OF PAYMENT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

__State Highway 158 & Sinclair Avenue Intersection Improvement___

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 October 2023

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.

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CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS,

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP

1. GENERAL

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

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

2. MATERIALS

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

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

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

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

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

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

3. CONSTRUCTION METHODS

GENERAL

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

CURB AND GUTTER

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

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

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

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

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

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

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

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

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

DRIVEWAYS AND ALLEY RETURNS

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

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

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

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

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

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

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

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

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

CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS

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

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

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

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

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

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

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

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

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

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

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

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

SIDEWALKS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONCRETE RIP RAP

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

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

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

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

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

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

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

When no slope grade is given on the plans the slope gradient shall be l:l.

Unless listed separately on the bid proposal, slope pavement shall be measured and paid for as sidewalk.

4. BACKFILL AND CLEANUP

GENERAL

Backfill and clean up are an integral part of the various items covered by this specification and must be completed for each item before that item will be considered for payment.

CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS

Backfill and clean up for concrete structures within the paved areas of streets, alleys, etc. shall receive special attention to assure the integrity of the street pavement.

Structures constructed in previously paved areas shall have sufficient surface removed along with base and subgrade where necessary to set full face forms for the concrete. As soon as the forms are removed all loose material shall be removed from the form trench and the trench filled to the base level with Portland cement stabilized backfill material

consisting of two (2) sacks Portland cement to one (l) cubic yard of caliche base material or one (l) cubic yard "blow sand". When the cement stabilized backfill has cured the pavement edge shall be saw cut to provide true and straight lines and the pavement restored to its original or revised grade using Hot mix asphaltic concrete conforming to the requirements of Section 2-F of these specifications.

For structures constructed on previously prepared subgrade or base course, clean up and backfill shall be considered complete when the subgrade or base course has been made ready to receive the next course.

When a structure is constructed on a finished base course and it is necessary to remove base material to set forms, backfill and cleanup shall be as described for previously paved areas and shall be considered complete when the base course is made ready to receive the surface course or courses.

BACKFILL BEHIND CURBS AND ALONG SIDEWALKS

Backfill behind curbs and along sidewalks that is to be grassed shall be made using good top soil. Top soil shall be free of caliche, rocks, clods, lumps, debris and other objectionable material. This backfill shall be compacted to at least the density of undisturbed adjacent soil but not less than 85% modified proctor.

Backfill behind curbs and along sidewalks that is to receive paving shall be constructed to conform to the base and subgrade of the adjacent paving and shall be compacted to 95% modified proctor. Or the contractor may elect to backfill to the top of the base with two (2) sack cement stabilized backfill.

In undeveloped areas and in areas where no sidewalks exist the contractor shall slope from the back of the curb to a maximum height of 1/4 inch per foot rise from the top of the curb to the property line on a straight line grade. The minimum elevation at the property lines shall be top of curb elevation.

In deeper cut areas slope paving may be required. When slope paving is required it shall be constructed to the lines and grades shown on the plans. Backfill and shaping beyond the slope paving shall be in accord with the applicable portions of this specification.

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

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

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CONCRETE STRUCTURES

1. GENERAL

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

2. MATERIALS

CONCRETE

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

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

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

3. CONSTRUCTION

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

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FLEXIBLE BASE, CALICHE

1. GENERAL

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

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

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

2. MATERIALS

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

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

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

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

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

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

3. CONSTRUCTION

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

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

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

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

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

4. TESTING

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

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

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

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

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

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BITUMINOUS PRIME

1. GENERAL

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

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

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

2. MATERIALS

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

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

3. CONSTRUCTION METHODS

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

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

BITUMINOUS TACK

1. GENERAL

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

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

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

2. MATERIALS

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

3. CONSTRUCTION METHODS

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

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

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

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

HOT MIX ASPHALTIC CONCRETE

I. GENERAL

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

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

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

2. MATERIALS

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

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

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

(b) Decantation: Maximum 2.0 percent by weight

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

(a) Plasticity Index: Maximum of 6.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Asphalt - Plus or Minus 0.3 percent.

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

Minimum	Maximum	Optimum
96	98	97

(d) Stability: Minimum of 35 Hveem

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

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

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

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

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

3. CONSTRUCTION METHODS

A. GENERAL

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

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

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

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

B. PLACING

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

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

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

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

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

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

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

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

C. COMPACTION AND FINISHING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. FIELD QUALITY CONTROL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The reduced rate shall apply to the entire lot.

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

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

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

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

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

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

5. ADDITIVES

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

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

DOUBLE COURSE ASPHALT SURFACE TREATMENT

1. SCOPE

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

2. MATERIALS

2.1 Asphalt

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

Viscosity Grade AC-5
Texas Highway Department 1982 Specifications

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

Tests on residues from thin film oven test:

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

Spot Test – negative for all grades.

2.2 Aggregate

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

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

Double Asphalt Surface Treatment

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

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

3. CONSTRUCTION METHODS

3.1 Preparation of base

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

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

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

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

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

3.2 Handling and Applying Asphalt

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

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

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

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

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

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

3.3 Application of Aggregate

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

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

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

3.4 Rate of Application of Materials

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

Double Asphalt Surface Treatment

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

3.5 Cleanup

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

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

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

3/2006

PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL COAT

1. GENERAL

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

2. MATERIALS

a. Asphalt

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

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

b. Portland Cement Stabilized Base

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

3. PATCHING

a. Patching Surface Raveling

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

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

b. Patching Deteriorated Surface

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

c. Patching Deteriorated Substructure

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

4. MILLING

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

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

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

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

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

5. MEASUREMENT AND PAYMENT

a. Patching Surface Raveling

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

b. Patching Deteriorated Surface

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

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

c. Portland Cement Stabilized Base

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

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

d. Saw Cutting

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

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

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

e. Milling

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

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

01/04

SEAL COAT

I. DESCRIPTION

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

II. MATERIALS

A. Asphaltic Materials

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

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

B. Storage, Heating and Application Temperatures

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

Applications and Mixing

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

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

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

C. Additives

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

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

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

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

The finished latex-asphalt shall meet the following requirements:

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

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

D. Regular Aggregate

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

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

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

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

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

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

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

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

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

E. Precoated Aggregate

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

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

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

F. Joint Paper

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

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

G. Delivery Tickets

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

III. CONSTRUCTION METHODS

A. Equipment

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

1. Asphalt Handling Equipment

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

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

2. Drag Broom

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

3. Pneumatic-tire Roller

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

4. Aggregate Spreader

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

5. Miscellaneous Equipment

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

6. Truck Scale

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

B. Surface Preparation

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

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

C. Application of Bituminous Material

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

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

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

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

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

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

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

D. Application of Aggregate

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

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

E. Rolling

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

F. Stockpiling

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

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

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

G. Cleanup

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

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

H. Maintenance

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

IV. MEASUREMENT

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

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

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

V. PAYMENT

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

08/07

ASPHALT - RUBBER SEAL COAT

(Stress Absorbing Membrane)

1. SCOPE

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

2. PREQUALIFICATION OF A NEW ASPHALT-RUBBER MATERIAL

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

3. MATERIALS

3.1 Asphalt

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

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

3.2 Granulated Reclaimed Rubber

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

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

following requirements:

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

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

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

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

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

3.3 **Diluent**

The diluent shall have the following properties:

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

3.4 **Asphalt - Rubber**

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

Asphalt Cement
Source of Asphalt Cement

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

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

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

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

3.5 **Cover Aggregate**

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

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

4. **EQUIPMENT**

4.1 **General**

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

4.2 **Asphalt-Rubber Equipment**

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

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

4.2.1 An asphalt heating tank with a hot oil heat transfer system or retort heating system capable of heating asphalt cement to the necessary temperature for blending with the granulated rubber. This unit shall be capable of heating a minimum of 3,000 gallons of asphalt cement.

4.2.2 An asphalt-rubber mechanical blender with a two stage continuous mixing process capable of producing a homogenous mixture of asphalt cement and granulated rubber, at the mix design specified ratios, as directed by the engineer. This unit shall be equipped with a granulated rubber feed system capable of supplying the asphalt cement feed system, as not to interrupt the continuity of the blending process. A separate asphalt cement feed pump and finished product pump are required. This unit shall have both an asphalt cement totaling meter in gallons and a flow rate meter in gallons per minute.

4.2.3 A truck mounted self powered distributor truck equipped with a retort heating unit, and an internal mixing device capable of maintaining a uniform mixture of asphalt cement and granulated rubber. It shall be equipped with a full circulating spreader bar and a pumping system capable of applying asphalt-rubber material within +/- .05 gallons per square yard tolerance of the specified application rate and must give a uniform covering of the surface to be treated. The distributor shall have a boot board on the rear of the vehicle and a bootman shall accompany the distributor. The bootman shall ride in a position so that all spray bar tips are in full view and readily accessible for unplugging if a plugged tip should occur. The distributor shall also include a tachometer, pressure gauge, volume measuring device and a thermometer.

4.3 Cover Material Spreader

The cover material (chip) spreader shall be a self-propelled machine with an aggregate receiving hopper in the rear, belt conveyors to carry the aggregate to the front, and a spreading hopper equipped with a full-width distribution auger and spread roll. The spreader shall be in good mechanical condition and be capable of applying the cover material uniformly across the spread at the specified rate.

4.4 Rolling Equipment

A minimum of three operational self-propelled pneumatic-tired rollers shall be used for the required rolling of the cover material. The pneumatic tired rollers shall carry a minimum loading of 3,000 pounds on each wheel and a

minimum air pressure of 100 pounds per square inch in each tire.

4.5 **Hauling Equipment**

Trucks for hauling cover material shall be tailgate discharge and shall be equipped with a device to lock onto the hitch at the rear of the cover material spreader. Haul trucks shall also be compatible with the cover aggregate spreader so that the dump bed will not push down on the spreader when fully raised or have too short a bed which results in aggregate spillage while dumping into the receiving hopper.

5. **CONSTRUCTION**

5.1 **General**

Streets to receive the asphalt-rubber stress absorbing membrane or seal coat shall be prepared in accord with Section 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal Coat" of these specifications.

Immediately prior to the application of the asphalt-rubber membrane, the surface shall be thoroughly cleaned in order to insure adequate adhesion of the asphalt-rubber to the pavement.

Due to the handling characteristics of asphalt-rubber, when radii and other irregular areas are to be sealed it is recommended that this be done with an RS or CRS chip seal emulsion or paving grade asphalt cement.

5.2 **Asphalt-Rubber Mixing and Reaction**

The percentage of granulated rubber shall be 23 percent plus or minus 3 percent by weight of total asphalt-rubber mixture, the exact granulated rubber content shall be as determined by the mix design submitted by the asphalt-rubber supplier. During membrane placement the granulated rubber percentage shall not fluctuate more than 1 percent by weight of total asphalt-rubber mixture.

The temperature of the asphalt cement shall be between 350^{o} and 400^{o} F at the addition of the granulated rubber. The asphalt and rubber shall be combined and mixed together in the asphalt-rubber blending unit and reacted in the distributor for a period of time as required by the engineer which shall be based on laboratory testing by the asphalt-rubber supplier. The temperature of the asphalt-rubber mixture shall be above 350^{o} F during the reaction period.

After the reaction between asphalt cement and granulated rubber has occurred, the viscosity of the hot asphalt-rubber-mixture may be adjusted for spraying and/or better "wetting" of the cover material by the addition of a diluent. The diluent shall comply with the requirements of Section 3.3 and shall not exceed 7.5 percent by volume of the hot asphalt-rubber mixture.

When a job delay occurs after full reaction, the asphalt-rubber may be allowed to cool. The asphalt-rubber shall be reheated slowly just prior to application but not to a temperature exceeding 350° F. An additional quantity of diluent not exceeding 3 percent by volume of the hot asphalt-rubber mixture may be added after reheating.

5.3 Application of Asphalt-Rubber Material

Placement of the asphalt-rubber membrane shall be made only under the following conditions.

1. The pavement surface temperature shall be 45° F and rising.

2. The pavement surface is clean and absolutely dry.

3. The wind conditions are not excessive.

4. All construction equipment such as asphalt-rubber distributor, cover material spreader, haul trucks with cover material, and rollers are in position and ready to commence membrane placement operations.

5. Rain is not imminent.

The asphalt-rubber mixture shall be applied at a temperature of 300° to 350° F at a rate of between .55 and .65 gallons per square yard. Transverse joints shall be constructed by placing building paper across and over the end of the previous asphalt-rubber application. Once the spraying has progressed beyond the paper, the paper shall be removed immediately and disposed of as directed by the engineer. All longitudinal joints shall not exceed a four inch overlap.

5.4 Application of Cover Material

Cover material shall be applied immediately to the asphalt-rubber after spreading at a rate of 25 to 35 pounds per square yard.
At the time of application to the asphalt-rubber, cover material shall be

surface dry so as to gain proper adhesion to the asphalt-rubber material.

5.5 Rolling

At least three operational pneumatic-tired rollers complying with the requirements of Section 4.4 shall be provided to accomplish the required embedment of the cover material. At some project locations or where production rates dictate, fewer rollers may be utilized as directed by the engineer. At no time shall there be less than two operational pneumatic tired rollers on a project.

Sufficient rollers shall be used for the initial rolling to cover the width of the aggregate spread with one pass. The first pass shall be made immediately behind the cover material spreader, and if the spreading is stopped for an extended period, the cover material spreader shall be moved ahead or off the site so that all cover material may be immediately rolled. Four complete passes with rollers shall be made with all rolling completed within one hour after the application of the cover material.

5.6 Traffic Control

Except when it is necessary that hauling equipment must travel on the newly applied membrane, traffic of all types must be kept off the membrane until it has had time to set properly. The speed of all hauling equipment shall not exceed 15 miles per hour when traveling over a membrane which is not adequately set. The minimum traffic free period shall not be less than one hour.

5.7 Removing Loose Cover Material

Sweeping can begin a minimum of one hour after membrane placement.

5.8 Method of Measurement and Basis of Payment

5.8.1 Asphalt-Rubber

a) Measurement will be made of the actual number of gallons of Asphalt-Rubber including asphalt placed in accord with these specifications.

b) Payment will be made at the price bid per gallon of Asphalt-Rubber in the bid proposal and will be full compensation for furnishing all asphalt, rubber, extender and for all labor,

equipment and incidentals for placing the asphalt-rubber on the Street surface.

5.8.2 **Cover Aggregate**

a) Measurement will be made of the actual number of tons of pre-coated aggregate placed in accord with these specifications.

b) Payment will be made at the price bid per ton of pre-coated aggregate in the bid proposal and shall be full compensation for furnishing all pre-coated aggregate and for all labor and equipment including rollers and rolling for the complete surface in place.

5.8.3 **Rolling**

a) No measurement will be made of rolling but rolling shall be considered as incidental to placing of the cover aggregate.

b) No separate payment will be made for rolling. The cost of rolling shall be included in the price per ton of cover aggregate in the bid proposal.

5.8.4 **Anti strip agent**

a) Anti stripping agent, when used, shall be measured by the gallon.

b) Payment for anti stripping agent shall be made at the price per gallon of anti stripping agent bid in the bid proposal.

08/07

POLYMER MODIFIED SLURRY SEAL (MICRO-SURFACE)

I. SCOPE

This specification covers the design, application, testing, quality control and measurement and payment for a complete in place "polymer modified micro surface" constructed on existing paved surfaces cleaned and prepared in accordance with the item 2-C-1 "PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL".

2. DESCRIPTION

This specification covers all materials, equipment, construction and application procedures for rut filling and/or surfacing of existing paved surfaces. The micro-surfacing shall be a mixture of cationic polymer modified asphalt emulsion, mineral aggregate, mineral filler, water and other additives, properly proportioned, mixed and spread on the paved surface in accordance with this guideline and as directed by the Engineer.

3. MATERIALS

3.1 Emulsified Asphalt

(1.) The emulsified asphalt shall be a cationic emulsified type, designated as CSS-1P and shall comply with the following requirements.

	Min.	Max.
Viscosity, Saybolt Furol, 25 C (77 F), Sec.	**20**	**100**
Storage Stability test, one day, percent	**-**	**1**
Particle charge test		**Positive**
Sieve test, percent	**-**	**0.1**
Distillation:		**-** **-**
Oil distillate, by volume of emulsion, %	**-**	**0.5**
Residue, %		**62** **-**
Test on Residue from Distillation:		
Penetration, 77 F, 100 g, 5 seconds	**55**	**90**
Ductility, 77 F, 5 cm/min, cm	**70**	**-**
Solubility in trichloroethylene , %	**97**	**-**
Softening Point, R. & B., F	**135**	**-**
Viscosity, absolute 60 C (140 F), Poise		**8000** **-**

This standard distillation procedure shall be modified as follows: The temperature on the lower thermometer shall be brought slowly to 350 degrees plus or minus 10 degrees F and maintained at this point for 20 minutes. Complete the total distillation in 60 plus or minus 5 minutes from the first application of heat.

(2). The emulsion shall be modified with an approved Polymer. The distillation residue of the modified emulsion shall contain a minimum of three percent (3%) polymer solids by weight. The modified emulsion shall pass all applicable storage and settlement tests. The polymer material shall be milled into the emulsion or blended into the asphalt cement prior to the emulsification process. The cement-mixing test shall be waived for this emulsion.

(3). The polymer modified emulsified asphalt shall be so formulated that when the paving mixture is applied with the relative humidity at not more than 50% and the ambient temperature at least 75^{o} F, the paving mixture will sufficiently cure so that uniformly moving traffic can be allowed in approximately one hour. Locations such as driveways, Intersections and where sharp turning may take place or where vehicles may accelerate sharply, additional curing time may be required.

(4). The contractor shall notify the Engineer of the source of his asphaltic material prior to the design or production of the surfacing mixture and this source shall not be changed during the course of the project, except on written permission by the Engineer.

3.2 Mineral Aggregate

(1) Description. One Hundred percent (100%) of the mineral aggregate shall be crushed and shall be composed of clean, tough and durable particles of traprock, granite, sandstone or other approved aggregates. A sand equivalent of 65 or higher is required. The aggregate shall have a weight loss of not more than 12% when sodium sulfate is used or 18% when magnesium sulfate is used in accordance with Test Method Tex-411-A, using 5 cycles. The aggregate shall be one that has proven resistant to polishing in roadway surfacing.

(2.) Grades. When tested by Test Method Tex-200-F, Part I, the gradation requirements shall be as follows:

Grade 1 (Fine Graded Surface Course)	Percent Aggregate By Weight
Passing 3/8" sieve	100
Passing No. 4 sieve	98-100
Passing No. 8 sieve	75 -90
Passing No. 16 sieve	50- 75
Passing No. 30 sieve	30- 50
Passing No. 50 sieve	18- 35
Passing No. 200 sieve	5 -15

Grade 2 (Coarse Graded Surface Course)	Percent Aggregate By Weight
Passing 1/2" sieve	100
Passing 3/8" sieve	99-100
Passing No.4 sieve	86- 94
Passing No. 8 sieve	45- 65
Passing No. 16 sieve	25- 46
Passing No. 30 sieve	15 - 35
Passing No. 50 sieve	10 - 25
Passing No. 200 sieve	5- 15

(3.) Mineral Filler. Mineral filler shall be non-air entrained Portland cement that is free of lumps or foreign matter.

3.3 Water

The water shall be portable and shall be free of harmful soluble salts.

3.4 Other Additives

Additives supplied by the emulsion manufacturer may be added to the emulsion mix or to any of the component materials to provide control of the set time in the field.

4. LABORATORY EVALUATION

4.l General

Before work commences, the contractor shall submit a signed mix design covering the specific materials to be used on the project. This design shall be performed by the contractors or suppliers laboratory or by a qualified laboratory chosen by the owner. Once the materials are approved, no substitution will be permitted, unless first tested and approved by the laboratory preparing the mix design. The cost of mix design shall be born by the contractor.

4.2 Designing Job Mix

The qualified laboratory shall develop the job mix design and present certified test results for the contractor approval. Compatibility of the aggregate and modified CSS-1P shall be verified by the mix design. The mix design must be made using samples taken from the actual materials proposed for use in the project and in accordance with the procedures and requirements of Article 5.1 below.

5. PAVING MIXTURE

5.1 Mixture Design.

The mix shall be designed in accordance with Texas State Highway Department Bulletin C-14 and Test Method Tex-204-F, using Test Method Tex-227-F to supplement Test Method Tex-201-F and Tex-202-F to conform to the requirements herein. The above laboratory mixing and curing procedures may be modified as approved by the Engineer. The emulsified asphalt content will be selected by the Engineer to provide an optimum laboratory compacted density within the range of 94 to 97%. A minimum Hveem stability of 35 is required for placements exceeding a depth of twice the maximum aggregate size.

This is a mix design requirement, to be verified by testing of trial batch material prior to placement of project material. Hveem Stability testing will be performed by the selected laboratory. The Engineer will determine the frequency of job control density and stability testing. The Contractor shall furnish the mix design for the type of mixture specified together with applicable design worksheets and data. The Bulk Specified Gravity will be determined for each aggregate to be used in the design mixture. If the determined values vary by 0.300 or more, the mixture design will be by the Volumetric Method, Test Method Tex-204-F, Part II. To substantiate the design, trial mixtures will be produced and tested using all of the proposed project materials and equipment prior to any placement. The Engineer may waive trial mixtures if the same design has been proven to be in conformance with these requirements.

5.2 Composition of Mixture.

The Engineer shall approve the design mix and all micro-surfacing materials and methods prior to use and shall designate the proportions to be used within the following limits.

Residual Asphalt	**6 to 9 percent by weight of dry aggregate or 13.5 to 23 percent by volume of the aggregate**
Mineral Filler	**0.5% to 3.0% by dry weight of aggregate**
Modifier	**As required to provide the specified properties**
Water	**As required to provide proper consistency**

5.3 Type

The paving mixture shall consist of a uniform mixture of coarse aggregate, fine aggregate and asphaltic material. The mix may also contain mineral filler and/or additives when required.

The mixture shall be designed so that the mineral aggregate will produce a gradation, which conforms to the limitations for the master grading for the type specified herein. The gradation will be determined in accordance with Test Method Tex-200-F (Dry Sieve Analysis) and shall be based upon aggregate only. The amount of asphaltic material shall conform to the limitation for the type specified.

The aggregate grade shall be as shown on the plans. If no grade is shown on the plan grade 2 aggregate shall be used.

5.4 Tolerances

The aggregate portion of the paving mixture produced shall not vary from the design gradation by more than the tolerances that follow. The material passing the No. 200 sieve is further restricted to conform to the limitations for the master grading for the type specified. The asphaltic material portion of the paving mixture shall not vary from the design amount by more than the allowed tolerance and is also restricted to conform to the master limits. The method of test for determining the aggregate gradation and asphalt content of the mixture shall be Test Method Tex-210-F or other methods of proven accuracy.

	Percent by Weight or Volume as Applicable
Passing 3/8" sieve, retained on No. 4 sieve	**Plus or minus 5**

Passing No. 4 sieve, retained on No. 8 sieve	**Plus or minus 5**
Total retained on No. 8 sieve	**Plus or minus 5**
Passing No. 8 sieve, retained on No. 16 sieve	**Plus or minus 3**
Passing No. 16 sieve, retained on No. 30 sieve	**Plus or minus 3**
Passing No. 30 sieve, retained on No. 50 sieve	**Plus or minus 3**
Passing No. 50 sieve, retained on No. 200 sieve	**Plus or minus 3**
Passing No. 200 sieve	**Plus or minus 2**

Asphaltic Material Plus or minus 0.5 by wt. or l.2 by vol.

6. EQUIPMENT

6.1 General.

All equipment for the handling of all materials and mixing and placing of the mixture shall be maintained in good repair and operating condition and subject to the approval of the Engineer. Any equipment found to be defective and potentially affecting the quality of the paving mixture will be replaced or, at the option of the Contractor, satisfactorily repaired. It will be the contractor responsibility to prove to the Engineer that the repaired equipment is properly functional.

6.2 Mixing and Proportioning Equipment.

(1.) The material shall be mixed by a self-propelled micro-surfacing mixing machine which shall be a continuous flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, field control additive and water to a revolving multi-blade twin shafted mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, field control additive and water to maintain an adequate supply to the proportioning controls. The machine shall be equipped with self-loading devices, which provide for the loading of all materials while continuing to lay micro surfacing.

The machine shall be equipped with opposite side driving stations to optimize longitudinal alignment. The machine shall be equipped to allow the mix operator to have full hydrostatic control of the forward and reverse speed during application of the micro-surfacing material.

The self-loading devices, opposite side driving stations and forward and reverse speed controls shall be original equipment manufacturer design.

(2). Individual volume or weight controls for proportioning each material to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked.

(3) The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time.

(4) The emulsion pump shall be a positive displacement type and shall be equipped with a revolution counter or similar device so that the amount of emulsion used may be determined at any time.

(5.) The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box.

(6.) The mixing machine shall be equipped with an approved fines feeder that shall provide a uniform, positive, accurately metered, predetermined amount of the specified mineral filler.

6.3 Spreading Equipment.

The paving mixture shall be spread uniformly by means of a mechanical type spreader box attached to the mixer, equipped with paddles, screws or augers to agitate and spread the materials throughout the box. A front seal shall be provided to insure no loss of the mixture at the road contact surface. The rear seal shall act as a final strike off and shall be adjustable and shall break in the middle so that the screed can be adjusted to fit the crown of the street including inverted crowns. The rear seal carrier shall be capable of being fitted with a rubber seal or a steel strike off bar.

The spreading equipment shall be readily adjustable in width so that laying widths can be changed without undue delay before starting each pass if necessary.

The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The seam where two spreads join, shall be neat appearing and uniform.

7. STOCKPILING AND STORAGE.

7.1 Aggregate Storage.

If the mineral aggregates are stored or stockpiled, they shall be handled in such a manner as to prevent segregation, mixing of the various materials or sizes, and contamination with foreign materials. The grading of aggregates proposed for use and as supplied to the mixing plant shall be uniform. Suitable equipment of acceptable size shall be furnished by the Contractor to work the stockpiles and prevent segregation of the aggregates. The mineral aggregate shall be screened and weighed at the contractor stockpile prior to job site delivery. The Engineer shall approve screens and scales.

7.2 Storage and Heating of Asphaltic Materials.

The asphaltic material storage shall be ample to meet the requirements of the plant. Asphalt shall not be heated to a temperature in excess of that specified
in the Item "Asphalt's, Oils and Emulsions" Texas Highway Department 1982 Standard Specifications. All equipment used in the storage and handling of asphaltic material shall be kept in a clean condition at all times and shall be operated in such manner that there will be no contamination with foreign matter.

8. CONSTRUCTION METHODS

8.1 General

It shall be the responsibility of the Contractor to produce, transport, and place the specified paving mixture in accordance with these specifications and as approved by the Engineer.

8.2 Street Preparation

Prior to starting the micro-surfacing operation, streets designated to be surfaced shall be prepared in accordance with item 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal".

8.3 Weather Limitations.

The material shall be spread only when the atmospheric temperature is at least fifty (50 degrees) F and rising and the weather is not foggy or rainy. No material will be placed when the surface on which it is to be placed is below 50^{o} F.

8.4 Final Surface Preparation

Immediately before placing the micro-surface, the area to be sealed shall be thoroughly cleaned of all vegetation, loose aggregate and soil, and moistened. Water for prewetting the surface shall be applied immediately ahead of the spreader box by use of a pressure spray bar equipped with nozzles that produce a fine mist. The rate of application of water shall be sufficient to dampen the entire surface without any free flowing water ahead of the spreader box. The rate of the mist spray shall be adjusted from time to time during the placing operation to accommodate changes in temperature, surface texture, humidity and dryness of the pavement surface.

8.5 Placing the Mix

(1). The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of aggregate and asphalt on the surface. The finished surface shall be neat in appearance without drag marks, excessive buildup or other detracting irregularities.

(2). The speed of operation of the surfacing equipment shall be controlled by the mixer operator at forward speeds between 85 and 225 feet per minute depending on conditions and appearance of the newly placed surface.

If transverse rippling occurs the speed of the equipment shall be reduced until the ripples disappear.

(3). The Engineer shall designate either rubber seal/screed or the steel strike off screed according to the Project requirements.

(4). The depth of mixture in the spreader box shall be carefully controlled to prevent transverse ridging and premature setup of material in the corners of the box and ahead of the screed. In general the depth of mixture in the box should be approximately to the mid point of the auger-agitator.

(5). Auxiliary equipment shall be kept in good working order and free of leaks. Any truck or transport used to bring materials on to the street being surfaced that develops leaks either of the material being transported or fuel and/or oil leaks will be removed from the job site and not allowed to return until it has been thoroughly repaired.

Scales and screens used at the contractors stockpile and storage site shall be kept in good working order.

(6). Spills of surfacing materials or fuel, oil or other detrimental substances on the street ahead of the surfacing operation shall be thoroughly removed before the surface is placed. This may required the operation to be shut down until the street has been cleaned.

(7). No excessive streaks shall be left in the finished surface. When such excessive streaking occurs, the operation shall be immediately stopped and corrective action is taken before resuming the operation.

8.6 Joints

(1). Longitudinal joints shall be placed on lane lines. On residential streets an eight-foot parking lane will be assumed with the centerline being the other lane line.

(2). All longitudinal and transverse joints shall be straight and neat in appearance without excessive build up or bare spots. Any irregularity shall be corrected immediately before the material has started to set up.

(3). The overlap at longitudinal joints shall not exceed 4 inches. When the overlapped pass is only partially set care shall be exercised to avoid skid marks. Any skid marks that occur shall be immediately corrected by removing any partially set material that has been displaced and placing fresh mix in the mark and shaping by use of Lutes, squeegees, hand drags, etc.

Overlapping of longitudinal joints shall not leave a visible build up. Any buildup shall be immediately removed by use of lutes, squeegees, hand drags, shovels or other approved means.

8.7 Mix Stability

The modified mixture shall posses sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading; it shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

8.8 Hand Work

Areas that cannot be reached with the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. The area to be hand-worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from handwork. The same type finish as applied by the spreader box shall be required. Handwork shall be completed during the machine applying process.

8.9 Lines

Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance.

8.10 Work Force

The contractor shall maintain a work force of adequate size to accomplish the work as specified herein, including the loading and transporting of materials to the job site, the placing of the micro surface, the monitoring of joints and surface and the correction of any deficiencies that occur.

If, at any time, the Engineer or his representative determines that the work force is not adequate to perform all the tasks required for the proper completion of the micro surfacing, work on the project will be halted until adequate personnel are provided and/or modifications in procedure are implemented that will assure proper placement of the surfacing material.

8.11 Scratch or Level up course

A scratch or level up course will be required on certain streets as shown on the plans and/or as directed by the Engineer. This course shall be the same material as the polymer modified surface course and will be placed in the same manner except the spreader shall be equipped with a steel strike off screed. This screed shall be set to run as close to the pavement surface as practical.

The appearance of this course is not as critical as the final surface so long as any marks or blemishes that occur are not of such magnitude that they will affect the appearance of the final course.

8.12 Correction of Deficiencies and Blemishes

After the laydown work is completed and before final acceptance by the

Engineer, spot application of micro- surfacing material may be required to correct any deficiencies such as streaks, scuff marks, tire tracks, gaps, etc. to improve the ride quality and overall appearance. The spot application shall be performed with a full width spreader box when required.

9. QUALITY CONTROL

9.1 Materials

The contractor will permit the Engineer and/or the Independent laboratory to take samples of the aggregate and asphalt emulsion used in the project at the Engineers discretion. Gradation and sand equivalent tests may be run on the aggregate and residual asphalt content tests on the emulsion. Test results will be compared to specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet the specifications.

9.2 Polymer Modified Micro-Surfacing

Samples of the material may be taken directly from the mixing unit(s). Consistency and residual asphalt content tests may be made on the samples and compared to the specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet specifications.
The Engineer may use the recorders and measuring facilities of the unit to determine application rates, asphalt emulsion content, mineral filler and additive.

9.3 Non-Compliance

If any two successive tests fail on the stockpile material, the job shall be stopped. It is the responsibility of the contractor, at his own expense, to prove to the Engineer that the conditions have been corrected. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his own expense, to prove to the Engineer that the problems have been corrected and that the
machine is working properly.

10. CLEAN UP

10.1 Protecting and Cleaning Manholes and Valves

Prior to beginning the sealing operation the contractor shall locate all manhole covers and valve boxes in the area to be sealed. Placing one or

more layers of heavy craft paper or other suitable material over them shall protect manhole covers and valve boxes. The protective covering shall be secured in place so that it does not move or tear during the sealing operation. The contractor shall remove the protective covering and any seal material placed over manhole covers and valve boxes as soon as the seal has set sufficiently to prevent damage to the adjoining seal in the process. The edges around manhole covers and valve boxes shall be neat and smooth and shall conform to the shape and size of the manhole cover or valve box.

10.2 Streets

Clean up along streets shall be accomplished as the work progresses and any excess material that is raked onto or otherwise placed on adjoining concrete curb and gutter, valley gutters or fillet areas or on adjacent asphalt or concrete paving shall be removed before it breaks or sets up.

Before a section of street is opened to traffic all clean up work shall be completed on that section.

11. MEASUREMENT AND PAYMENT

11.1 General

Payment will be made for these items listed in the bid proposal only. All work, materials, labor and appurtenance required to complete the project as shown on the plans or called for in the specifications but not listed in the bid proposal shall be considered as incidental and no separate payment will be made. The cost of these incidentals must be included in the price bid for the various items listed in the bid proposal.

11.2 Measurements

(1). Measurement will be made of the actual number of tons of each type or grade of the Composite Polymer Modified Slurry Seal (Micro-Surface) complete in place. For this specification a ton is considered 2000 lbs. and the composite slurry seal mixture is defined as the asphalt,
aggregate and additives.

All materials shall be weighed on certified public scales or the contractor shall place a set of standard truck scales at a site approved by the Engineer. Scales shall conform to the requirements of the item "Weighing and measuring equipment" Texas Highway Department 1982 Standard Specifications.

(2). Aggregate - The quantity of aggregate used in the accepted portions of the work shall be measured by net ticket weight of each individual load of
aggregate shipped to the project from the approved job site scale.

The weight of mineral additive used shall be calculated and included in the total aggregate weight.

(3). Polymer Modified Asphalt Emulsion. The quantity of polymer modified asphalt emulsion in the accepted portion of the work shall be measured by tons of material based on the accepted load tickets issued from the manufacturer. At the completion of the project any unused emulsion shall be weighed back and that quantity deducted from the accepted asphalt emulsion quantity delivered.

11.3 Payment

Payment will be made for the number of tons of micro surface measured at the applicable unit price bid per ton of micro surface in the bid proposal. This payment shall be full and complete compensation for the complete in place micro surface.

08/07

P.V.C. PIPE CASINGS

1. SCOPE

   This item consists of furnishing and installing PVC pipe for casing for future water and electric lines at locations shown on the plans or as directed by the Engineer.

2. MATERIAL

   Pipe shall be ASTM D 1785 schedule 40 PVC pipe or ASTM D 2241 PVC SDR 32.5 pressure pipe. The ASTM designation and schedule or SDR shall be clearly marked on the outside of the pipe.

3. CONSTRUCTION

   Pipe shall be laid in straight alignment and grade in trenches as narrow as the diameter of the pipe can be laid. Pipe shall be placed after the sub grade is prepared but before base material is placed. Bedding under the pipe shall be a minimum of 2 inches in thickness and shall be carefully graded and leveled before pipe is placed. Joints shall be water tight. They may be solvent cement welded using approved materials, or may be made using a gasketed collars or push on gasketed bell and spigot. When collars are used care shall be exercised to assure that the collar is centered over the joint. All joints shall be made in accord with the manufacturer's recommendations. After pipe has been joined and inspected the pipe shall be encased in bedding/encasement material to a thickness of 3 inches above the pipe. Care shall be exercised to be sure the encasement material is worked in under the haunches of the pipe and compacted along the side of the pipe to assure adequate lateral support. The balance of the trench shall be back filled using cement stabilized backfill consisting of 2 sacks of Portland cement to 1 cubic yard of blow sand or crushed caliche mixed with sufficient water to form a stiff place able mixture that can be consolidated in the trench by rodding or vibrating. The back fill shall be "struck off" at the finished sub grade level using square point shovels or suitable screeds. The ends of the pipe shall be tightly plugged to prevent the entrance of water debris or other foreign material. These plugs shall be PVC or rubber stoppers designed to endure until the water lines and/ or electric lines are places.

4. MEASUREMENT AND PAYMENT

   Casing pipe shall be measured by the linear foot along the center of the pipe and shall be paid for at the unit price in the bid proposal.

WATER LINE SPECIFICATIONS

1. SCOPE OF WORK

The work covered by this section consists of all water pipe lines and piping, including valves, valve boxes, tapping sleeves, fire hydrants and other accessories, required to complete the project. The contractor shall furnish all materials, labor, superintendence, tools, equipment and incidentals necessary for the complete construction of this work in accordance with the drawings and these specifications.

2. PIPE AND MATERIAL

2.1 General

Pipe shall be polyvinyl chloride (PVC) AWWA C900, ductile iron AWWA C-151 or steel cylinder concrete pipe AWWA C-303.

2.2 Polyvinyl Chloride (PVC) Pipe

A. PVC pipe furnished for use on this project shall conform to the requirements of AWWA C900 Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. through 12 in., for water distribution pressure class 150, DR18. and shall be NSF approved for potable water supply.

B. The pipe furnished shall have an integral bell designed for joint assembly using elastomeric seals.

C. Markings for the pipe shall include all the requirements of AWWA C900 and the MSF approval stamp.

D. Elastomeric seals shall be furnished by the pipe manufacturer. Seals shall be manufactured to conform with the requirements of ASTM F4 77 and shall be specifically designed for use with the pipe furnished.

E. Lubricants intended for use with PVC pipe and seals (gaskets) shall be compatible with both PVC and the seal material. Lubricant shall not support growth of bacteria and shall not adversely affect the potable quality of the water that is to be transported.

F. Pipe laying lengths shall be 20'.

G. Service taps on PVC water lines shall be made using hinged type or double strap type saddles. Tapping saddles shall support the full circumference of the pipe and shall have a bearing area of sufficient width along the axis of the pipe to prevent distortion of the pipe when saddle is tightened.

No direct taps into the wall of PVC pipe will be permitted.

Seals for tapping saddles shall be recessed into the body of the saddle and shall be

a rubber - compound conforming to the requirements of ASTM F477.

Tapping saddles shall be SMITH-BLAIR Taper Seal Style 313 or DMD Dresser style 194 or approved equal.

H. Tapped connections for water mains and fire lines made on PVC water mains shall be accomplished using full bodied ductile iron tapping sleeves of a pressure rating equal to or greater than the pressure rating of the pipe specified.

I. Bedding for AWWA C900 PVC water pipe shall extend from a minimum depth of 4 inches below the outside of the water line to a minimum cover of 6 inches over the top outside of the water line.

J. AWWA C900 PVC water pipe shall be installed in accord with the applicable requirements for installing ductile iron pipe.

Care shall be taken to install each joint of PVC water pipe to, but not beyond the factory insertion mark on the pipe.

When a joint of PVC water pipe must be cut, the end of the pipe shall be carefully beveled to match the factory bevel on the uncut pipe. An insertion mark matching the factory insertion mark on the uncut pipe must be made before the pipe is inserted into the bell.

When PVC water pipe is to be inserted into a ductile iron fitting or valve, the factory bevel must be removed to form a square plain end pipe.

2.2 (a) Metallic Marking Tape (For PVC Water Pipe)

2.2(a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.2 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted blue on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED WATER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Warning Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.2(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.2(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.3 Ductile Iron Pipe

A. All ductile iron pipe used in the construction of water works improvements shall be Cement Lined and shall be manufactured in accordance with and shall meet the requirements of AWWA Specification C-l5l.

B. Pipe shall be cast in lengths of not less than l2 feet and shall be designed for a working pressure of l50 pounds per square inch. Thickness of ductile iron pipe shall be as shown on the plans and bid proposal or shall be computed in accordance with AWWA Specification C-l50, based on l50 pounds per square inch working pressure for 10 feet of cover and laying condition 2.

C. All ductile iron pipe shall have an exterior, bituminous coating and an inside cement-mortar lining in accordance with the requirements of AWWA Specification C-l04.

2.4 Polyethylene Plastic Tubing

Service lines shall be constructed with polyethylene plastic tubing as specified in ASTM D 2737 with a rating of l60 psi.

2.5 Ductile Iron Pipe Fittings

All fittings for ductile iron pipe and PVC pipe shall be ductile iron and shall be mechanical joint all connections except tees for fire hydrant leads unless shown otherwise on the plans. Tees for connecting fire hydrant leads shall be MJ- with a flange outlet.

All ductile iron fittings shall conform to AWWA Specification C-110, designed for a working pressure of 250 psi. All ductile iron fittings shall have an external coating and shall be cement lined in accordance with the specifications for coating and lining the pipe.

2.6 Pretensioned Concrete Cylinder Pipe

A. The contractor shall furnish and install all concrete cylinder pipe and fittings, including connections and appurtenances complete as shown on the plans and specified herein.

B. The contractor shall submit six (6) sets of full and complete shop drawings on the concrete cylinder pipe and fittings. All of the drawings and data shall be complete and shall include a complete description of the pipe offered, including cuts, tabulated layout and all pertinent engineering data required for a complete evaluation of the submittal. Submittal data shall be in such form and so presented that the Engineer may readily review the data.

C. Prior to delivery of the pipe to the project site, the manufacturer shall furnish an affidavit certifying that all pipe, fittings, and specials, and other products and materials furnished, comply with the applicable provisions of this specification.

D. The pipe manufacturer shall furnish a factory trained, job experienced field representative who shall visit the project periodically during the course of installation. He shall also be subject to call by the contractor and/or engineer to advise and assist with the solution of field problems.

During visits, the representative shall observe all phases of the project including location and condition of pipe strung ahead of the contractor, trench width, if applicable, bedding and backfill, assembly of pipe joints and protection of steel. If, in the opinion of the representative any phase of the installation is unsatisfactory, he shall so advise the contractor's superintendent and also advise the owner or engineer's representative on the job site.

E. All closure sections shall be the jack on type and "field welding" will not be permitted without the written permission of the engineer.

F. Pipe manufacturer will install all necessary taps for the contractor to disinfect and field hydrostatic test the pipe.

G. Pretensioned concrete cylinder pipe, fittings and specials shall be designed, fabricated and tested in accordance with the latest requirements of AWWA C-303, "Reinforced Concrete Pressure Pipe Steel Cylinder Type, Pretensioned, for Water and Other Liquids" with additional requirements or modifications as described herein.

H. Pretensioned concrete cylinder pressure pipe shall be designed for l50 psi, working pressure and manufactured in 32 foot nominal lengths in accordance with the provisions of AWWA Standard C-303.

I. Inspection and Testing

(1) The owner reserves the option to have an independent testing laboratory, at the owner's expense, inspect pipe and fittings at the pipe manufacturer's plant to ensure compliance with the applicable specifications. The owner's testing laboratory and Engineer shall have free access to those parts of the manufacturer's plant that are necessary to ensure compliance with the governing standard. The pipe manufacturer shall notify the owner, in writing, at least two weeks ahead of pipe fabrication as to start of fabrication and fabricating schedule so that the owner can advise the manufacturer as to owners' decision regarding tests to be performed by an independent testing laboratory. In event the owner elects to retain an independent testing laboratory to make material tests and weld test, it is the intent that the tests be limited to one spot testing of each category unless the tests do not show compliance with the standard. If these tests do not show compliance, the owner reserves the right to have the laboratory make additional tests and observations to ensure compliance of the finished product with the standard.

(2) In any event, the manufacturer shall perform the tests described in AWWA C 303, and furnish the owner with a copy of the test reports, if requested, at the expense of the pipe manufacturer. The pipe manufacturer shall furnish the owner with affidavit of compliance as outlined in the standard.

(3) All welds for water tightness in special pipe and fittings that have not been hydrostatically tested may be examined by use of visible dye penetrant system meeting requirement of ASTM El65; however, collar reinforcement and all other lap welds shall be tested by introducing air under l0 psi pressure between the collar and cylinder and checking for leaks around and through the welds with soap solution.

The area to receive the dye penetrant shall be cleaned free from contaminants that might interfere with the penetrant process. The temperature of the steel in the weld area shall be between 60 and l25 degrees F. when the penetrant is applied. Dwell time of six hours shall be allowed after application of the penetrant and developer before interpreting the results.

Defects that are found shall be repaired and the test repeated until all defects

are eliminated. Colored penetrant shall be removed before fittings are lined.

2.7 Casing Pipe

Casing pipe to be installed in bore or open cut may be limited service pipe, corrugated galvanized steel pipe or new straight seam or spiral welded steel pipe. Casing pipe shall be furnished in thickness or gage as shown on the plans.

Limited service pipe proposed for use on this project must be approved a minimum of four (4) working days prior to the time of opening bids and shall be in good condition and shall meet the same service requirements as the corrugated galvanized steel or welded steel pipe.

Welded steel casing pipe shall be coated inside and out using a coal tar epoxy or shall be bituminous coated in side and out by the hot dip method.

2.8 Bedding Materials

A. All water pipelines placed on this project shall be bedded with crushed stone bedding materials to the minimum as shown on the plans and in the Detail Drawings.

B. Granular material furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note, all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM c33 Grade #57	X			
ASTM C33 Grade #67	X			
ASTM C33 Grade #8		X	X	
THD 1982 ITEM 302 Type "D" Grade #4		X	X	
THD 1982 Item 302 Type "D" Grade #5			X	
Crusher Fines**			*X	X

* 100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the 3/4" sieve.

** Approximate Gradation for Crusher Fines

Sieve Size	% Passing
2 inch	100
#4	35 - 100
#10	20 - 100
#40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

C. Granular materials provided for Foundation, Bedding, Encasement, or backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B Bedding where specified.
Granular Encasement	Placed below an elevation one half (6") foot above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.
Granular Backfill	Placed below the surface base course, if any, as the second stage of backfill, to minimize trench settlement and provide support for surface improvements.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

3. **VALVES AND VALVE BOXES**

3.1 General

A. Valves 4" through l2" shall be resilient seated gate valves with non-rising stems and shall open by turning to the left (counter clock wise).

B. Valves l4" and larger shall be resilient seated butterfly valves and have operators suitable for direct burial and shall open by turning to the left (counter clock wise).

All valves except valves for use in fire hydrant leads shall have mechanical joint ends unless shown otherwise on the plans. Valves for use in fire hydrant leads shall be flange by mechanical joint.

C. All valves and fire hydrants shall be spray coated with a two component thermal setting epoxy to cover all interior wetted ferrous surfaces. Finished coating shall have a minimum thickness of 4 mils. The coating shall conform to the coating section of these specifications.

D. All valves for buried service shall be equipped with 2" square AWWA operating nuts.

3.2 Gate Valves

A. Gate valves shall be iron body, resilient **wedge gate** and shall be in compliance with AWWA Standard C-509-80 or latest revision thereof and shall have the following design features:

B. All valves shall have a working pressure of 200 psi and shall be bottle tight tested at this pressure from both directions. The gate body shall also be hydrostatically tested at 400 psi. Zero leakage will be required in all tests. The body, bonnet, and stuffing box shall be flange together with ASTM A-307 Grade B bolts and nuts to insure repairability.

C. Stems shall be machined from modified manganese bronze rod with an integral forged thrust collar machined to size.

D. Stem seals shall be dual "O" ring type.

E. Valve discs shall be rubber encapsulated or have disc seat rings molded of natural rubber, internally steel reinforced retained to the disc by self-locking type 304 stainless steel screws. Valve gates shall seat against a machined epoxy coated mating surface in the body of the valve.

F. All internal ferrous metal surfaces (machined or cast) shall be factory spray coated with a two component thermosetting epoxy to a nominal thickness of 4 mils and the exterior shall be coated with asphalt varnish as specified for coating of the pipe. (See Sec. 3.4 of these specifications for epoxy coating).

G. Valves shall be Mueller A-**2360** or Dresser-M&H **4067** or approved equal. Any alternate (approved equal) to these specifications **shall have completely interchangeable parts with either of the specified valves.**

3.3 Butterfly Valves

A. General - All butterfly valves shall be of the rubber seated tight-closing type. They shall meet or exceed AWWA Standard C-504, Class l50B. Both valve ends shall be mechanical-joint per AWWA Standard C-lll. Accessories (bolts, glands, and gaskets) shall be supplied by the valve manufacturer.

B. All valves must use full AWWA C-504 Class l50 B valve shaft diameter, and full Class l50 B underground service operator torque rating throughout entire travel, to provide capability for operation in emergency service.

C. Valve body shall be high strength cast iron ASTM A 126 Class B with l8-8 type 304 stainless steel body seat. Valve vane shall be high strength cast iron ASTM A 48 Class 40 or ASTM A 536, Grade 65-45-l2 ductile iron having rubber seat mechanically secured with an integral l8-8 stainless steel clamp ring and l8-8 stainless steel self locking screws.

D. Rubber seat shall be a full circle 360^{o} seat not penetrated by the valve shaft. Valve shall have permanently set two way thrust bearing. Packing shall be designed for permanent duty in underground service.

E. Valve operator shall be of the traveling nut type, sealed, gasketed and lubricated for underground service. It shall be capable of withstanding an overload input torque of 450 ft. lbs. at full open or closed position without damage to the valve or valve operator. It shall be designed to resist submergence in water to 25 ft. head pressure. Number of turns to operate valve shall be as listed below in order to closely resemble conventional distribution valve practices and to minimize water hammer:

Pipe and Valve Size	Turns to close	Pipe and Valve Size	Turns to Close
4" - 6"	16-1/2	14" - 16"	48"
8"	24	18" - 20"	72
10" - 12"	36	24"	90

F. Valves shall be capable of easy closure by one man using standard valve key, even under emergency line-break conditions as severe as those that would - cause a valve maximum opening torque requirement of as much as two times AWWA Class l50 B.

G. All valves shall be tested bottle-tight at rated working pressure by the manufacturer as follows:

l4" up. . . . . l50 psi

In addition a hydrostatic test with vane partially open shall be given to the assembled valve as follow:

l4" up. . . . . 300 psi

H. Valve shafts shall be l8-8 type 304 stainless steel. Shaft bearings shall be of the self lubricating sleeve type.

I. Valve discs or vanes for valves 30" and larger shall be the flow through (bridge or truss) type.

J. Butterfly valves shall be Dresser-M&H Model "450", "4500" or "l450" or Mueller line seal III or approved equal. Alternates (approved equal) to these specifications must be approved in writing 48 hours prior to time bids are received.

3.4 Coating

A. The coating shall be a two part thermosetting epoxy protective coating and shall function as a physical, chemical and electrical barrier between the base metal to which it is applied and the surroundings.

B. The coating shall be non-toxic and shall not impart taste to water. The coating must be formulated from materials deemed acceptable per the FOOD AND DRUG ADMINISTRATION DOCUMENT TITLE 2l of the FEDERAL REGULATIONS ON FOOD ADDITIVES SECTION l2l.25l4 entitled, RESINS AND POLYMERIC COATINGS.

C. The coating shall have a satin finish and shall be suitable for field over coating and touchup with same coating material without sanding or special surface preparation, or application of heat in excess of room temperature.

D. The coating shall have a successful record of performance in valves, pipe or other allied equipment for a minimum of two years.

E. The coating adhesion to the substrate shall exceed cohesion of the coating film as demonstrated by the following test:

(1) Prepare test panel and apply coating per manufacturer's recommendation.

(2) After sample has properly cured per manufacturer's recommendation, scribe an "X" using a sharp knife or scalpel through the coating to the metal substrate.

(3) Then with the point of the knife at the juncture of two scribes, attempt to lift off coating. Coating should not lift off substrate or between coats readily, but should break up leaving coating material on the substrate of this damaged area.

(4) No disbandment of the film shall be noted as tested above after immersion in tap water for l500 hours at l00`F.

F. A falling sand abrasion test using ASTM D968 shall produce an abrasion coefficient of 25-30 liters/mil. As an alternative, a Taber Abrader Test should find 3.5 - 3.7 milligrams coating loss per l00 cycles when using a CSF l0 Wheel (l000 gram weight).

3.5 Valve Boxes

All valves to be used in buried service shall be enclosed in cast iron valve boxes. Care shall be taken to place and maintain the 2" square operating nut in the center of the valve box. The valve box shall be two piece cast iron suitable for use with PVC pipe box risers. The 6 inch diameter cover shall be marked " Water". The PVC riser pipe shall be furnished in lengths as required (minimum pipe cover 42") PVC pipe for valve box riser may be ASTM C-900, ASTM D1785 schedule 40, ASTM D2241 pressure class 125 or ASTM D3034 DR 35. Valve boxes shall have a concrete ring 8" thick and having a radius equal to the radius of the valve box plus one foot (1') cast around them. Valve boxes placed in unpaved areas shall be set level with or slightly higher than the finished ground elevation. Valve boxes set in paved areas shall match the finished pavement surface.

3.6 Fire Hydrants

A. Fire hydrants shall conform to the requirements of AWWA C 502 dry barrel type. The fire hydrants shall be designed for a depth of bury of 4.5 feet, however the depth of bury may vary according to field conditions and extensions or shorter bury depth may be required.

B. The hydrants shall have a 5-l/4 inch valve opening, two 2-l/2 inch hose nozzles and one 4-l/2 inch pumper nozzle.

C. Hose threads shall be National Standard threads.

D. The hydrants shall be sized for 6-inch mains and shall have an inlet connection compatible with the type pipe used. All gaskets, nuts, bolts and other jointing materials shall be considered part of the fire hydrant installation.

E. Operating nut shall be standard l-l/2 inch pentagon opening counter-clockwise. The hydrant shall close with the pressure.

F. Hydrants shall be painted Federal Safety Yellow.

G. Fire hydrants shall have all interior wetted ferrous surfaces epoxy coated as required in the general and coating section of this item.

H. The hydrants shall have a minimum of two (2) drain holes located on opposite sides of the hydrant. The entire drainage channel must be made of non-corrosive material and sealed by acceptable resilient material (metal and/or leather seals are not acceptable).

I. The hydrants shall have a breakable safety flange and breakable stem coupling which breaks cleanly upon impact.

J. The hydrants shall be AWWA improved type hydrants and shall have self-oiling reservoirs.

K. Fire hydrants shall be the Mueller Centurion, the Dresser -M & H 929 Reliant, or The American Darling.

4. EXCAVATION, TRENCHING BEDDING AND BACKFILLING

4.l Trenching

A. The trench shall be excavated to the lines and grades as established by the engineer and as shown on the plans. The depth of cover for all main lines on which the grades and elevations are not shown on the plans, shall in general be Forty-two (42) inches. The amount of cover may vary over or under 42 inches as directed by the engineer but in no case will the amount of cover be less than thirty-six (36) inches. Depth of cover for service lines shall be as shown on the detail drawings.

B. Water lines constructed in proposed streets and service drives shall have the depth of cover measured from the finished grade. The contractor is hereby cautioned that proposed street finished grades are sometimes cut below the existing ground elevation.

C. The minimum width of the trench shall be the outside diameter of the pipe plus twelve (l2) inches for pipe diameter through l8", the outside diameter of the pipe plus eighteen (l8) inches for pipe diameters over l8". The trenching equipment shall be maintained on a sufficiently level road bed to provide substantially vertical trench walls. The maximum horizontal offset of the trench wall from bottom of trench to the top of the trench (under-cutting) shall be four (4) inches.

D. The trench shall be over excavated to an even grade to the depth of required bedding so that the bottom of the pipe will rest on a uniform thickness of bedding material on the bottom of trench throughout the entire length of the pipe. In order to obtain a true even grade, the bedding material shall be fine graded by hand. On lines that are to be laid to established grades batter boards shall be set at fifty foot intervals and the trench graded to the established grade.

E. Any part of the trench excavated below grade shall be corrected by filling with bedding material. The bedding material shall be thoroughly compacted.

E. If large rock, rock fragments or other unyielding materials are encountered in the bottom of the trench they shall be removed to a depth of six inches below grade, and the void filled with thoroughly compacted approved bedding material.

G. Bell holes of ample dimensions shall be dug at each joint to permit the jointing of pipe to be made properly and of sufficient depth to prevent the bell of the pipe from resting on undisturbed materials.

H. Wherever necessary to prevent caving, the trench shall be adequately braced and sheeted. Trench safety shall be in accordance with item l4 "Shoring and Sheeting of this specification.

I. Trench digging machinery may be used to make the trench excavations except in places where operation of same would cause damages to trees, buildings or other existing structures either above or below ground. In such instances hand trenching methods shall be employed.

J. All excavated material shall be stockpiled in a manner that will not endanger the work or existing structures and that will cause the least amount of obstructions to walks and driveways.

K. There will be no classification of the excavated materials and the term excavation shall include all materials encountered in excavating the trenches or structural excavations.

L. The contractor shall take all necessary precautions for protecting paved areas from being damaged by the trenching and backfilling equipment. Any damage done to any paved area, outside of the area set forth in the plans, as a result of the construction work shall be repaired by the contractor at his own expense.

M. Where the lines are located behind curbs, the contractor shall take special precautions to protect trees and shrubs. Care shall be exercised to cause as little damage to lawns as possible.

Where lines cross under curbs, gutters or curbs and gutters, tunneling will be required.

N. Blasting for excavation of solid rock will be permitted only after securing the

approval of the Director of Engineering and Transportation and the engineer and only when proper precautions are taken for protection of persons and property. The hours of blasting will be fixed by the engineer. Any damage caused by blasting shall be paid for by the contractor. The method or procedure relative to blasting shall conform to all state laws and local ordinances.

O. The contractor will be required to locate all known utility lines, including consumer service lines, far enough in advance of the trenching to make proper provisions for protecting the lines and to allow for any deviations that may be required from the established lines and grades.

P. The contractor shall not be allowed to disrupt the service on any utility lines except consumers service lines, which may be taken out of service for short periods of time, if the contractor obtains permission from the engineer and from the owner of the premises being served by the utility.

Q. The contractor shall immediately notify the proper utility company of any damage to utility lines, in order that service may be reestablished with the least possible delay. Repair of any damage to existing lines and the repair of consumer lines which are authorized to be cut or temporarily taken out of service shall be made by the contractor at his own expense, and as directed by an official representative of the utility company involved.

R. All utility lines shall be properly supported to prevent settlement or damage to the line both during and after construction.

S. Any permanent relocations of existing utility lines shall be done by the proper utility company without expense to the contractor.

4.2 Backfill General

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by- section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

C. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited where directed by the Inspector at no additional compensation.

D. In the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated

materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

E. Suitable material shall be defined as a mineral soil reasonable free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

F. Backfill materials shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon. The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

G. Within the pipe bedding and encasement zones described as that portion of the trench which is below an elevation one foot above the top of the pipe, the materials placed shall be limited in particular size to 3/4 inch maximum. For larger pipe in access of 18 inches in diameter the Engineer may allow particle sizes up to 2 inches maximum if it can be shown that the backfill can be satisfactorily compacted without leaving voids or damaging pipe or joints. Above these zones, the placement of material containing stones, boulders, chunks, etc. shall be governed by the layer thickness and compaction equipment capabilities.

H. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone material, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

I. The maximum loose thickness of each backfill layer shall be l2 inches, except that l6 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. "Hydro tamps" or "vibra tamp: or other heavy vibrating equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

J. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after

completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor's discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

K. Until final acceptance of the project, the Contractor shall assume full Responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

4.3 Backfill Procedure above Pipe Zone, in Public Rights-of-way and other areas where settlement is important.

A. Backfill above the pipe zone shall be made using Portland cement stabilized backfill or crushed stone screening (crusher fines).

B. Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using portland cement stabilized backfill material or crushed stone screening (crusher fines).

C. The minimum depth of stabilized backfill or crusher fines shall be twelve (12") inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.

When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in new streets that are scheduled for immediate paving or in streets in a new subdivision for which a paving contract with the property developer has been approved the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8") inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities stabilized backfill shall extend to the top of the course the contractor has finished. In no case shall the backfill extend above the top of the base course.

If the final course of asphaltic concrete has been placed, the street or alley surface shall **NOT** be cut for utility installation.

In new streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6") inches in which case the maximum depth of the "pipe zone" shall be limited to six (6") inches above the top of the utility line or conduit.

D. Backfill Materials

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall **NOT** be used.

The Contractor shall submit a mix design prepared by an approved Commercial Laboratory that will produce a minimum 7 day compressive strength of 150 psi. In no case shall the minimum cement content of the mix be less than 1 sack per cubic yard.

(2) Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

(3) Caliche used for Portland cement stabilized backfill shall be crushed material con-forming to Texas State Department of Highways and Transportation 1982Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

(4) Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

(5) Native soil used for Portland cement stabilized backfill shall be clean, free from clods and organic matter, and rock in excess of 2".

(6) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the following gradation

Sieve Size	% Passing
2"	100
#4	35-100
#10	20-100
#40	5-35
#200	4-10

and may be the by product of crushing stone for other purposes or may be stone specifically crushed for use in backfill. Crusher fines not meeting these specifications may be approved for backfill upon demonstration that the desired results will be obtained.

E. Backfill Construction

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche, sand or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade Mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety five (95%) modified proctor density by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

(c) The mix design used must be for the method of placement chosen.

(2) Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

(3) Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench.

The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve (12") inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90% modified proctor will be deemed adequate compaction.

5. INSTALLATION OF DUCTILE IRON PIPE

5.1 Pipe Laying - General

A. All pipe and accessories shall be unloaded, handled, laid, jointed, tested for defects and for leakage and chlorinated in the manner herein specified.

B. The pipe, fittings, valves, and accessories shall be inspected upon delivery and during the progress of the work and any material found to be defective will be rejected by the engineer and the contractor shall remove such defective material from the site of the work.

C. The contractor shall be responsible for all material furnished by him and he shall replace at his own expense all such material that is found to be defective in manufacturer or has become damaged in handling after delivery.

D. All pipe, fittings, valves, and other accessories shall, unless otherwise directed, be unloaded at the point of delivery, hauled to and distributed at the site of the work by the contractor. Loading and unloading, of pipe and fittings shall be by hoisting or by sliding, or rolling on skidways in such a manner as to avoid shock or damage to the material. Under no circumstances shall pipe or fittings be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.

The pipe, fittings and accessories shall be placed along the site in such a manner as to be kept as free as possible from dirt, sand, mud, and other foreign matter.

E. All pipe shall be laid and maintained to the lines and grades shown on the plans
or as established on the ground by the engineer.

F. Wherever it is necessary to deflect pipe from a straight line either in a vertical or horizontal plane to avoid obstructions, to plumb valves and hydrants, or where vertical or horizontal curves are shown or permitted, the degree of deflection at each joint shall not exceed the maximum deflection recommended by the manufacturer of the particular kind of pipe being laid and the degree of deflection shall be approved by the engineer.

G. After the trench grade has been completed and all bell holes dug and the grade inspected, the pipes and accessories my be placed in the trench. All pipe, fittings, valves, and hydrants shall be carefully lowered into the trench piece by piece by means of derricks, ropes, or other suitable tools or equipment, in such a manner as to prevent damage to the material in any way. Under no circumstances shall pipe or accessories be dropped or dumped in the trench.

H. Before lowering into trench the pipe shall be again inspected for defects and the pipe while suspended shall be lightly hammered to detect cracks. Any defective, damaged or unsound pipe and materials shall be rejected.

I. All foreign matter or dirt shall be removed from the inside of the pipe and from all bells, spigots or parts of the pipe used in forming the joint, before the pipe is lowered into the trench, and it shall be kept clean by approved means during and after laying.

5.2 Laying and Jointing Ductile Iron Pipe

A. Unless otherwise directed, pipe shall be laid with bells facing in direction of laying; and for lines on appreciable slopes, bells shall, at the discretion of the engineer, face up grade. Cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or the cement lining.

B. The jointing shall be completed for all pipe laid each day. No open joints will be left in the trench overnight. At times when pipe laying is not in progress, the open ends of pipe shall be closed by approved means. No trench water shall be permitted to enter the pipe.

C. No pipe shall be laid in water, or when the trench conditions or weather is unsuitable for such work, except by written permission of the engineer.

D. Rubber Gasket joints for cast iron or ductile iron pressure pipe and fittings shall conform to AWWA Standard C-lll.

E. Before laying the pipes, all lumps, blisters and excess coal tar coating shall be removed from the bell and spigot ends of each pipe; the outside of the spigot and the inside of the bell shall be wire brushed and wiped clean and dry. Pipe ends shall be kept clean until joints are made.

F. The pipe and fittings shall be properly aligned and free to move in any direction while bolting, and the bolts shall be gradually tightened at a uniform rate around the entire flange.

G. Flange joints where used shall be bolted with flange bolts of best quality mild steel and of the size and length required by AWWA C-ll5: Bolts and nuts shall be provided with standard hexagonal heads. Gasket rings shall be used and shall be made of best quality rubber composition sheet packing one-eighth (l/8) inch thick, of a brand and quality approved by the engineer.

H. Standard plugs shall be inserted into the bells of all dead end pipes, tees, or crosses and spigot ends shall be capped. Plugs or caps shall be jointed to the pipe or fittings in the same manner used in joining the pipe.

6. SPECIFICATIONS FOR INSTALLING PRETENSIONED CONCRETE CYLINDER PIPE

6.l General

The applicable portions of the specifications for installing ductile iron pipe shall apply except as amended or supplemented herein.

6.2 Pipe Laying

A. Pipe and fittings shall be handled with care at all times to avoid damage. They shall be lifted by hoists or slide or rolled on skid-ways in such manner as to avoid shock. Under no circumstances shall they be dropped. Pipe must not be skidded or rolled against other pipe or object.

B. Just before making the joint, the bell and spigot rings shall be thoroughly cleaned by wire-brushing until clean and dry. The gasket and the inside surface of the bell shall be lubricated with a light film or soft vegetable soap compound (flax soap) to facilitate telescoping the joint. The rubber gasket shall be stretched uniformly as it is placed in the spigot groove to insure a uniform volume of rubber around the circumference of the groove.

C. The joint shall be telescoped by pulling directly along the centerline of the pipe so that the spigot enters squarely into the bell. After the spigot has been telescoped into the bell, the bell end of the pipe being laid shall be moved in accordance with the plans to secure proper grade and alignment. After the joint is in place, a thin metal feeler gauge shall be used to check the position of the rubber gasket around the circumference of the joint.

D. The inside joint recess shall be filled immediately prior to placing the pipe together by buttering the bell end with mortar. After the joint is engaged, the joint mortar of pipe l8" in diameter and larger shall be finished off smooth by hand. The mortar in pipe smaller than l8" in diameter shall be smoothed and cleaned with a swab.

E. After the spigot has been telescoped into the bell, the joint checked and found satisfactory, a canvas wrapper shall be placed around the pipe, covering the joint. The canvas type wrapper shall be of the quality manufactured by the Mar-Mac Manufacturing Company or approved equal burlap type, and shall be hemmed at each edge to allow threading with a steel strap to securely fasten the wrapper around the pipe by means of a stretcher and sealer.

The wrapper shall have a minimum width of 7" and sufficient length to encircle the pipe leaving enough space between the ends at the top to allow the cement mortar to be poured. The entire joint shall be poured with cement mortar and rodded or agitated to eliminate voids and settlement. Prior to pouring the cement mortar the joint shall be thoroughly cleaned and saturated with clean water. Any joint showing shrinkage or excessive cracking shall be cleaned and remade. In hot weather,

additional measures may be required to obtain the best quality of joint, such as additional wet burlap, curing membrane, or immediate careful and well controlled backfilling of the joint with damp earth.

F. The mortar used at the exterior joint shall consist of one part Portland cement to 2-l/2 parts fine, sharp, clean sand and mixed with water to the consistency of thick cream. Mortar required at the joint shall not be placed in freezing weather unless adequately protected from freezing.

G. The joints for pipe to be installed in casing shall be made as for pipe laid in trench except that the outside portion of the joint shall be wrapped in a special polyurethane wrap impregnated with unhydrated cement manufactured for this purpose, prior to being jacked into the casing pipe. The wrap shall be "Flex-Protex" as manufactured by Mar-Mag Mfg. Corporation or approved equal. The interior of the joints shall be mortared after the pipe to be installed in casing has been jacked into place. The pipe shall not be moved after interior mortaring is completed. After the water line has been installed in the casing the ends of the casing shall be sealed using concrete or cement mortar.

H. Steel cylinder reinforced concrete pipe shall not be pressure tested until it has been in place a minimum of l4 days.

I. The contractor shall fill the steel cylinder reinforced concrete pipe under slight pressure and allow approximately 24 hours for water absorption by concrete lining before performing pressure test.

7. SETTING VALVES, VALVE BOXES, FIRE HYDRANTS AND FITTINGS

7.1 General

Valves and fittings shall be set at the locations shown on the plans or at locations as established by the engineer, and shall be set and jointed to the pipe in the manner heretofore specified for pipe installation. All valves buried in the ground shall have a cast iron valve box set over the valve and set to grade. All valves shall be set vertical, unless otherwise specified, and shall be thoroughly inspected and checked for operation before installation.

7.2 Valve Boxes

Cast Iron valve boxes shall be firmly supported and maintained centered and plumb over the wrench nut of the valve, with box cover flush with the surface of the ground or street paving.

Valve boxes shall be supported by a ring of concrete as shown on the plans and Detail Drawings. This ring shall be Class "A" concrete having a minimum thickness of six (6") inches and shall extend a minimum of twelve (12") inches in all directions from the outside diameter of the valve box and shall be supported on thoroughly compacted backfill.

7.3 Setting Fire Hydrants

A. Fire hydrants shall be located at points shown on the plans, the exact location of the hydrant to be established by the engineer. All hydrants shall be set plumb, to the grade as established by the engineer, and shall have their nozzles parallel with and/or at right angles to the curb, with the pumper nozzle facing the curb. The hydrants shall be supported in such a manner as not to cause a strain on the fire hydrant lead or branch.

The bowl of the hydrant shall be well braced against unexcavated earth at the end of the trench with concrete blocking. The concrete blocking shall be placed so as not to interfere with the hydrant drains and so that the joints or flanges are accessible.

B. Each hydrant shall be connected to the main with a six (6) inch ductile iron branch controlled by an independent six (6) inch gate valve. Each hydrant shall be set upon a stone or concrete slab not less than four (4) inches thick and not less than one square foot of surface area. Where solid rock exists in the bottom of the trench and same is excavated to the proper depth to form a foundation for the hydrant, the slab of stone or concrete may be omitted.

C. There shall be placed around the base of the hydrant not less than seven (7) cubic feet of sound broken stone or clean gravel, or other suitable material to provide reservoir capacity so that the hydrant will completely drain when closed. The gravel or broken stone shall reach from the bottom of the trench to at least six (6) inches above the waste opening in the hydrant. Each hydrant shall be operated by the contractor to prove to the inspector that the drain hole has not been plugged with concrete or other material.

8. **ANCHORAGE OF BENDS, TEES AND PLUGS, ETC.**

Reaction or thrust blocking shall be applied to all pipe lines at all tees, plugs, caps, valves, fire hydrants, and at bends deflecting ll-1/4 degrees or more. Concrete shall be used for blocking the pipe and fittings. Concrete for thrust block shall have a minimum compressive strength of 3,000 psi and shall conform to Texas Highway Department Class "A" concrete. Before thrust blocking is placed the element to be blocked shall be carefully wrapped in polyethylene sheeting having a minimum thickness of 3 mils. The blocking shall be placed between solid ground and the fitting to be anchored; the area of bearing on pipe and on the ground in each instance shall be that required by the engineer. The blocking shall be so placed that the pipe and fitting joints will be accessible for repair.

9. DISINFECTION OF PIPE LINES

The contractor shall furnish all labor, equipment, and materials necessary to the disinfecting of the new pipe lines which shall be disinfected before being placed in service. The lines shall be disinfected by the application of a chlorinating agent. The chlorinating agent may be a liquid chlorine, liquid chlorine gas water mixture, or a calcium hypochlorite solution, which shall be fed into the lines through a suitable solution feed device, or other methods approved by the engineer. The chlorinating agent shall be readily dissolvable and of a type that will rapidly mix with the water as it is loaded into the water line. Tablets or other solid form shall not be used unless they are dissolved before being placed into the line. The chlorinating agent shall be applied at or near the point from which the line is being filled, and through a corporation stop or other approved connection inserted in the horizontal axis of the newly laid pipe. The water being used to fill the line shall be controlled to flow into the section to be disinfected very slowly, and the rate of application of the chlorinating agent shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the line shall be at least 50 parts per million. The treated water shall be retained in the pipe lines for a period of not less than twenty four (24) hours. At the end of the retention period all treated water shall be thoroughly flushed from the lines until the replacement water in the lines shall have a chlorine residual of not more than 0.2 parts per million. Where it is necessary to place the new lines in service in less than 24 hours, the concentration of chlorine may be increased to 300 ppm and the lines flushed and placed in service in 3 hours. Disinfecting procedures shall conform to AWWA C 60l.

l0. HYDROSTATIC TESTS

All pipe lines constructed under this contract before being accepted, shall be tested at l20% design pressure as described in the following paragraphs. This test shall apply to all newly laid pipe or any valved sections thereof.

The required test pressure (l80 pounds per square inch) shall be maintained over a continuous period of not less than eight (8) hours.

Each valved section of pipe shall be slowly filled with water, being certain that all air is expelled from the pipe by using hydrants, blow-offs or taps at points of highest elevation in the line. The specified pressure shall be applied by means of a pump and flow meter (gpm and amount) connected to the pipe in a manner satisfactory to the engineer. The contractor shall furnish all necessary equipment, materials and labor to satisfactorily make the hydrostatic tests.

After the line section to be tested has been brought to pressure, a visual inspection shall be made of all joints, fittings, valves, and appurtenance. Any leaks thus located shall be corrected before continuing with the test.

If the test indicates a leakage in excess of a rate equal to twenty-five (25) gallons per inch of nominal diameter of pipe line per mile per day (maximum 600 gallon per mile per day total leakage) the cause of such leaks shall be determined and corrected and the line retested until satisfactory results are obtained.

11. **REMOVING AND REPLACING PAVEMENT**

A. When it is necessary to cut existing paving to install utilities the paving shall be repaired as soon after the backfill is consolidated or the cement stabilized backfill has reached sufficient strength as practical. The repair shall be made using Texas Highway Department Type "D" Hot Mix Asphaltic Concrete and shall have a minimum thickness equal to the thickness of the existing surface.

B. Edges along the trenches and around pits shall be saw cut to remove damaged edges and/or surface. Saw cuts shall be straight and parallel to or at right angles to the street or alley center line in so far as practical. Meandering, zig-zag or notched saw lines will not be permitted. The saw cuts shall be such that a minimum of 6" of surface is removed beyond the edges of the trench.

C. The edges of the saw cut and surface of the backfill material shall be tack coated prior to the placing of hot mix asphaltic concrete. The tack coat shall be either RC-250 cut back asphalt or RS2h emulsified asphalt or approved equal. When emulsified asphalt is used for tack coat the asphaltic concrete shall not be placed until the break of the emulsion is complete and all free water has evaporated or has been removed.

D. After the tack coat is cured the hot mix asphaltic concrete shall be placed uniformly throughout the repair area. The edges of the repair shall be squared up and the hot mix asphaltic concrete thoroughly compacted. Any large aggregate that is separated from the mix during the leveling process shall be removed from the surface and disposed of off the project. Care shall be taken that none of the mix over laps the old paving. Any mix that has "scabbed" onto the paving shall be removed before the section is reopened to traffic.

Sufficient mix shall be placed so that the finished repair is from one eight (1/8") inch to one quarter (1/4") inch above the old paving surface to allow for further consolidation by traffic.

12. **TUNNELING UNDER UTILITY LINES, ETC**.

Where pipes, conduits or concrete curbs, gutters or other obstructions are encountered in the construction, the cost of tunneling under such obstructions shall be included as a part of the cost of the pipe line, or other pay items, complete in place.

13. **HIGHWAY CROSSING**

A. The City of Midland will obtain any required permits from the State Highway Department for installation of the water line along and across the highway right-of-way. It shall be the contractor's duty and responsibility to coordinate the time of making the crossing and the manner of handling traffic.

B. Installations of the casing pipe shall be accomplished by boring or open cut trench as indicated on the drawings and in accordance with the Texas Department of Transportation permit and requirements. Equipment used shall be of such size and capacity as to allow the placement of the casing to proceed in a safe and expeditions manner. Installation of the casing and the excavation and removal of the materials

within the casing shall proceed simultaneously.

The boring shall proceed from a pit provided for the boring equipment and workmen. Excavation and location of the pit shall be approved by the Engineer. Boring without the concurrent installation of the casing pipe will not be permitted. The use of water or other fluids in connection with the boring operation will be permitted only to the extent of lubricating cuttings. Jetting will not be permitted. Overcutting in excess of one inch shall be remedied by concrete pressure grouting the entire length of the installation. All joints for casing pipe installed in bore shall be welded. Care shall be taken to keep the casing pipe on the proper line and grade.

C. After the casing pipe has been installed and is accepted by the Engineer, the pipe shall be shoved through the casing. The pipe shall be pushed or pulled through the casing by exerting pressure on the barrel of the pipe and not on the bell, and shall be done in such a manner that the joint is always in compression during the shoving operation. Hardwood, or other suitable material skids shall be banded with stainless steel bands to each joint of pipe In accordance with the pipe manufacturers recommendation. The hardwood skids shall be of sufficient dimensions to allow the bell of the pipe to clear the casing pipe by at least one-half inch. The length of the skid shall be in accordance with the pipe manufacturers recommendations. A minimum of three bands shall be used to secure the skids to the pipe. The skids shall be such that the carrier pipe will be centered in the casing pipe. The design of skids and bonding techniques shall be submitted to the Engineer for approval prior to use.

In general waterline installation in the casing pipe shall conform to AWWA C 600-Section 6 requirements.

After completion of pipe installation in casing, the ends of the casing shall be sealed off by use of concrete grout. The minimum compressive strength of the grout shall be 2,000 psi in 28 days.

14. **SHORING & SHEETING**

14.1 Description

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more.

Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

l4.2 Construction Methods

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, l989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires "Design by a qualified person or a qualified engineer," [For example see 1926.652(b) (3) and 1926.652(c) (4)], "a qualified person or qualified engineer" shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

14.3 Safety Program

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

14.4 Inspection

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

14.5. Safety Restrictions - work near high voltage lines

The following procedures will be followed regarding the subject item on this contract:

A. Warning signs painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

B. All equipment except back hoes or dippers that may be operated within ten feet of high voltage lines shall have an insulating cage-type of guard about the boom or arm and insulator links on the lift hook connections.

C. When necessary to work within six feet of high voltage electric lines, notification shall be given the power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

D. The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

l5. MEASUREMENT AND PAYMENT

l5.l General

The unit price or lump sum price bid on each item, as stated in the proposal, shall include furnishing all labor, superintendence, machinery, equipment, and materials necessary to complete the various items of work in accordance with the plans and specifications. Cost of work or materials shown on the plans and called for in the specifications and on which no separate payment is made shall be included in the bid price on the various pay items.

l5.2 Water Lines

A. Measurement

The length of pipe lines for the various sizes, classes and types to be paid for will be determined by measurement along the center lines of the pipe installed, measurement being made from the center of fitting to center of fitting or end of pipe, without any deduction for the length of intermediate fittings or valves including pipe installed in casing.

B. Payment

Furnishing and installing approved type pipe of the various sizes and classes shown on the plans or as required will be paid for at the unit price bid per linear foot for furnishing and installing the various sizes and classes of approved pipe complete in place. The unit price bid shall be complete compensation for furnishing and installing the pipe complete in place including all excavation, backfilling, testing and disinfection of lines and shall include any and all incidental work not otherwise included in the bid items or otherwise provided for in the specifications.

l5.3 Solid Rock Excavation

All excavation for pipe trenches shall be unclassified and no extra compensation will be made for solid rock excavation. The contractor is expected to make boring of his own and satisfy himself to the character of material which will be encountered.

l5.4 Gate Valves or Butterfly Valves

A. Measurement

Gate valves or butterfly valves will be counted in the field after installation by the size and type specified and actually installed.

B. Payment

The unit price bid for each type and size valve shall be complete compensation for furnishing and installing the valves, complete in place, including the furnishing and installation of cast iron valve boxes on all valves to the finished grade of the adjacent surface. All valves in paved areas shall be set to finish pavement grades

l5.5 Fire Hydrants

A. Measurement

Fire hydrants will be counted in the field after installation in accordance with the plans and specifications.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the fire hydrants, complete in place, each, including lead pipe the gravel drain, concrete blocking, extension or additional bury depth as required for a complete installation.

I5.6 Service Connections

A. Measurement

The number of service connections of the type and size specified to be paid for will be counted in the field after complete installation.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the service connections, complete in place, including the meter box and lid, service line, corporation stop, meter stop and incidentals required for a complete installation.

I5.7 Ductile Iron Fittings

A. Measurement

The weight of the various ductile iron fittings and specials were estimated by using the standard weights for cast iron fittings as established by the American Water Works Association or American Standard Association. Measurement of ductile iron fittings will be made by counting the actual number of fittings installed and multiplying the number of fittings by the catalog weights for those types of fittings actually installed. Allowance will be made for glands and bolts.

B. Payment

The ductile iron fittings or specials required in the construction of the various size pipe lines as shown on the plans or as required will be paid for at the unit price bid per ton for furnishing and installing the ductile iron fittings complete in place. The unit price shall also include all materials, excavation, backfilling, concrete blocking and other incidental work required for the complete installation.

I5.8 Steel Cylinder Concrete Pipe Fittings

A. Measurement

No separate measurement or count of fittings and specials for steel cylinder concrete pipe will be made.

B. Payment

No separate payment will be made for fittings or specials for steel cylinder concrete pipe used on this project, but the cost of same shall be included in the price bid per linear foot for the various classes and sizes of pipe in the bid proposal.

l5.9 Casing Pipe In Bored Hole Or Open Cut

A. Measurement

Measurement of the casing pipe, of the type and size specified, shall be made by the linear foot of casing installed complete in bored hole or installed complete in open cut.

B. Payment

The unit price bid per linear foot for casing in bored hole or for casing in open cut shall be complete compensation for furnishing and installing the casing, complete in place, including all pits, boring equipment, materials and labor required for a complete installation. Payment for carrier pipe installed in the casing will be made as stated under Waterlines above.

l5.l0 Paving Cut and Repair

A. Measurement

Measurement of paving cut and repair will be made by the square yard for replacing pavement of the type specified. The area of the pavement replaced shall be determined by actual measurements on the ground; however, measurement will be limited to areas within widths of cuts as shown on the plans unless additional widths are authorized by the engineer. Any pavement removed or damaged outside of the aforementioned limits shall be replaced as prescribed with these specifications, but will not be measured for payment.

B. Payment

The unit price bid, per square yard, shall be complete compensation for cutting and removing the pavement, and constructing the concrete base and surfacing of the type specified, all as specified herein and as shown on the plans.

15.ll Trench Safety Systems, Sheeting and Shoring

A. Measurement

Trench Safety Systems shall be measured by the linear foot along the centerline of trench including manholes and other line structures.

B. Payment

Payment for Trench Safety Systems, measured as prescribed above, shall be made at the unit price bid per linear foot of "Trench Safety Systems: Payment of all work prescribed under this item shall be full compensation for the Trench Safety Systems including all Engineering cost and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

Revised 08/07

GRAVITY FLOW PIPE SEWERS AND FITTINGS
FOR WASTE WATER AND STORM WATER

PART I – GENERAL

1.01 SCOPE

A. The work covered by this specification shall include the furnishing of all material, labor and equipment to construct, complete in place, all Gravity sewers including jointing, gaskets, fittings, castings, mortar, concrete, the placing of sewer pipe, and the construction of manholes and other appurtenance, all in accordance with the details shown on the plans and these specifications for the drainage of sanitary and/or storm sewage.

B. Sanitary and storm sewer lines constructed under these specifications shall be straight in grade and alignment between manholes. Manholes shall be constructed at any change in grade and at any change in alignment. In general manholes are to be constructed at 300 feet intervals or less with the maximum distance between manholes being 350 feet when approved by the Engineer.

1.02 QUALITY ASSURANCE

A. The Contractor, at the Engineer's request, shall furnish a certificate from the manufacturer of the pipe and fittings that the manufacturer is fully competent and capable of manufacturing sewer pipe, fittings, and accessories of the type, size and grade proposed for use in this project that are of uniform texture and strength that will fully comply with these specifications and have so manufactured this class of pipe in sufficient quantities to be certain that it will meet all normal field conditions of usage. The manufacturer must have adequate equipment and quality control facilities to be sure that each extrusion casting or run of pipe is uniform in texture, dimensions, and strength.

B. All PVC, HDPE, or plastic resin based pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

C. All pipe and accessories shall be stored above ground and fully supported so that they will not bend or deflect excessively under their own weight.

D. Pipe in any way damaged or deformed during storage shall not be incorporated into this project, but at the direction of the Engineer, shall be permanently removed from the job site and project area.

1.03 TYPE OF PIPE

A. Pipe for sanitary sewers 15 inches in diameter and less shall be PVC. Pipe for storm drains 15 inches in diameter and less may be corrugated steel pipe when called for on the plans and in the bid proposal. Pipe 18 inches in diameter and larger shall be of the type shown on the plans and bid proposal.

B. The contractor may be allowed to bid a choice of two or more of the pipe materials when pipe 18 inches in diameter and larger are proposed for use on a project. When such choice is allowed the permissible choices will be clearly stated on the plans and/or bid proposal and a blank space will be provided for the contractor to write in the type of pipe proposed for use on the project. When such blank spaces are provided, the contractor must choose one of the permitted pipe materials as specified in part 2 “Materials” of these specifications and write in the type of pipe bid. Failure to write in the type of pipe bid may be reason to disqualify the bid. One or more types of pipe 18 inches in diameter and larger may be excluded from consideration on any given project by notes on the plans and/or the bid proposal.

PART 2 – MATERIALS

2.01 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS FOR SANITARY AND STORM SEWERS

A. GRAVITY SEWERS

(1) Pipe and fittings in nominal diameters from 4-inch through 15-inch shall be manufactured in accordance with ASTM D3034, “Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings” and pipe and fittings in diameter 18” through 36” shall be manufactured in accordance with ASTM F-679 or ASTM F-794, closed profile, subject to the modifications and limitations below.

B. MODIFICATIONS AND LIMITATIONS

(1) The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

(2) The term Dimension Ratio (DR) or standard dimension ratio (SDR) is the ratio of the average outside pipe diameter to the minimum wall thickness rounded to the nearest 0.5. The maximum DR for PVC sewer pipe shall be 35. PVC pipe sewers that will have less than 4 feet of cover shall be DR26.

(3) PVC pipe manufactured under ASTM F679 or F794 shall have a wall thickness that will meet or exceed the D.R. and stiffness specified herein. The minimum pipe stiffness for pipe having a DR of 26 shall be 115 psi. The minimum pipe stiffness for DR 35 pipe shall be 46 psi.

(4) Where DR 26 pipe is specified, all necessary fittings shall be the same as for SDR 35 PVC pipe.

(5) Minimum wall thickness for ASTM D-3034 PVC pipe shall be as follows:

Nominal Size (in.)	Min. Wall Thickness (in.)	
	DR 26	DR 35
4	0.162	0.120
6	0.241	0.180
8	0.323	0.240
10	0.404	0.300
12	0.481	0.360
15	0.588	0.437

The minimum wall thickness for PVC pipe meeting ASTM F-679 or F-794 requirements shall be the thickness as set forth in said ASTM specification that will meet or exceed the pipe stiffness and DR required.

(5) The identification markings as shown in Section 12 of ASTM 3034 shall note the specified DR of 26 where applicable.

(6) All pipe and fittings shall have the dimensions for inside diameter, outside diameter, etc. as shown in ASTM D3034 and/or ASTM F-679 except that the inside diameter DR 26 may be reduced by the added wall thickness.

(7) The pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions, or other injurious defects. The pipe shall be as uniform as commercially practical in color, opacity, density, and other physical properties.

(8) The Contractor shall provide wyes, tees, bends, adapters, and any other fittings called for in the specifications and/or shown on the plans or directed by the Engineer.

(9) The standard length of ASTM, D-3034 SDR 35 or SDR 26 PVC pipe under this specification shall be 20 feet with a minimum of 10 feet, except that all pipe used in service lines shall not exceed 10 feet in length unless otherwise approved by the Engineer. The standard laying length for ASTM F-679 PVC pipe shall be 13 feet. The Engineer must approve other laying lengths.

C. SEWER LATERALS AND CONNECTIONS

Pipe and fittings for service lines shall be the same material and thickness class as required for the main sewer. Schedule 40 PVC pipe may be used for 4” service lines when PVC pipe meeting requirements of ASTM 3034, SDR 35 is required.

D. JOINING SYSTEMS

(1) PIPE JOINTS

The pipe shall be joined with an integral bell, bell and spigot type rubber gasket joint. Each integral bell joint shall consist of a formed bell complete with a single rubber o-ring gasket. Gaskets shall be manufactured in accordance with ASTM F477 and shall be installed in accordance with the pipe manufacturer's instructions using all the necessary materials, lubricants and equipment recommended by the manufacturer.

For pipe 18" through 36" gaskets shall be factory installed and chemically bonded to the bell end of the pipe.

Lubricant shall be water soluble, non-toxic and have no deteriorating effects on gasket or pipe materials and shall not support the growth of bacteria. Lubricant shall be suitable for use at temperatures from 5^{o} to 120^{o} F (-15^{o} to 50^{o} C). Containers shall be labeled with the manufacturer's name and identified as PVC pipe joint lubricant. Each lubricant container shall have printed instructions for usage and joint assembly.

Field welded joints will not be allowed.

(2) FITTING JOINTS

All fittings shall utilize rubber gasket joints of the same type design and specifications as pipe joints.

(3) PIPE SPIGOT

The pipe spigot shall have a bevel and an insertion stop mark. The assembled joint shall be designed so the gasket shall be radially compressed to assure a positive water-tight seal for all installation conditions recommended by the manufacturer and under all combinations of production tolerances for the joint components. Each size joint shall be qualified to no leakage under various test conditions in conformance with ASTM Specification D-3212, "Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals."

E. INSPECTION AND TESTING

(1) INSPECTION REQUIREMENTS

Certification: as the basis of the acceptance of the material, the manufacturer will furnish a certificate of conformance to these specifications. The manufacturer will furnish other conformance certification in the form of affidavit of conformances, test results, and copies of test reports.

(2) PHYSICAL TEST REQUIREMENTS

For each 4,000 linear feet of pipe manufactured of each class and size of pipe, the following certified test data shall be required:

1. The basic dimensions shall be measured.
2. The allowable crush load (lbs/ft ^{2}) shall be calculated.
3. Impact resistance, fusion quality and ductility shall be tested.

F. MARKING AND DELIVERY

Each pipe shall be identified with the name of manufacturer, nominal size, cell classification, ASTM designation F794, Uni-Bell Plastic Pipe Association designation Uni-B-9, the pipe stiffness designation “PS-46 psi” and manufacturer’s date code.

1. MANHOLE CONNECTIONS

The Contractor shall provide smooth pieces of pipe for connecting sewer line into manholes. The Contractor shall be required to assist the manhole gasket supplier with the nominal outside diameter of these smooth pieces of pipe, as manufactured. There shall be only one plain end thickness for each diameter of pipe specified for the project.

2. DELIVERY

All pipe couplings and fittings shall be prepared for standard commercial shipment.

The pipe shall be inspected upon delivery to the job site for final acceptance. The contractor shall be responsible for all material furnished by him and he shall replace, at his own expense, all such material that is found to be defective in manufacture or which has become damaged in handling until final acceptance has been made. Pipe, which exhibits excessive ovalty or curvature, shall be rejected.

PVC pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

All pipe and accessories shall be stored above ground and fully supported so as not to bend or deflect excessively under its own weight.

2.01(a) Metallic Marking Tape (For PVC Sewer Pipe)

2.01 (a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.01 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted green on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED SEWER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Marking Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.01(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.01(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.02 CORRUGATED STEEL PIPE (CSP) FOR STORM SEWERS AND CULVERTS ONLY

1. PIPE

A. STEEL SHEET STOCK

(1) Corrugated steel pipe shall be manufactured using galvanized steel sheet AASHTO M 218 or aluminized steel sheet AASHTO M 274.

(2) The lining for smooth lined corrugated steel pipe shall be polymer coated on both sides. The minimum thickness of the polymer coating shall be 10 mils.

B. PIPE DESIGNATION

(1) Pipe furnished shall be manufactured in accordance with AASHTO Specification M 36.

(2) Corrugated steel pipe shall be one or more of the following type as designated in AASHTO M 36.

Type I - Full circular cross section having helical corrugations.

Type IA - Full circular smooth lined pipe constructed of an outer shell having helical corrugations with a smooth sheet lining attached to the outer shell at helical lock seams.

Type IR - Full circular cross section with helical rib protruding outward.

Type II - Type I pipe formed into a pipe arch.

Type IIA - Type IA pipe formed into a pipe arch.

The type of pipe furnished on this project will be as shown on the plans and in the bid proposal.

When no type of pipe is called for on the plans or in the bid proposal helically corrugated circular single wall pipe (Type I or Type IR) shall be furnished.

C. MANUFACTURERS CERTIFICATION

(1) The pipe manufacturer will be required to certify the adequacy of the pipe furnished for the application and design life of the project.

(2) The design life for storm sewers constructed under this specification is 50 years.

(3) The pipe manufacturer will be required to run soil pH, soil resistivity and such other test as they deem necessary to design pipe thickness and protective coatings required to assure the adequacy of the pipe supplied.

D. CORRUGATION AND MINIMUM THICKNESS

(1) Thickness used in this specification refers to the bare steel thickness before coating is applied. The minimum thickness for any single wall corrugated steel pipe furnished under this specification is 16 gage.

(2) All corrugated steel pipe furnished under these specifications shall have helical corrugations.

(3) Circular corrugated steel pipe 48” in diameter and smaller shall have 2-2/3” x ½” corrugation and shall be a minimum of 16 gage in thickness.

Circular corrugated steel pipe larger than 48” in diameter may have either 2-2/3 x ½” or 3” x 1” corrugations. The minimum thickness for corrugated steel pipe larger than 48” in diameter and having 2-2/3 x ½” corrugation shall be as follows:

54” Diameter - 12 gage
60” Diameter - 10 gage
66” through 90” Diameter - 8 gage

The minimum thickness for circular corrugated steel pipe having 3” x 1” corrugation and diameters of 54” through 90” shall be 14 gage.

(4) For smooth lined corrugated steel pipe the minimum thickness for the lining shall be 20 gage and the minimum thickness for the outer shell shall be 18 gage.

The corrugations for the outer shell shall be 2-2/3” x ½” for pipe 48” diameter and smaller. Larger diameter pipe may use 3” x 1” corrugations in the outer shell. The sum of the thickness for the outer shell and the liner shall be a minimum of one thickness unit greater than the thickness that would be required for single wall pipe of the same diameter or span.

(5) Spiral rib steel pipe (Type IR) shall have outward projecting spiral corrugations of ¾” x 1” at 11-1/2” on center in accord with AASHTO specification M 36 or ¾” x ¾” at 7-1/2” on center as described in AASHTO specification M 196.

The minimum thickness for spiral rib pipe 48” in diameter and smaller shall be 16 gage.

The minimum thickness for spiral rib pipe 54” and 60” in diameter shall be 14 gage.

The minimum thickness for spiral rib pipe 66” and 72” in diameter shall be 12 gage.

The minimum thickness for spiral rib pipe larger than 72” in diameter shall be as shown on the plans.

(6) The corrugations and minimum thickness of corrugated steel pipe arch shall be in accord with the following table:

EQUIV. Dia. (in.)	2-2/3" x ½" Corrugations Span (in.)	Rise (in.)	Gage	3" x 1" Nominal Size Span (in.)	Rise (in.)	Gage
15"	17	13	14			
18"	21	15	14			
24"	28	20	14			
30"	35	24	14			
36"	42	29	14	40	31	16
42"	49	33	12	40	36	14
48"	57	38	10	53	41	12
54"	64	43	10	60	46	12
60"	71	47	8	66	51	12
66"	77	52	8	73	55	12
72"	83	57	8	81	59	12
78"				87	63	12
84"				95	67	12
90"				103	71	12

When 2-2/3" x ½" corrugations are called for on the plans and/or on the bid schedule the substitution of 3" x 1" corrugations will be allowed only upon the demonstration by the contractor that there is sufficient head room to accommodate the higher rise for arch pipe of this cross section.

E. END TREATMENT AND JOINING

(1) The ends of all corrugated steel pipe furnished for this project shall be rolled to provide circumferential corrugations for coupling. The end corrugations for all pipe 48" in diameter and less shall be 2-2/3 x ½". The end corrugations for single wall helically corrugated steel pipe or for smooth lined corrugated steel pipe 54" in diameter and larger shall be the same pitch as the pipe furnished and may be either 2-2/3" x ½" or 3" x 1". The end corrugations for spiral rib (Type IR) corrugated steel pipe shall be 2-2/3" x ½" or 3" x 1" for pipe 54" and larger in diameter.

(2) Coupling bands shall be made of the same material as the pipe and shall be not more than 3 nominal sheet thicknesses lighter than the pipe joined and in no case less than .052 inch.

Jointing devices for joining corrugated steel pipe shall have a gasket and shall produce a joint meeting the infiltration/exfiltration requirements of these specifications.

If it should be necessary to cut a joint of Helically corrugated pipe and join the unreformed end to another section of pipe or fitting extra width bands will be required and special care must be taken to insure a water tight connection.

Locking bands shall be corrugated and shall securely fit into at least one full annular corrugation. The corrugations on the locking band must match the corrugations on the pipe being joined.
The minimum width for locking bands is as follows:

for 2-2/3 x ½ inch corrugations	10-1/2 inches
3 x 1 inch corrugation	12 inches

For helical corrugations that have not been reformed the coupling bands must be at least 2 inches wider than the widths listed above.

Unless shown otherwise on the plans all bolts for coupling or locking bands shall be ½ inch in diameter. Bands 12 inches wide or less shall have a minimum of 2 bolts. Bands wider than 12 inches shall have a minimum of 3 bolts.

Bolts must be galvanized in accordance with AASHTO Designation M232 or ASTM A164 Type RS.

(3) Gaskets for corrugated steel pipe shall be closed cell expanded rubber and shall be formed into a continuous band. Gaskets may be either “O” ring or flat band as recommended by the pipe manufacturer. Flat band gaskets shall be a minimum of 7” wide and 3/8” thick. “O” ring gaskets shall be 13/16” diameter minimum for pipe 36” in diameter or less and 7/8” for pipe larger than 36” diameter and having ½” deep corrugations. “O” ring gaskets shall be a minimum of 1-3/8” diameter for pipe having 1” deep corrugations. When “O” ring gaskets are furnished, an additional flat gasket shall be furnished and placed between the overlapping ends of the coupling band. This flat gasket shall completely fill the gap between the “O” rings. All gasket materials shall be capable of producing a water tight joint that will meet the leakage requirements of these specifications.

2. CORRUGATED STEEL MANHOLE FITTINGS, AND CLEAN OUTS

A. FABRICATION

(1) Corrugated steel manholes and fittings shall be constructed of the same material and type of pipe furnished for the storm sewer line with the exception that manhole risers shall be helical corrugated single wall circular pipe when used with pipe arch sewers or smooth lined corrugated steel pipe. The thickness of the manhole riser shall be the same as would be required for the same type and diameter pipe if it were used for the storm sewer.

(2) Cleanouts for use on shallow storm sewer and inlet leads shall be manufactured from pipe meeting the requirements of these specifications. Cleanouts shall be constructed to the dimensions and in accord with the details shown on the plans.

B. CONNECTION TO MANHOLES AND CLEANOUTS

(1) Stub outs from manholes and cleanouts for connection to storm sewers and inlet leads shall have annular corrugations and shall be compatible with the type and size of pipe being connected. Stub outs provided for connection to PVC pipe storm sewers and inlet leads shall be sized so that the PVC pipe can be inserted into the stub leaving the least amount of annular space between the PVC pipe and the CSP practical. The PVC pipe shall be connected using an approved molded rubber or PVC sleeve connector clamped to both pipes with stainless steel straps.

The connector shall be a flexible coupling as manufactured by Fernco, 300 S. Dayton St., Davison, MI., or approved equal.

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C. LEAKAGE

Manholes, fittings and cleanouts shall meet the leakage requirements of these specifications.

D. SHOP DRAWINGS

The contractor shall submit shop drawings of all manholes, fittings and cleanouts for approval prior to their fabrication. A minimum of 5 sets of drawings for each manhole, each fitting and each cleanout shall be submitted.

E. CONCRETE SLAB TOPS

A reinforced concrete slab top shall be constructed for each manhole and cleanout. The slab shall extend to one foot (1') outside the riser section on all sides and shall have an eccentric 2' diameter opening for the manway located at the outside edge of the riser section. For manholes and cleanouts designated for standard manhole rings and covers the concrete top shall be 8 inches thick and shall be finished smooth to receive the manhole ring.

For manholes designated to receive pressure type manhole rings and covers the concrete slab top shall be a minimum of 12 inches thick and shall have L bolts imbedded in the concrete to fit the requirements of the manhole ring furnished. The slab shall be finished smooth to receive the manhole ring. The manhole ring shall be securely bolted to the slab and sealed using "Ram Nek" or an approved equal bitumastic sealer between the manhole ring and the concrete slab.

The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

F. PRESSURE MANHOLE RING AND COVER

(1) Pressure type manhole rings and covers shall be Western Iron Works No. 380-24P or approved equal. The manhole cover shall be sealed with an "O" ring gasket in a ring groove and shall be secured to the ring by six (6) 5/8-inch stainless steel bolts.

(2) The ring shall have six (6) 1-1/4 inch bolt holes in the flange for securing the ring to the concrete slab top on the manhole.

3. CORRUGATED STEEL PIPE SLOTTED DRAIN

(1) Corrugated steel pipe slotted drains shall be fabricated from full circle corrugated steel pipe conforming to these specifications.

(2) C.S.P. Slotted drains shall be of a type as manufactured by "Contech Construction Products, Inc.", "Texas Corrugators", "Caldwell Culvert Company" or approved equal.

(3) The upstream end of CSP slotted drains shall be equipped with a bend and a ring and cover of the some size as the pipe from which the slotted drain was fabricated to allow cleaning equipment to be inserted into the slotted drain. The ring and cover shall be Nenah Foundry Co. R-5901 open grate or R-5900 solid lid or approved equal. Unless shown otherwise on the plans the open grate shall be furnished.

(4) When slotted drain is to be connected to PVC leads, molded rubber or PVC flexible connector as specified for connections to manholes and cleanouts shall be furnished.

4. DAMAGED COATING

A. PROTECTION OF PIPE

(1) Pipe fittings and specials shall be handled and stored in a manner that will minimize damage to the coating.

(2) The fabrication process shall be designed to minimize the burning of coatings during welding.

(3) Pipe and/or fittings showing excessive abuse or damage will be rejected.

B. REPAIRING DAMAGE

(1) Pipe on which the metallic coating has been burned by welding or has been otherwise damaged in fabricating or handling, shall be repaired. The repair shall be done so that the completed pipe shall show careful finished workmanship in all particulars.

(2) The damaged area shall be cleaned to bright metal by blast cleaning, power disk sanding, or wire brushing. The cleaned area shall extend at least ½ inch into the undamaged section of the coating. The cleaned area shall be coated within 24 hours and before any rusting or soiling.

(3) Zinc-rich paint shall be applied to a dry film thickness of at least 0.005 inches over the damaged section and surrounding cleaned area. Zinc-rich paint shall be used for repair of damage to all types of metallic coating -zinc, aluminum, and aluminum-zinc alloy.

2.03 CAST-IN-PLACE CONCRETE SEWER PIPE (NON-REINFORCED) FOR STORM SEWERS ONLY

1. DESCRIPTION

This item shall cover machine cast-in-place monolithic non-reinforced concrete pipe, which shall consist of Portland cement concrete placed in a prepared trench at such locations and grades shown on the plans and intended to be used for the conveyance of storm water. Items and item numbers referred to in this specification are the items as given in the "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges."

2. MATERIALS

The cast-in-place pipe shall be constructed of Class "C" concrete. The concrete shall meet the requirements of Item 421, "Concrete for Structures," and Special Provision thereto, except as otherwise noted herein or on the plans. Type III Portland Cement shall be used.

The minimum compressive strength for concrete used in this item is 4000 psi. Backfilling operations may proceed when the concrete has reached 2000 psi compressive strength.

The coarse aggregate grading for pipe diameters 48 inches or less shall conform to that of Aggregate Grade No. 3, one inch (1") maximum size aggregate under Item 421. For pipe diameters over 48 inches, Coarse Aggregate No. 2, one and one third inch (1-1/3") maximum size aggregate shall be used.

No concrete having a slump in excess of 2" will be permitted for use in pipes with diameters of 48 inches and over. For pipes with diameters less than 48 inches, no concrete having a slump in excess of 3" will be permitted for use. At the option of the Contractor, sections of precast reinforced concrete pipe (D-load) may be substituted for cast-in-place concrete pipe. Pipe and installation shall conform to the requirements of Item 465, "Pipe Sewers." Backfill shall be in accordance with the requirements for other storm sewers in these specifications using crusher fines (chat).

3. PIPE MAKING EQUIPMENT

The pipe shall be constructed with equipment specially designed for constructing cast-in-place monolithic concrete pipe. The equipment shall be acceptable to the Engineer and the Contractor may be required to furnish evidence of successful operation in other work of the equipment he proposes to use. Equipment not suitable to produce the quality of work required for the pipeline will not be permitted to operate on the project.

4. DIMENSIONS AND TOLERANCES

The design shell thickness shall be as specified in Table 1.

TABLE I

Internal Diameter inches	Min. Shell Thickness inches
18	2
24	2-1/2
30	3
36	3-1/2
42	4
48	5
54	5-1/2
60	6
66	6-1/2
72	7
84	8
96	9
108	10
120	11

Variation in the internal diameter shall not exceed plus or minus 3 percent. The maximum allowable deviation form the true grade of the design invert of the pipe shall not exceed ½ inch either side of true grade. Where deviation from true grade occurs, true grade shall be re-established at a maximum departure of one-eighth inch per foot.

5. EXCAVATION AND BACKFILL

Excavation shall be in accordance with the requirement for other types of storm drains, except as modified herein. The trench shall be excavated in the lines and grades shown on the plans or as directed by the Engineer. The width of the trench shall be sufficient to accommodate travel of the pipe machine only. The bottom of the trench shall be shaped to the nominal outside circumference of the pipe. Excavation shall be performed from the outlet to the inlet. If the trench is over-excavated for the bottom 210 degrees of the pipe the excess area shall be filled with concrete. If rock is encountered, it will be removed at least 6 inches below the bottom of the pipe and the trench refilled with material sufficiently compacted to

allow operation of the machine and provide a smooth firm surface. The sidewall of the pipe shall be placed against undisturbed material.

Backfill material will be a crusher fine (chat) as described elsewhere in these Specifications. No backfill other than permitted for curing purposes shall be placed until the line has been inspected and approved by the Engineer. The trench may be completely backfilled after the pipe has been in place at least 24 hours and concrete strength requirements have been reached. Light traffic, axle load less than 6,000 pounds, may be routed over the pipe after backfill has been completed for twenty-four (24) hours. Unrestricted traffic may be permitted over the pipe after the backfill has been in place for forty-eight (48) hours.

All backfill material shall be mechanically compacted to 95% modified proctor or as directed by the Engineer.

6. CONSTRUCTION

All surfaces against which concrete are to be placed shall be free from standing water, mud, and debris. Absorptive surfaces against which concrete are to be placed shall be moistened thoroughly so that moisture will not be drawn from the freshly placed concrete.

The concrete shall be placed in one operation around the full circumference of the pipe by means of a traveling form. The forms shall be of sufficient strength to withstand vibrating or tamping the concrete and to permit workmen to walk on the forms without causing springing or bulging at any point.

As the traveling form moves forward, forms shall be placed inside the newly formed pipe to support a minimum of 230 degrees of the upper portion of the pipe.

The concrete shall be vibrated, rammed, tamped or worked with suitable appliances until the concrete has been consolidated to the maximum practicable density, free of rock pockets, and closes snugly against all surfaces or forms and provides a bond between the pipe shell and supporting earth.

When placing operations cease for any reason, the end of the pipe shall be left rough with a slope of approximately 45 degrees. The ends of the pipeline shall be covered with canvas or other suitable cover material to prevent excessive loss of moisture from the interior of the pipe already placed.

When starting pipe laying operation from a previously laid cast-in-place pipe or section of pre-cast pipe, a construction joint shall be made by excavating a “bell” completely around the end of the existing pipe and constructing a concrete collar to extend at least one foot either side of the joint with a minimum thickness equal to that of the wall of the pipe. The end of the existing pipe shall be clean and damp before continuing pipe making operations. Cleaning of the construction joint shall consist of removing all latency, loose or defective concrete, coatings, and any other deleterious materials.

All forms shall be clean and shall be placed at the trench side at the location of their proposed use for inspection by the Engineer. Forms, which are defective in any way, will not be used, and upon condemnation they shall be removed from the site of the work. The forms shall not vary more than ½ inch from the lower edge of a straightedge laid parallel to the centerline of the form, and shall be free of any holes larger than 5/8 inch in greatest dimension. The pipe machine shall be thoroughly clean and serviced prior to the placing of the concrete. Particular attention will be given to all parts of the machine with which concrete comes into contact.

Concrete chutes or trunks shall be provided to reach within 1 foot of the pipe machine hopper. The end of the chute or trunk shall discharge the concrete at the center of the hopper. Provisions shall be maintained to minimize segregation of the concrete mix in all phases of the operation.

Delays in placing shall be handled as follows or as otherwise directed. The concrete hopper on the pipe laying machine shall be kept ½ full at all times, provided, however, that when placing operations cease or are delayed for any reason for more than 20 minutes, the pipe machine shall be pulled forward until all the concrete is exhausted and until the top troweling skirt is clear of the concrete. If the pipe laying operation proceeds within one hour of the time of the last placement, no further steps need to be taken. However, if longer than one hour has elapsed, then a construction joint must be made as previously described. The end of the pipe shall be left rough and at the natural slope when the machine is moved forward.

All junctions of pipe shall be provided for at the time the cast-in-place pipe is placed.

Inside forms shall be removed from the pipe not sooner than 4 hours nor longer than 24 hours after placement of the concrete. Care shall be taken when removing forms to prevent damage to the pipe. The inside of the pipe shall be carefully inspected for imperfections in placement, and any required repairs or smoothing shall be made immediately to provide a uniform interior surface. No wash, mortar or concrete shall be applied to a surface not properly moistened or cleaned. Visible cracks shall be brushed with cement paste or chipped out and pointed up with cement mortar. Any cracks that appear to go through the shell shall be grooved and filled with mortar. All construction operations and methods for providing a watertight pipeline shall be the responsibility of the Contractor. Mortar shall consist of one part cement; two parts well graded sand passing 1/8-inch sieve. Wash shall consist of four parts cement, one part fire clay. The finished surface of the concrete pipe shall be substantially free of fractures, cracks and surface roughness.

7. CURING CONCRETE

Immediately after the concrete is placed the exposed surface of the concrete shall be cured by covering the top with a sheet of polyethylene film sealed with dirt along the edges. During the curing period following the placement of the concrete, the ends of the pipeline and all other openings into the pipeline shall be covered with canvas or other suitable material, except at locations where work is actually in progress. The inside surface of the pipeline shall not be cured.

8. MANHOLES AND BENDS

Manhole bases shall be hand formed on top of the pipe as soon as the pipe-placing machine has passed. Where required, the extra width for manholes shall be excavated ahead of the pipe placing operation. The base for the manhole shall be formed to receive a standard precast concrete barrel section and shall be shaped and smoothed so that the joint can be sealed water tight by use of “Ram Nek” or other approved joint sealing material.

Bends may be formed and cast in place or fabricated using precast reinforced concrete pipe (load D). Design and shop drawings shall be submitted to and approved by the Engineer before the bends are fabricated or cast.

9. MEASUREMENT

Measurement of manholes shall be as specified elsewhere in these specifications. Measurement of bends shall be as for other storm sewer pipe. The method of pipe measurement shall conform to that for other types of storm drainpipe in the section or storm drains in these specifications.

10. PAYMENT

Payment for cast-in-place non-reinforced pipe sewers, measured as prescribed above, will be made at the unit price bid per linear foot for the various sizes of “Pipe Sewers (Cast-in-Place)” complete in place. Payment for manholes shall be as specified elsewhere in these specifications.

Such payment shall be full compensation for furnishing all concrete materials, precast reinforced concrete pipe used in place of cast-in-place pipe, and for all other materials, tools, labor, equipment, and incidentals required to perform the applicable work prescribed herein.

When precast reinforced concrete pipe at the Contractor’s option is used in a line of cast-in-place pipe the additional excavation for the pipe will be subsidiary.

2.04 CENTRIFUGALLY CAST FIBERGLASS REINFORCED RESIN PIPE SEWERS

A. DIRECT BURY PIPES

1. GENERAL

All pipes, joints and fittings shall be manufactured in accordance with the requirements of the applicable standard given below except as noted herein:

Service	Standard
Non pressure Sanitary Sewer	ASTM D3262
Sewer Force Main and Effluent Lines	ASTM D3754

Pipes shall be centrifugally cast, fiberglass-reinforced polyester resin as manufactured by Hobas USA, Inc. or approved equal.

Minimum pipe stiffness when tested in accordance with ASTM D2412 shall be 46 psi.

2. MATERIALS

The manufacturer shall use only approved polyester resin systems for which he can provide a proven history of performance in these particular applications. The historical data shall have been acquired from a composite material of similar construction and composition as the proposed product.

The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade of E-glass filaments with binder and sizing compatible with impregnating resins. Sand shall be minimum 98% silica with a maximum moisture content of 0.2%

3. DIMENSIONS

Pipe outside diameters shall be in accordance with AWWA Standard C151 and C950. For diameters larger than covered in those documents, OD's shall be as shown in Table 1.

TABLE I

*WP/s		0/46		50/46		100/46		150/46		200/46	
Nomin Pipe Sz. (in.)	Pipe OD (in.)	Min. wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt (lb/ ft.)
18	19.50	.42	20	.41	20	.40	19	.38	18	.37	18
20	21.60	.46	25	.45	24	.43	23	.42	22	.40	21
24	25.80	.54	35	.53	34	.51	33	.49	31	.47	30
30	32.00	.66	54	.65	53	.62	51	.60	49	.57	47
36	38.30	.78	77	.77	76	.74	73	.71	70	.68	67
42	44.50	.90	104	.88	101	.85	98	.82	94	.78	89
48	50.80	1.02	134	1.00	131	.96	126	.93	122	.88	115
54	57.10	1.14	169	1.12	166	1.08	160	1.04	155	.99	147
60	62.90	1.26	209	1.23	204	1.19	197	1.14	188	1.09	180
66	69.20	1.38	249	1.35	243	1.30	234	1.25	228		
72	75.40	1.50	298	1.47	292	1.41	280	1.36	270		
78	81.60	1.62	352	1.58	343	1.52	331	1.47	320		
84	88.00	1.74	409	1.70	399	1.64	385				
90	94.30	1.86	468	1.82	458	1.75	440				
96	100.6	1.98	531	1.94	520	1.87	501				

- **Maximum nominal working pressure in psi/pipe stiffness in psi**

Pipe shall be supplied in nominal lengths of 20 feet. Actual laying length shall be the nominal plus or minus 2 inches. At least 90% of the total footage of each size and class of pipe, excluding special order lengths, shall be furnished in nominal length sections.

4. **PRESSURE CLASS & TESTING FOR SEWER FORCE MAINS AND EFFLUENT LINES**

The pipe nominal pressure class (PN) shall be equal to or greater than the maximum sustained operating pressure of the line. The minimum pressure rating for non-pressure pipe shall be 15 psi.

The maximum transient (operating plus surge) pressure of the line shall not exceed the pipe nominal pressure class by more than 40%.

Pipe hoop tensile strength for pressure pipe shall be verified as specified in the applicable standard (D3754 or C950) or by random burst testing at the same sampling frequency. All pipes shall be capable of withstanding a test pressure of 2 times the maximum sustained operating pressure of the line without leaking or cracking. This performance shall be periodically verified at the factory for pressure pipe at least once per lot as defined in D3754, section 7.1.

A. JOINTS

Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize elastomeric sealing gaskets made of EPDM rubber compound as the sole means to maintain joint water tightness. The joints must meet the performance requirements of ASTM D4161.

B. FITTINGS

Flanges, elbows, reducers, tees, wyes, laterals and other fittings shall, when installed, be capable of withstanding all operating conditions. Acceptable configurations include contact molded or metered fiberglass or properly protected standard ductile iron.

Unbalanced thrust forces shall be restrained with thrust blocks or other approved suitable methods. Fiberglass tees, wyes, laterals, or other similar fittings shall be fully encased in reinforced concrete designed to withstand the pressure forces.

2.05 POLYETHYLENE SEWER PIPE

A. SCOPE

(1) This specification covers Polyethylene (PE) pipe with a corrugated outer wall and a smooth interior wall, for use with non-pressure sanitary sewer systems. The PVC fittings and joints are included in the specification.

B. MATERIAL AND MANUFACTURING

1. PIPE MATERIALS

The pipe shall be made from clean virgin Polyethylene compounds having a cell classification of 324420C as defined by ASTM D-3350.

2. FITTING MATERIALS

The fittings shall be made from clean virgin polyvinyl chloride (PVC) compounds having a cell classification of 12454B, 1245C or 13343C as defined by ASTM D-1784.

Pipe shall be manufactured by simultaneous extrusion of the corrugated and smooth walls with the smooth inner wall fused to the outer corrugated wall.

Fittings shall be molded or fabricated.

3. JOINING MATERIALS

a. Gaskets
b. Elastomeric gaskets shall meet the requirements of ASTM F-477.
c. Lubricants

The lubricants used for assembly shall have no detrimental effect on the gasket or the pipe, and shall be per published recommendations of the pipe manufacture.

4. MATERIAL CERTIFICATION

A manufacture's or an independent laboratory certification shall be furnished to the purchaser/engineer that the products were manufactured, sampled, tested, and inspected at the time of manufacture in accordance with this specification.

C. PIPE DIMENSIONS

Pipe dimensions shall meet the following requirements when tested in accordance with ASTM D-2122.

Nominal Size	Avg. O.D.	Avg. I.D.
4	4.790 (121.7)	4.00 (101.6)
6	6.930 (176.0)	6.00 (152.4)
8	9.145 (232.2)	8.00 (203.2)
10	11.405 (289.7)	10.00 (254.0)
12	14.450 (367.0)	12.00 (304.8)
15	17.530 (445.3)	15.00 (381.0)
18	21/150 (537.2)	18.00 (457.2)

D. INSTALLATION

1. Joint Tightness

Minimum joint performance shall show no leakage when tested in accordance with ASTM D-3212.

2. Supplier Assistance

A manufacturers representative of the above referenced pipe material shall be present at the beginning of the installation as required by the Design Engineer or Contractor and shall remain on site until released by the Design Engineer or Field Inspector/Engineer.

2.06 INLETS FOR STORM SEWERS

A. CURB TYPE INLETS

(1) Curb inlets shall be constructed at the locations and to the lines and grades or shown on the plans or as directed by the Engineer.

(2) Curb inlets shall be constructed of reinforced class “C” concrete in accordance with Section 1-B “Concrete Structures” and the plans and detail drawings.

(3) The curb section and the curb inlet shall conform to the curb and gutter section in which it is placed in so far as it is possible.

B. GRATE TYPE INLETS

(1) Grate inlets shall be constructed at the locations and the lines and grades as shown on the plans or as directed by the Engineer.

(2) Concrete boxes for grate inlets shall be constructed of reinforced Class “C” concrete in accordance with Section 1-B “concrete Structures” and the plans and detail drawings.

(3) Grates shall be constructed of ASTM A-48 gray iron having minimum tensile strength of 35,000 psi or ductile iron having a minimum tensile strength of 60,000 psi and a yield strength of 40,000 psi.

The size, style, shape, type, weight and class shall be as shown on the plans.

Grate frames shall be as manufactured for the grate by the grate fabricator. If more than one type or style or frame is available, the type and/or style shall be as indicated on the plans.

C. COMBINATION INLETS

(1) Combination curb and grate inlets shall be constructed at the locations and to the lines and grades as shown on the plans or as directed by the Engineer.

(2) Combination inlets shall be constructed in accordance with the applicable requirements for “Curb type inlets” and “Grate type inlets” above.

D. INLET LEADS

(1) Inlet leads may be PVC pipe or CSP as shown on the plans and called for in the bid proposal.

(2) Inlet leads shall be constructed in accordance with the specifications for type of material used and the plans and detail drawings.

(3) Where two or more leads are joined together to form a single lead to the storm sewer they shall be joined at a cleanout unless shown otherwise on the plans.

(4) Inlet leads shall be connected to the storm sewer at a manhole. The leads shall enter the manhole at a point that will match the .8 points of the two pipes as near as practical.

E. CLEANOUT FOR STORM SEWER INLET LEADS

Cleanouts at the juncture of inlet leads shall be constructed in accordance with the dimensions and requirements shown on the plans and detail drawings.

F. CORRUGATED STEEL SLOTTED DRAINS

(1) Corrugated steel slotted drains shall be as specified in section 2.02-3 of these specifications and shall be furnished in the lengths and diameters as shown on the drawings and in the bid proposal.

(2) Corrugated steel slotted drains are approved for nuisance water inlets only and are sized to allow for considerable clogging before they will cease to function in this capacity.

2.07 MANHOLES

1. GENERAL

A. **CONCRETE MANHOLES ARE NOT TO BE USED FOR SANITARY SEWERS AFTER DECEMBER 31, 2002. FIBERGLASS MANHOLES ARE TO BE USED FOR ALL SANITARY SEWERS**. Concrete manholes can be used for storm water sewers.

All manholes furnished for this project shall be precast unless noted otherwise on the plans and or bid proposal.

Precast manholes shall conform to the requirements of ASTM Specification C-478 with the modifications given in this article.

Concrete used for precast manholes shall have a minimum 28-day compressive strength of 4,000 psi and shall have a minimum cement content of 7 sacks per cubic yards.

All manhole sections shall be furnished with tongue and groove type joints suitable for sealing water tight with rubber or bituminous joint sealer or gaskets.

B. When cast in place components for manholes are called for on the plans the concrete used shall have a minimum 28 day compressive strength of 4,000 psi and a minimum cement content of 7 sacks per cubic yard and shall conform to the requirements of ASTM Specification C-478 with wall thickness as shown on the plans and detail drawings.

Aggregate for the concrete shall meet the sodium sulfate and magnesium sulfate test as required in ASTM Specification C-33.

C. Mortar for filling and shaping the inverts in precast manhole bases and for mortaring precast grade rings and cast iron rings and covers shall consist of one part Portland cement ASTM C150 Type 1 to 3 parts washed sand mixed with just enough water to make a workable mix.

D. Manholes for corrugated steel pipe may be precast concrete or corrugated steel as described in Article 2.02. The type and material shall be as shown on the plans and called for on the bid proposal.

2. PRECAST MANHOLES

A. Manhole base sections shall be cast with an integral floor and shall be constructed in accordance with the details shown on the plans.

B. Manhole riser sections shall be constructed in accordance with the plans and details and these specifications. When pipe openings are required in manhole riser sections they shall be of the same type and meet the same requirements as the pipe openings in the precast bases.

Manhole riser sections for each manhole shall be furnished in the proper combination of lengths to construct the manhole in conjunction with the other components to the finished grade shown on the plans.

C Eccentric cone sections shall be constructed in the same manner as other components except the top of the cone will have a flat surface to accommodate the manhole ring and cover or grade adjusting rings instead of a tongue or groove.

Generally openings will not be required in the wall of the cone section of the manhole.

D. Manhole grade rings shall comply with all the requirements for manhole riser sections except they shall be cast smooth both sides without tongues and/or grooves.

Manhole grade rings shall be sized to fit the smooth small end of the cone section and shall be cast in heights of 2", 4" or 6".

E. Joint seals for precast concrete manholes shall be a bitumastic sealer such as Ram-Nek or approved equal, a soft rubber sealer such as Butyl-Lok or approved equal or an approved "O" ring gasket or a combination of the above if required to achieve a water tight joint.

F. All water tight Storm Sewer Manholes constructed on this project shall have Neenah R-1755-C watertight manhole rings and covers or approved equal.

No separate payment will be made for the protective plastic manhole linings or for the water tight manhole rings and covers but the cost of these items shall be included in the price bid for water tight Storm Sewer Manholes.

In addition to the markings required by ASTM Specification C-478, all components of each manhole shall be, marked with location identifying information such as manhole number or line number and station value where manhole is to be installed. If the manhole has openings for installation of branch lines above the base section, each manhole section shall be clearly marked with the sequence of installation to assure the branch opening will be at the correct elevation.

3. FIBERGLASS MANHOLES

A. SCOPE

Fiberglass reinforced polyester manholes shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl resins, with fiberglass reinforcements and in accordance with the latest edition of ASTM D 3 753 (Standard Specification for Glass-Fiber Reinforced Polyester Manholes). Fiberglass manholes shall be used with fiberglass or plastic sewer pipe.

B. MATERIALS

1. **Resin:** The resins used shall be a commercial grade unsaturated polyester resin.

2. **Reinforcing Materials**: The reinforcing materials shall be commercial Grade "E" type glass in the form of mat, continuous roving, chopped roving, roving fabric, or a combination of the above, having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

3. **Surfacing Materials**: If reinforcing materials are used on the surface exposed to the contained substance, they shall be a commercial grade chemical-resistant glass organic surfacing mat having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

4. **Fillers and Additives**: Fillers, when used, shall be inert to the environment and wet well construction. Additives, such as thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used. The resulting reinforced plastic material must meet the requirement of this specification.

C. FABRICATION

1. **Exterior Surface**: The exterior surface shall be relatively smooth with no sharp projections. Handwork finish is acceptable if enough resin is present to eliminate fiber show. The exterior surface shall be free of blisters larger than ½ inch in diameter, de-lamination and fiber show.

2. **Interior Surface**: The interior surface shall be resin rich with no exposed fibers. The surface shall be free of crazing, de-lamination, blisters larger than ½ inch in diameter, and wrinkles of 1/8 inch or greater in depth. Surface pits shall be permitted up to 6 per square foot if they are less than ¾ inch in diameter and less than 1/16 inch deep.

3. **Defects not permitted**:

Exposed fibers: glass fibers not wet out with resin.
Resin runs: runs of resin and sand on the surface
Dry areas: areas with glass not wet out with resin.
De-lamination: separation in the laminate.
Blisters: light colored areas larger than ½ inch in diameter.
Crazing: cracks caused by sharp objects
Pits or Voids: air pockets.
Wrinkles: smooth irregularities in the surface.
Sharp projection: fiber or resin projection necessitation gloves for handling.

D. PHYSICAL REQUIREMENTS

1. **Load Rating**: The complete manholes shall have a minimum dynamic-load rating of 16,000 ft-lbs. when tested in accordance with this standard. In order to establish this rating, the complete manhole shall not leak, crack, or suffer other damage when load

tested to 40,000 ft-lbs. and shall not deflect vertically downward more than ¼ inch at the point of load application when loaded to 24,000 lbs.

2. **Stiffness**: The manhole cylinder shall have a minimum pipe stiffness value as shown below when tested in accordance with A.S.T.M. 3753 8.5 (note 1)

Depth Ft.	F/dy.psi
3 – 6.5	0.75
7 – 12.5	1.26
13 – 20.5	2.01
21 – 25.5	3.02
26 – 35	5.24

3. **Soundness:** In order to determine soundness, apply an air or water pressure test to the manhole test sample. Test pressure shall not be less than 3 psig or greater than 5 psig. While holding at the established pressure, inspect the entire manhole for leaks. Any leakage through the laminate is cause for failure of the test. Refer to A.S.T.M. 3753 8.6.

4. **Chemical Resistance**: The fiberglass manhole and all related components shall be fabricated from corrosion proof material suitable for atmospheres containing hydrogen sulfide and dilute sulfuric acid as well as other gases associated with the wastewater collection.

5. **Physical Properties**:

	Hoop Direction	Axial Direction
a. Tensile Strength (pi)	18,000	5,000
b. Tensile Modulus (pi)	0.6×10^6	0.7×10^6
c. Flexural Strength (psi)	26,000	4,500
d. Flexural Modulus (psi)	1.4×10^6	0.7×10^6
e. Compressive (psi)	18,000	10,000

6. **Minimum Wall Thickness**: Shall be 0.48” nominal at all depths of the manholes.

E. TEST METHODS: All tests shall be performed as specified in A.S.T.M 3753 latest edition, section 8. Test method D-790 (see note 5) and test method D-695.

F. QUALITY CONTROL: Each completed manhole shall be examined for dimensional requirements, hardness, and workmanship. All required A.S.T.M 3753 testing shall be completed and records of all testing shall be kept and copies of test records shall be presented to customer upon formal written request within a reasonable time period.

G. CERTIFICATIONS: As a basis of acceptance the manufacturer shall provide a independent certification which consist of a copy of the manufacturer’s test report and accompanied by a copy of the test results that the manhole has been sampled, tested,

and inspected in accordance with the provisions of this specification and meets all requirements.

H. SHIPPING AND HANDLING: Do not drop or impact the fiberglass manhole. Fiberglass manhole may be lifted by inserting a 4" x 4" x 30" timber into the top of manhole with cable attached or by a sling or "choker" connection around center of manhole, lift as required. Use of chains or cables in contact with the manhole surface is prohibited.

I. CONCRETE:

1. **Fiberglass Bottom**: Manholes may have fiberglass bottoms that are a minimum of 6" below the OD of the pipe invert when concrete is used to form the invert. Manufactured fiberglass inverts and bench areas are allowed, or concrete may be used to form bench area and invert. Concrete is to be used on top of anti-flotation ring and around the reducer section as required for buoyancy.

2. **Concrete Bottom**: Lower manhole into wet concrete until it rests at the proper elevation, with a minimum of 4 inches of fiberglass manhole inserted into the wet concrete below flow line, then move manhole to plumb. The concrete shall extend a minimum of one foot from the outside wall of the manhole and a minimum of 6 inches above incoming lines. On the inside concrete shall form the bench and invert area and rise a minimum of 4 inches above incoming lines. If required by Engineer concrete may be used around reducer section for buoyancy control.

BACKFILL:

1. **Backfill Material**: Unless shown otherwise on drawings and approved by the Engineer, sand, crushed stone, or crushed gravel shall be used for backfill around the manhole for a minimum distance of one foot from the outside surface and extending from the bottom of the excavation to the top of the reducer section. Suitable material chosen from the excavation may be used for the remainder of the backfill. The material chosen shall be free of large lumps or clods, which will not readily break down under compaction. This material will be subject to approval by Engineer.

2. **Backfill Procedure**: Backfill shall be placed in layers of not more than 12 loose measure inches and mechanically tamped to 95% Modified Proctor Density, unless otherwise approved by Engineer. Backfill shall be placed in such a manner as to prevent any wedging action against the fiberglass manhole structure.

K. MARKING and IDENTIFICATION: Each manhole shall be marked on the inside and outside with the following information:

Manufacturer's name or trademark
Manufacturer's factory location
Manufacturer's serial number
Total length

4. MANHOLE RINGS AND COVERS

A. Manhole rings and covers furnished for this project shall be pattern No. 300-24 as produced by Western Iron Works, Inc., 21 E. 6th St., San Angelo, Texas 76903-5493 or Bass and Hays Foundry, Inc., 238 South Bagdad Rd., Grand Prairie, Texas 75050, or approved equal.

B. WATER TIGHT MANHOLE COVERS

(1) Water tight manhole rings and covers furnished for this project shall be number R-1755-C as manufactured by Neenah Foundry Company, P.O. Box 729, Neenah, Wisconsin 54957, or approved equal.

(2) When watertight replacement sanitary sewer manhole rings and covers are called for on the plans and in the bid proposal they shall be Neenah Foundry Co. No. R-1755-C or approved equal.

No separate payment will be made for adjusting to grade of the replacement watertight manhole rings and covers. The contractor shall schedule this work to coincide with other manhole and water valve adjustments and any costs that might be involved shall be included in the price bid for replacement water tight manhole rings and covers.

(3) Manhole vents shall be used in conjunction with watertight rings and covers spaced every third manhole or as indicated on the plans. Vents shall be constructed as indicated on City design and construction standards.

C. Pressure type manhole rings and covers may be required for certain storm sewer applications. When pressure type manhole rings and covers are called for on the plans and/or bid schedule they shall be Western Iron Works Pattern #380-24P or approved equal. The manhole cover shall be sealed with an “O” ring gasket in a ring groove and shall be secured to the ring by six (6) five-eighths inch (5/8”) stainless steel bolts. The ring shall have six (6) one and one quarter inch (1-1/4”) bolt holes in the flanges for securing the ring to the concrete slab top on the manhole.

D. All manhole covers except grate type shall have two blind pick holes or pick bar cast into them. The blind pick holes or pick bars shall be placed on opposite sides of the cover.

E. All manhole covers except grate type shall have cast into their tops in letters 2 inches high minimum one of the following:

CITY OF MIDLAND
SANITARY SEWER
OR
CITY OF MIDLAND
STORM DRAIN

which ever is applicable.

2.08 GRANULAR MATERIALS

A. GRANULAR MATERIAL GRADATION CLASSIFICATIONS:

Granular materials furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as sharp grained sand, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM C33 Grade #57	x			
ASTM C33 Grade #67	x			
ASTM C33 Grade #8		x	x	
THD 1982 Item 302 Type D Grade 4		x	x	
THD 1982 Item 302 Type D Grade 5			x	
Crusher fines**			*x	x

*100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the ¾" sieve.

** Approximate Gradation for Crusher Fines.

Sieve Size	% Passing
2 inch	100
# 4	35 - 100
# 10	20 - 100
# 40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

B. GRANULAR MATERIAL USE DESIGNATIONS:

Granular materials provided for Foundation, Bedding, Encasement, or Backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B bedding where specified.
Granular Encasement	Placed below an elevation one half foot (6") above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

PART 3 – EXECUTION

3.01 LOCATION OF WORK

A. The work will be located as shown on the plans.

B. It may be necessary for the Engineer to shift lines as reasonable amount to avoid an obstruction to the construction or to reduce right of way difficulties. The Contractor will not be allowed any additional compensation due to shift of lines. Additional compensation will be allowed only for lengthening of lines.

3.02 PROTECTION OF SURFACE STRUCTURES

A. All surface structures and features located outside the permissible excavation limits for underground installations, together with those within the construction areas which are indicated in the Plans as being saved, shall be properly protected against damage and shall not be disturbed or removed without approval by the Engineer.

B. Obstructions such as street signs, guard posts, mail boxes and other items of prefabricated construction may be temporarily removed during construction provided that essential service is maintained in a relocated setting as

approved by the Engineer and that non-essential items are properly stored for the duration of construction. Upon completion of the underground work, all such items shall be replaced in their proper setting. This removal, relocation and replacement shall be at the sole expense of the Contractor.

In the event of damage to any surface structures or improvements, either privately or publicly owned, in the absence of construction necessity, the Contractor will be required to replace or repair the damaged property to the satisfaction of the Engineer and without cost to the Owner.

3.03 INTERFERENCE OF UNDERGROUND STRUCTURES

A. When any underground structure interferes with the planned placement of the pipeline or appurtenances to such an extent that alterations in the work are necessary to eliminate the conflict or avoid endangering effects on either the existing or proposed facilities, the Contractor shall immediately notify the Engineer and the Owner of the affected structure. When any existing facilities are endangered by the Contractor's operations, he shall cease his operations at the site and take such precautions as may be necessary to protect the in place structures until a decision is made as to how the conflict will be resolved.

B. Without specific authorization from the Engineer, no essential utility service shall be disrupted, nor shall any change be made in either the existing structures or the planned installations to overcome the interference. Alterations in existing facilities will be allowed only to the extent that service will not be curtailed unavoidably and then only when the encroachment or relocation will satisfy all applicable regulations and conditions.

C. Wherever alterations are required as a result of unforeseen underground interference not due to any fault or negligence of the Contractor, the Engineer will issue a written order covering any additional or extra work involved and specifying the revised basis of payment, if any. Any alterations made strictly for the convenience of the Contractor shall be subject to prior approval and shall be at the Contractor's expense.

D. No extra compensation will be allowed for delays caused by the interference of underground structures.

3.04 SEPARATION BETWEEN SANITARY SEWERS AND WATER MAINS

A. Sanitary sewers and service lines shall be installed so that the separation between the sewer and water mains is not less than 9 feet in all directions. The 9 feet shall be measured between the nearest outside edges of the pipe.

B. When the required 9 foot minimum separation cannot be maintained and a sanitary sewer must be constructed parallel to a water main, the sanitary sewer shall be constructed of ductile iron or PVC pipe meeting AWWA specification or having NSF approval for potable water pipe, with a pressure rating of 100 psi for both the pipe and the joint. The sanitary sewer line shall

be installed in a separate trench and may be placed no closer than 2 feet vertically and 4 feet horizontally from the water main, with the separation being measured from the nearest outside walls of the pipes. The sanitary sewer shall be constructed lower than the water main.

C. When a sanitary sewer must cross a water main and the 9 feet required separation cannot be maintained, the sanitary sewer may be constructed with a minimum clear separation between the outside diameters of the two pipes of 6 inches if that part of the sanitary sewer within 9 feet of the water main is constructed of ductile iron pipe or PVC pipe meeting AWWA specifications, having a 150 psi pressure rating and equipped with pressure type joints. One length of the sewer pipe must be centered on the water main and where possible, the sanitary sewer should pass under the water line.

D. When the 9 foot required separation cannot be maintained and a sanitary sewer force main must be constructed parallel to a water main, the sanitary sewer force main shall be constructed of ductile iron or PVC pipe meeting AWWA specifications and having a pressure rating of 150 psi and equipped with pressure type joints. The force main must be constructed with a minimum vertical separation of 2 feet and a minimum horizontal separation of 4 feet measured between the outside diameters of the pipes. The force main must be constructed lower than water main.

Table I showing separation of water and sewer lines and construction materials allowed:

TABLE 1
SEPARATION OF WATER AND SEWER LINES

Condition	Location	Material		Separation (Min.)		Comments
		Water	Sewer	Vert.	Horiz.	
NEW WATER AND NEW SEWER SYSTEM						
New Water & New Sewer Gravity Sanitary Sewer Parallel to Water Main	Water above Sewer	Std.	CI DI PVC 150 PSI	2’	4’	Separate Trenches
Gravity Sanitary Sewer Crossing Water Main	Water above Sewer or Sewer above Water	Std	CI DI PVC. 150 PSI	6”	NA	Center one joint of sewer pipe on water main
Gravity Sewer Crossing Water Main	Water above Sewer	Std	ABS, Clay Conc. composite	2’	NA	Cement stabilize sand initial backfill zone each side of crossing. Center of sewer for 9 ft one joint of sewer pipe on water Main
NEW WATER AND EXISTING SANITARY SEWER						
New Water Parallel Existing Sewer	Water above Sewer	Std.	Clay, Conc. ABS CI DI PVC	2’	4’	If sewer shows no sign of leakage, then leave sewer alone. If Sewer shows signs of leakage, then repair or replace.
New Water Crossing Existing Sewer	Water above Sewer	Std	Clay, ABS Conc. composite	2”	NA	If sewer shows no sign of leakage, then leave sewer alone if sewer shows signs of leakage then repair or replace.
New Water Crossing Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	NA	Replace existing sewer with one joint CI,DI,PVC-150 Centering over waterline
New Water Parallel to Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	4’	Replace existing sewer with CI, DI, PVC – 150 PSI or Cement Stabilized sand back- fill initial Backfill none of sewer where parallel closer than 9 ft., or Encase the water in 150 PSI Pipe two nominal sizes larger.

EXISTING WATER AND NEW SANITARY SEWER						
New Sewer parallel Existing Water	Water above Sewer Or Sewer above Water	Std	CI DI PVC 150 PSI	2'	4'	Separate trenches
New Sewer crossing Existing Water	Water above Sewer or Sewer above water	Std	CI DI PVC 150 PSI	6"	NA	Center one joint of sewer pipe on water main.
New Sewer crossing Existing Water	Water Above Sewer	Std	Clay, ABS Conc. composite	2'	NA	Cement Stabilize sand initial backfill zone of sewer for 9 ft each side of crossing. Center one joint of sewer pipe on water main.

3.05 EXCAVATION

A. Excavation of every description and of whatever materials encountered shall be made to the alignment and depth shown on the plans or as directed by the Engineer. Excavation shall be made by open cut. Sides of trenches shall be kept as nearly vertical as possible and the trench shall be so braced, sheeted and drained that workmen may work safely and efficiently therein. The trenches shall be sufficiently straight between designated angle points to permit the pipe to be laid true to line in the approximate center of the trench.

B. The trench width may vary with and depend upon the depth of trench, the diameter of pipe to be laid and the nature of the material to be excavated; but in any case shall be of ample width to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted properly. The minimum width of unsheeted trench shall be 18 inches. The maximum clear width of trench at the top of the pipe shall be not more than two (2) feet greater than the outside diameter of the pipe for pipes up to 33" diameter except by consent of the Engineer. Whenever, for any reason, the maximum trench width is exceeded, the Contractor shall provide, at his own expense, pipe of higher class and/or bedding adequate to sustain the increased soil load as calculated by the Engineer.

C. Trenches shall be undercut to provide for the class bedding specified and/or shown on the plans. Bell holes shall be excavated to insure the pipe resting for its entire length upon the bedding material. Where trenches are under-cut beyond the depth required for bedding the trench shall be brought to grade by using crushed aggregate as specified for foundation herein. The use of loose native soil will NOT be permitted for this purpose.

D. No pipe shall be laid in water. Where the ground water table is at or above trench bottom, the Contractor shall de-water the trench to permit the pipe to be laid on a solid foundation.

   Costs for de-watering by whatever method selected shall be considered incidental to the price bid per foot of pipe.

   The Contractor shall discharge pumps to the natural drainage channels, or if permitted, to other sewer or drains.

Where sewer pipelines are located in or across streambeds or drainage ditches, the Contractor shall divert the stream flow and de-water each section as the work progresses.

E. Temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers, and other obstructions encountered in the progress of the work shall be furnished by the Contractor at his own expense under the direction of the Engineer.

F. Whenever wet, soft or unstable soil, incapable of properly supporting the pipe, manholes or other structure is encountered in the trench, a further depth and/or width shall be excavated and refilled to trench bottom grade with gravel or other approved suitable material thoroughly compacted to assure a firm foundation for the pipe.

G. Rock, boulders and large stones shall be removed to provide a clearance of at least six (6) inches below the outside barrel of the pipes, valves, or fittings and to a clear width of six (6) inches on each side of all pipe and appurtenances for pipe 15 inches in diameter or less, and a clear width of nine (9) inches on each side of all pipe and appurtenances for pipe larger than 15 inches in diameter. Adequate clearance for properly joining pipe laid in rock trenches shall be provided at bell holes. The space between the rock at the bottom of the trench and the bottom of the pipe barrel shall be filled with compacted bedding material.

H. The Engineer shall be notified of any need for blasting to remove materials which cannot be broken up mechanically, and there shall be no blasting operations conducted until the Engineer's approval has been secured. Blasting operations will be allowed only when proper precautions are taken to protect life and property, and then shall be restricted as the Engineer directs. The Contractor shall assume full responsibility for any damage caused by blasting, regardless of the requirements for notification and approval. The Contractor shall secure any required permits for blasting and shall conduct blasting operations in conformance with all applicable State and local laws, regulations and ordinances.

I. In the event the Contractor desires to employ tunneling in locations other than as shown on the Plans in order to avoid replacement of sidewalks, etc., he shall do so only upon receipt of specific permission from the Engineer. Tunneling of this nature shall be considered incidental.

J. Excavated materials will be classified for reuse as being either suitable or unsuitable for backfill or other specified use.

3.06 SPECIAL SAFETY PROVISIONS

1. TRENCH SAFETY SYSTEMS

A. DESCRIPTION

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more. Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, de-watering or diversion of water to provide adequate drainage.

B. CONSTRUCTION METHODS

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, 1989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. Arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires “Design by a qualified person or a qualified engineer,” [For example see 1926.652 (b) (3) and 1926.652 (c) (4)], a “qualified person or qualified engineer” shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

C. TRENCH SAFETY PROGRAM

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

D. INSPECTION

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

2. SAFETY RESTRICTIONS - work near high voltage lines

The following procedures will be followed regarding the subject item on this contract:

A. Warning signs painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

B. All equipment except back hoes or dippers that may be operated within ten feet of high voltage lines shall have an insulating cage-type of guard about the boom or arm and insulator links on the lift hook connections.

C. When necessary to work within six feet of high voltage electric lines, notification shall be given the power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

D. The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

3.07 PIPE LAYING

A. All gravity pipe shall be laid using approved grade boards, furnished and set by the Contractor at no additional cost to the Owner, according to the grade stakes established by the Engineer. The maximum spacing of grade boards shall be fifty (50) feet. No sewer shall be laid unless there is a minimum of three grade boards set to check the proper grade and alignment ahead. The Contractor shall provide and use a suitable grade rod to insure the proper grade of the pipe.

B. The Contractor may use the laser beam method of setting a line and grade for the sewer by using the laser beam coaxially through the center of the sewer being laid. The laser beam projector is to be rigidly mounted to its support platforms, with a two-point suspension, or equivalent, assuring that all ground and equipment vibrations are kept to an absolute minimum. The Contractor shall furnish all equipment including equipment necessary to control atmospheric conditions in the pipe to keep line and grade to acceptable standards of accuracy. Competent experienced people who have been properly trained to operate the equipment used must operate the laser beam system.

C. The Contractor shall stake check pegs at all manholes throughout the job. Check pegs midway between manholes and any other checkpoints deemed necessary to assure accuracy of the equipment shall be provided by the contractor.

D. Each piece of pipe and special fitting shall be carefully inspected before it is placed and no defective pipe shall be laid in the trench. Pipe laying shall proceed upgrade, starting at the lower end of the grade and with the bells uphill. No pipe shall be laid except in the presence of an inspector representing the Engineer. Any pipe laid except in the presence of an inspector representing the Engineer shall be subject, at the contractor's expense, to a television camera inspection and survey by the city. Trench bottoms found to be unsuitable for foundations after pipe laying operations have started shall be corrected and brought to exact line and grade with approved compacted granular material as specified for foundation in Item 2.07 A. of these specifications.

E. Pipe laying shall proceed up-grade with spigot or tongue ends pointing in the direction of flow. The spigot shall be centered in the bell, and pipe shoved into position, and brought into true alignment. It shall be secured there with bedding material carefully tamped under and on each side of it, excepting at bell holes. Care shall be taken to prevent dirt from entering the joint space.

F. Any defective or damaged pipe discovered after the line is laid or any gravity pipe, which has had its grade or joint, disturbed after laying shall be removed and replaced or relayed. The section of line in which such damaged or displaced section is discovered shall be retested after corrections are made.

G. Where excavation for buildings or other portions of the work have been carried below the line and grades of the pipe, thorough tamping of approved crushed stone backfill and the use of adequate bracing and blocking under the pipe will be required to insure against settling and shearing of the pipe. In areas where noted on plans, Portland cement stabilized material or concrete shall be used for backfill to provide adequate bracing for pipe and protection of structures.

H. All manhole connections for PVC or other Polymer based pipe shall be made using "A Lok Gaskets" or "Kor-N-Seal" boots or other approved water stop devices. Only Portland cement grout that expands upon curing or approved non-shrink grout will be incorporated into any manhole connection.

I. Connections to manholes for other types of pipe shall be in accord with the pipe manufacturers specifications and other applicable requirements of these specifications. The resulting joint shall meet the leakage test requirements of these specifications.

J. The exposed end of all pipes shall be fully protected with a stopper or bulkhead at the end of each day's work to prevent earth, debris, small animals, or other substances from entering the pipe. The interior of the sewer shall be carefully freed from all dirt, jointing compound, or superfluous material of every description as the work progresses.

3.08 CONNECTION AND ASSEMBLY OF JOINTS

1. JOINING PVC OR OTHER POLYMER BASED PIPE

A. The type of joint and the material to be used shall be as shown on the plans or specified herein. Factory cast compression joints shall be free of dirt and lubricated before inserting the barrel into the bell. After the spigot is centered in the bell, the pipe shall be shoved home solidly by using a wood block and bar. The Contractor shall keep the ends of the pipe closed to prevent dirt and other material from entering the pipe during placement. All joints must be water tight, and any leaks or defects discovered must be repaired immediately. Any pipe, which has been disturbed after being laid, must be taken up, the joint cleaned and properly relayed as directed by the Engineer.

Lubricant used shall be as recommended by the pipe manufacturer.

B. Field-cut pipe must be beveled for insertion into the gasketed bell or coupling. Bevels can be made with a hand or power tool. Bevels shall be made to pipe manufacturer's specifications. If pipe manufacturers specifications are not available the bevel may be made at 15 degrees to the longitudinal axis of the pipe through one half (l/2) the wall thickness.

C. After pipe has been cut and beveled, a new full insertion mark located as recommended by the pipe manufacture shall be made using a felt tip pen. The contractor may determine the location of the insertion mark by measuring the mark location on a factory marked joint of pipe if manufacturer's specifications are not available.

2. JOINTING CORRUGATED STEEL PIPE

A. Gaskets for corrugated steel pipe shall be "O" Ring or sleeve types. Sleeve gasket shall be carefully placed on one joint of pipe. When the pipe is aligned and brought end to end the gasket shall be carefully centered over the joint between the ends of the pipe. "O" ring gasket shall be installed in accordance with the manufacturer's recommendation.

B. When "O" ring gaskets are furnished a flat gasket shall be furnished and placed between the overlapping portions of the band. The gasket shall extend the full width of the band and shall be of sufficient depth to assure a watertight joint.

C. The coupling band shall be carefully centered over the joints and tightened to the pipe manufacturer specifications. Care shall be taken during the tightening process to assure a snug uniform fit for the entire circumference of the pipe.

3. PROTECTING AND COVERING JOINTS

A. The contractor shall keep the ends of the pipe closed during the time of construction to prevent the entry of dirt, debris, small animals and other foreign objects.

B. Joints shall not be covered until approved by Engineer or his representative. Connections, which are for future use, shall be properly capped.

3.09 CONNECTIONS TO EXISTING STRUCTURES

A. Where shown on the plans, the contractor shall connect the new sewer to existing manholes. If no stub out is present in the existing manhole for such connection, the contractor shall construct such connection by making a hole in the side of the existing manhole using a coring machine or other approved method and installing a “KOR N Seal” boot as manufactured by N.P.C. Systems, Inc. or other approved water tight manhole connector.

The contractor shall use caution in constructing the connection to the existing manhole. Damage to the manhole that, in the opinion of the Engineer, would impair the use and/or function of the manhole shall be just cause to require the contractor to reconstruct the manhole at contractor’s expense. Such damage shall include but not be limited to cracking of the manhole riser section, spalling around the connection significantly reducing manhole wall thickness or excessive oversize in the opening for the new connection requiring any filler other than the manhole connector and/or non-shrink grout specified.

The contractor shall make such changes in the invert of the manhole as may be necessary to provide a smooth flow of the water through the manhole. Any connection to existing structures required in the Plans shall be accomplished by the Contractor and shall be incidental item with no direct compensation being made unless listed as a pay item in the bid proposal.

B. If the work consists of the construction of a sewer that is to replace an existing sewer, all of the existing service lines shall be kept in operation and connected to the new line.

C. Connections shall be made to all existing sewer lines in the vicinity of the work by removing a section of the sewer for the existing line and inserting in the space a tee branch of proper size, or by the construction of a manhole, regulator chamber of other structure as shown on the Drawings.

D. Connections to building services shall be made in a neat and workman like manner. Clean out plugs shall be installed wherever feasible, by making the connections with a standard wye or tee-wye. When clean out plugs are installed they should be located as near the right of way line as practical.

3.10 BACKFILL OPERATIONS

1. GENERAL

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline, so as to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by-section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. For this specification backfill is defined as any material placed in the trench above the bedding zone other than the pipe or conduit and appurtenance.

For flexible pipe the backfill between the bedding material and the crown of the pipe shall be crushed stone suitable for encasement as specified in article 2.07 of the specifications. When Portland cement stabilized backfill is used above the pipe zone; the crushed stone encasement shall extend to 1' above the crown of the pipe.

C. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

D. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited at locations shown on the plans or as directed by the Engineer at no additional compensation.

E. Backfill materials placed in the pipe zone shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Above the pipe zone the backfill material shall be placed uniformly across and along the trench in depth suitable for the compaction method used and compacted to a minimum of the density specified for the material used and the trench location. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon.

The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

F. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods, so as to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

G. The maximum loose thickness of each backfill layer placed above the pipe zone shall be 12 inches, except that 16 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer and in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. “Hydro tamps”, “vibra tamps” or other heavy compacting equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

H. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor’s discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

I. For the duration of the warranty period of the project, the Contractor shall assume full responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

2. BACKFILL IN PUBLIC RIGHTS-OF-WAY AND OTHER AREAS WHERE SETTLEMENT IS CRITICAL

A. GENERAL REQUIREMENTS

(1). Backfill above the pipe zone in public rights-of-way and under paved parking lots, near structures or other utilities where settlement can cause damage shall be made using Portland cement stabilized backfill or crushed stone screenings (crusher fines).

The pipe zone is defined as that portion of the trench extending from the bottom of the trench to 12” above the crown of the pipe or conduit.

(2) Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using Portland cement stabilized backfill material or crushed stone screening (crusher fines).

(3) The minimum depth of stabilized backfill or crusher fines shall be twelve (12”) inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.
When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in streets that are scheduled for immediate paving, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8”) inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities the backfill shall extend to the top of the course the contractor has finished, or the top of the base course, which ever is lower.

If the final course of asphaltic concrete has been placed, the street or alley surface shall not be cut for utility installation.

In streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6”) inches in which case the maximum depth of the “pipe zone” shall be limited to six (6”) inches above the top of the utility line or conduit.

B. BACKFILL MATERIALS

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall NOT be used.

When Portland cement stabilized backfill is to be used, the contractor shall submit a mix design prepared by an approved commercial laboratory for approval before the trenching operation is begun. When native soil is to be used samples may be taken along the proposed route by boring or other approved means. Samples must be representative of the full trench depth.

The mix design shall be such that the minimum 7-day compressive strength is 150 psi when tested according to test method Tex 418-A.

The minimum cement content for Portland cement stabilized backfill shall be 1 sack per cubic yard.

Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

Caliche used for Portland cement stabilized backfill shall be crushed material conforming to Texas State Department of Highways and Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

Native soil used for Portland cement stabilized backfill shall be clean, free of clods and organic matter, and free of rock in excess of 2”.

(2) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the requirements of Article 2.07 of these specifications.

(3) Trencher excavated rock material shall be screened so that the largest diameter material is less than 2". The screened rock material used for backfill shall have sufficient moisture added so that the backfill will bind with the fines. The rock material backfill shall be tamped or compacted in two (2) foot lifts. A sheeps foot roller shall not be used unless there is two (2) feet or more compacted backfill above the pipe bedding.

C. BACKFILL CONSTRUCTION

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety-five (95%) modified proctor densities by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench. The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90%-modified proctor will be deemed adequate.

3. BACKFILL OUTSIDE OF PUBLIC RIGHTS-OF-WAY WHERE SETTLEMENT IS NOT CRITICAL

A. In areas outside of public rights-of-way and in the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

B. Suitable material shall be defined as a mineral soil reasonably free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

C. The backfill material placed in this area shall be compacted by suitable means to a minimum density equal to the density of the undisturbed surrounding soil. City Engineer MUST approve water flooding as a means of compaction.

4. TRENCH BACKFILL BEHIND CURB AND GUTTER

A. When utilities are placed behind the curb in paved streets and other landscaped areas the backfill shall be the same as elsewhere in the right-of-way or other applicable location except that in grassed areas and in flower beds the top six (6") inches of backfill shall be good quality top soil. When utilities are placed behind the curb in grassed or landscaped areas where no sidewalk is to be constructed and the edge of the trench is a minimum of 2 feet from the back of curb or where sidewalk is to be constructed and the minimum distance from both the back of curb and the edge of the sidewalk to the edge of the trench is 2 feet the contractor may elect to use suitable native soil for backfill. The native soil backfill shall be compacted to 95% modified proctor density to within 6" of the top of curb height. The top 6" of backfill shall be good topsoil and shall be compacted to the density of the adjacent soil.

B. Sidewalks shall be repaired by removing and replacing the complete section or sections that have been damaged. Strip patching through sidewalks will not be permitted.

The replacement sidewalk shall be of the same design and section as the walk removed and shall be of equal or better workmanship.

C. When utilities are placed in paved areas behind curbs the pavement shall be repaired as specified for street pavement.

D. Grassed areas and flowerbeds shall be restored as nearly as possible to the original condition. Care shall be taken to avoid damage to sprinkler systems.

Mail boxes and other appurtenance in the construction area. Any damage to said items shall be repaired immediately.

E. All repairs made behind the curb shall be to the satisfaction of the property owner responsible for their maintenance and/or to the satisfaction to the City Engineer.

3.11 INLET STRUCTURES AND LEADS AND CLEANOUTS FOR STORM SEWERS

A. Corrugated Galvanized Steel Slotted Drains for Nuisance water inlets only.

(1) Slotted drains shall be the sizes and lengths as shown on the plans and constructed at the locations as shown on the plans or at locations to be established on the job site.

(2) Slotted drains shall not be installed under asphalt pavement but shall have a section of concrete gutter constructed around it as shown on the detail drawings.

Slotted drains shall be protected from the entrance of debris, concrete or HMAC by closing the slot with one or two layers of heavy duct tape or similar material. In addition, the slot for slotted drain shall have a 2-½ inch or ¾ inch board attached to use as a guide for placing and edging the concrete.

Unless otherwise approved or directed by the Engineer the removal of tape and planking from the slotted drain should be accomplished as part of the final clean up.

B. Curb inlets, grate inlets and combination inlets

(1) General

Curb inlets, grate inlets and combination inlets may be pre-cast or cast-in-place at the contractor's option unless specifically shown otherwise on the plans and bid proposal.

(2) Pre-cast inlet boxes

(a) Construction and finish for pre-cast inlet boxes shall conform to details shown on the plans and all applicable requirements for pre-cast manholes.

(b) Tops for curb inlets and combination inlets may be cast in place or pre-cast. Extra care will be required in setting pre-cast tops to assure curb and gutter match.

(c) Pipe connections, bedding, setting and backfill for pre-cast inlets shall be in accord with the applicable requirements for pre-cast manholes article 3.12 of these specifications.

(3) Cast in place inlets

(a) Cast in place inlets shall be constructed of class "C" reinforced concrete as specified in item 1-B "Concrete for Structure" in these specifications.

(b) Forms for cast in place inlets shall be straight, clean and in good condition. Forms shall be properly cleaned and oiled before concrete is placed.

(c) Construction joints may be placed in cast in place inlets at locations shown on the plans. When construction joints are used, extra care will be required to assure that the joints are watertight.

(d) Cast in place inlets may be cast without outside forms if the soil conditions are such that true vertical walls can be cut and will stand during construction without sloughing or otherwise incorporation foreign materials into the concrete.

(e) When inlets are cast without outside forms, a plastic sheet lining may be required to prevent excessive loss of moisture from the concrete and/or to prevent incorporation of foreign material into the concrete.

A. Inlet Leads

(1) Inlet leads shall be constructed of corrugated steel pipe, PVC pipe or other material as called for on the plans and in the bid proposal.

(2) Construction of inlet leads shall be in accord with the applicable requirements for the type of pipe used.

(3) Junctions where two or more inlet leads are joined shall be made at clean outs or manholes.

B. Cleanouts

(1) Clean outs shall be constructed in accord with the plans and detail drawings.

(2) Construction and connections shall be in accord with the applicable specifications for construction of corrugated steel pipe manholes.

3.12 SANITARY SEWER SERVICES AND PLUGGED STUBS

A. Sanitary Sewer Services:

(1) On new sewer main construction all sewer laterals shall be constructed as part of the initial installation. Sewer wye fittings for sewer laterals in new construction shall be molded or fabricated with all gasketed connections. Four (4”) inch laterals shall be installed at all single-family residences and duplex. Laterals installed for apartment complexes, commercial and industrial areas shall be a minimum of six (6”) inches. Depth of laterals will be determined by depth of sewer main and applicable building codes. Laterals shall be installed using tee wyes or wyes and bends so that they will be at 90 degrees to the sewer main. Laterals shall extend to 3’ minimum beyond the property line of the served lot or tract. The contractor shall install sewer laterals according to the typical sewer lateral detail and the most current revisions of the Plumbing Code.

(2) Taps into existing lines shall use a gasketed fitting in conjunction with a full circle repair sleeve coupling, except that taps into existing ductile iron sewer may be made using the Genco Model DF sewer pipe saddle (The General Engineering Co., Frederic, MD Drawing No. R-3220-D dated 12/29/82) or approved equal.

(3) Cemented mitered connections without socket reinforcement shall not be permitted. The contractor will be permitted to use fittings, which are prefabricated, using pipe sections, molded saddles and PVC solvent cement, provided the solvent cement used in fabrication has cured for at least 24 hours prior to the installation. All solvent cement fittings shall e manufactured in the shop under controlled conditions.

(4) All caps and plugs shall be braced, staked, anchored, wired on or otherwise secured to the pipe to prevent leakage under maximum anticipated thrust from internal abnormal operating conditions or test pressures from water or air.

(5) It shall be the duty of the Contractor to keep a record of sewer service wye locations with respect to the nearest downstream manhole, but the Engineer will record ties on the end of all sewer services at the property line. When installing sewer services the Contractor shall, before backfilling, contact the Engineer or his representatives, and assist him in making ties to the end of the service in the open trench. At least two ties shall be made for each service, and if backfilling proceeds before such ties are made, the Contractor shall dig up the end of all such services, with no additional compensation, for the purpose of making ties. During backfilling the Contractor shall furnish and place a vertical steel post or 2 inch by 2 inch wooden stake set flush with finished ground surface, and extending down to the end of the sewer service, a nail shall be placed in the top of the stake to allow location of the service by metal finder.

(6) The main sewer service connection shall consist of installing an in-line wye section in the main sewer line at designated locations. Saddle wye installations will be permitted only when specifically called for. Orientation of service connection fittings shall be as shown in the standard drawings unless otherwise directed by the Engineer.

(7) Where the depth of cover over the main sewer invert is greater than 8 feet (or such other maximum as may be indicated), the service connection shall be extended outward then upward by use of bends to prevent excess loading on the sewer main in accordance with the details shown in the drawings.

(8) The Contractor shall provide the necessary wyes, tees and bends to bring the service to the proper place at the property line.

(9) Wherever service line connections to the main sewer are permitted or required to be made by the open cutout method in the absence of a built-in tee or wye fitting, the connection shall be made by using an approved type coring machine or by other approved methods producing a uniform, smooth circular cut-out as required for proper fit. The cutout discs shall be retrieved and shall not be allowed to remain within the main sewer pipe. The saddle tee shall be securely fastened to the main sewer pipe by means of epoxy resin or other approved adhesive. The entire connection fitting shall be encased in concrete to a minimum thickness of six inches and as may be shown in the standard drawings.

(10)Wherever service line connections to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(11)Connections of service lines to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(12)The end of all service connections shall be plugged with PVC plug and sealed with plastic joint material.

(13)Crushed stone bedding and backfill material, concrete encasement and protection, etc., for service line installation shall be the same as for the sewer lines.

(14)No service connections or laterals shall be covered until they have been inspected and located by the Engineer.

B. INSTALLATION OF PLUGGED STUBS ON SANITARY SEWERS

Plugged pipe stubs for future connections to manholes and sewerage structures shall be installed where shown on the Drawings or directed by the Engineer. The pipe stubs shall be installed in accordance with the specifications and details shown on the Drawings for connecting the type of pipe used to manholes.

3.13 MANHOLES

1. General

The manholes shall be constructed at the locations shown on the plans or as directed by the Engineer and in accordance with the details shown on the plans and as specified herein. After the excavation has been completed, the subgrade for the manhole base shall be graded and leveled. A crushed stone foundation having a minimum thickness of 6 inches shall then be placed on the subgrade. The crushed stone foundation shall be leveled and consolidated before the section of the manhole is placed. Pre-cast base sections shall sit in place level and plumb and to the lines and grade as shown on the plans. Cast in place bases shall be placed around the existing sewer line in accord with the plans and detail sheet. When pre-cast manhole bases are used, riser construction may proceed when the base is set on line and grade. When cast in place manhole bases are used, riser construction may proceed when the base has set sufficiently to support the weight of the riser.

Manholes shall be of the type and material shown on the plans and called for in the bid proposal and shall conform to these specifications.

All lift holes shall be filled with approved non shrink grout and bituminous material before final acceptance. Use of bituminous material or other flowable material alone to plug lift holes will not be permitted. Voids in the invert around the sewer pipe on the

inside wall of the manhole shall be grouted with cement rich grout, to conform to the rest of the wash, in accordance with the standard manhole details.

The backfill around the manhole shall be done in accordance with the details shown on the plans and trench backfill specifications.

The Contractor shall take whatever precautions necessary to protect the manholes that are under construction. At the end of the day or at such time as the Contractor deems necessary, all manholes not completed shall be covered, sealed, plugged, etc. to prevent the inflow of storm water or other objectionable material, and to prevent animals and humans from getting into the manhole.

2. PRE-CAST CONCRETE

A. Pre-cast tub bottom sections of manholes shall be set on a crushed stone foundation or bedding according to the details shown on the plans. Care shall be exercised to assure true alignment and grade for the pipe openings.

The invert of the manhole shall be constructed of cement rich grout and shall be formed to true lines; grades and curvature to assure smooth flow through the manhole. The invert shall have a steel trowel finish.

Joints for pre-cast concrete manhole riser sections shall be made Watertight by use of bitumastic or rubber sealers or “O” ring gaskets. Both sides of the tongue and groove joint shall be painted with a bitumastic primer before assembly.

The bitumastic or rubber sealer shall be clean and pliable and shall deform under the pressure of joint closure to assure a complete water tight seal. Care shall be exercised to assure proper alignment of the joint. The walls of the completed manhole shall be straight and vertical.

B. Pre-cast eccentric cone sections and precast slab manhole tops with eccentrically located manway shall be set with the manway adjacent to the up stream side of the manhole. The joints between the cone or slab top and the manhole riser shall be sealed in the same manner as the joints between the riser section. Care shall be taken in placing the cone and or slab tops to assure the manhole ring and cover can be set to match the finished paving.

C. Pre-cast grade rings will be used, when required, to bring the manhole ring and cover up to the finished grade. Grade rings may be set using cement rich grout or bitumastic seal and such as Ram-Nek or approved equal. When cement rich grout is used, care shall be taken that the space between the cone or slab top and the first grade ring and between the grade rings are completely filled without voids.

When bitumastic sealer is used the joints shall be constructed in the same manner as the joints between the riser sections.

When pre-cast manholes with PVC or other approved polymer lining are called for on the plans and bid proposal and are furnished under this contract they shall be constructed as other pre-cast concrete manholes.

In addition the joints in the lining shall be sealed by hot air welding, use of epoxy coating, or other approved means.

3. CAST IN PLACE MANHOLE BASES

A. Cast in place manhole bases shall be used only where shown on the plans or as directed by the Engineer and shall be constructed in accord with the details shown on the plans.

B. Special care shall be taken in casting the surfaces that will mate with the first risersection to assure a smooth even fit and a watertight joint.

C. The first riser section to be used with cast in place manhole bases shall be castwithout tongue or groove. The joint between the riser section and the cast in place base shall be sealed with a bitumastic or rubber sealant in the same manner as the joints in the pre-cast riser sections.

D. Care shall be taken in forming the invert of the manhole around existing sewers to assure adequate opening for the insertion of a “go – no go” mandrel or other testing equipment and cleaning tools.

4. MANHOLE RING AND COVER

A. The tops of the manhole frame and cover (ring) shall be built to the grade shown on the plans. The cast iron frame shall be firmly embedded in mortar.

B. When pressure type manhole rings and cover are specified on storm sewer manholes they shall be bolted to the concrete slab top using the “L” bolts cast into the slab for this purpose. The joint between the ring and the concrete slab top shall be made watertight using a bitumastic or rubber seal and conforming to the requirements of these specifications.

5. CORRUGATED STEEL MANHOLES

A. Corrugated steel manholes shall be constructed in accord with the details shown on the plans and in accord with the applicable requirements for the construction of corrugated steel pipe sewers.

B. Care shall be taken during the placing of backfill around corrugated steel pipe manholes to maintain the horizontal and vertical alignment of the manhole.

C. Since full contact of the flat top slab with the cement stabilized backfill is critical the backfill shall be finished smooth and to the proper grade. A thin layer of cement rich grout shall be placed on the cement stabilized backfill immediately prior to placing the concrete slab top. The grout shall be sufficient t fill all voids between the backfill and the slab and of a consistency to be forced into the voids under the weight of the slab.

3.14 TESTING GRAVITY SEWER MAINS AND MANHOLES

A. Upon completion of the sewer construction including all wyes and service laterals and before any house drains or services are connected, all sewers shall be cleaned and lamped. All runs of sewer between manholes shall be straight and true. Leakage tests shall be made to determine the amount of ground water infiltration into the sewers. Infiltration tests shall be made when groundwater level is 18 inches or more above the top of the outside of the pipe. Measurement will be taken by means of a weir placed in the lines. The maximum allowable rate of leakage shall be 25 gallons per inch diameter per mile of pipe per 24 hours, for any section of pipe with a maximum total leakage of 200 gallons per mile per 24 hours for sanitary sewers with the exception that the maximum leakage for storm drains shall be 200 gallons per inch of diameter per mile per 24 hours with a total maximum leakage of 6,000 gallons per mile per 24 hours.

When the groundwater is not at sufficient height for infiltration testing the Contractor shall use exfiltration to test the sewer lines.

B. In lieu of the infiltration or exfiltration tests the Contractor may perform air tests on the sewers.

C. If the infiltration, exfiltration, or air tests fail to meet requirements specified herein, the Engineer reserves the right to request television work to be done to locate leaks. The Contractor shall furnish all materials and equipment necessary to accomplish all infiltration, exfiltration, air or television testing.

The Contractor shall receive no additional compensation for this testing or inspection work or for repairs of corrective work required to be done to the sewers. The exfiltration tests shall be used in areas where no ground water is present.

D. Test Procedure Hydrostatic (Exfiltration)

(1) The test section shall be bulk headed and the pipe subject to a hydrostatic pressure produced by a head of water at a depth of three (3) feet above the invert of the sewer at the upper manhole under test. In areas where ground water exists, this head of water shall be three feet above the existing water table.

(2) This head of water shall be maintained for a period of one hour during which it is presumed that full absorption of the concrete manhole body has taken place and thereafter for a further period of one (1) hour for the actual test of leakage. Fiber glass manholes are exempt from the one hour absorption requirement. During this one (1) hour test period, the measured maximum allowable rate of exfiltration for any section of sewer shall be the same as allowed for the infiltration test.

E. TEST PROCEDURE AIR

(1) Where the Contractor elects to air test, he shall perform these tests with equipment similar to Air-Loc equipment manufactured by Cherne Industrial, Inc. Hopkins, Minnesota.

(2) The air test shall be made when the sewer is clean. The line shall be plugged at each manhole with pneumatic balls. Low pressure air shall be introduced into the plugged line until the internal air pressure reaches 4.0 psig greater than the average

back pressure of any ground water pressure that may submerge the pipe. At least two (2) minutes shall be allowed for the air temperature to stabilize before readings are taken and the timing started.

(3) When testing pipes 14 inches and less in diameter between consecutive manholes, the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 4.0 to 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than listed as calculated from Table 1.

When testing pipes greater than 15 inches in diameter between consecutive manholes the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 3.5 psig 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than that shown in or calculated from Table II.

TABLE I
Specification Time Required for a 1.0 PSIG Pressure Drop for Size and Length of Pipe indicated for Q = 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	3:46	597	.380	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	.854	5:40	5:40	5:40	5:40	5:40	5:40	5:42	5:42
8	7:34	298	1.520	7:34	7:34	7:34	7:34:	7:36	8:52	10:08	11:24
10	9:26	239	2.374	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	25.852	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768	51:17	75:55	102.34	128:12	153:50	179:29	205:07	230:46

1. Pipe Diameter (in.)
Minimum Time (min:sec)
Length for Minimum Time (ft.)
Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals.

Table II
Specification Time Required for 0.5 PSIG Pressure Drop for Size and Length of Pipe Indicated for Q + 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	1:53	597	.190	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	.427	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187	4:43	4:43	4:43	4:57	5:56	6:55	7;54	8:54
12	5:40	199	1.709	5:40	5:40	5:40	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24	11:20	99	6.837	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653	14:25	21:38	28:51	36:04	43:16	50:30	57:42	46:54

30 33 36	14:10 15:35 17:00	80 72 66	10.683 12.926 15:384	17:48 21:33 25:39	26:43 32:19 38:28	35:37 43:56 51:17	44:31 53:52 64:06	53:25 64:38 75:55	62:19 75:24 89:44	71:13 86:10 102:34	80:07 96:57 115:23

1 Pipe Diameter (in.)
2 Minimum Time (min:sec)
3 Length for Minimum Time (ft.)
4 Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals. All service plugs shall be secured in place to prevent displacement during testing operation.

F: DEFLECTION TEST

Deflection tests shall be performed on all flexible pipe, the tests shall be conducted after the backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5 percent. The deflection tests shall be run using a Go-No-Go mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. The tests shall be performed without mechanical pulling device, any pipe not meeting the deflection test shall be excavated and re-bedded at no cost to the owner.

The Contractor at no additional cost to the owner shall furnish the Go-No-GO Mandrel.

Upon completion of all tests, the Contractor shall provide personnel to remove each manhole cover in the presence of the Engineer's representative for inspection and depth measurement.

G. TESTING SANITARY SEWER MANHOLES

All sanitary sewer manholes shall be tested for water tightness by one of the following methods.

Manholes, except those in streets scheduled for immediate paving, shall be complete, having all adjusting rings and cover rings in place and shall be backfilled prior to testing.

Manholes in streets scheduled for immediate paving shall be complete as described above except those acceptance tests shall be made at the top of the cone section.

(1.) Vacuum Test

a. General

This item will govern the testing of all sanitary sewer manholes. All connections to manholes including drop connections shall be in place before testing.

b. Equipment

Equipment for vacuum testing manholes shall be:
MANHOLE VACUUM TESTER as manufactured by:

P.A. Glazier, Inc.
P.O. Box 1002
Worcester, MA. 01613

Or

THE CHERNE AIR-LOC MANHOLE TESTER as manufactured by:

Cherne Industries, Inc.
5700 Lincoln Dr.
Minneapolis, MN 55436-1695

Or approved equal.

c. Preparation for Testing

All connections to the manhole; except plugged stubs for future line extensions, shall be plugged using suitable pneumatic plugs. Line plugs shall be placed at a point outside of the manhole wall (approximately 8" to 10" into the sewer pipe). Drop connections shall be plugged at a point up stream from the drop.
All plugs, pipe connections and plugged stub outs shall be adequately braced to prevent them being drawn into the manhole when vacuum is applied.

d. Testing

The contractor shall set the test equipment in place and operate it in accord with the manufacturer instructions. A copy of these instructions shall be kept on the job site and shall be available to the inspector when tests are performed. When equipment is properly set up a vacuum of 10" of mercury (Hg) shall be drawn and the vacuum line valve closed. After the vacuum pump is shut off the hose shall be disconnected before the test is started.

Note: Vacuum must be at 10" Hg when test is started. The contractor may wish to draw up to 10.5" Hg vacuum and then bleed back to 10" Hg before starting the test. The test shall pass when the minimum time for the vacuum to drop from 10" Hg to 9" Hg is greater than the time shown in the following table:

TABLE 1: Minimum test times for various manhole diameters.

	DIAMETER		
Depth Feet	48"	60"	72"
8'	0:20	0:26	0:33
10'	0:25	0:33	0:41
12'	0:30	0:39	0:49
14'	0:35	0:46	0:57
16'	0:40	0:52	1:05
18'	0:45	0:59	1:13
20'	0:50	1:05	1:21
* ADD	0:05	0:06.5	0:08

Any manhole that fails the test shall be repaired and retested until it passes the test.

e. Contractors Optional Test

The contractor, at his option may wish to test manholes before they are backfilled to assure himself that the manhole is sound.
Manholes that fail the test prior to being backfilled may be repaired under vacuum by coating the area of the leak with a liquid quick setting grout allowing the grout to be drawn into the opening until the leak is stopped.

Manholes will not be accepted on the bases of this test.

f. Fiberglass Manholes

Fiberglass manholes may be tested in the same manner as concrete manholes except that all repairs to the fiberglass body of the manhole shall be made using materials furnished by the manufacturer. Repairs shall be made in accord with the manufacturer instructions.

g. No separate payment will be made for vacuum testing of manholes, but the cost shall be considered incidental to furnishing and construction of manholes as bid in the bid proposal.

2. HYDROSTATIC TESTING

a. General

This item shall govern the hydrostatic testing of manholes and may be used as an alternative to vacuum testing by the contractor.

All connections to manholes including drop connections shall be in place prior to testing manholes.

b. Testing

All connections to the manhole, except plugged stubs installed for future line extensions, shall be plugged upstream from the drop.

Plugs in pipe connections must be placed outside the manhole wall (approximately 8” to 10” into the pipe).

The manhole shall then be filled to the top of the cast iron ring (or top of the cone section for manholes in streets scheduled for immediate paving) and allowed to stand for a minimum of one hour to allow for absorption by the components of the manhole. The inspector may extend the absorption period if it appears that the manhole has not reached a stable state.

The manhole shall then be refilled to the top of the ring (or cone) and allowed to stand for up to 24 hours.

The manhole shall be checked at the end of 4 hours and will be deemed to have passed if no perceptible loss has occurred – if loss has occurred the manhole will be checked after the 24 hour period and will be considered to have passed if loss does not exceed the following schedule

Depth Ft.	Loss Inches
0 - 10’	.2
10 – 20’	.4
20 - 30’	.6

c. No separate payment will be made for Hydrostatic Testing of manholes but the cost shall be considered as incidental to furnishing and constructing manholes as bid in the bid proposal.

H. TELEVISING NEW SEWER LINES

It is the city’s intention to televise all new sanitary sewer lines for record purposes.

Immediately after the contractor completes all testing of sanitary sewer lines and manholes he shall leave all manholes accessible for televising and make allowances for the city’s camera crews working on the project site.

The contractor at his own expense before final acceptance must correct any defects discovered during the televising of sanitary sewers.

3.15 RESTORATION

A. Whenever any surface improvements such as pavement, curbing, pedestrian walks, fencing, or turf have been removed, damaged or otherwise disturbed by the Contractor’s operations, they shall be repaired or replaced to the Engineers satisfaction, to restore the improvement in kind and structure to the pre-existing condition. Each item of restoration work shall be done as soon as practicable after completion of installation and backfilling operations on each section of pipeline.

B. In absence of specific payment provisions, as separate Contract Items, the restoration work shall be compensated for as part of the work required under those Contract Items, which necessitated the destruction and replacement or repair, and there will be no separate payment therefor. If separate pay items are provided for restoration work, only that portion of the repair or reconstruction, which was necessitated by the contract, will be measured for payment. Any improvements removed or damaged unnecessarily shall be replaced or repaired at the Contractor’s expense.

C. Turf restoration shall be accomplished by sod replacement except where seeding is specifically allowed or required.

Caliche or gravel surfaced streets and driveway shall be restored to their original condition by salvaging and replacing the pre-existing caliche or gravel. If the Contractor does not salvage sufficient material during excavation operation, he will be required to furnish material to restore the surface to the depth of the original section. This caliche or gravel restoration shall be considered a part of excavation and backfill and no extra compensation will be made.

E. Bituminous and concrete surfaced streets and driveways will be restored to equal or better condition than existed prior to sewer construction. Measurement will be made of the actual quantities required to be replaced by the sewer construction and paid for at the price bid in the appropriate bid items in the proposal.

No measurement or payment will be made for work done outside the lines considered necessary for sewer construction. The Contractor will be required to replace damage outside these lines at his own expense.

F. Reconstruction of caliche base courses and concrete or bituminous surface courses shall be in substantial compliance with all applicable City of Midland Specifications pertaining to the item being restored.

3.16 CLEANUP

After completing each section of the sewer line, the Contractor shall remove all debris, construction materials, and equipment from the site of the work, grade and smooth over the surface on both sides of the line and leave the entire right-of-way in a clean, neat, and serviceable condition. No separate compensation shall be made for clean up.

3.17 PAYMENT

A. General

Payment in accordance with the following items, at the unit price bid for the work, shall constitute full and complete payment for the entire project including all incidental terms necessary for the complete and successful prosecution of the work in accordance with the intent of the plans and specifications.

Materials and work required to complete the project for which there is no bid item in the bid proposal shall be considered as incidental and the cost shall be included in the prices bid for the various items in the bid proposal.

Where payment is to be made on a unit price basis, it shall be made on the actual measured quantities as constructed in the work.

B. Sewer Pipe in Place

Unit prices bid shall cover furnishing and installation of pipe and jointing materials, including tests and all other necessary work and material to install the pipe complete in place at the depth specified. The unit of work shall be the lineal foot of the various types and sizes as shown in the proposal form. The pipe installation shall be measured

along the centerline of the sewer from center to center of manholes with no deduction in footage for manholes, wye branches, riser bases or other structure.

C. Foundation Corrections Materials

Payment for foundation correction materials shall be made at the unit price bid per cubic yard for material furnished and placed to pro vide adequate pipe base in unstable soil. The unit price shall include extra excavation below pipe grade, the material, placing and tamping.

Additional material required to backfill excess depth of excavation caused by neglect or error on the part of the Contractor or wet conditions, shall be furnished and placed at his own expense.

Removal of Street Surfacing

The Contractor shall receive no extra compensation for the removal of street surfacing including cutting of a straight edge.

E. Trench Safety Systems, Sheeting and Shoring

Measurement: Trench Safety Systems shall be measured by the linear foot of “Trench Safety Systems”: Payment for work prescribed under this item shall be full compensation for the Trench Safety Systems including any Engineering and/or consulting fees and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for de-watering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

F. Manholes

Payment will be made for the various types of manholes at the unit prices bid for the various types of manholes 0 to 6’ deep which price shall include excavation, furnishing and installing all materials pumping where necessary, and backfilling and all incidentals for the complete manhole in place. Measurement for manholes over 6 feet in depth shall be made of the depth of manhole in excess of six (6) feet. Manholes will be measured from the invert to the top of the casting as set.

Payment will be made for the manhole depth in excess of 6 feet at the vertical foot price bid in the bid proposal for extra depth of manhole over 6 feet for each type of manhole furnished.

G. Drop Connections to Manholes

Payment shall be made for drop connections to manhole for each drop connection made as counted in the field at the price bid in the proposal.

Said payment shall be complete compensation for furnishing all materials and fittings and making all connections to the manhole including 2’ of vertical depth as measured from the invert of the incoming line to the invert of the manhole.

H. Drop Section for Manholes

Drop sections shall be paid for on a vertical footage basis as measured from the invert of the incoming line to the invert of the manhole less 2 feet and shall be paid for at the price bid per vertical foot for the various size drop connections in the bid proposal.

The price bid per vertical foot includes all fittings, granular material, if used and concrete and shall be full compensation for the complete in service drop connection.

I. Service Lines

Service lines will be measured from centerline of the sewer main to the plug end and paid for at the unit price bid per linear foot of each type of pipe as specified and as shown on the typical details.

J. Barricading and Traffic Control

The lump sum price bid in the bid proposal shall be full compensation for furnishing flag persons when required and all barricades, signs and other barricading and traffic control devices and for furnishing barricading plans and erecting and maintaining all such devices and signs as required for the duration of the period.

Updated
08/07

CITY OF MIDLAND, TEXAS

Plans for the Construction of

DRAINAGE IMPROVEMENTS FOR TX-158

And for the intersection of

SINCLAIR AVE. & TX-158

FINAL PLANS	
CONTRACTOR:	
DATE CONTRACTOR BEGAN WORK:	

AS BUILT	
DATE WORK WAS COMPLETED:	
DATE WORK WAS ACCEPTED:	
FINAL CONTRACT COST:	

MAYOR

LORI BLONG

COUNCIL MEMEBERS

SCOTT DUFFORD	**DISTRICT 1**
JOHN NORMAN	**DISTRICT 2**
JACK LADD	**DISTRICT 3**
AMY STRETCHER BURKES	**DISTRICT 4**
ROBIN POOLE	**AT LARGE**
DAN CORRALES	**AT LARGE**

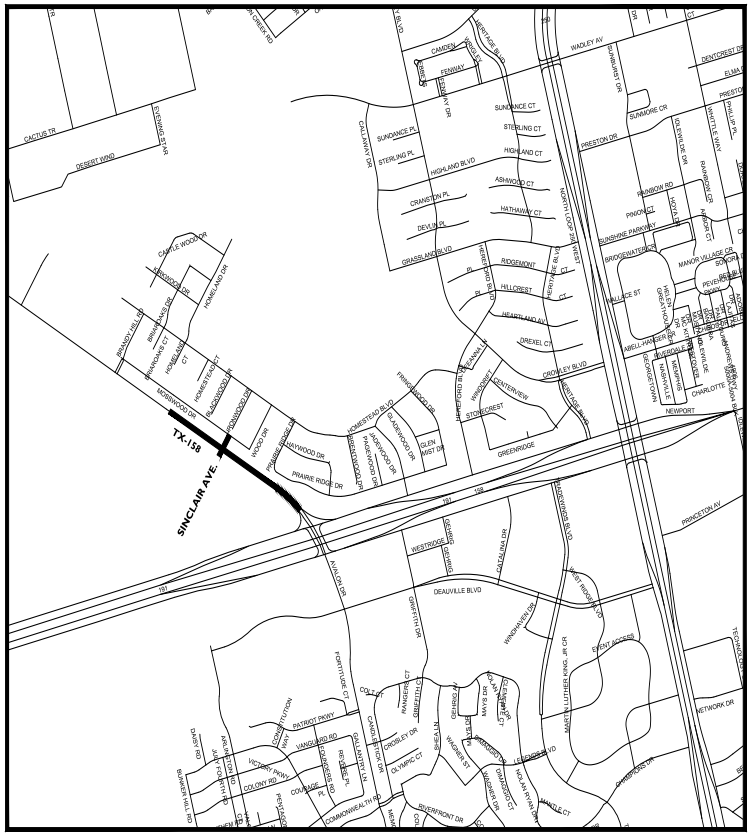
CITY MANAGER
TBD

ENGINEERING SERVICE DIRECTOR
JOSE E. ORTIZ, PE
OFFICE: (432) 685-7286

CITY OF MIDLAND, 300 N. LORAINE ST., MIDLAND, TX 79702

80% SUBMITTAL

PACKET



PROJECT VICINITY MAP
N.T.S.

INDEX OF SHEET	
SHEET NUMBER	SHEET TITLE
C100	COVER SHEET
C110	QUANTITY SUMMARY
C120	GENERAL NOTES
C121	GENERAL NOTES
C130	EXISTING SITE TOPOGRAPHY
C140	EROSION CONTROL PLAN
C141	EROSION CONTROL DETAILS
C150	DEMOLITION PLAN
C200 - C204	TX-158 PLAN & PROFILE
C205	TX-158 MEDIAN PLAN
C210	SINCLAIR AVE. PLAN & PROFILE
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C230 - C231	TX-158 MEDIAN JOINTING PLAN
C300 - C302	PAVING SECTIONS
C310 - C315	PAVING DETAILS
C320	TRAFFIC CONTROL DETAILS
C400	STRIPING PLAN

MIDLAND
Engineering Services

13,249

MONTH YYYY????

ANDREW L. MELLEN, P.E.
PROJECT ENGINEER

JOSE E. ORTIZ
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October 10, 2023

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COVER SHEET

DRAINAGE IMPROVEMENTS FOR TX-158 AND INTERSECTION OF SINCLAIR AVE. & TX-158
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

PRELIMINARY REVIEW:

THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW L. MELLEN, P.E. #96373 AND MAVERICK ENGINEERING (FIRM # F-15089) ON THIS DAY 07/17/2023, FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET **C100** OF 30

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P:\2022\220213-CITY OF MIDLAND-HWY 158 & I-20 MEDIAN ADDITION\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING & DRAINAGE CONSTRUCTION PLANS\220213 C100 COVER SHEET.DWG

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P:\2022\220213-CITY OF MIDLAND-HWY 158 & 191 MEDIAN ADDITION\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING & DRAINAGE CONSTRUCTION PLANS\220213 C110 QUANTITY SUMMARY.DWG

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QUANTITY SUMMARY

DRAINAGE IMPROVEMENTS FOR TX-158 AND INTERSECTION OF SINCLAIR AVE. & TX-158
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

PRELIMINARY REVIEW:

THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW L. MELLEN, P.E. #116572 AND MAVERICK ENGINEERING (FIRM # F-14889) ON THIS DAY 07/17/2023, FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET **C110** OF 30

GENERAL NOTES

BENCHMARK:

ALL BEARINGS, DIMENSIONS, AND COORDINATES SHOWN IN THIS CONSTRUCTION DRAWING SET ARE RELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983. ALL ELEVATIONS ARE RELATED TO THE NATIONAL GEODETIC VERTICAL DATUM 1988.

GENERAL:

1. THIS DESIGN IS FOR PUBLIC PAVING IMPROVEMENTS AT TX-158, LENGTH PRE PLANS, AND THE INTERSECTION OF SINCLAIR AVE. AND TX-158. ALL CONSTRUCTION SHALL COMPLY WITH CITY OF MIDLAND STANDARDS AND SPECIFICATIONS WHEREVER APPLICABLE, ALL OTHER STANDARDS AND REQUIREMENTS SHALL COMPLY WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS, REQUIREMENTS, AND STANDARDS, WHEREVER CITY OF MIDLAND STANDARDS AND FEDERAL OR STATE REQUIREMENTS DIFFER THE MORE RESTRICTIVE STANDARD, REQUIREMENT, OR REGULATION WILL GOVERN.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE A PROJECT SCHEDULE TO CITY STAFF PRIOR TO CONSTRUCTION. THE SCHEDULE WILL OUTLINE THE ANTICIPATED START AND END DATES FOR EACH PHASE OF THE PROJECT.
3. EXISTING UTILITIES (OR OTHER OBJECTS) INDICATED IN THE PLANS HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING THE CITY ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.
4. ALL PARTS OF THE PROJECT, INCLUDING THE SECTIONS CALLING ONLY FOR ASPHALT AND BASE REMOVAL (WITHOUT GRADING DESIGN), INTENDS FOR SURFACE AND DRAINAGE IMPROVEMENTS AT ALL ADJACENT STREET AND INTERSECTIONS. THE CONTRACTOR WILL ENSURE POSITIVE SURFACE DRAINAGE IN THE ASPHALT AND BASE REMOVAL SECTIONS WITH SPECIAL ATTENTION TO SURFACE DRAINAGE WITHIN ALL INTERSECTIONS AND MATCH THE ELEVATIONS SHOWN ON THE PLANS.
5. THE CONTRACTOR IS REMINDED THAT THIS PROJECT IS LOCATED IN AN URBAN ENVIRONMENT, TREES AND OVERHEAD UTILITY LINES ARE COMMON. THE CONTRACTOR SHALL PROVIDE THE PROPER EQUIPMENT TO COMPLETE THE WORK IN THE URBAN ENVIRONMENT. ALL TREE CARE SHALL BE IN COMPLIANCE WITH ANSI A300
6. ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN THE FIELD THAT CONFLICT WITH THE DESIGN DRAWINGS ARE TO BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER PRIOR TO MAKING ANY DESIGN CHANGES IN THE FIELD.
7. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.
8. THE EXISTING ALIGNMENT IS THE CONTROL FOR CONTRACTOR STAKING. ESTABLISH REFERENCE POINTS FOR THE CONTROL PRIOR TO REMOVING THE EXISTING SURFACE AND PAVEMENT MARKINGS.
9. EXISTING ELEVATIONS AND TOPOGRAPHIC FEATURES SHOWN IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS, SITE INSPECTIONS, SURVEYS, ONE CALL MARKINGS, AND PRIVATE INFRASTRUCTURE OWNER RECORDS. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING THE ENGINEER OF ANY CONFLICTS BETWEEN THE EXISTING CONDITIONS AND PROJECT DESIGN.
10. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING FACILITIES THAT ARE ENCOUNTERED REGARDLESS OF WHETHER OR NOT THEY APPEAR IN THIS CONSTRUCTION DRAWING SET.
11. TRAFFIC CONTROL FOR THIS PROJECT WILL BE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR MUST SUBMIT A TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH TMUTCD, TO THE CITY OF MIDLAND FOR REVIEW AND APPROVAL NO LESS THAN TWO (2) BUSINESS DAYS BEFORE THE CONTRACTOR BEGINS ANY CONSTRUCTION ACTIVITY.
12. THE CONTRACTOR SHALL NOTIFY ALL AFFECTED PROPERTIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY KNOWN OR PLANNED INTERRUPTION OF SERVICE OR ACCESS DUE TO ANY CONSTRUCTION ACTIVITY PERFORMED BY THE CONTRACTOR.
13. MATERIAL STORAGE IS TO BE PLACED IN THE WORK ZONE DETERMINED BY THE CONTRACTOR IN THE FIELD.
14. THE CONTRACTOR SHALL COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN THE PROJECT BID PACKET.

DEMOLITION NOTES:

1. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER OF ANY ADDITIONAL DEMOLITION THAT MAY BE NEEDED AND RECEIVE WRITTEN CONFIRMATION THAT SUCH DEMOLITION IS APPROVED PRIOR TO ANY ADDITIONAL DEMOLITION TAKING PLACE.
2. ALL SAW-CUTS ARE TO HAVE CLEAN, STRAIGHT EDGES AND ARE CONSIDERED INCIDENTAL TO ALL PROJECT WORK.

EROSION CONTROL:

1. INSTALL, USE, AND MAINTAIN A CONCRETE WASHOUT AT AN APPROVED LOCATION AND AS SHOWN HEREIN ON THESE PLANS AND SPECIFICATIONS.
2. COMPLY WITH THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (TCEQ) STORM WATER MANAGEMENT PROGRAM (SWMP).
3. IMPLEMENT SOIL STABILIZATION PRACTICES, STRUCTURAL EROSION AND SEDIMENT CONTROLS, POLLUTION PREVENTION, AND SITE SPILL RESPONSE BEST MANAGEMENT PRACTICES, AND SITE INSPECTIONS IN ACCORDANCE WITH STORM WATER POLLUTION PREVENTION PLAN (SWP3 OR SWPPP) REQUIREMENTS AND SHEETS.
4. PROVIDE, PLACE, AND MAINTAIN EROSION CONTROL PROTECTION AT GUTTER LOCATIONS AT LIMITS OF WORK ZONE, INCLUDING INTERSECTIONS ADJACENT TO WORK ZONE. PROVIDE, PLACE, AND MAINTAIN EROSION CONTROL PROTECTION AT STORM DRAIN INLETS THAT ARE LOCATED WITHIN WORK ZONE.
5. DAMAGES TO ADJACENT PROPERTY OR TO RECEDING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
6. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OR ANY OFF-SITE SILTATION CAUSED BY THEIR OPERATIONS AND/OR FAILURE OF EROSION CONTROL MEASURES, AT NO ADDITIONAL COST TO CITY.
7. INSPECT THE PROJECT AT A MINIMUM OF EVERY 14 DAYS AND AFTER EVERY RAINFALL OF 1/2 INCHES OR GREATER TO DETERMINE THE INTEGRITY AND EFFECTIVENESS OF THE EROSION CONTROL MEASURES. PREPARE A WRITTEN INSPECTION REPORT TO BE FILED WITH THE PROJECT RECORD DOCUMENTS.
8. ALL STOCKPILED SOILS SHALL BE SURROUNDED BY SILT FENCE, OR EQUIVALENT MEASURE AS APPROVED BY ENGINEER, TO PROPERTY CONTROL SEDIMENT RUNOFF.
9. TAKE NECESSARY MEASURES TO MINIMIZE OFF-SITE TRACKING OR TRANSPORT OF SEDIMENT AND DEBRIS. ANY CONSTRUCTION DEBRIS (MUD, GRAVEL, ETC.) THAT FALLS OUT ONTO AN ADJACENT AREA MUST BE PROMPTLY REMOVED AT NO ADDITIONAL COST TO THE CITY.
10. TO DE-WATER EXCAVATIONS, USE A PROTECTED PUMP DISCHARGE TO FILTER THE DISCHARGE WATER. DE-WATERING MUST ADHERE TO THE FOLLOWING RESTRICTIONS:
    - DO NOT PUMP WATER DIRECTLY INTO ANY SLOPES
    - SEDIMENTS IN PUMPED WATER SHALL BE MINIMIZED BEFORE DRAINING TO STREET. USE SEDIMENT BAGS TO REMOVE OR REDUCE SEDIMENT IN PUMPED WATER.
    - IF DISCHARGE REGION SHOWS SIGNS OF EROSION OR INSTABILITY, STOP DE-WATERING IMMEDIATELY.
    - CHECK THE CONDITION OF CHANNELS USED FOR DE-WATERING FOR STABILITY AND STEADINESS.
    - DISCHARGED WATER SHALL NOT BE DIRECTLY CONTAMINATED WITH GREASE, OIL, CHEMICALS ,NOR ANY OTHER TOXIC SUBSTANCE.
    - OBTAIN NECESSARY PERMITS AND CHECK ALL REQUIREMENTS WITH THE CITY OF MIDLAND WHEN IN DOUBT.
11. INSTALL EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY ON PROJECT SITE.
12. THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES. REPAIRS TO EXISTING EROSION CONTROL MEASURES ARE TO BE MADE IMMEDIATELY UPON DISCOVERY THAT SUCH REPAIRS ARE NEEDED. ALL EROSION CONTROL MEASURES AT THE PROJECT SITE ARE TO BE INSPECTED IMMEDIATELY FOLLOWING ANY STORM EVENT.
13. THE CONTRACTOR SHALL MAINTAIN A REASONABLY CLEAN PROJECT SITE AT ALL TIMES. ANY SEDIMENT, DEBRIS, ETC. OUTSIDE OF THE PROJECT SITE ARE TO BE REMOVED PROMPTLY.
14. ANY ON-SITE STORAGE OF SPOILS, MATERIALS OR EQUIPMENT ARE TO BE LOCATED WITHIN THE AREA DESIGNATED AS PART OF THE WORK ZONE AREA.
15. ALL STOCKPILES ARE TO BE SURROUNDED BY SILT FENCE OR EQUIVALENT MEASURES AS APPROVED BY THE ENGINEER TO PROPERLY CONTROL SEDIMENT RUNOFF.
16. CONCRETE TRUCKS CANNOT, UNDER ANY CIRCUMSTANCE, WASH OUT IN EXCAVATIONS. THE CONTRACTOR SHALL PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND REMOVE ALL WASHOUT AND SPOILS FROM THE PROJECT SITE.
17. THE CONTRACTOR HAS THE SOLE RESPONSIBILITY FOR VEGETATING OR STABILIZING ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITY LOCATED OUTSIDE THE DESIGNATED PROJECT SITE OR APPROVED WORK ZONE TO EXISTING OR BETTER CONDITIONS. THIS SHALL BE PAID FOR AT THE CONTRACTOR'S SOLE EXPENSE.
18. IMPLEMENT SUPPLEMENTAL EROSION CONTROL MEASURES AS NEEDED DURING STORM EVENTS. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT THE SOLE DISCRETION OF THE ENGINEER IF AT ANY TIME, THE ENGINEER BELIEVES THE EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR THE NEEDS OF THE PROJECT SITE.
19. THE CONTRACTOR IS REQUIRED, AT A MINIMUM, TO REMOVE AND DISPOSE OF ACCUMULATED SILT, SEDIMENT, OR OTHER DEBRIS FROM EROSION CONTROLS WHEN SILT, SEDIMENT, OR OTHER DEBRIS HAVE REACHED A HEIGHT EQUAL TO HALF OF THE EROSION CONTROLS PLACED OR WHEN SILT, SEDIMENT, OR OTHER DEBRIS IMPEDE THE EFFECTIVENESS OF EXISTING EROSION CONTROL MEASURES.
20. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL MEASURES FROM THE PROJECT SITE UPON COMPLETION OF CONSTRUCTION ACTIVITY ONCE THE PROJECT SITE IS STABILIZED. THIS IS CONSIDERED SUBSIDIARY TO THIS PROJECT SCOPE.
21. DAMAGES TO ADJACENT PROPERTY OR TO RECEIVING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

EXISTING INFRASTRUCTURE:

1. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING INFRASTRUCTURE, BOTH PUBLIC AND PRIVATE (INCLUDING CAST IRON FEATURES), FROM ANY DAMAGE DUE TO CONSTRUCTION ACTIVITY NOT CALLED FOR IN THE CONSTRUCTION DRAWING SET. THE CONTRACTOR WILL REPLACE OR REPAIR, AS DIRECTED BY THE CITY, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPAIR OR REPLACEMENT OF DAMAGED ITEMS.
2. EXISTING PAVEMENT DAMAGED DURING CONSTRUCTION ACTIVITIES SHALL BE REPAIRED OR REPLACED WITH SAME PAVEMENT SECTION OR BETTER THAN THE EXISTING PAVEMENT SECTION.
3. ALL EXISTING MANHOLES AND VALVES SHALL BE ADJUSTED TO FINISHED ROADWAY ELEVATION, MATCHING THE FINISH CROSS-SLOPE, INCLUDING CONCRETE RINGS AS PER STANDARD DETAILS.
4. SEPARATE CONCRETE RINGS ARE REQUIRED AROUND ALL WATER VALVE AND MANHOLE COVERS, EVEN WHEN THE COVERS ARE LOCATED IN CONCRETE PAVEMENT.
5. EXISTING CONDITIONS ARE SHOWN BASED ON AVAILABLE CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, DEVELOPER DESIGN DRAWINGS, AND SITE VISITS. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
6. EXISTING GAS LINES WERE LOCATED FROM CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, DEVELOPER DESIGN DRAWINGS, AND SITE VISITS. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
7. EXISTING ELECTRIC LINES WERE LOCATED FROM CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, DEVELOPER DESIGN DRAWINGS, AND SITE VISITS. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
8. EXISTING COMMUNICATION LINES WERE LOCATED FROM CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, DEVELOPER DESIGN DRAWINGS, AND SITE VISITS. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
9. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH THE PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR OVERHEAD, ELECTRIC, POWER, OR PHONE LINES.

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GENERAL NOTES

DRAINAGE IMPROVEMENTS FOR TX-158 AND INTERSECTION OF SINCLAIR AVE. & TX-158
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

PRELIMINARY REVIEW:

THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW J. MELLEN, PE #106573 AND MAVERICK ENGINEERING (FIRM # F-15889) ON THIS DAY 07/17/2023. FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET C120 OF 30

GENERAL NOTES

CONCRETE CURBS & FLATWORK:

1. CONSTRUCT CONCRETE CURB-AND-GUTTERS, FILLETS, AND VALLEY GUTTERS IN ACCORDANCE WITH CITY OF MIDLAND STANDARD REQUIREMENTS, SPECIFICATIONS, AND DETAILS, AND TO THE LINES AND GRADES SHOWN ON THESE PLANS AND SPECIFICATIONS, AND IN ACCORDANCE WITH CITY OF MIDLAND DETAIL DRAWINGS.
2. CURB-AND-GUTTERS CAN BE MANUALLY FORMED OR SLIPFORMED AND ARE TO BE PLACED SEPARATELY FROM PAVEMENTS EXCEPT FOR FILLETS OR IF OTHERWISE INDICATED IN THE CONSTRUCTION DRAWINGS. FOR FACE OF GUTTER, USE A TEMPLATE CONFORMING TO LINES AND DIMENSIONS SHOWN FOR APPROPRIATE CURB TYPE ON CITY OF MIDLAND STANDARD DETAIL DRAWINGS.
3. WHEN PLACING CONCRETE FOR CURB-AND-GUTTER, ENSURE THAT GUTTER LINE CONFORMS TO LINES AND GRADES SPECIFIED HEREIN ON THE PLANS AND SPECIFICATIONS. SET AND MAINTAIN A GUIDELINE TO MONITOR GUTTER LINE.
4. WHEN PLACING CONCRETE FOR SIDEWALKS, PEDESTRIAN RAMPS, AND OTHER FLATWORK, ENSURE THAT FORMWORK IS STABLE AND IS NOT PUSHED, BUMPED, OR SHOVED DURING PLACEMENT ACTIVITIES. AFTER PLACEMENT AND FINISHING, BUT BEFORE CONCRETE SETS, ENSURE THAT LINES AND GRADES, ESPECIALLY CROSS-SLOPES, COMPLY WITH THOSE SHOWN AND SPECIFIED HEREIN ON THE PLANS AND SPECIFICATIONS.
5. WHEN PLACED SEPARATELY FROM PAVEMENTS, TOOL JOINTS IN CURB-AND-GUTTERS, TAKING CARE NOT TO PULL PLASTIC CONCRETE OUT OF LINE WHEN RELEASING TOOL. IF PAVEMENT IS CONCRETE, MATCH JOINT LOCATIONS WITH PAVEMENT JOINTS. OTHERWISE, SPACED TOOLED CONTROLED JOINTS NO MORE THAN 10-LF AND NO LESS THAN 2-LF IN CURB-AND-GUTTERS; SUBSTITUTE AN EXPANSION JOINT FOR EVERY 6TH CONTROL JOINT. PROVIDE EXPANSION JOINTS BETWEEN NEW CURB-AND-GUTTERS AND EXISTING CURB-AND-GUTTERS.
6. CONSTRUCT PEDESTRIAN RAMPS IN COMPLIANCE WITH ADA RULES AND REGULATIONS AND CITY OF MIDLAND SPECIFICATIONS AND DETAILS.

PAVING AND CONCRETE:

1. SAWCUT AND REMOVE EXISTING ASPHALTIC PAVEMENT AT PROJECT OR DAILY LIMITS BY AN APPROVED METHOD. BEFORE PAVING, THE EXISTING SURFACE WILL BE SAW CUT AT LEAST 6 INCHES BEYOND ALL SIDES OF THE LIMITS OF BROKEN OR UNDERMINED PAVEMENT. SQUARE OFF EDGES OF THE SURFACE PAVEMENT TO A 90 DEGREE ANGLE TO THE ROADWAY CENTERLINE. OFFSET THE JOINT IN THE SURFACE COURSE FROM THE LANE LINES BY 6 INCHES. WHEN CONSTRUCTING A JOINT BETWEEN LANES OF OPPOSING TRAFFIC, OFFSET THE JOINT BY 6 INCHES INTO EITHER LANE.
2. ENSURE PAVEMENT IS CONSTRUCTED FLUSH WITH LIP OF CURB.
3. CONTRACTOR WILL SEAL ALL CONCRETE PAVEMENT JOINTS. THIS DOES NOT INCLUDE PEDESTRIAN ACCESS RAMPS, SIDEWALKS, OR JOINTS BETWEEN CURBS.
4. USE AND PLACE APPROVED EXPANSION JOINT MATERIAL BETWEEN THE EXISTING CURB AND THE PROPOSED CURB, AND WHERE SHOWN ON PLANS.
5. CONSTRUCT CONCRETE PAVEMENT IN ACCORDANCE WITH CITY OF MIDLAND STANDARD REQUIREMENTS, SPECIFICATIONS, AND DETAILS, AND TO THE LINES AND GRADES SHOWN ON THESE PLANS AND SPECIFICATIONS.
6. MAINTAIN SUBGRADE OF BASE IN A SMOOTH, CLEAN, COMPACTED CONDITION, IN CONFORMANCE WITH THE APPLICABLE CITY OF MIDLAND SPECIFICATIONS, AND ESTABLISHED LINE AND GRADE, UNTIL CONCRETE IS PLACED. KEEP SUBGRADE OR BASE DAMP WITH WATER UNTIL CONCRETE IS PLACED.
7. PLACE CONCRETE WITHIN 45 MINUTES OF BATCHING. USE VIBRATORY EQUIPMENT TO CONSOLIDATE CONCRETE; DO NOT USE VIBRATORY EQUIPMENT TO DISTRIBUTE CONCRETE. SEGREGATED CONCRETE IS SUBJECT TO REJECTION.
8. SAWCUT ALL CONTROL JOINTS. JOINT SPACING TO BE A MINIMUM 10'x10' AND MAXIMUM OF 15'x15' TYPICALLY. JOINT LAYOUT AROUND CURB RETURNS AND OTHER IRREGULAR FEATURES SUCH THAT JOINTS ARE PERPENDICULAR TO CURBS OR CONCRETE EDGES.
9. EXISTING BENCHMARK LOCATION SPECIFIED ON PLANS. SEE SHEETS C130.
10. EXISTING CONTROL POINTS SPECIFIED ON PLANS. SEE SHEETS C130.
11. ALL DIMENSIONS MEASURED TO THE CURB ARE MEASURED TO THE BACK-OF-CURB
12. CONCRETE COLLARS ARE TO BE PLACED AROUND ALL PUBLIC INFRASTRUCTURE UTILITY COVERS EXCEPT METER COVERS EVEN WHEN SUCH COVERS ARE LOCATED IN UNPAVED OR CONCRETE PAVED AREAS.
13. ALL CONCRETE FIBER REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 3.0-POUNDS OF FIBER REINFORCEMENT PER EACH 1.0 CUBIC YARD OF CONCRETE PLACED (3.0 LBS/ 1.0 CY) UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET. FIBER REINFORCING IS TO BE POLYPROPYLENE FIBER REINFORCING, AND FIBERS ARE TO BE 3/4" LONG MACRO GENESIS FIBRILLATED SYNTHETIC FIBERS OR AN APPROVED EQUAL MIXED IN ACCORDANCE WITH ASTM C94
14. CONTRACTOR IS TO MATCH DESIGN GRADES AND ELEVATIONS SHOWN ON THIS CONSTRUCTION DRAWING SET.
15. CONTRACTOR IS TO MATCH EXISTING GRADES AT ALL LOCATIONS INDICATED, INCLUDING FOR AL GRADE DAYLIGHTING.
16. ALL EXISTING BASE COURSE MATERIAL OR MATERIAL REMIANING AFTER EXCAVATION ARE TO BE PROOF ROLLED WITH A MINIMUM OF TWENTY-FIVE (25) TON PNEUMATIC ROLLER PRIOR TO ANY PAVING ACTIVITY TAKING PLACE. EXCAVATE ANY SOFT MATERIAL AND SCARIFY EXCAVATED AREA PLUS SUFFICIENT DISTANCE BEYOND TO ENSURE PROPER MIXING AND BONDING.
17. ALL NEW PAVEMENT AND CONCRETE ARE TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE INCLUDING CURBS
18. PRIOR TO PAVING ACTIVITIES, APPLY PRIME COAT UNIFORMLY ON TOP OF ALL PREPARED FLEXIBLE BASE COURSE SURFACES. ADDITIONALLY, APPLY PRIME COAT TO ALL JOINTS, INCLUDING COLD JOINTS WITH MATS PREVIOUSLY LAID, AND JOINTS WITH CONCRETE WHERE ASPHALT PAVEMENT WILL ABUT CONCRETE PAVEMENT INCLUDING AT THE LIP OF THE CURB.
19. APPLY TACK COAT UNIFORMLY TO ALL INTERMEDIATE ASPHALT PAVEMENT COURSES WHOSE SURFACE IS SCHEDULED TO RECEIVE AN OVERLAYING COURSE OF ASPHALT PAVEMENT. ADDITIONALLY, APPLY TACK COAT TO ALL JOINTS, INCLUDING COLD JOINTS WITH MATS PREVIOUSLY LAID, AND JOINTS WITH CONCRETE WHERE ASPHALT PAVEMENT WILL ABUT CONCRETE PAVEMENT INCLUDING AT THE LIP OF CURB.
20. BLOT AREAS SHOWING AN EXCESS OF PRIME COAT OR TACK COAT WITH SAND OR OTHER SIMILAR MATERIAL AND **REMOVE THE BLOTTING MATERIAL BEFORE PAVING**.
21. CONCRETE FLARES SHOWN IN ALLEY APPROACH ARE TO BE INSTALLED. NOTIFY ENGINEER IF CONCFLICT WITH FLARES IS DISCOVERED IN FIELD.
22. ALL PEDESTRIAN ACCESS RAMPS AND SIDEWALKS ARE TO BE INSTALLED IN COMPLIANCE WITH ALL APPLICABLE ADA REQUIREMENTS. ALL SIDEWALK IS TO BE INSTALLED FLUSH WITH ADJACENT TOP-OF-CURB WHEN LOCATED NEXT TO CURB. SIDEWALK NOT LOCATED NEXT TO CURB IS TO BE PLACED FLUSH WITH EXISTING GROUND SURFACE. ENGINEER IS TO BE NOTIFIED PRIOR TO INSTALLATION IF ANY SIDEWALK SLOPE EXCEEDS 5.% SLOPE WHEN FOLLOWING EXISTING GROUND SURFACE, AND NO SIDEWALK IS TO HAVE CROSS-SLOPE GREATER THAN 2.0%
23. PAVEMENT PLACEMENT AREAS AND BOUNDARIES ARE IDENTICAL TO PAVEMENT REMOVAL AREAS AND BOUNDARIES BETWEEN EXISTING CURBS. TYPICAL PAVEMENT PATCH WIDTH IS 89' AND 61'.
24. LAY-DOWN OPERATIONS:
    - 24.a. IN ADDITION TO OTHER REQUIREMENTS SPECIFIED IN CITY OF MIDLAND SPECIFICATIONS, PROVIDE ASPHALT PAVERS THAT DO NOT SUPPORT WEIGHT OF ANY PORTION OF HAULING EQUIPMENT OTHER THAN CONNECTION.
    - 24.b. OFFSET JOINTS IN SURFACE COURSE FROM LANE LINES BY SIX INCHES (6"). WHEN CONSTRUCTING A JOINT BETWEEN LANES OF OPPOSING TRAFFIC, OFFSET JOINT BY SIX INCHES (6") INTO EITHER LANE.
    - 24.c. MAINTAIN SUBGRADE OR BASE IN A SMOOTH, CLEAN, COMPACTED CONDITION AND KEEP DAMP WITH WATER UNTIL CONCRETE PAVEMENT IS PLACED.
    - 24.d. CURB JOINTS ARE TO BE TOOL JOINTS EXCEPT FOR EVERY 6TH CONTROL JOINT, WHICH IS TO BE AN EXPANSION JOINT. UTILIZE EXPANSION JOINTS AT ALL JOINTS BETWEEN NEW AND EXISTING CURB-AND-GUTTER.
    - 24.e. CONCRETE FILLETS ARE TO BE PLACED INTEGRAL WITH ADJACENT CONCRETE CURB..
    - 24.f. ALL CONCRETE PAVEMENT AND SIDEWALK SURFACES ARE TO BE BROOM FINISHED.

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APPROVED BY: ALM
DATE: 07/17/2023
Job: 220213

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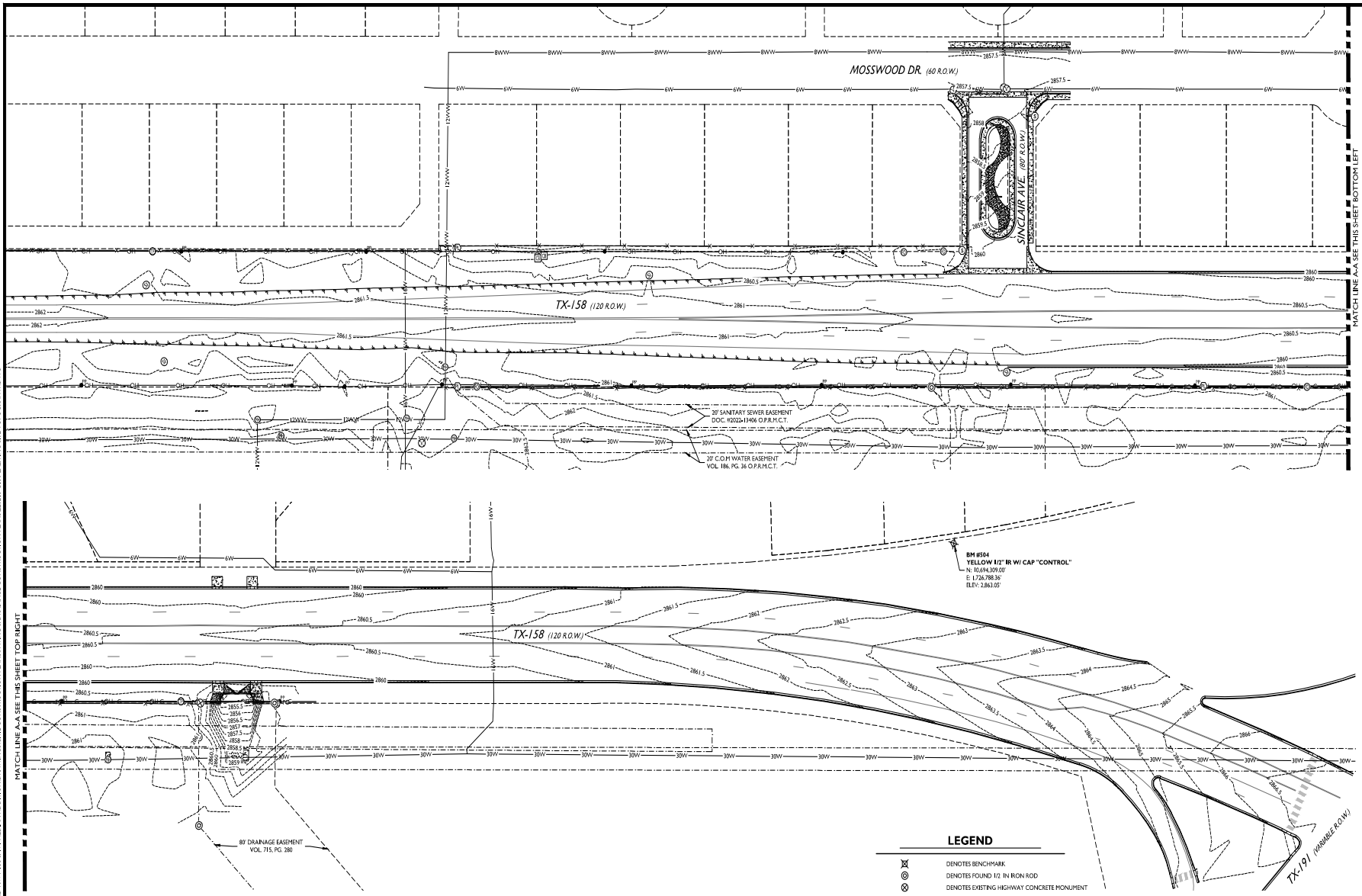
GENERAL NOTES

DRAINAGE IMPROVEMENTS FOR TX-158 AND INTERSECTION OF SINCLAIR AVE. & TX-158
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

PRELIMINARY REVIEW:

THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW L MILLIN, PE #106073 AND MAVERICK ENGINEERING (FIRM # F-15089) ON THIS DAY 07/17/2023, FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET C121 OF 30



LEGEND

- DENOTES BENCHMARK
- DENOTES FOUND 1/2" IN IRON ROD
- DENOTES EXISTING HIGHWAY CONCRETE MONUMENT
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING UTILITY POLE
- DENOTES EXISTING ROAD SIGN
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING ATMOS MARKER
- DENOTES EXISTING FIBER OPTIC MARKER
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- DENOTES EXISTING 8" WASTE WATER MAIN
- DENOTES EXISTING 12" WASTE WATER MAIN

0' 50' 100' 150'
SCALE 1" = 50'

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DATE: 07/17/2023
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EXISTING SITE TOPOGRAPHY

DRAINAGE IMPROVEMENTS FOR TX-158 AND INTERSECTION OF SINCLAIR AVE. & TX-158
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

PRELIMINARY REVIEW:

THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW J. MELLEN, P.E. #106072 AND MAVERICK ENGINEERING (FIRM # F-14589) ON THIS DAY 07/17/2023, FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET C130 OF 30

P:\2022\220213-CITY OF MIDLAND-HWY 158 & 191 MEDIAN ADDITION\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING & DRAINAGE CONSTRUCTION PLANS\220213 C130 EXISTING SITE TOPOGRAPHY.DWG
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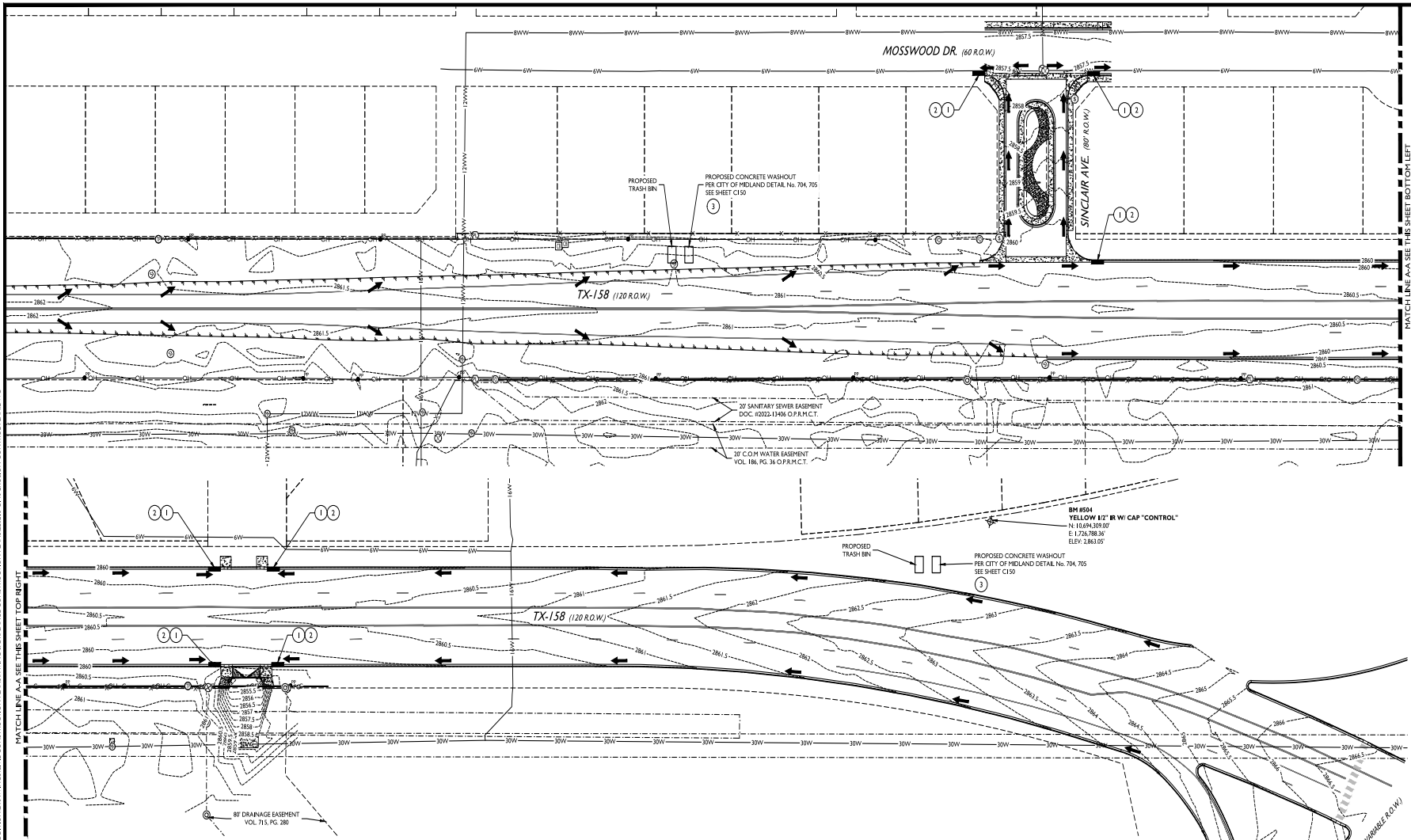

GENERAL NOTES:

1). IT IS THE INTENT OF THE INFORMATION PROVIDED ON THIS SHEET AND WITHIN THE SPECIFICATIONS TO BE USED AS THE GENERAL GUIDELINES OF THE STORM WATER POLLUTION PREVENTION PLAN FOR THE PROJECT TO ESTABLISH A MINIMUM BASIS OF THE COMPLIANCE WITH TPDES REGULATIONS. THE CONTRACTOR SHALL FILE NOTICE OF INTENT (NOI) TO BE COVERED BY TCPES CONSTRUCTION GENERAL PERMIT, TXR 150000.

2). THE STORM WATER POLLUTION PREVENTION PLAN SHOULD ADDRESS THREE GOALS: TO DIVERT WATER FROM UPSLOPE AREAS AROUND DISTURBED AREAS OF THE SITE, TO LIMIT EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE, AND TO REMOVE SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.

3). THE CONTRACTOR SHALL MAKE THE STORM WATER POLLUTION PREVENTION PLAN AVAILABLE, UPON REQUEST, TO THE TCEQ.

4). THE CONTRACTOR MUST AMEND THE STORM WATER POLLUTION PREVENTION PLAN WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EXISTING PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER. NO CHANGE TO EROSION CONTROL MEASURES SHOWN ON THESE PLANS AND SPECIFICATIONS SHALL BE MADE WITHOUT CONSENT OF OWNER AND ENGINEER.

5). STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY SEVEN DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES. REPAIRS OF INADEQUACIES REVEALED BY THE INSPECTIONS MUST BE IMPLEMENTED WITHIN SEVEN CALENDAR DAYS FOLLOWING THE INSPECTION.

6). AN INSPECTION REPORT THAT SUMMARIZES INSPECTION ACTIVITIES AND IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE MAINTAINED AND MADE PART OF THE PLAN.

7). ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN THE PLAN MUST CERTIFY AS TO AN UNDERSTANDING OF THE NPDES CONSTRUCTION GENERAL PERMIT BEFORE CONDUCTING ANY ACTIVITY IDENTIFIED IN THE STORM WATER POLLUTION PREVENTION PLAN.

8). THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE: DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR, REGULAR COLLECTION OF WASTES, CONVENIENTLY LOCATED WASTE RECEPTACLES, AND DESIGNATING AND CONTROL EQUIPMENT WASHING.

9). THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS, AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF THE REQUIREMENTS OF THE LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.

10). AREAS OF CONSTRUCTION ELSEWHERE ON THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.

11). THE CONTRACTOR SHALL DESIGNATE MATERIAL AND EQUIPMENT STORAGE AREAS MUTUALLY AGREED TO BY THE OWNER. THE STORAGE AREAS SHALL BE GRADED FOR POSITIVE DRAINAGE AND THE SURFACE STABILIZED WITH A MINIMUM OF TWO INCHES OF CRUSHED ROCK OR GRAVEL. REINFORCED FILTER BARRIER SHALL BE INSTALLED AROUND THE STORAGE AREAS TO PREVENT MATERIAL FROM LEAVING THE SITE.

12). CONTRACTOR TO COORDINATE WITH CITY PERSONNEL AND/OR PRIVATE LAND OWNER FOR THE STAGING AREA LOCATION AND DIMENSIONS. AFTER COMPLETION OF PROJECT CONTRACTOR TO RESTORE STAGING AREA TO ITS ORIGINAL OR BETTER CONDITIONS.

EROSION CONTROL NOTES:

A. INSTALL EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY OTHER PROJECT CONSTRUCTION ACTIVITY.

B. CONTRACTOR IS TO PLACE AND MAINTAIN SANDBAG BMPS AT FIRST CURB OPENING DOWNSTREAM OF ACTIVE CONSTRUCTION AREA. WHEN CONSTRUCTION ACTIVITY OCCURS ON BOTH SIDES OF ROAD THEN CURB OPENINGS ON BOTH SIDES MUST HAVE SANDBAGS PLACED.

C. EROSION CONTROL MEASURES MUST BE MAINTAINED BY CONTRACTOR AT ALL TIMES. REPAIRS TO EXISTING EROSION CONTROL MEASURES MUST BE MADE BY CONTRACTOR IMMEDIATELY UPON DISCOVERING SUCH REPAIRS ARE NEEDED. EXISTING EROSION CONTROL MEASURES MUST BE INSPECTED BY CONTRACTOR IMMEDIATELY FOLLOWING ANY STORM EVENT.

D. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT THE SOLE DISCRETION OF THE ENGINEER IF AT ANY TIME THE ENGINEER BELIEVES THE EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR THE NEEDS OF THE PROJECT SITE.

PERMANENT BMP CONSTRUCTION NOTES:

1. GRAVEL BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY PROJECT CONSTRUCTION ACTIVITY.
2. PRIOR TO ANY ANTICIPATED RAIN EVENT, GRAVELS BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY UNCOMPACTED, UNSTABILIZED TRENCHES. REMOVAL OF SEDIMENT FROM GUTTERS IS TO BE DONE AFTER EVERY RAIN EVENT, OR MORE OFTEN IF DEEMED NECESSARY BY CONTRACTOR, INSPECTOR, OR ENGINEER.
3. LOCATED CONCRETE WASHOUT WITHIN PROJECT AREA AND SHIFT AS NECESSARY FOR CONSTRUCTION ACTIVITY. ALL WASHOUT AND OTHER SPOILS ARE TO BE REMOVED FROM SITE. CONCRETE TRUCKS SHALL NEVER TO WASHOUT INTO ON-SITE TRENCHES.

GRAVEL BAG INSTALLATION NOTES:

1. GRAVEL BURLAP BAGS SHALL BE PLACED ALONG CURB AND GUTTER AS SHOWN.
2. SUFFICIENT SPACE SHALL BE PROVIDED UPSLOPE FROM BAGS SO THAT PONDING CAN OCCUR.
3. BAGS SHALL BE PLACED FLAT SO THAT THE MAXIMUM POSSIBLE AREA IS IN CONTACT WITH THE GROUND.
4. BAGS SHALL BE REPLACED ONCE EVERY THREE MONTHS, OR MORE OFTEN IF DEEMED NECESSARY BY THE CONTRACTOR, INSPECTOR OF ENGINEER.
5. BAG INSPECTIONS FOR RIPS, TEARS, LEAKS, AND OTHER DAMAGE ARE TO BE CONDUCTED AFTER EVERY RAIN EVENT. THE RESULTS OF THESE INSPECTIONS ARE TO BE DOCUMENTED IN THE SWPPP INSPECTION REPORT.
6. BAG OPENINGS SHALL FACE UP SO THAT THEY ARE NOT IN CONTACT WITH THE GROUND.
7. BAGS SHALL BE FILLED TO 60 PERCENT MAXIMUM CAPACITY WITH 80 PERCENT OR MORE OF THE AGGREGATE BETWEEN THE No. 4 SIEVE AND 3 INCHES IN SIZE.
8. PLACEMENT OF GRAVEL BAGS SHOULD NOT BLOCK ADA WALKING PATHS.

LEGEND

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- DENOTES EXISTING 12" WASTE WATER MAIN
- DENOTES EXISTING FLOW DIRECTION ARROW
- DENOTES PROPOSED GRAVEL BAG

0' 50' 100' 150'
SCALE 1" = 50'

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EROSION CONTROL PLAN

DRAINAGE IMPROVEMENTS FOR TX-158 AND INTERSECTION OF SINCLAIR AVE. & TX-158

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

PRELIMINARY REVIEW:

THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW L. MELLEN, P.E. # 136572 AND MAVERICK ENGINEERING (FIRM # F-14389) ON THIS DAY 07/17/2023. FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET C140 OF 30

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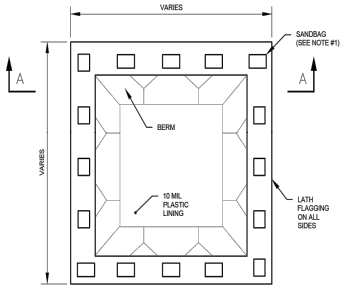
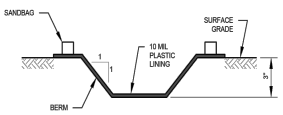
PACKET 13.254 October 10, 2023



DEPRESSED WASHOUT

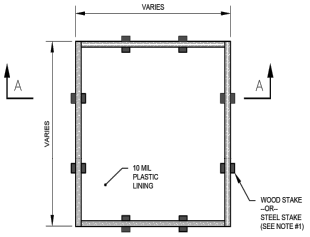


SECTION 'A-A'

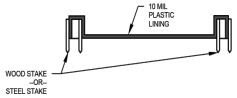
NOTES:

1. SECURE WASHOUT STRUCTURES AND LININGS WITH SANDBAGS OR TWO SECURELY FASTENED STAKES AROUND ENTIRE WASHOUT PERIMETER.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 704
	CONCRETE WASHOUT OPTION 1		



ELEVATED WASHOUT

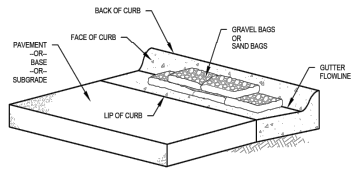


SECTION 'A-A'

NOTES:

1. THIS WASHOUT CONFIGURATION MAY NOT BE USED IN PAVED AREAS.
2. WOOD FRAME IS TO BE EQUAL TO OR BETTER THAN TWO-STACKED 2X12 ROUGH WOOD FRAME.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEERING.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 705
	CONCRETE WASHOUT OPTION 2		



NOTES:

1. FILL BAGS TO 60% CAPACITY WITH EITHER CLEAN GRAVEL OR CLEAN SAND.
2. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE FACE-OF-CURB AND DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 712
	CURB GRAVEL OR SAND BAGS		

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APPROVED BY: ALM
DATE: 07/17/2023
JOB: 220213

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EROSION CONTROL DETAILS

DRAINAGE IMPROVEMENTS FOR TX-158 AND INTERSECTION OF SINCLAIR AVE. & TX-158

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

PRELIMINARY REVIEW:

THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW J. MELLEN, P.E. # 116372 AND MAVERICK ENGINEERING (FIRM # F-14508) ON THIS DAY 07/17/2023. FOR THE PURPOSE OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET C141 OF 30

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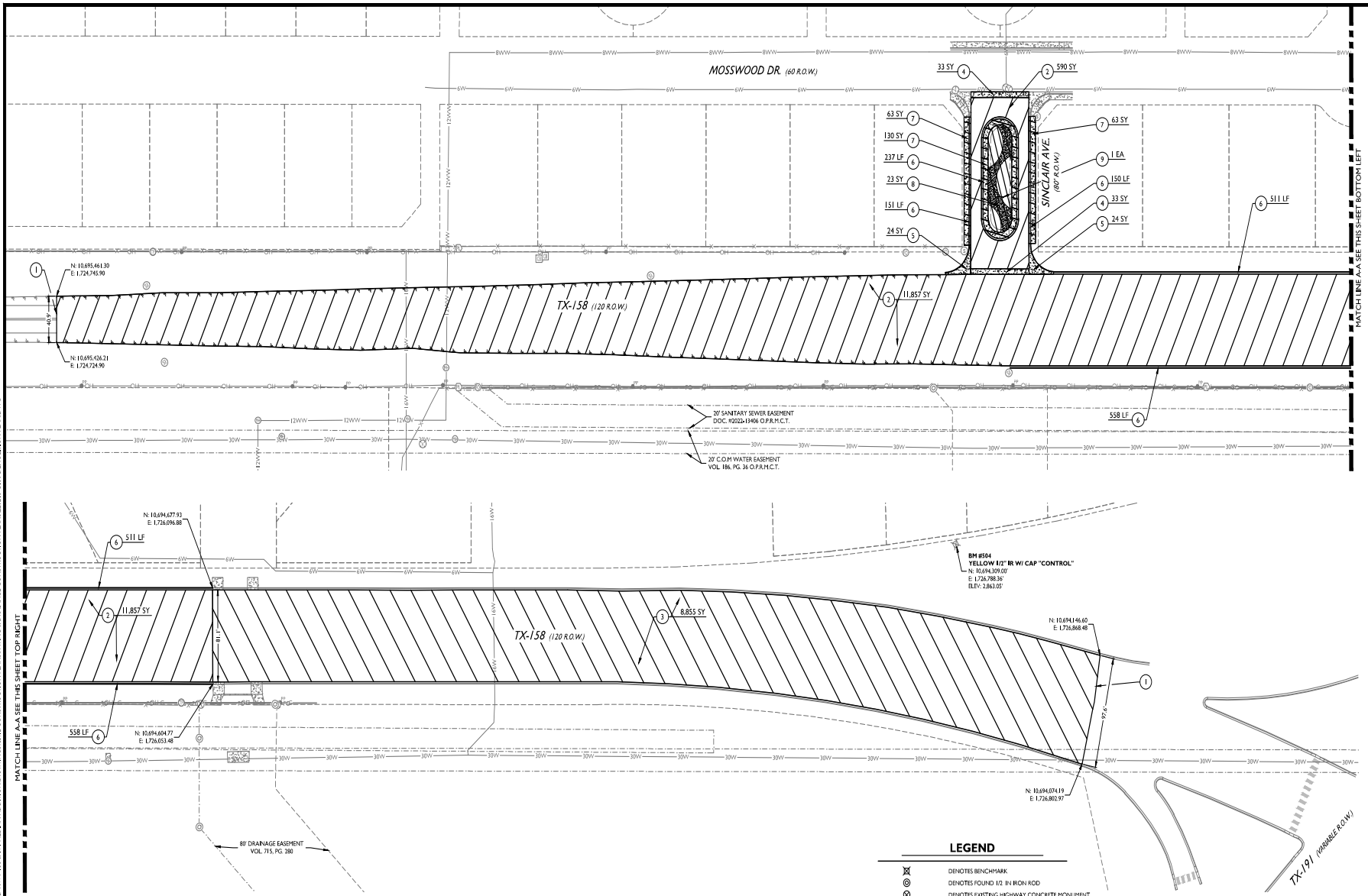

DEMOLITION GENERAL NOTES:

- ALL DEMOLITION DIMENSIONS ARE APPROXIMATE BASED ON MOST RELIABLE DATA AVAILABLE. CONTRACTOR IS TO FIELD VERIFY ACTUAL DIMENSIONS AND NOTIFY ENGINEER OF QUANTITY INCREASE OR DISCREPANCIES.
- ALL SAW-CUTS FOR PAVEMENT REMOVAL ARE TO BE CUT IN CLEAN, STRAIGHT LINES.
- NO EXISTING INFRASTRUCTURE IS TO BE REMOVED THAT IS NOT NOTED FOR REMOVAL ON THIS SHEET WITHOUT WRITTEN CONFIRMATION FROM THE ENGINEER PRIOR TO SUCH REMOVAL TAKING PLACE. ANY EXISTING INFRASTRUCTURE DAMAGED OR REMOVED BY THE CONTRACTOR THAT IS NOT NOTED ON THIS SHEET MUST BE REPAIRED OR REPLACED TO EQUAL OR BETTER CONDITION AT THE CONTRACTOR'S SOLE EXPENSE.
- THE CONTRACTOR IS TO NOTIFY THE ENGINEER OF ANY CONFLICTS OR DISCREPANCIES BEFORE REMOVING ANYTHING NOT NOTED FOR REMOVAL.
- EXISTING TREES NEAR THE PROJECT SITE SHOULD NOT BE CLOSE ENOUGH TO INTERFERE WITH CONSTRUCTION ACTIVITIES, AND THE CONTRACTOR IS DIRECTED TO MAKE SURE EXISTING TREES ARE NOT DAMAGED DURING PROJECT OPERATIONS.
- DEMOLISHED MATERIALS WILL BECOME THE PROPERTY OF THE CONTRACTOR, EXCEPT WHERE SALVAGE MATERIALS ARE NOTED OTHERWISE.
- SALVAGE MATERIALS ARE TO BE STOCKPILED AS INDICATED BY THE OWNER. STOCKPILING OF SALVAGE MATERIALS IS CONSIDERED INCIDENTAL TO REMOVAL UNLESS SPECIFICALLY NOTED OTHERWISE.
- DEMO MATERIALS ARE TO BE DISPOSED OF OFFSITE AND DISPOSED OF BY THE CONTRACTOR IN ACCORDANCE WITH ALL STATE AND FEDERAL REGULATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER / ENGINEER OR PROJECT.
- ANY HAZARDOUS MATERIALS ENCOUNTERED SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE OWNER / ENGINEER.

DEMOLITION CONSTRUCTION NOTES:

TYP 1. CONTRACTOR IS TO SAWCUT NEATLY ALONG ASPHALT EDGE AND AS SHOWN. CONTRACTOR IS TO TAKE EXTRA CARE NOT TO DAMAGE PAVEMENT WITH VEHICLE TRAFFIC OR EQUIPMENT. THE EXISTING ASPHALT PAVEMENT REPLACED IS TO MATCH CURRENT SECTION OF EXISTING ROADWAY. ANY DAMAGE TO THE EDGE OF PAVEMENT WILL REQUIRE A SAWCUT AND THE REMOVAL OF TWO (2) FEET MINIMUM ASPHALT FROM EXISTING CURB AND GUTTER LIP. CONTRACTOR IS TO CLEANLY TIE INTO EXISTING CURB. DETERMINATION OF EXACT LOCATION MAY NEED TO BE FIELD VERIFIED BY CONTRACTOR. CONTRACTOR TO NOTIFY ENGINEER OF RECORD OF ANY DAMAGE OR TIE IN PROBLEMS. ANY DAMAGE TO NEW PAVEMENT WILL BE CONSIDERED A TOTAL LOSS, AND IS TO BE REPAIRED FULL DEPTH FROM CURB TO CURB FOR A LENGTH DETERMINED BY THE CITY ENGINEER (UP TO ONE CITY BLOCK) AT THE SOLE EXPENSE OF THE CONTRACTOR.
2. REMOVE EXISTING BASE AND ASPHALT PAVEMENT.
3. REMOVE EXISTING ASPHALT PAVEMENT.
4. DEMOLISH AND REMOVE EXISTING VALLEY GUTTER.
5. DEMOLISH AND REMOVE EXISTING FILLET.
6. DEMOLISH AND REMOVE EXISTING CURB AND GUTTER.
7. DEMOLISH AND REMOVE EXISTING SIDEWALK. CONTRACTOR TO SAWCUT NEAT STRAIGHT EDGE AT THE NEXT CONCRETE JOINT LINE OF EXISTING SIDEWALK TO ACCOMMODATE HANDICAP RAMP.
8. DEMOLISH AND REMOVE EXISTING MEDIAN LANDSCAPE AREA.
9. DEMOLISH AND REMOVE EXISTING SIGN.

LEGEND

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0' 50' 100' 150'
SCALE 1" = 50'

PACKET

13.256

October 10, 2023

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DRAWN BY: . CHECKED BY: ALM APPROVED BY: ALM DATE: 07/17/2023 JOB: 220213

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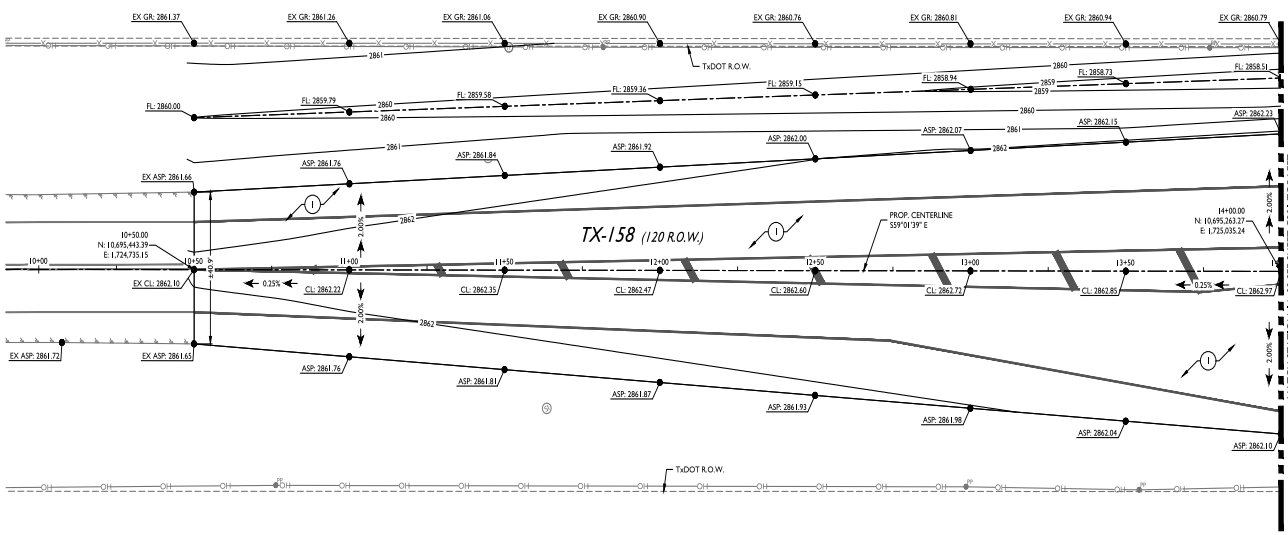
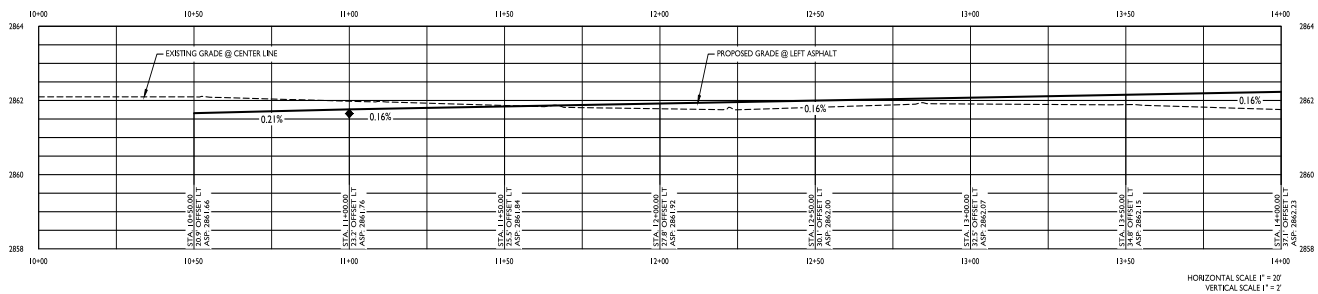
DEMOLITION PLAN

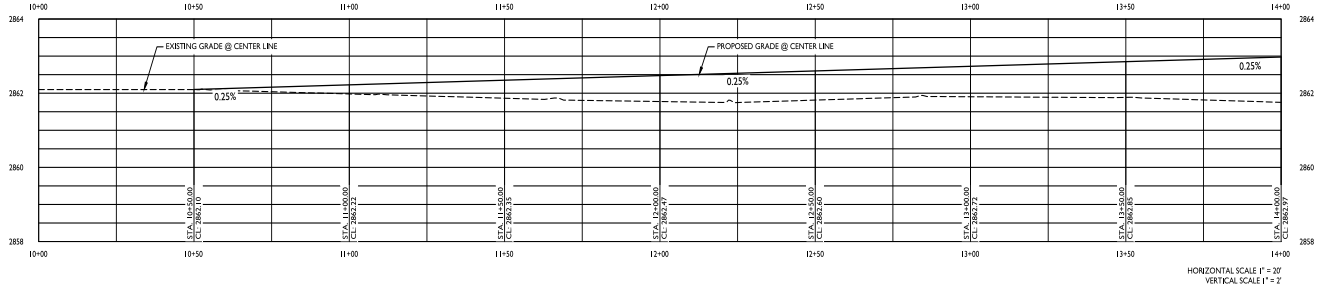
DRAINAGE IMPROVEMENTS FOR TX-158 AND INTERSECTION OF SINCLAIR AVE. & TX-158
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

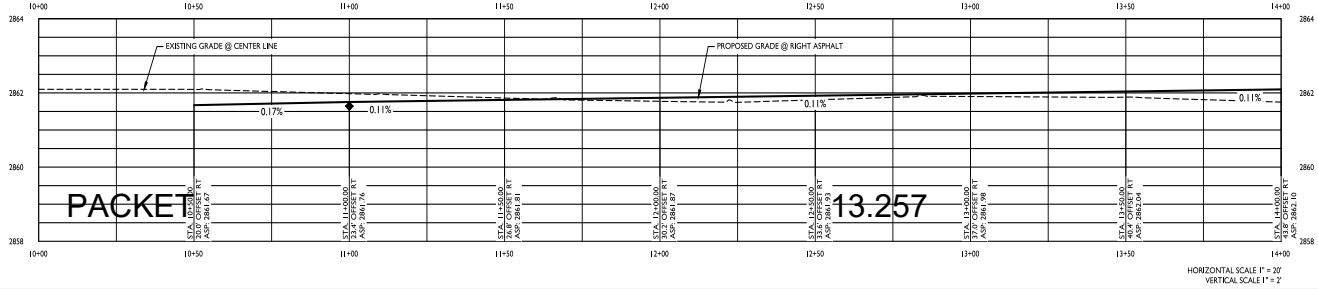
PRELIMINARY REVIEW:
THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW J. MELLEN, P.E. #106573 AND MAVERICK ENGINEERING (FIRM # F-14309) ON THIS DAY 07/17/2023, FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

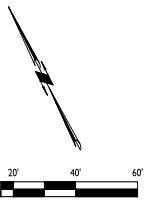
SHEET C150 OF 30











LEGEND

	DENOTES BENCHMARK
	DENOTES FOUND 1/2 IN IRON ROD
	DENOTES EXISTING HIGHWAY CONCRETE MONUMENT
PP	DENOTES EXISTING POWER POLE
UP	DENOTES EXISTING UTILITY POLE
	DENOTES EXISTING ROAD SIGN
	DENOTES EXISTING STOP SIGN
	DENOTES EXISTING ATMOS MARKER
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	DENOTES EXISTING MANHOLE
	DENOTES EXISTING WATER VALVE
	DENOTES EXISTING CABLE BOX
	DENOTES EXISTING CABLE MARKER
	DENOTES EXISTING PROPERTY LINE
	DENOTES EXISTING EASEMENT
-X-	DENOTES EXISTING FENCE
-OH-	DENOTES EXISTING OVERHEAD ELECTRIC LINE
-G-	DENOTES EXISTING ATMOS GAS LINE
-FO-	DENOTES EXISTING UNDERGROUND FIBER OPTIC LINE
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-8WW-	DENOTES EXISTING 8" WASTE WATER MAIN
-12WW-	DENOTES EXISTING 12" WASTE WATER MAIN
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EX GU	DENOTES EXISTING GUTTER GRADE
EX CL	DENOTES EXISTING CENTER LINE GRADE
EX ASP	DENOTES EXISTING ASPHALT GRADE
EX GR	DENOTES EXISTING GRADE
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ASP	DENOTES ASPHALT GRADE
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FL	DENOTES FLOW LINE GRADE

PAVING CONSTRUCTION NOTES:

TYP (1) TX-158. CONSTRUCT PER ROAD CROSS SECTION "C" SEE SHEET C300.
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18. CONSTRUCT STANDARD (RAISED LIP) TYPE "A" CURB PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 205 SEE SHEET C311. **CONTRACTOR TO MATCH EXISTING GRADES.**

PACKET 13.257

October 10, 2023

MAVERICK
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1909 W. Wall St., Ste. "K", Midland, TX 79701
FIRM #: F-14,589 FIRM #: LS-10,089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 263-0989
www.Maverick-Eng.com

BY	APPR.	DATE

REVISIONS

DRAWN BY: -
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 07/17/2023
JOB: 220213

Know what's below. Call before you dig.

TX-158 P&P

DRAINAGE IMPROVEMENTS FOR TX-158 AND INTERSECTION OF SINCLAIR AVE. & TX-158

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

PRELIMINARY REVIEW:

THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW J. MILLEN, P.E. # 86572 AND MAVERICK ENGINEERING (FIRM # F-14589) ON THIS DAY 07/17/2023. FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET C200 OF 30

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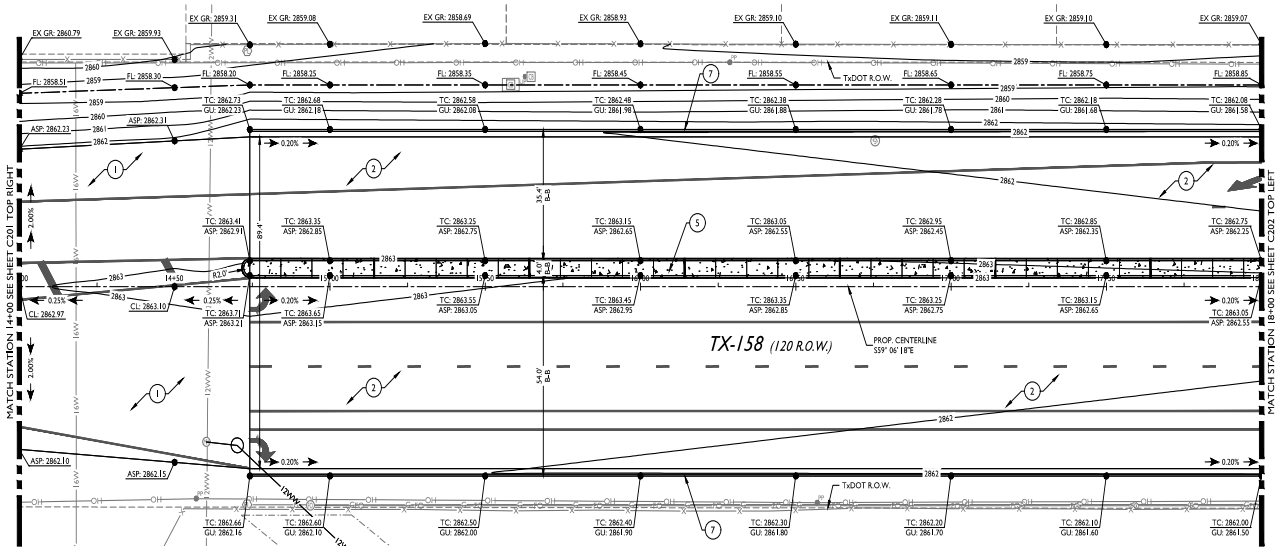
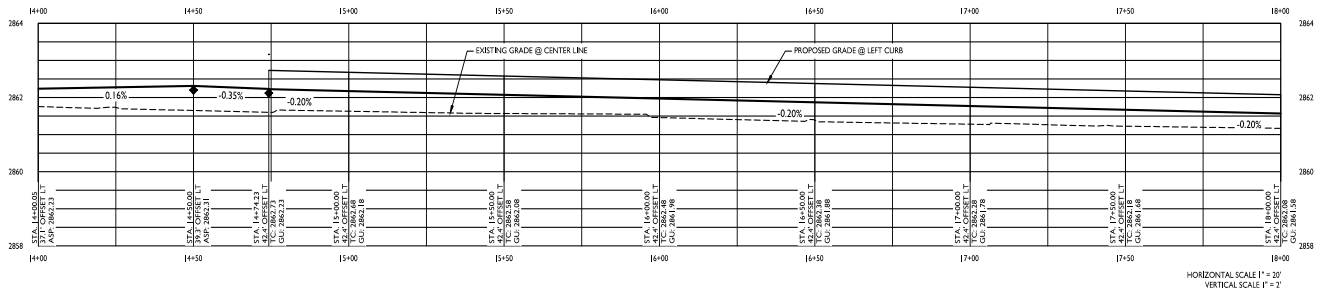
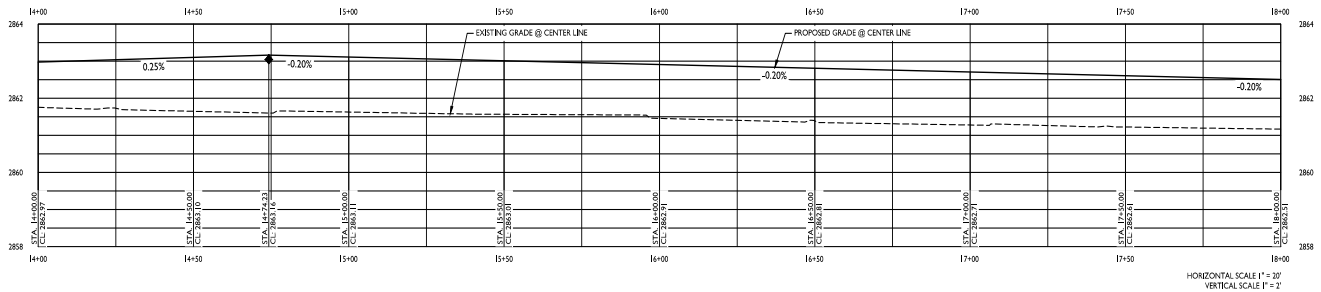
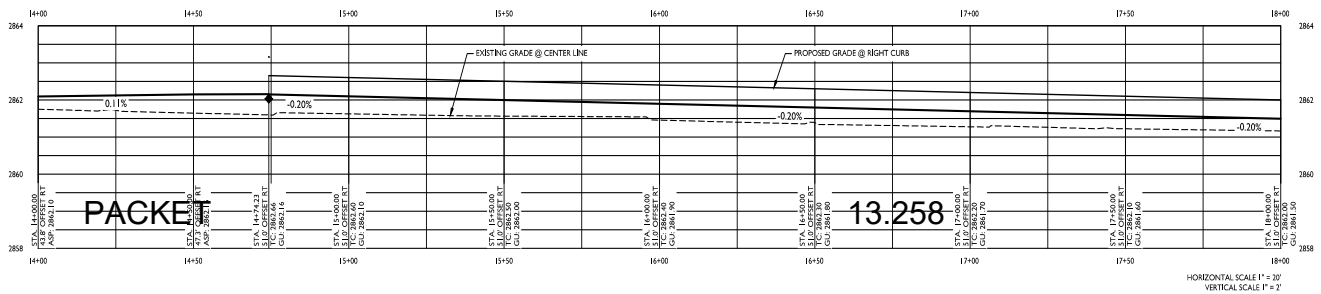
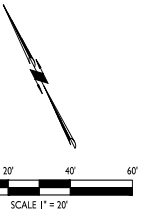
P:\2022\2201\13-CITY OF MIDLAND-HWY 158 & 191 MEDIAN ADDITION\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING & DRAINAGE CONSTRUCTION PLANS\2023.11 C200 TX-158 PMT.DWG











LEGEND

	DENOTES BENCHMARK
	DENOTES FOUND 1/2 IN IRON ROD
	DENOTES EXISTING HIGHWAY CONCRETE MONUMENT
PP	DENOTES EXISTING POWER POLE
UP	DENOTES EXISTING UTILITY POLE
S	DENOTES EXISTING ROAD SIGN
S	DENOTES EXISTING STOP SIGN
AM	DENOTES EXISTING ATMOS MARKER
OM	DENOTES EXISTING FIBER OPTIC MARKER
TP	DENOTES EXISTING TELEPHONE PEDESTAL
MH	DENOTES EXISTING MANHOLE
WV	DENOTES EXISTING WATER VALVE
CB	DENOTES EXISTING CABLE BOX
C	DENOTES EXISTING CABLE MARKER
	DENOTES EXISTING PROPERTY LINE
	DENOTES EXISTING EASEMENT
-X-	DENOTES EXISTING FENCE
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PAVING CONSTRUCTION NOTES:

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PACKET 13.258

October 10, 2023

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1909 W. Wall St. Ste. "K" Midland, TX 79701
ENGINEER FIRM # F-14309
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

NO.	REVISIONS	BY	APPR.	DATE
1	-	-	-	-

DRAWN BY: -
CHECKED BY: ALH
APPROVED BY: ALH
DATE: 07/17/2023
JOB: 220213

Know what's below. Call before you dig.

TX-158 P&P

DRAINAGE IMPROVEMENTS FOR TX-158 AND INTERSECTION OF SINCLAIR AVE. & TX-158

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

PRELIMINARY REVIEW:

THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW J. HELLEN, P.E. #85037 AND MAVERICK ENGINEERING (FIRM # F-14309) ON THIS DAY 07/17/2023. FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET C201 OF 30

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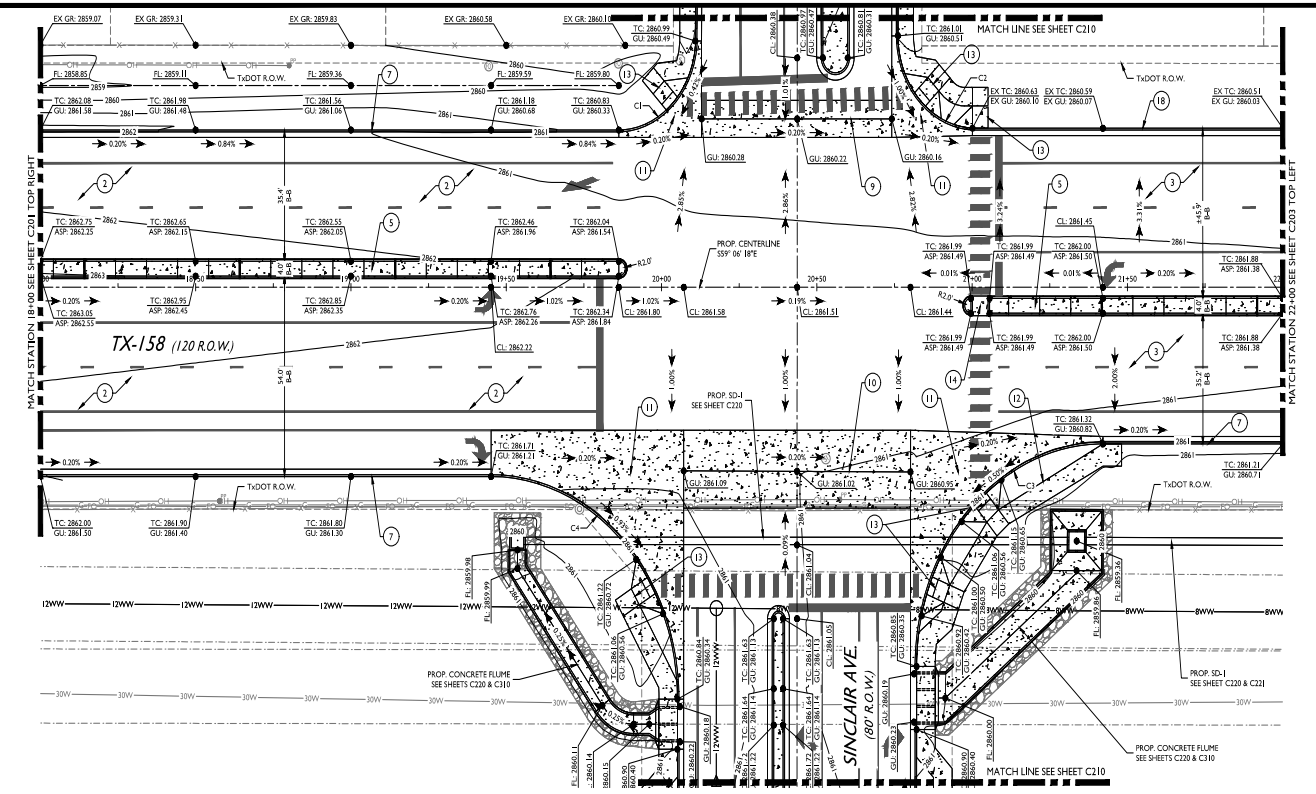
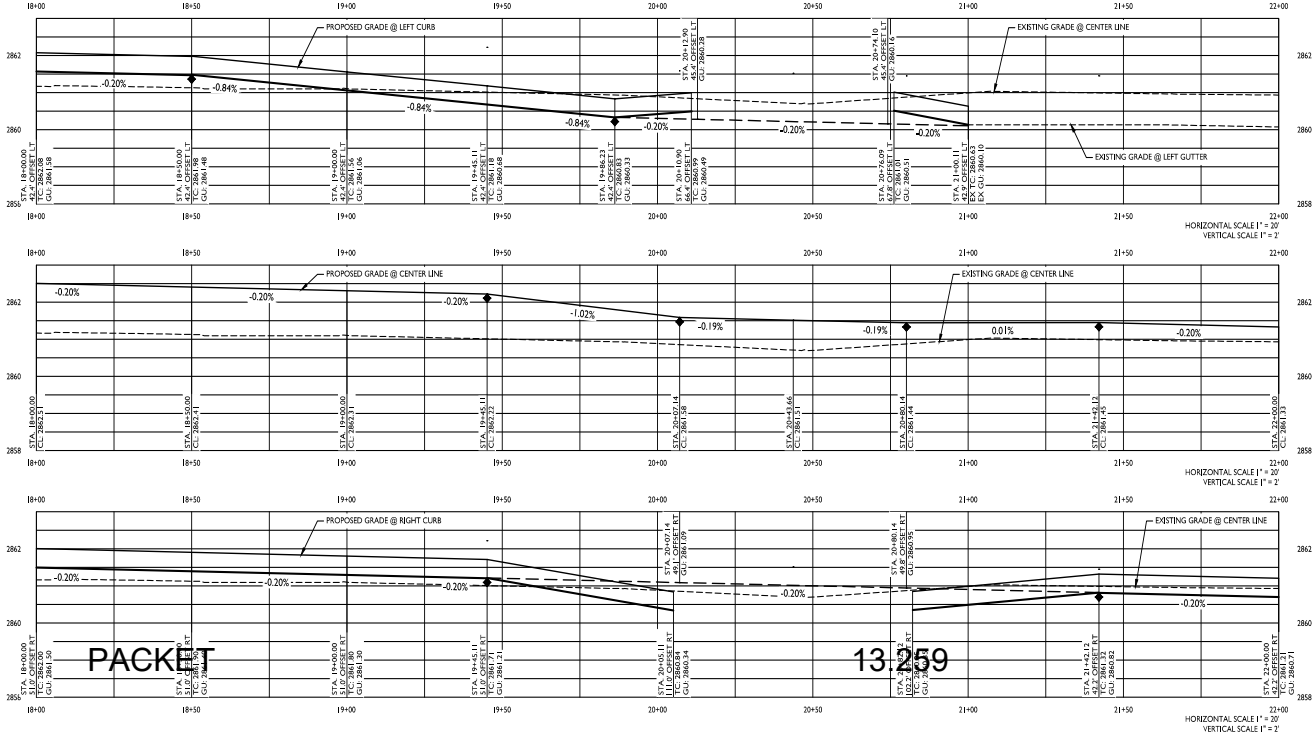
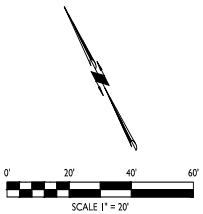
F:\2022\220213-CITY OF MIDLAND-HWY 158 & I 191 MEDIAN ADDITION\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING & DRAINAGE CONSTRUCTION PLANS\220213 C201 TX-158 P&P.DWG







LEGEND

	DENOTES BENCHMARK
	DENOTES FOUND 1/2 IN IRON ROD
	DENOTES EXISTING HIGHWAY CONCRETE MONUMENT
PP	DENOTES EXISTING POWER POLE
UP	DENOTES EXISTING UTILITY POLE
	DENOTES EXISTING ROAD SIGN
S	DENOTES EXISTING STOP SIGN
AM	DENOTES EXISTING ATMOS MARKER
FO	DENOTES EXISTING FIBER OPTIC MARKER
T	DENOTES EXISTING TELEPHONE PEDESTAL
M	DENOTES EXISTING MANHOLE
W	DENOTES EXISTING WATER VALVE
	DENOTES EXISTING CABLE BOX
C	DENOTES EXISTING CABLE MARKER
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CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	94.22'	60.00'	84.83'	N 44° 05' 32" E	90°01'32"
C2	38.21'	25.00'	34.60'	S 13° 03' 51" E	87°34'33"
C3	94.22'	60.00'	84.83'	S 75° 54' 28" W	89°58'28"
C4	94.27'	60.00'	84.87'	N 14° 05' 32" W	90°01'32"

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BY	APPR.	DATE
REVISIONS		

DRAWN BY: -
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 07/17/2023
JOB: 220213

811 Know what's below. Call before you dig.

TX-158 P&P

DRAINAGE IMPROVEMENTS FOR TX-158 AND INTERSECTION OF SINCLAIR AVE. & TX-158

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

PRELIMINARY REVIEW:

THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW J. MELLEN, P.E. #89037 AND MAVERICK ENGINEERING (FIRM # F-15089) ON THE DAY 07/17/2023. FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET **C202** OF 30

P:\2022\220213-CITY OF MIDLAND-HWY 158 & I 191 MEDIAN ADDITION\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING & DRAINAGE CONSTRUCTION PLANS\220213 C202 TX-158 P&P.DWG
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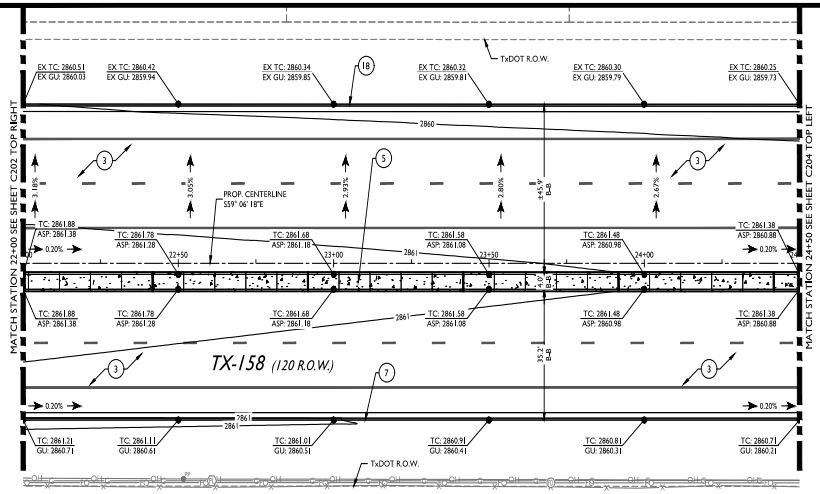
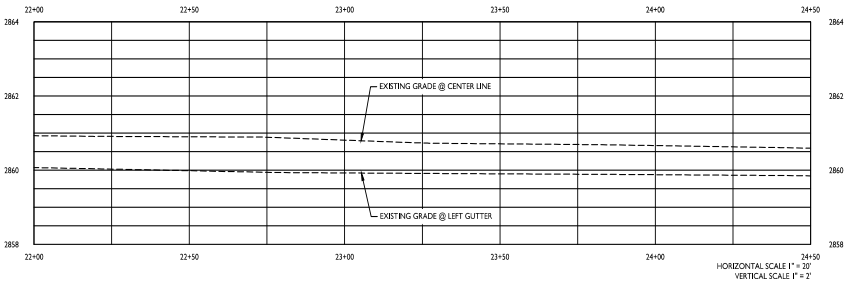
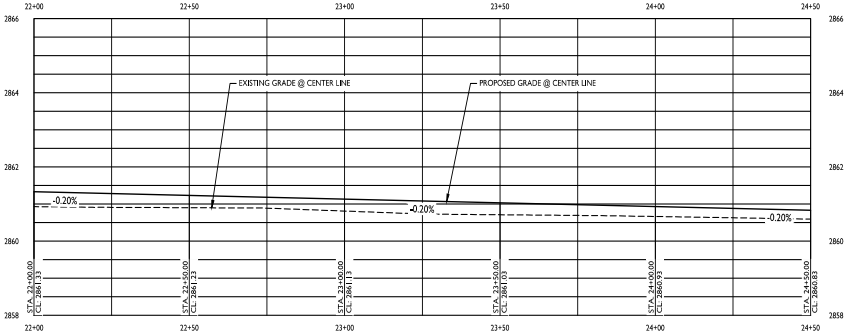
PACKET 13.259 October 10, 2023





HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 2'



HORIZONTAL SCALE 1" = 20'
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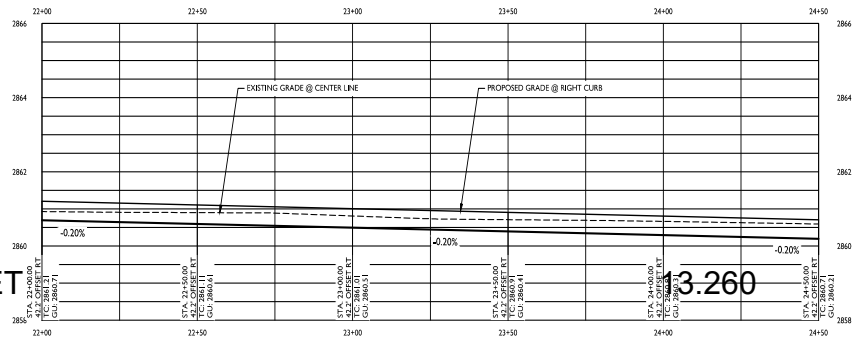

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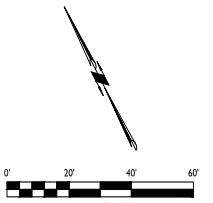

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-G-	DENOTES EXISTING ATMOS GAS LINE
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-6W-	DENOTES EXISTING 6" WATER MAIN
-16W-	DENOTES EXISTING 16" WATER MAIN
-30W-	DENOTES EXISTING 30" WATER MAIN
-8WW-	DENOTES EXISTING 8" WASTE WATER MAIN
-12WW-	DENOTES EXISTING 12" WASTE WATER MAIN
EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
EX CL	DENOTES EXISTING CENTER LINE GRADE
EX ASP	DENOTES EXISTING ASPHALT GRADE
EX GR	DENOTES EXISTING GRADE
TC	DENOTES TOP OF CURB GRADE
GU	DENOTES GUTTER GRADE
ASP	DENOTES ASPHALT GRADE
CL	DENOTES CENTER LINE GRADE
FL	DENOTES FLOW LINE GRADE

PAVING CONSTRUCTION NOTES:

TYP (1) TX-158. CONSTRUCT PER ROAD CROSS SECTION "C" SEE SHEET C300.

2. TX-158. CONSTRUCT PER ROAD CROSS SECTION "A" SEE SHEET C300.
3. TX-158. CONSTRUCT PER ROAD CROSS SECTION "B" SEE SHEET C300.
4. TX-158. CONSTRUCT PER ROAD CROSS SECTION "D" SEE SHEET C300.
5. TX-158. CONSTRUCT MEDIAN PER CROSS SECTION "E" SEE SHEET C301.
6. CONSTRUCT STREET CROWN SECTION PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 201 SEE SHEET C311.
7. CONSTRUCT STANDARD (RAISED LIP) TYPE "A" CURB PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 205 SEE SHEET C311.
8. CONSTRUCT STANDARD (INVERT) TYPE "C" CURB PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 207 SEE SHEET C311.
9. CONSTRUCT 10' WIDE VALLEY GUTTER PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 218(A) & 218(B) SEE SHEET C311.
10. CONSTRUCT 21' WIDE VALLEY GUTTER PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 218(A) & 218(B) SEE SHEET C311.
11. CONSTRUCT STANDARD FILLETS AND VALLEY GUTTER PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 218(A) & 218(B) SEE SHEET C311.
12. CONSTRUCT 5' SIDEWALK PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 216 SEE SHEET C311.
13. CONSTRUCT HANDICAP RAMP PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 226 SEE SHEET C311.
14. CONSTRUCT 6' WIDE PEDESTRIAN OPENING.
15. CONSTRUCT CONCRETE SCUPPER PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 237(A), 237(B), AND 237(C) SEE SHEET C312.
16. SINCLARE AVE. CONSTRUCT PER ROAD CROSS SECTION "F" SEE SHEET C302.
17. SINCLARE AVE. CONSTRUCT PER ROAD CROSS SECTION "G" SEE SHEET C302.
18. CONSTRUCT STANDARD (RAISED LIP) TYPE "A" CURB PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 205 SEE SHEET C311. **CONTRACTOR TO MATCH EXISTING GRADES.**

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BY	APPR.	DATE

REVISIONS

DRAWN BY: -
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 07/17/2023
Job. 220213

Know what's below. Call before you dig.

TX-158 P&P

DRAINAGE IMPROVEMENTS FOR TX-158 AND INTERSECTION OF SINCLAIR AVE. & TX-158

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

PRELIMINARY REVIEW:

THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW J. MELLEN, P.E. #83072 AND MAVERICK ENGINEERING (FIRM # F-15089) ON THE DAY 07/17/2023. FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET **C203** OF 30

F:\2022\220213-CITY OF MIDLAND-HWY 158 & I 191 MEDIAN ADDITION\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING & DRAINAGE CONSTRUCTION PLANS\220213 C203 TX-158 P&P.DWG

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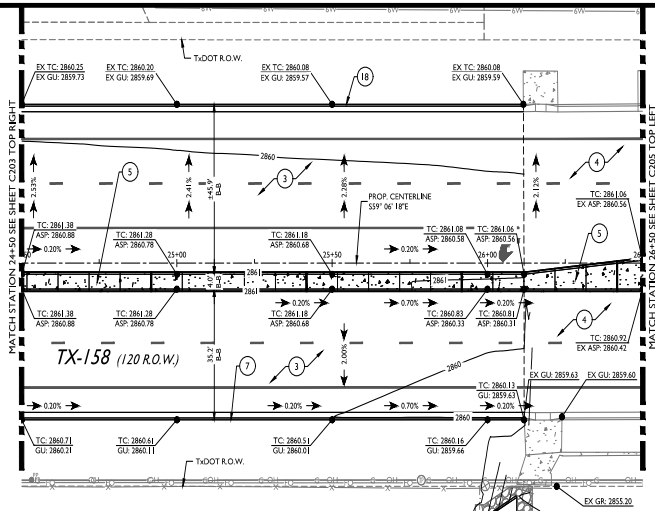
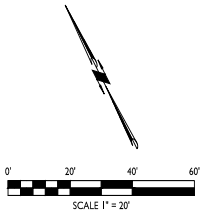
PACKET PAGE 3.260 October 10, 2023





LEGEND

	DENOTES BENCHMARK
	DENOTES FOUND 1/2 IN IRON ROD
	DENOTES EXISTING HIGHWAY CONCRETE MONUMENT
PP	DENOTES EXISTING POWER POLE
UP	DENOTES EXISTING UTILITY POLE
	DENOTES EXISTING ROAD SIGN
	DENOTES EXISTING STOP SIGN
	DENOTES EXISTING ATMOS MARKER
	DENOTES EXISTING FIBER OPTIC MARKER
	DENOTES EXISTING TELEPHONE PEDESTAL
	DENOTES EXISTING MANHOLE
	DENOTES EXISTING WATER VALVE
	DENOTES EXISTING CABLE BOX
	DENOTES EXISTING CABLE MARKER
	DENOTES EXISTING PROPERTY LINE
	DENOTES EXISTING EASEMENT
X	DENOTES EXISTING FENCE
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
G	DENOTES EXISTING ATMOS GAS LINE
FO	DENOTES EXISTING UNDERGROUND FIBER OPTIC LINE
6W	DENOTES EXISTING 6" WATER MAIN
16W	DENOTES EXISTING 16" WATER MAIN
30W	DENOTES EXISTING 30" WATER MAIN
8WW	DENOTES EXISTING 8" WASTE WATER MAIN
12WW	DENOTES EXISTING 12" WASTE WATER MAIN
EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
EX CL	DENOTES EXISTING CENTER LINE GRADE
EX ASP	DENOTES EXISTING ASPHALT GRADE
EX GR	DENOTES EXISTING GRADE
TC	DENOTES TOP OF CURB GRADE
GU	DENOTES GUTTER GRADE
ASP	DENOTES ASPHALT GRADE
CL	DENOTES CENTER LINE GRADE
FL	DENOTES FLOW LINE GRADE

PAVING CONSTRUCTION NOTES:

TYP. (1) TX-158. CONSTRUCT PER ROAD CROSS SECTION "C" SEE SHEET C300.

2. TX-158. CONSTRUCT PER ROAD CROSS SECTION "A" SEE SHEET C300.
3. TX-158. CONSTRUCT PER ROAD CROSS SECTION "B" SEE SHEET C300.
4. TX-158. CONSTRUCT PER ROAD CROSS SECTION "D" SEE SHEET C300.
5. TX-158. CONSTRUCT MEDIAN PER CROSS SECTION "E" SEE SHEET C301.
6. CONSTRUCT STREET CROWN SECTION PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 201 SEE SHEET C311.
7. CONSTRUCT STANDARD (RAISED LIP) TYPE "A" CURB PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 205 SEE SHEET C311.
8. CONSTRUCT STANDARD (INVERT) TYPE "C" CURB PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 207 SEE SHEET C311.
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12. CONSTRUCT 5' SIDEWALK PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 216 SEE SHEET C311.
13. CONSTRUCT HANDICAP RAMP PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 226 SEE SHEET C311.
14. CONSTRUCT 6' WIDE PEDESTRIAN OPENING.
15. CONSTRUCT CONCRETE SCUPPER PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 237(A), 237(B), AND 237(C) SEE SHEET C312.
16. SINCLARE AVE. CONSTRUCT PER ROAD CROSS SECTION "F" SEE SHEET C302.
17. SINCLARE AVE. CONSTRUCT PER ROAD CROSS SECTION "G" SEE SHEET C302.
18. CONSTRUCT STANDARD (RAISED LIP) TYPE "A" CURB PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 205 SEE SHEET C311. **CONTRACTOR TO MATCH EXISTING GRADES.**

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BY	APPR.	DATE

REVISIONS

DRAWN BY: . CHECKED BY: ALM
APPROVED BY: ALM
DATE: 07/17/2023
JOB: 220213

811 Know what's below. Call before you dig.

TX-158 P&P

DRAINAGE IMPROVEMENTS FOR TX-158 AND INTERSECTION OF SINCLAIR AVE. & TX-158

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

PRELIMINARY REVIEW:

THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW J. MELLEN, P.E. #84070 AND MAVERICK ENGINEERING (FIRM # F-14508) ON THE DAY 07/17/2023. FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET **C204** OF 30

P:\2022\220213-CITY OF MIDLAND-HWY 158 & I 191 MEDIAN ADDITION\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING & DRAINAGE CONSTRUCTION PLANS\220213 C204 TX-158 P&P.DWG

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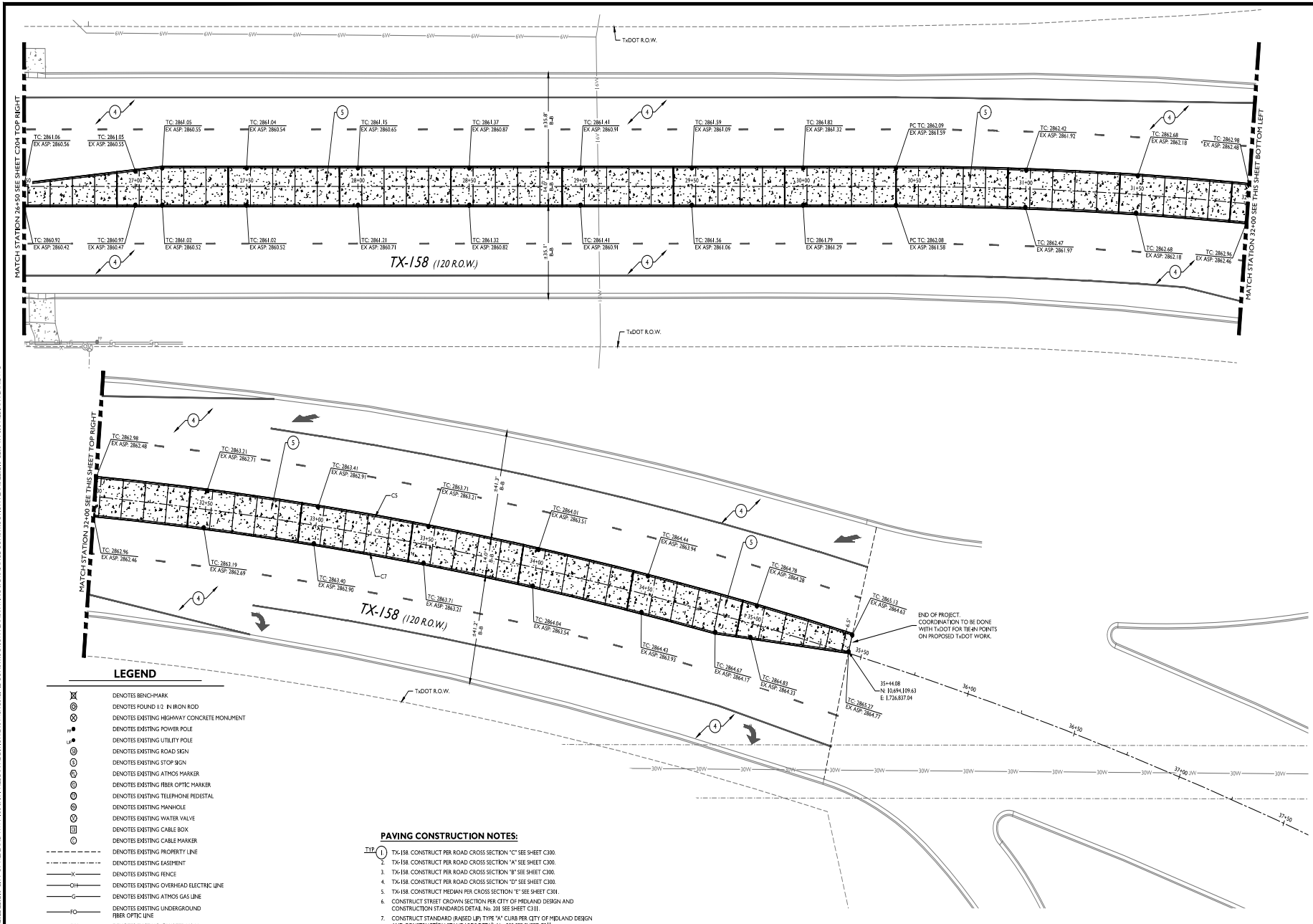

LEGEND

- DENOTES BENCHMARK
- DENOTES FOUND 1/2 IN IRON ROD
- DENOTES EXISTING HIGHWAY CONCRETE MONUMENT
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING UTILITY POLE
- DENOTES EXISTING ROAD SIGN
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING ATMOS MARKER
- DENOTES EXISTING FIBER OPTIC MARKER
- DENOTES EXISTING TELEPHONE PEDESTAL
- DENOTES EXISTING MANHOLE
- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING CABLE BOX
- DENOTES EXISTING CABLE MARKER
- DENOTES EXISTING PROPERTY LINE
- DENOTES EXISTING EASEMENT
- DENOTES EXISTING FENCE
- DENOTES EXISTING OVERHEAD ELECTRIC LINE
- DENOTES EXISTING ATMOS GAS LINE
- DENOTES EXISTING UNDERGROUND FIBER OPTIC LINE
- DENOTES EXISTING 6" WATER MAIN
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- DENOTES EXISTING 30" WATER MAIN
- DENOTES EXISTING 8" WASTE WATER MAIN
- DENOTES EXISTING 12" WASTE WATER MAIN
- EX TC — DENOTES EXISTING TOP OF CURB GRADE
- EX GU — DENOTES EXISTING GUTTER GRADE
- EX CL — DENOTES EXISTING CENTER LINE GRADE
- EX ASP — DENOTES EXISTING ASPHALT GRADE
- EX GR — DENOTES EXISTING GRADE
- TC — DENOTES TOP OF CURB GRADE
- GU — DENOTES GUTTER GRADE
- ASP — DENOTES ASPHALT GRADE
- CL — DENOTES CENTER LINE GRADE
- FL — DENOTES FLOW LINE GRADE

PAVING CONSTRUCTION NOTES:

TYP (1) TX-158. CONSTRUCT PER ROAD CROSS SECTION "C" SEE SHEET C300.

2. TX-158. CONSTRUCT PER ROAD CROSS SECTION "A" SEE SHEET C300.
3. TX-158. CONSTRUCT PER ROAD CROSS SECTION "B" SEE SHEET C300.
4. TX-158. CONSTRUCT PER ROAD CROSS SECTION "D" SEE SHEET C300.
5. TX-158. CONSTRUCT MEDIAN PER CROSS SECTION "E" SEE SHEET C301.
6. CONSTRUCT STREET CROWN SECTION PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 201 SEE SHEET C311.
7. CONSTRUCT STANDARD (RAISED LIP) TYPE "A" CURB PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 205 SEE SHEET C311.
8. CONSTRUCT STANDARD (INVERT) TYPE "C" CURB PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 207 SEE SHEET C311.
9. CONSTRUCT 10' WIDE VALLEY GUTTER PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 218(A) & 218(B) SEE SHEET C311.
10. CONSTRUCT 21' WIDE VALLEY GUTTER PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 218(A) & 218(B) SEE SHEET C311.
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12. CONSTRUCT 5' SIDEWALK PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 216 SEE SHEET C311.
13. CONSTRUCT HANDICAP RAMP PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 226 SEE SHEET C311.
14. CONSTRUCT 6' WIDE PEDESTRIAN OPENING.
15. CONSTRUCT CONCRETE SCUPPER PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 237(A), 237(B), AND 237(C) SEE SHEET C312.
16. SINCLAIRE AVE. CONSTRUCT PER ROAD CROSS SECTION "F" SEE SHEET C302.
17. SINCLAIRE AVE. CONSTRUCT PER ROAD CROSS SECTION "G" SEE SHEET C302.
18. CONSTRUCT STANDARD (RAISED LIP) TYPE "A" CURB PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 205 SEE SHEET C311. **CONTRACTOR TO MATCH EXISTING GRADES.**

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C5	504.21'	1916.86'	502.76'	N 51° 37' 05" W	15°04'16"
C6	804.52'	1909.86'	798.58'	N 47° 05' 09" W	24°08'08"
C7	440.76'	1902.86'	439.78'	N 52° 31' 04" W	13°16'18"

SCALE 1" = 20'

PACKET

13.262

October 10, 2023

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NO.	REVISIONS	BY	APPR.	DATE

DRAWN BY: -
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 07/17/2023
Job. 220213

Know what's below. Call before you dig.

TX-158 MEDIAN PLAN

DRAINAGE IMPROVEMENTS FOR TX-158 AND INTERSECTION OF SINCLAIR AVE. & TX-158

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

PRELIMINARY REVIEW:

THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW L. MILLEN, P.E. #80073 AND MAVERICK ENGINEERING (TBPE # F-14080) ON THE DAY 07/17/2023. FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET C205 OF 30

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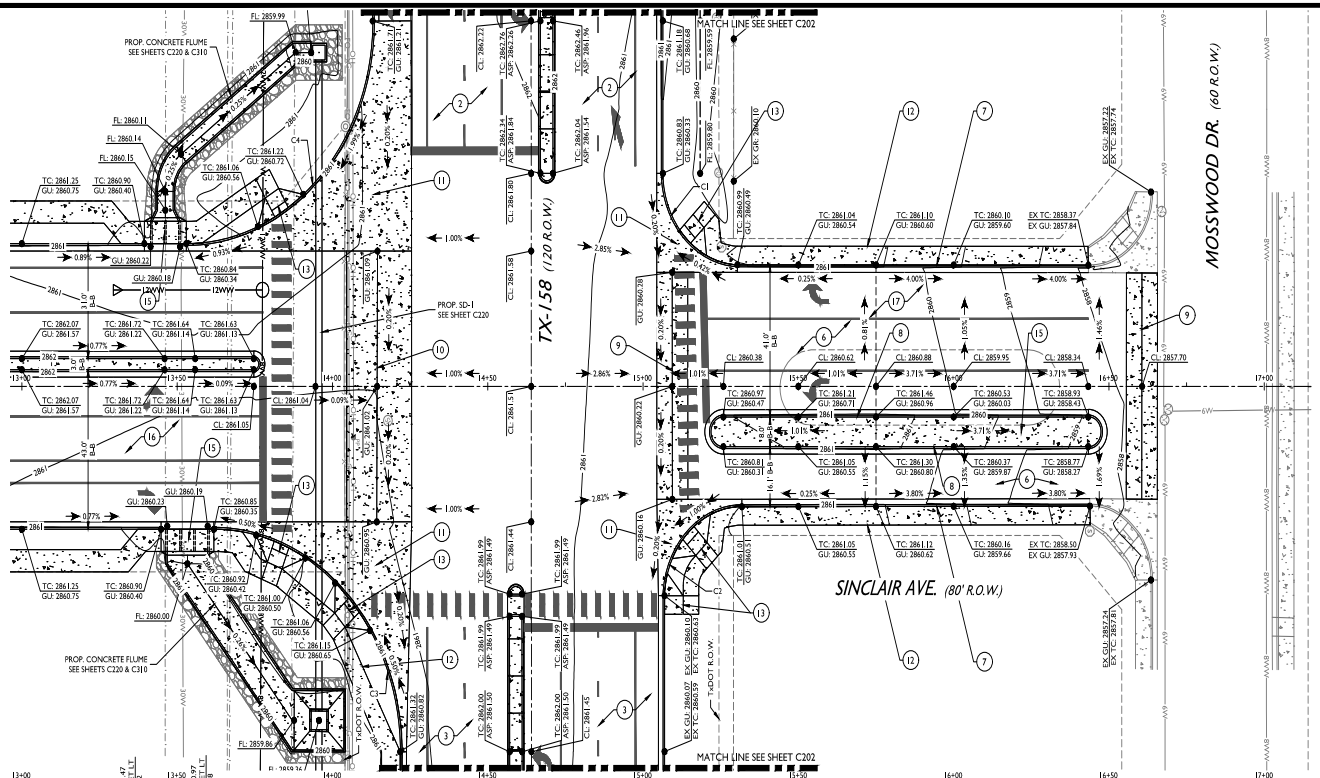

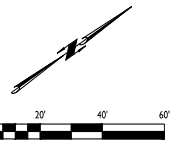

LEGEND

	DENOTES BENCHMARK
	DENOTES FOUND 1/2 IN IRON ROD
	DENOTES EXISTING HIGHWAY CONCRETE MONUMENT
PP	DENOTES EXISTING POWER POLE
UP	DENOTES EXISTING UTILITY POLE
	DENOTES EXISTING ROAD SIGN
	DENOTES EXISTING STOP SIGN
	DENOTES EXISTING ATMOS MARKER
	DENOTES EXISTING FIBER OPTIC MARKER
	DENOTES EXISTING TELEPHONE PEDESTAL
	DENOTES EXISTING MANHOLE
	DENOTES EXISTING WATER VALVE
	DENOTES EXISTING CABLE BOX
	DENOTES EXISTING CABLE MARKER
	DENOTES EXISTING PROPERTY LINE
	DENOTES EXISTING EASEMENT
X	DENOTES EXISTING FENCE
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
G	DENOTES EXISTING ATMOS GAS LINE
FO	DENOTES EXISTING UNDERGROUND FIBER OPTIC LINE
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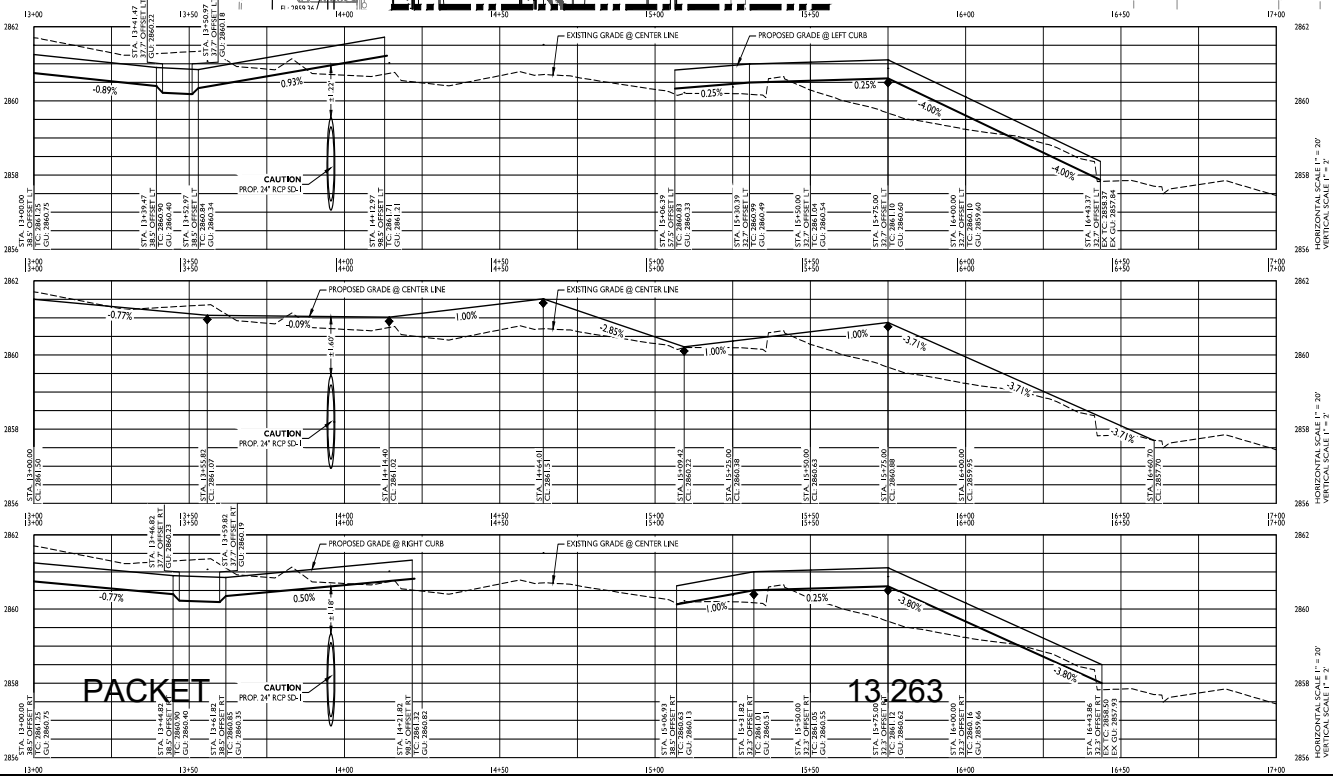
GU	DENOTES GUTTER GRADE
ASP	DENOTES ASPHALT GRADE
CL	DENOTES CENTER LINE GRADE
FL	DENOTES FLOW LINE GRADE



PAVING CONSTRUCTION NOTES:

TYP.

1. TX-158. CONSTRUCT PER ROAD CROSS SECTION "C" SEE SHEET C300.
2. TX-158. CONSTRUCT PER ROAD CROSS SECTION "A" SEE SHEET C300.
3. TX-158. CONSTRUCT PER ROAD CROSS SECTION "B" SEE SHEET C300.
4. TX-158. CONSTRUCT PER ROAD CROSS SECTION "D" SEE SHEET C300.
5. TX-158. CONSTRUCT MEDIAN PER CROSS SECTION "E" SEE SHEET C301.
6. CONSTRUCT STREET CROWN SECTION PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 201 SEE SHEET C311.
7. CONSTRUCT STANDARD (RAISED UP) TYPE "A" CURB PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 205 SEE SHEET C311.
8. CONSTRUCT STANDARD (INVERT) TYPE "C" CURB PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 207 SEE SHEET C311.
9. CONSTRUCT 10' WIDE VALLEY GUTTER PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 218(A) & 218(B) SEE SHEET C311.
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16. SINCLARE AVE. CONSTRUCT PER ROAD CROSS SECTION "F" SEE SHEET C302.
17. SINCLARE AVE. CONSTRUCT PER ROAD CROSS SECTION "G" SEE SHEET C302.
18. CONSTRUCT STANDARD (RAISED UP) TYPE "A" CURB PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 205 SEE SHEET C311. **CONTRACTOR TO MATCH EXISTING GRADES.**

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	39.27'	25.00'	35.41'	N 76° 41' 25" E	90°00'25"
C2	38.21'	25.00'	34.60'	S 13° 03' 51" E	87°34'33"
C3	94.22'	60.00'	84.83'	S 75° 54' 28" W	89°58'28"
C4	94.27'	60.00'	84.87'	N 14° 05' 32" W	90°01'32"

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NO.	REVISIONS	BY	APPR.	DATE
1	-	-	-	-

DRAWN BY: -
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 07/17/2023
JOB: 220213

Know what's below. Call before you dig.

SINCLAIR AVE. P&P

DRAINAGE IMPROVEMENTS FOR TX-158 AND INTERSECTION OF SINCLAIR AVE. & TX-158

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

PRELIMINARY REVIEW:

THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW J. MELLEN, P.E. #86070 AND MAVERICK ENGINEERING (FIRM # F-14508) ON THE DAY 07/17/2023. FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET C210 OF 30

F:\2022\220213-CITY OF MIDLAND-HWY 158 & I 191 MEDIAN ADDITION\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING & DRAINAGE CONSTRUCTION PLANS\220213 C210 SINCLAIRE P&P.DWG
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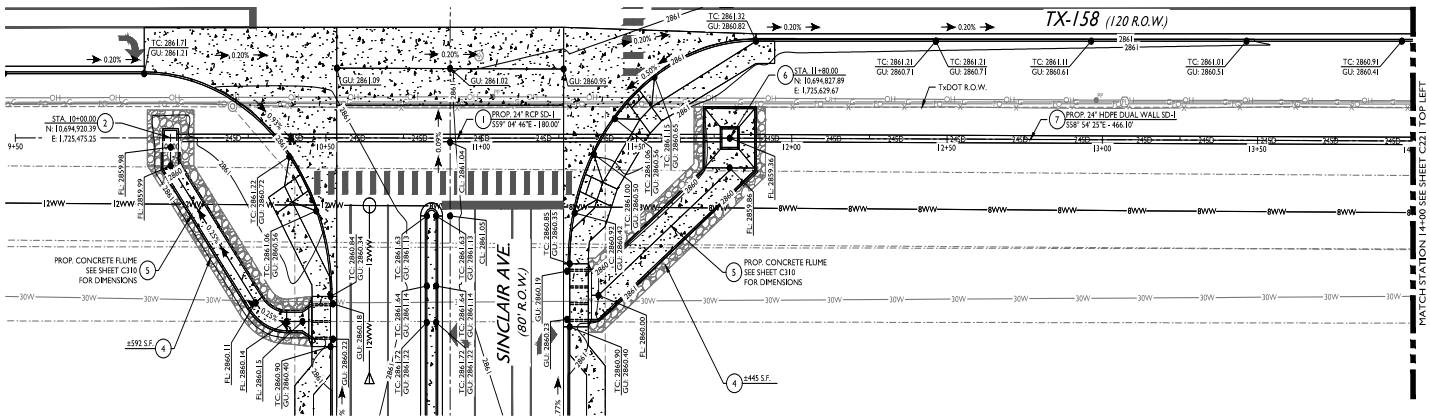
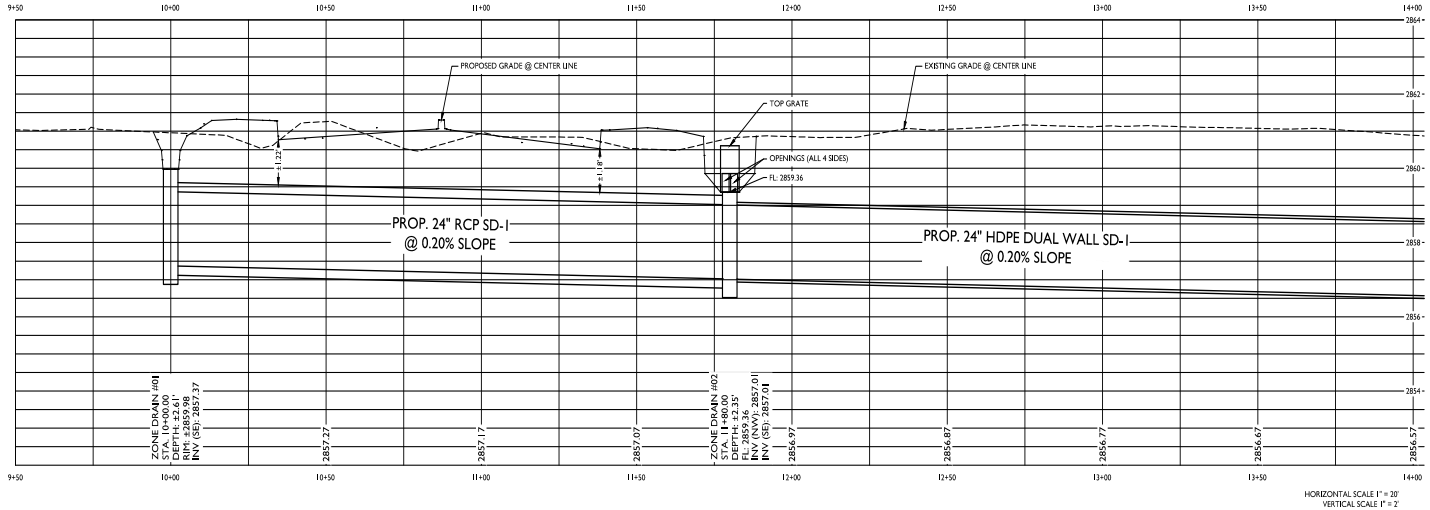
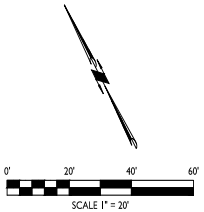
PACKET 13,263 October 10, 2023







LEGEND

	DENOTES BENCHMARK
	DENOTES FOUND 1/2 IN IRON ROD
	DENOTES EXISTING HIGHWAY CONCRETE MONUMENT
	DENOTES EXISTING POWER POLE
	DENOTES EXISTING UTILITY POLE
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	DENOTES EXISTING TELEPHONE PEDESTAL
	DENOTES EXISTING MANHOLE
	DENOTES EXISTING WATER VALVE
	DENOTES EXISTING CABLE BOX
	DENOTES EXISTING CABLE MARKER
	DENOTES EXISTING PROPERTY LINE
	DENOTES EXISTING EASEMENT
-X-	DENOTES EXISTING FENCE
-OH-	DENOTES EXISTING OVERHEAD ELECTRIC LINE
-G-	DENOTES EXISTING ATMOS GAS LINE
-FO-	DENOTES EXISTING UNDERGROUND FIBER OPTIC LINE
-6W-	DENOTES EXISTING 6" WATER MAIN
-16W-	DENOTES EXISTING 16" WATER MAIN
-30W-	DENOTES EXISTING 30" WATER MAIN
-8WW-	DENOTES EXISTING 8" WASTE WATER MAIN
-12WW-	DENOTES EXISTING 12" WASTE WATER MAIN
EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
EX CL	DENOTES EXISTING CENTER LINE GRADE
EX ASP	DENOTES EXISTING ASPHALT GRADE
EX GR	DENOTES EXISTING GRADE
TC	DENOTES TOP OF CURB GRADE
GU	DENOTES GUTTER GRADE
ASP	DENOTES ASPHALT GRADE
CL	DENOTES CENTER LINE GRADE
FL	DENOTES FLOW LINE GRADE

STORM DRAIN CONSTRUCTION NOTES:

TYP. (1) INSTALL 24" DIAMETER STORM DRAIN AS SHOWN. RCP OR APPROVED EQUAL. LENGTH AND SLOPE OF PIPE SEGMENT PER PLANS. STORM LINE BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 310(A) AND 310(B) SEE SHEET C312.

2. INSTALL TxDOT PRECAST AREA ZONE DRAIN PAZD STYLE "FG" WITH TxDOT PRECAST BASE PB SEE SHEET C313.
3. CONSTRUCT CONCRETE HEADWALLS WITH FLARED WINGS FOR 0° SKEW PIPE CULVERTS PER DETAIL No. CH-9V-0 SEE SHEET C314.
4. INSTALL LOOSE RIP-RAP (BULL ROCK) OR APPROVED EQUAL, D_{50} = 8" (IN). AREA OF RIP-RAP PER PLAN. CONTRACTOR TO EXCAVATE 1' MINIMUM. INSTALL "DEWITT PRO 5" WEED BARRIER FABRIC OR APPROVED EQUAL AND BACKFILL WITH SAID RIP-RAP SO THAT TOP OF RIP-RAP IS EVEN WITH PROPOSED GRADE.
5. CONSTRUCT CONCRETE DRAINAGE FLUMES PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 403(A) AND 403(B).
6. INSTALL TxDOT PRECAST AREA ZONE DRAIN PAZD-CZ STYLE "FG" SIZE 5'x5' SEE SHEET C315 WITH TxDOT PRECAST BASE PB SEE SHEET C313.
7. INSTALL 24" DIAMETER STORM DRAIN AS SHOWN. HDPE ADSTM-I2WT OR APPROVED EQUAL. LENGTH AND SLOPE OF PIPE SEGMENT PER PLANS. STORM LINE BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 310(A) AND 310(B) SEE SHEET C312.

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DRAWN BY: -
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 07/17/2023
JOB: 220213

Know what's below. Call before you dig.

SD-1 P&P

DRAINAGE IMPROVEMENTS FOR TX-158 AND INTERSECTION OF SINCLAIR AVE. & TX-158

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

PRELIMINARY REVIEW:

THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW J. MELLEN, P.E. #85007 AND MAVERICK ENGINEERING (FIRM # F-14589) ON THIS DAY 07/17/2023. FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET C220 OF 30

F:\2022\220213-CITY OF MIDLAND-HWY 158 & I 191 MEDIAN ADDITION\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING & DRAINAGE CONSTRUCTION PLANS\220213 C220 SD-1 P&P.DWG
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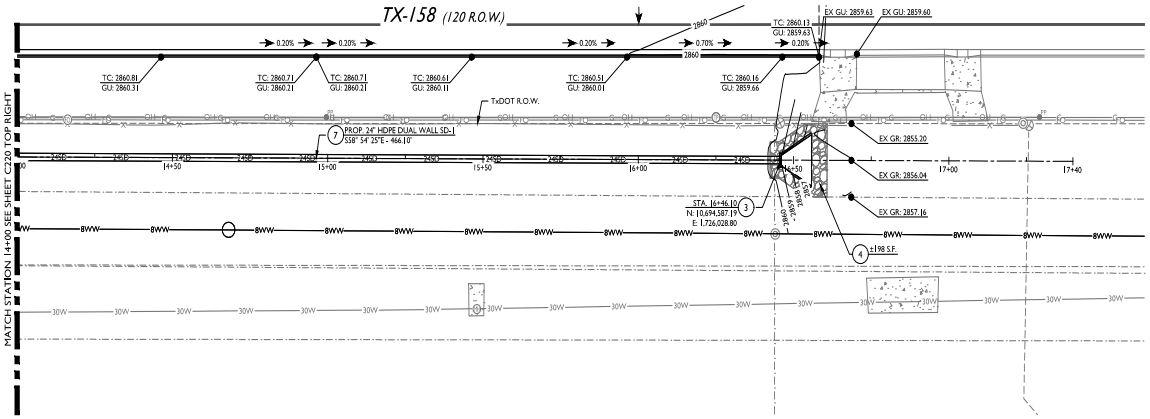

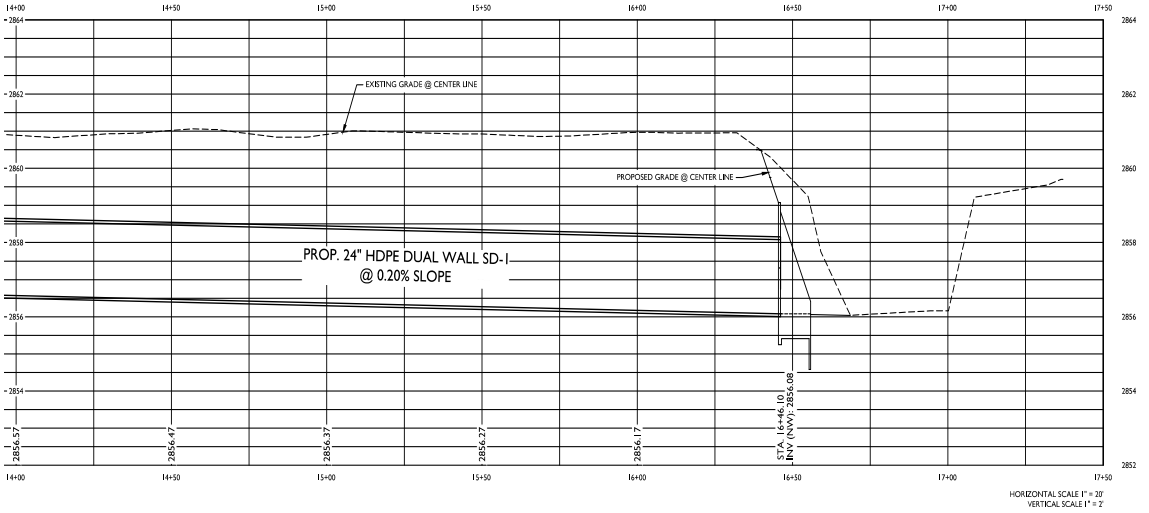

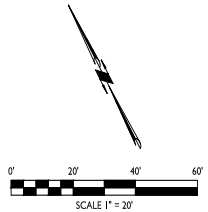

LEGEND

	DENOTES BENCHMARK
	DENOTES FOUND 1/2 IN IRON ROD
	DENOTES EXISTING HIGHWAY CONCRETE MONUMENT
	DENOTES EXISTING POWER POLE
	DENOTES EXISTING UTILITY POLE
	DENOTES EXISTING ROAD SIGN
	DENOTES EXISTING STOP SIGN
	DENOTES EXISTING ATMOS MARKER
	DENOTES EXISTING FIBER OPTIC MARKER
	DENOTES EXISTING TELEPHONE PEDESTAL
	DENOTES EXISTING MANHOLE
	DENOTES EXISTING WATER VALVE
	DENOTES EXISTING CABLE BOX
	DENOTES EXISTING CABLE MARKER
	DENOTES EXISTING PROPERTY LINE
	DENOTES EXISTING EASEMENT
—X—	DENOTES EXISTING FENCE
—OH—	DENOTES EXISTING OVERHEAD ELECTRIC LINE
—G—	DENOTES EXISTING ATMOS GAS LINE
—FO—	DENOTES EXISTING UNDERGROUND FIBER OPTIC LINE
—6W—	DENOTES EXISTING 6" WATER MAIN
—16W—	DENOTES EXISTING 16" WATER MAIN
—30W—	DENOTES EXISTING 30" WATER MAIN
—8WW—	DENOTES EXISTING 8" WASTE WATER MAIN
—12WW—	DENOTES EXISTING 12" WASTE WATER MAIN
EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
EX CL	DENOTES EXISTING CENTER LINE GRADE
EX ASP	DENOTES EXISTING ASPHALT GRADE
EX GR	DENOTES EXISTING GRADE
TC	DENOTES TOP OF CURB GRADE
GU	DENOTES GUTTER GRADE
ASP	DENOTES ASPHALT GRADE
CL	DENOTES CENTER LINE GRADE
FL	DENOTES FLOW LINE GRADE

STORM DRAIN CONSTRUCTION NOTES:

TYP. (1) INSTALL 24" DIAMETER STORM DRAIN AS SHOWN. RCP OR APPROVED EQUAL. LENGTH AND SLOPE OF PIPE SEGMENT PER PLANS. STORM LINE BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 310(A) AND 310(B) SEE SHEET C312.

2. INSTALL TxDOT PRECAST AREA ZONE DRAIN PAZD STYLE "FG" WITH TxDOT PRECAST BASE PB SEE SHEET C313.
3. CONSTRUCT CONCRETE HEADWALLS WITH FLARED WINGS FOR 0° SKEW PIPE CULVERTS PER DETAIL No. CH-HW-0 SEE SHEET C314.
4. INSTALL LOOSE RIP-RAP (BULL ROCK) OR APPROVED EQUAL, D_{50} = 8" (IN). AREA OF RIP-RAP PER PLAN. CONTRACTOR TO EXCAVATE 1' MINIMUM. INSTALL "DEWITT PRO 5" WEED BARRIER FABRIC OR APPROVED EQUAL AND BACKFILL WITH SAID RIP-RAP SO THAT TOP OF RIP-RAP IS EVEN WITH PROPOSED GRADE.
5. CONSTRUCT CONCRETE DRAINAGE FLUMES PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 403(A) AND 403(B).
6. INSTALL TxDOT PRECAST AREA ZONE DRAIN PAZD-CZ STYLE "FG" SIZE 5'x5' SEE SHEET C315 WITH TxDOT PRECAST BASE PB SEE SHEET C313.
7. INSTALL 24" DIAMETER STORM DRAIN AS SHOWN. HDPE ADSTM-N-12WT OR APPROVED EQUAL. LENGTH AND SLOPE OF PIPE SEGMENT PER PLANS. STORM LINE BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 310(A) AND 310(B) SEE SHEET C312.

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DRAWN BY: -
CHECKED BY: ALH
APPROVED BY: ALH
DATE: 07/17/2023
JOB: 220213

Know what's below. Call before you dig.

SD-1 P&P

DRAINAGE IMPROVEMENTS FOR TX-158 AND INTERSECTION OF SINCLAIR AVE. & TX-158

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

PRELIMINARY REVIEW:

THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW J. MELLEN, P.E. #85037 AND MAVERICK ENGINEERING (FIRM # F-14089) ON THIS DAY 07/17/2023. FOR THE PURPOSE OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET C221 OF 30

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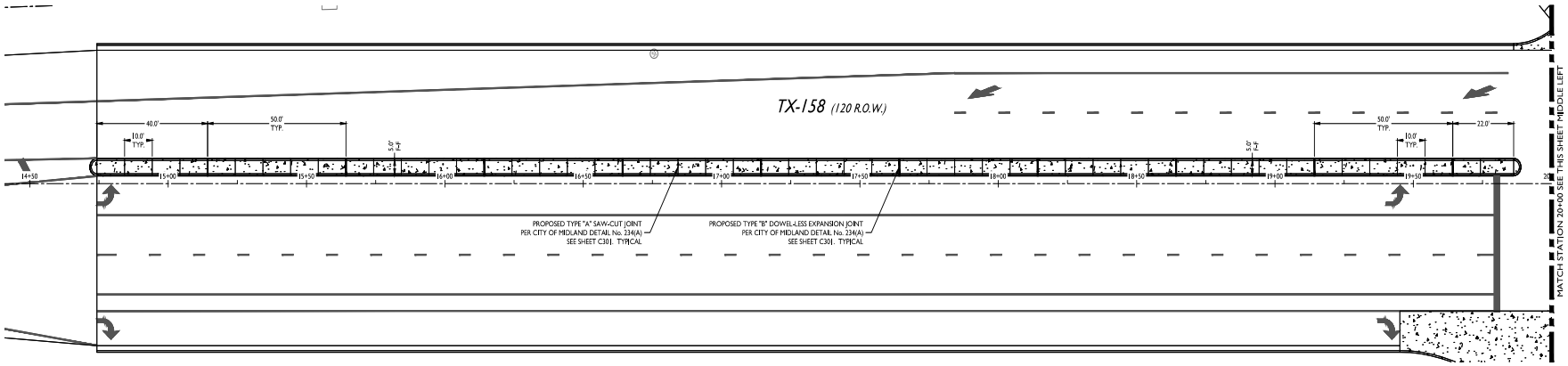

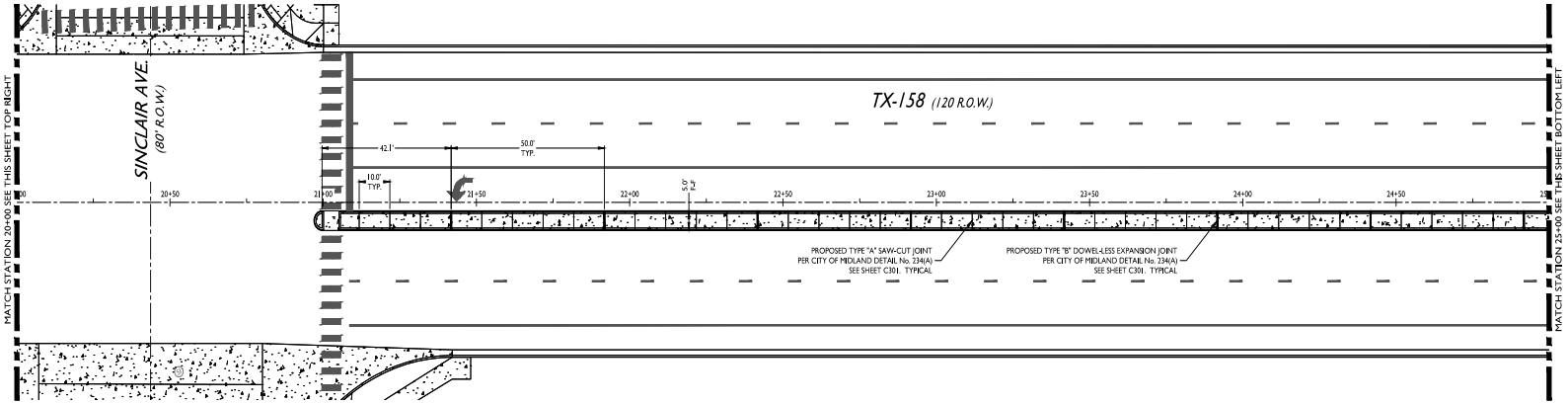

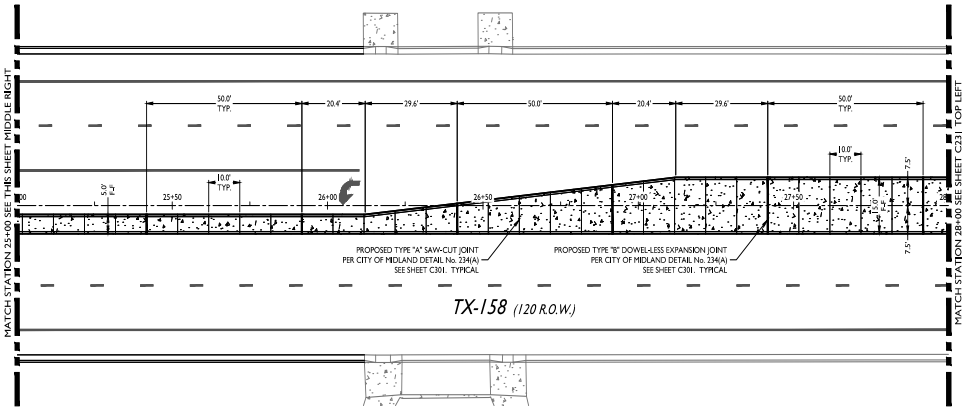

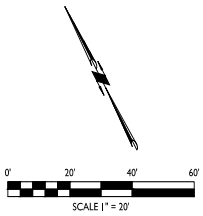

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BY	APPR.	DATE

REVISIONS

DRAWN BY: -
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 07/17/2023
JOB: 220213

811 Know what's below. Call before you dig.

TX-158 MEDIAN JOINTING PLAN

DRAINAGE IMPROVEMENTS FOR TX-158 AND INTERSECTION OF SINCLAIR AVE. & TX-158

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

PRELIMINARY REVIEW:

THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW J. MELLEN, P.E. #86073 AND MAVERICK ENGINEERING (FIRM # F-14088) ON THIS DAY 07/17/2023. FOR THE PURPOSE OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET C230 OF 30

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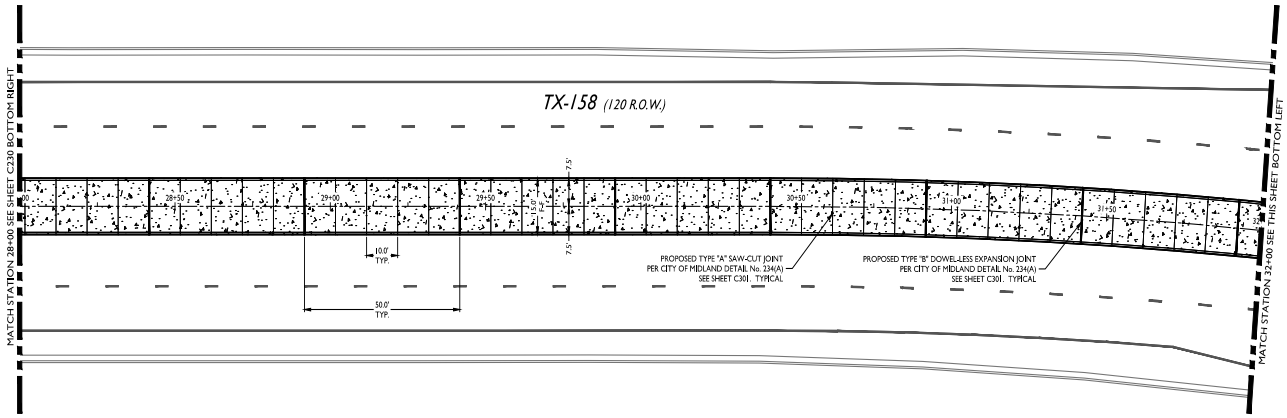

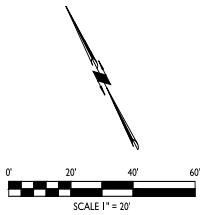

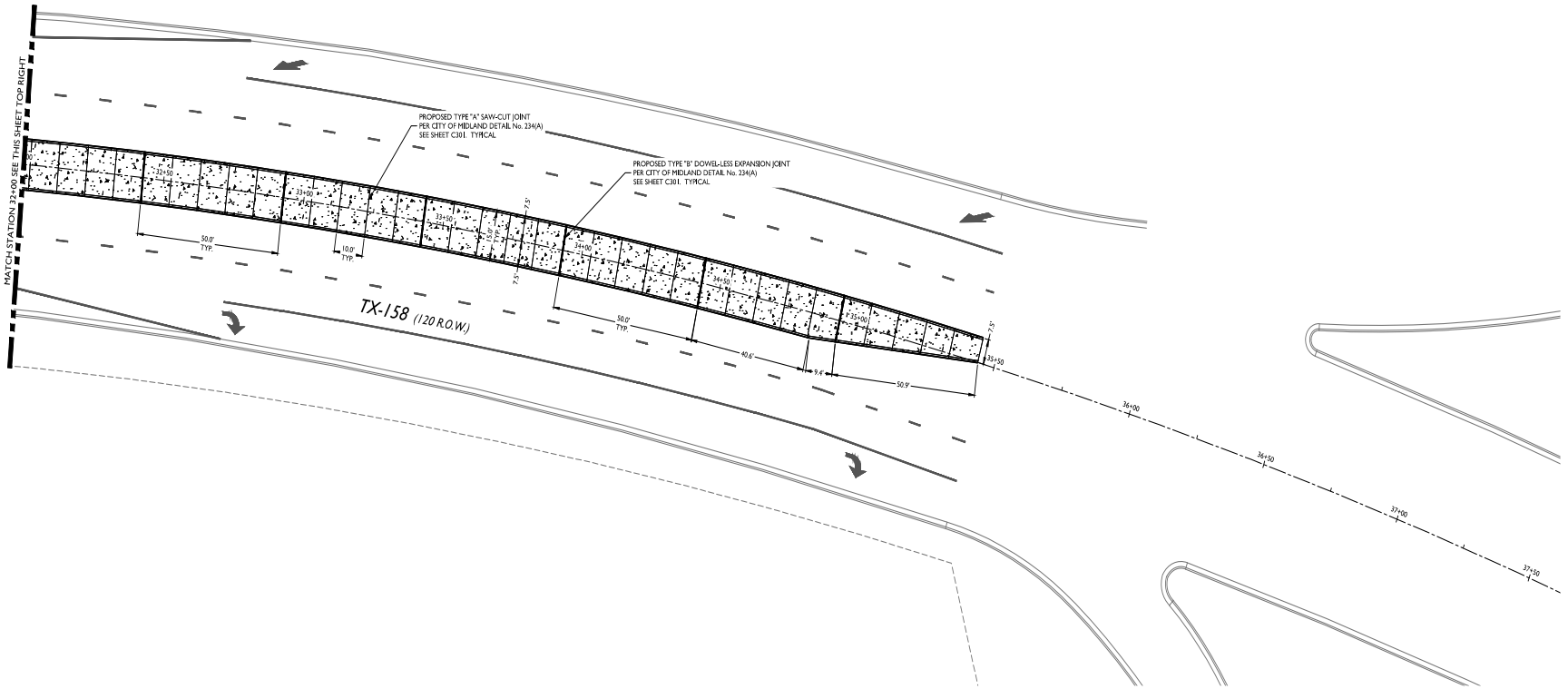

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BY	APPR.	DATE

REVISIONS

DRAWN BY: -
CHECKED BY: ALH
APPROVED BY: ALH
DATE: 07/17/2023
JOB: 220213

Know what's below. Call before you dig.

TX-158 MEDIAN JOINTING PLAN

DRAINAGE IMPROVEMENTS FOR TX-158 AND INTERSECTION OF SINCLAIR AVE. & TX-158

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

PRELIMINARY REVIEW:

THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW J. MELLEN, P.E. #86031 AND MAVERICK ENGINEERING (FIRM # F-14088) ON THIS DAY 07/17/2023. FOR THE PURPOSE OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET C231 OF 30

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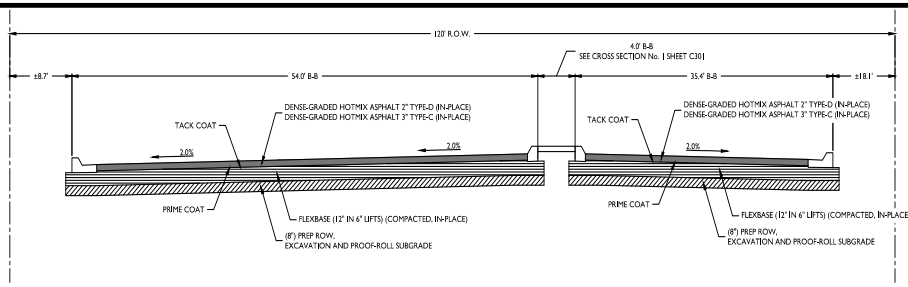
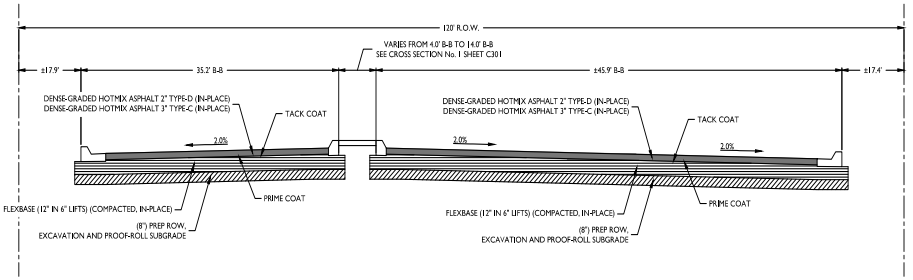


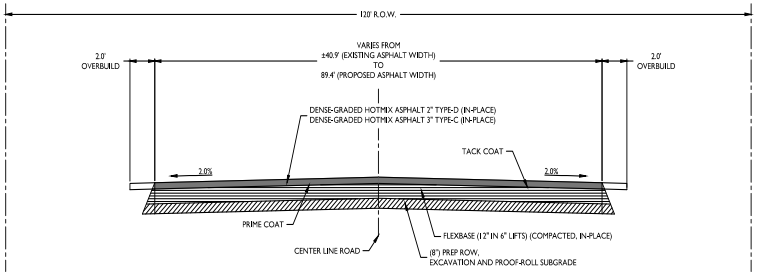
A **TX-158 CROSS SECTION A** — NOT TO SCALE

FROM STA. 14+74.23 TO STA. 19+86.23



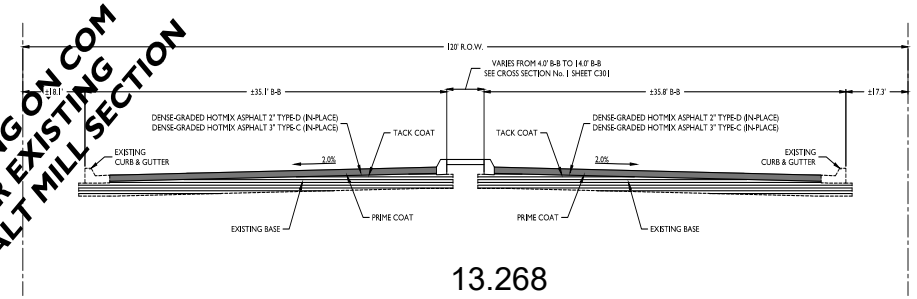
B **TX-158 CROSS SECTION B** — NOT TO SCALE

FROM STA. 21+00.11 TO STA. 26+11.79



C **TX-158 CROSS SECTION C** — NOT TO SCALE

FROM STA. 10+50.00 TO STA. 14+74.23



WAITING ON COM FOR EXISTING ASPHALT MILL SECTION

D **TX-158 CROSS SECTION D** — NOT TO SCALE

FROM STA. 21+00.11 TO STA. 26+11.79

P:\2022\220213-CITY OF MIDLAND-HWY 158 & 191 MEDIAN ADDITION\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING & DRAINAGE CONSTRUCTION PLANS\220213 C300 PAVING SECTIONS.DWG

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DRAWN BY: -
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APPROVED BY: ALH
DATE: 07/17/2023
JOB: 220213

Know what's below. Call before you dig.

PAVING SECTIONS

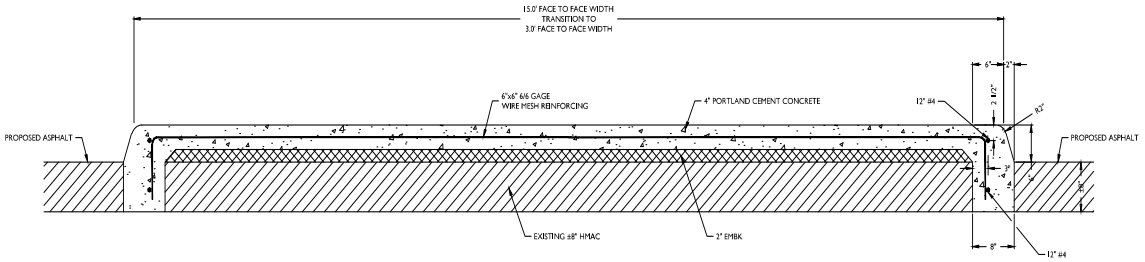
DRAINAGE IMPROVEMENTS FOR TX-158 AND INTERSECTION OF SINCLAIR AVE. & TX-158

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

PRELIMINARY REVIEW:

THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW J. MELLEN, P.E. #86073 AND MAVERICK ENGINEERING (FIRM # F-14089) ON THIS DAY 07/17/2023, FOR THE PURPOSE OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET **C300** OF 30



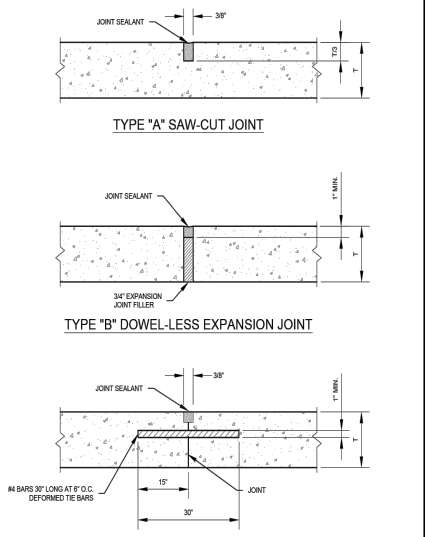
NOTES:

- WHERE NOT SPECIFIED ELSEWHERE, CONCRETE IS TO HAVE THE FOLLOWING PROPERTIES:
  - 3,600 PSI COMPRESSIVE STRENGTH @ 28 DAYS.
  - COARSE AGGREGATE IS TO BE ASTM C33, GRADE NO. 67 COMPLIANT.
  - CEMENT IS TO BE ASTM C150 TYPE I OR II COMPLIANT.
- REINFORCE WITH #4 BARS @ 18" O.C.E.W.
- CONCRETE IS TO BE PLACED IN ACCORDANCE WITH TXDOT ITEM 421.

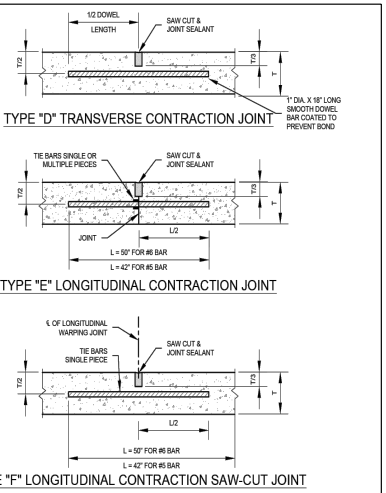
(E) TX -158 MEDIAN CROSS SECTION E

FROM STA. 26+11.79 TO STA. 35+44.08

NOT TO SCALE



DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	TYPICAL CONCRETE JOINTS		234(A)



NOTES:

1. JOINTING , DOWEL, AND TIE BAR DESIGN REQUIREMENTS ARE SUBJECT TO CHANGE FOR ARTERIAL OR HIGHER CLASSIFICATION ROADS IF DEEMED NECESSARY BY THE CITY ENGINEER.
2. TYPICAL CONCRETE PAVEMENT JOINT SPACING IS TO BE NO LESS THAN 10' X 10' AND NO MORE THAT 15' X 15'.
3. DOWELS ARE TO BE SPACED AT 12" INTERVALS WITH MINIMUM 18" SEPARATION FROM PARALLEL JOINTS OR EDGES OF PAVEMENT.
4. TIE BARS ARE TO BE SET AT 24" INTERVALS WITH MINIMUM 18" SEPARATION FROM PARALLEL JOINTS OR EDGES OF PAVEMENT.
5. ALL JOINT SEALANT TO BE TxDOT DMS-6310 SL-2 OR APPROVED EQUAL.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	TYPICAL CONCRETE JOINTS		234(B)

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BY	APPR.	DATE

REVISIONS

DRAWN BY:	CHECKED BY: ALM	APPROVED BY: ALM	DATE: 07/17/2023	Job: 220213

811 Know what's below. Call before you dig.

PAVING SECTIONS

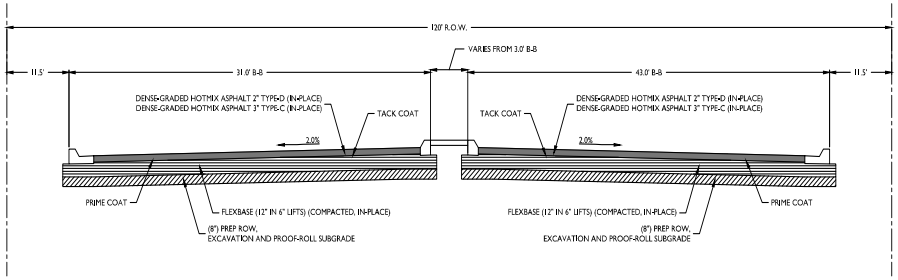
DRAINAGE IMPROVEMENTS FOR TX-158 AND INTERSECTION OF SINCLAIR AVE. & TX-158

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

PRELIMINARY REVIEW:

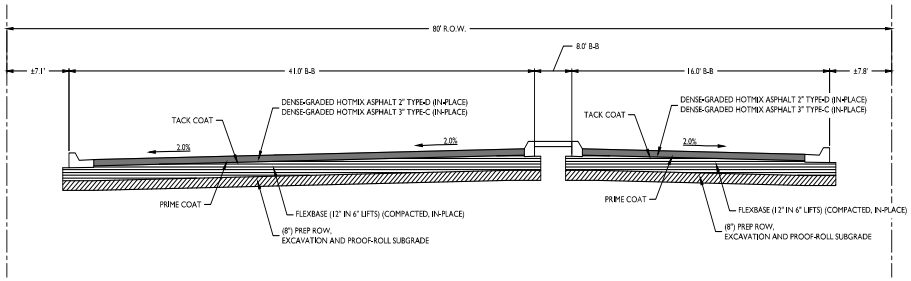
THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW J. MELLEN, P.E. #106073 AND MAVERICK ENGINEERING (FIRM # F-14589) ON THIS DAY 07/17/2023. FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET C301 OF 30



F **SINCLAIR AVE. CROSS SECTION F** **NOT TO SCALE**

FROM STA. 13+52.97 TO STA. 13+76.18



G **SINCLAIR AVE. CROSS SECTION G** **NOT TO SCALE**

FROM STA. 15+21.87 TO STA. 16+47.36

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ENGINEERING FIRM #: F-14089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

BY	APPR.	DATE

REVISIONS

DRAWN BY:	CHECKED BY:	APPROVED BY:	DATE:	Job:
-	ALM	ALM	07/17/2023	220213

811 Know what's below. Call before you dig.

PAVING SECTIONS

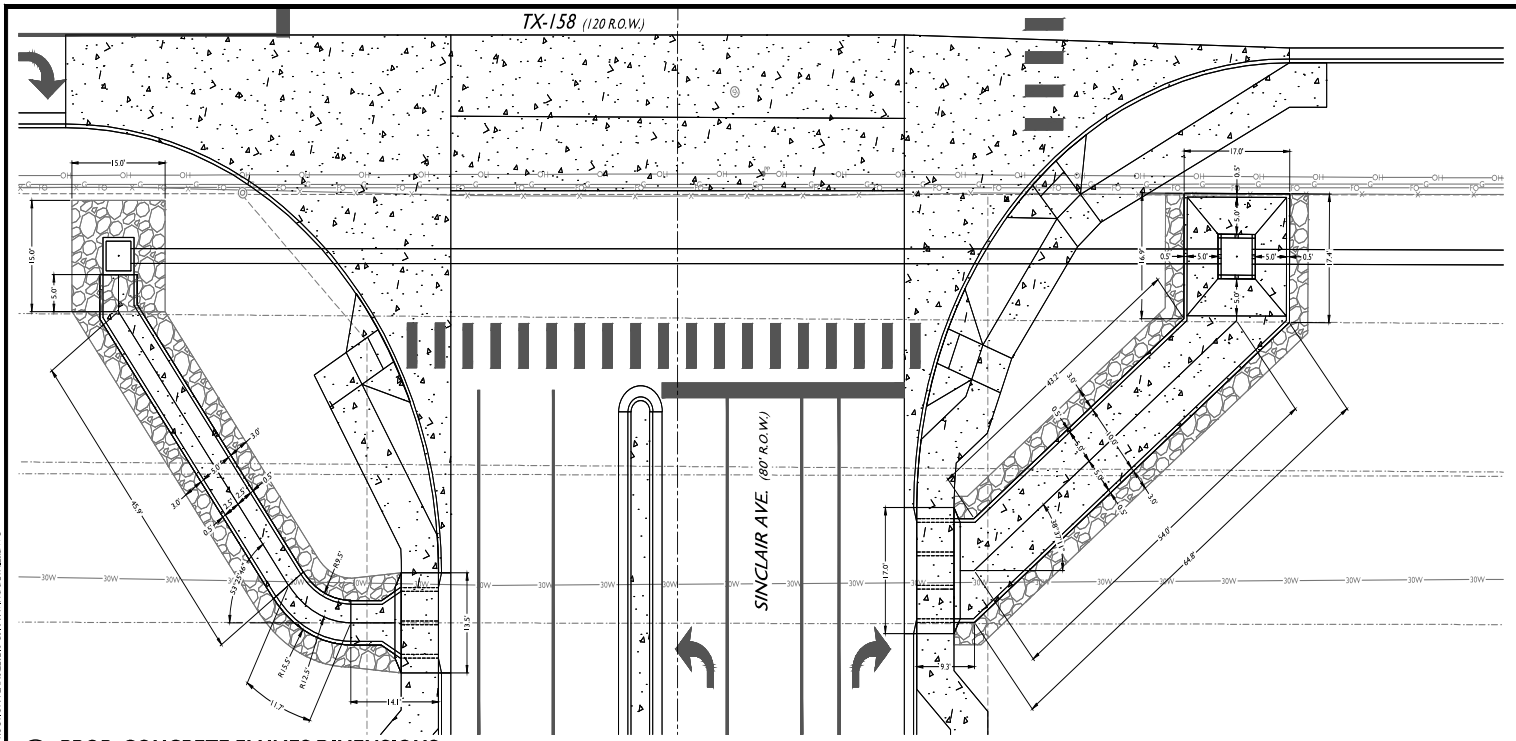
DRAINAGE IMPROVEMENTS FOR TX-158 AND INTERSECTION OF SINCLAIR AVE. & TX-158

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

PRELIMINARY REVIEW:

THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW L MILLEN, P.E. #106573 AND MAVERICK ENGINEERING (FIRM # F-14089) ON THIS DAY 07/17/2023, FOR THE PURPOSE OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET **C302** OF 30



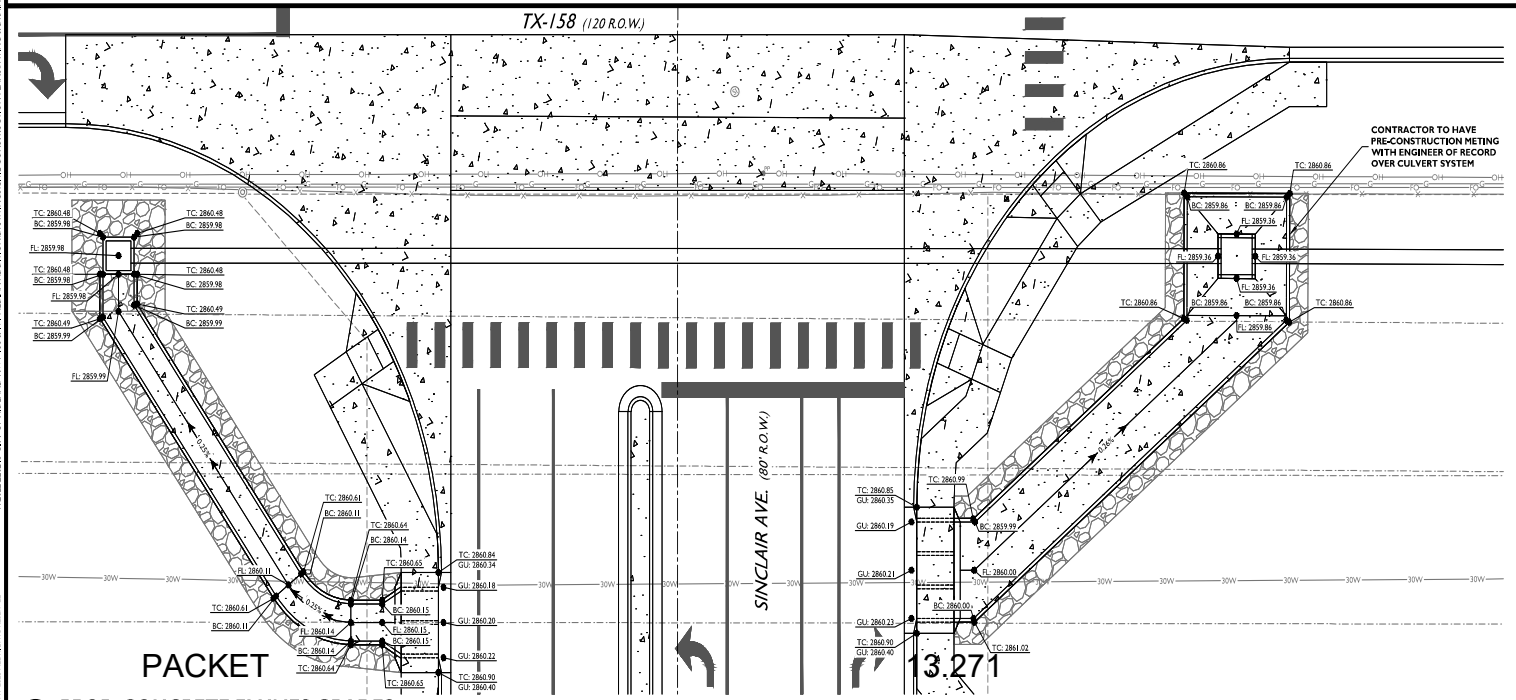
1 **PROP. CONCRETE FLUMES DIMENSIONS**

0' 10' 20' 30'

SCALE 1" = 10'

LEGEND

TC	DENOTES TOP OF CURB GRADE
GU	DENOTES GUTTER GRADE
BC	DENOTES BOTTOM OF CURB GRADE
FL	DENOTES FLOW LINE GRADE


TX-158 (120 R.O.W.)
SINCLAIR AVE. (80' R.O.W.)
CONTRACTOR TO HAVE PRE-CONSTRUCTION METING WITH ENGINEER OF RECORD OVER CULVERT SYSTEM
TC: 2860.48
BC: 2859.98
FL: 2859.98
TC: 2860.48
BC: 2859.98
FL: 2859.98
TC: 2860.49
BC: 2859.99
FL: 2859.99
TC: 2860.48
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BC: 2859.99
TC: 2860.86
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FL: 2860.14
TC: 2860.64
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TC: 2860.65
BC: 2860.15
FL: 2860.15
BC: 2860.15
BC: 2860.14
TC: 2860.64
TC: 2860.65
TC: 2860.84
GU: 2860.34
GU: 2860.18
GU: 2860.20
GU: 2860.22
TC: 2860.90
GU: 2860.40
TC: 2860.85
GU: 2860.35
GU: 2860.19
GU: 2860.21
GU: 2860.23
TC: 2860.90
GU: 2860.40
TC: 2860.99
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FL: 2860.00
BC: 2860.00
TC: 2861.02
0.35%
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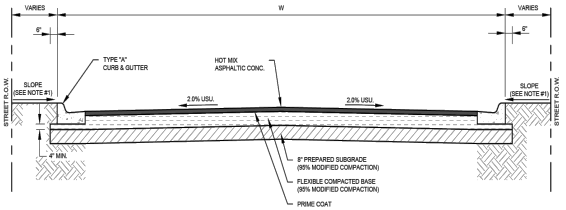


STREET DIMENSIONS			
W (FT)	ASPHALT THICKNESS (IN)	FLEXIBLE COMPACTED BASE THICKNESS (IN)	ASPHALT TYPE
*37	2D	8	TYPE "D"
*41	2D	8	
47	2D & 2C	8	
77	2D & 2C	12	TYPE "D" OVER TYPE "C"
79	2D & 2C	12	
113	2D & 2C	12	

TABLE THICKNESSES SHOWN ARE THE MINIMUM UNLESS OTHERWISE DIRECTED BY THE PLANS.

* REGARDLESS OF WIDTH, ROADS CLASSIFIED AS COLLECTOR ROADS MUST HAVE 2" TYPE "D" OVER 2" TYPE "C" ASPHALT WITH 8" BASE AND ROADS CLASSIFIED AS ARTERIAL ROADS MUST HAVE 2" TYPE "D" OVER 3" TYPE "C" ASPHALT WITH 12" BASE.

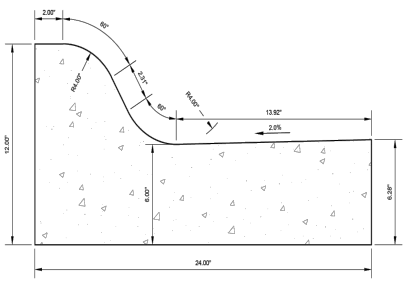
NOTES:

1. THE MAXIMUM SLOPE OF 1/4" / FT TO BE MEASURED FROM THE TOP OF CURB AND TO APPLY TO THE FULL WIDTH OF THE AREA BETWEEN THE BACK OF CURB AND THE R.O.W.
2. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
3. WHEN MULTIPLE LAYERS OF ASPHALT ARE PLACED A TACK COAT MUST BE PLACED BETWEEN EACH PAIR OF ASPHALT LAYERS.
4. APPLY TACK COAT TO ALL CONCRETE SURFACES ADJACENT TO ASPHALT SURFACES AND TO ALL EXISTING ASPHALT SURFACES ADJACENT TO NEW ASPHALT SURFACES.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: | DETAIL:

STANDARD STREET CROWN CROSS SECTION

201



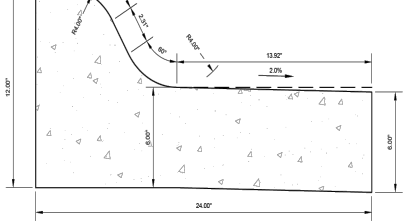
NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL:

TYPE A STANDARD CURB AND GUTTER

205



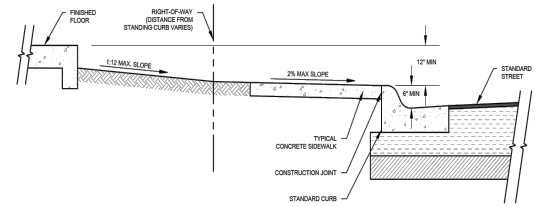
NOTES:

1. CONCRETE WILL BE THE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL:

TYPE C INVERT CURB AND GUTTER

207



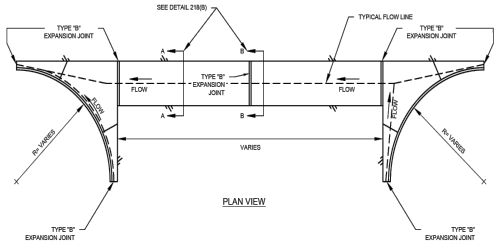
NOTES:

1. THE FINISHED FLOOR ELEVATION OF ANY BUILDING TO BE MINIMUM 12" ABOVE TOP OF CURB.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL:

TYPICAL CURB, SIDEWALK, AND LOT CONFIGURATION

216



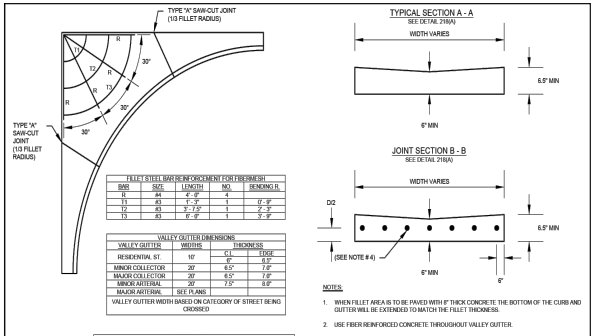
NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. CONCRETE FILLET AREA TO BE PLACED WITH INTEGRAL CURB.
3. SEAL ALL CONCRETE JOINTS.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL:

FILLET AND VALLEY GUTTER

218(A)



FILLET STEEL BAR REINFORCEMENT FOR FILLET				
BAR	SIZE	LENGTH	NO.	BENDING R.
R	#4	4'-8"	4	
T1	#3	1'-7"	1	0'-9"
T2	#3	3'-7.5"	1	2'-3"
T3	#3	6'-8"	1	5'-4"

VALLEY GUTTER DIMENSIONS			
VALLEY GUTTER	WIDTHS	THICKNESS	
		C.L.	EDGE
RESIDENTIAL ST.	16'	6.5"	6.5"
MINOR COLLECTOR	20'	6.5"	7.5"
MAJOR COLLECTOR	24'	6.5"	7.5"
MINOR ARTERIAL	20'	7.5"	8.5"
MAJOR ARTERIAL	SEE PLANS		
VALLEY GUTTER WIDTH BASED ON CATEGORY OF STREET BEING CROSSED			

FILLET DIMENSIONS				
BACK OF CURB	FILLET AREAS (SF)			CURB LENGTH
RADIUS	COMPUTING R.	AREA S.F.	AREA S.Y.	L.F.
8	10	21.46	2.38	12.56
12	14	42.06	4.67	18.85
13	15	50.01	5.89	20.16
16	20	85.84	9.54	25.27
20	22	103.06	11.54	31.42
25	27	156.44	17.38	39.27
30	32	219.75	24.42	47.12
35	37	293.79	32.64	54.98
40	42	378.56	42.06	62.83
45	47	474.06	52.67	70.69
50	52	580.28	64.48	78.54

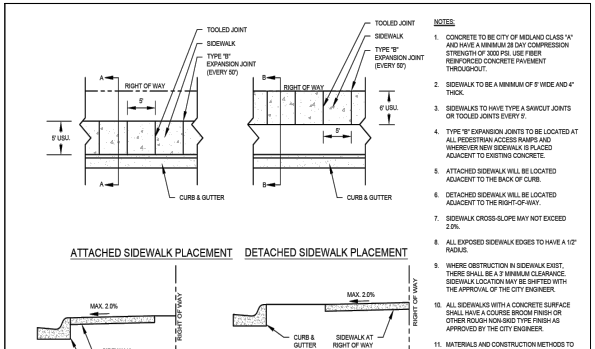
NOTES:

1. WHEN FILLET AREA IS TO BE PAVED WITH 8" THICK CONCRETE THE BOTTOM OF THE CURB AND GUTTER WILL BE EXTENDED TO MATCH THE FILLET THICKNESS.
2. USE FIBER REINFORCED CONCRETE THROUGHOUT VALLEY GUTTER.
3. STEEL BAR REINFORCEMENT TO BE USED IN FILLET, BUT NOT IN VALLEY GUTTER. STEEL BAR REINFORCEMENT TO BE PLACED AT THE BOTTOM 1/3 POINT OF SLAB CONCRETE ON GRADE AND TO HAVE A MINIMUM COVER OF 2" WHEN USED.
4. UTILIZE SMOOTH DOWEL RODS CENTERED ON THE VALLEY GUTTER JOINT, EVENLY SPACED AT 12" INTERVALS FOR THE FULL WIDTH OF THE VALLEY GUTTER.
5. SEAL ALL CONCRETE JOINTS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL:

FILLET AND VALLEY GUTTER

218(B)



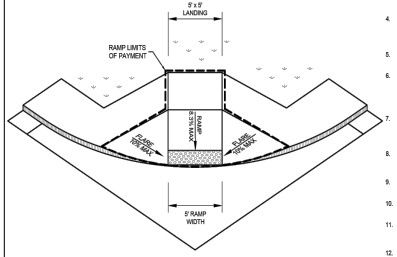
NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" AND HAVE A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SIDEWALK TO BE A MINIMUM OF 5' WIDE AND 4" THICK.
3. SIDEWALKS TO HAVE TYPE A SAWCUT JOINTS OR TOOLED JOINTS EVERY 5'.
4. TYPE "B" EXPANSION JOINTS TO BE LOCATED AT ALL PEDESTRIAN ACCESS RAMPS AND WHEREVER NEW SIDEWALK IS PLACED ADJACENT TO EXISTING CONCRETE.
5. ATTACHED SIDEWALK WILL BE LOCATED ADJACENT TO THE BACK OF CURB.
6. DETACHED SIDEWALK WILL BE LOCATED ADJACENT TO THE RIGHT-OF-WAY.
7. SIDEWALK CROSS-SLOPE MAY NOT EXCEED 2.0%.
8. ALL EXPOSED SIDEWALK EDGES TO HAVE A 1/2" RADIUS.
9. WHERE OBSTRUCTION IN SIDEWALK EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE. SIDEWALK LOCATION MAY BE SHIFTED WITH THE APPROVAL OF THE CITY ENGINEER.
10. ALL SIDEWALKS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE CITY ENGINEER.
11. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
12. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.
13. SIDEWALKS IN DOWNTOWN PER CENTRAL BUSINESS DISTRICT POLICY.

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL:

STANDARD SIDEWALK

225



TYPE 8
DIAGONAL CURB RAMP

CURB RAMP NOTES:

1. ADJUST CURB RAMP LOCATION AND OR TYPE SO THAT NO OBSTRUCTION IS LOCATED WITHIN THE LANDING AREA.
2. ALL SLOPES ARE MAXIMUM ALLOWABLE. THE LEAST POSSIBLE SLOPE THAT WILL STILL DRAIN PROPERLY SHOULD BE USED.
3. LANDINGS SHALL BE 5'X 5' MINIMUM WITH A MAXIMUM 2% SLOPE IN ANY DIRECTION. WHERE OBSTRUCTIONS EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE IN WIDTH AND LENGTH OF THE LANDING.
4. MANEUVERING SPACE AT THE BOTTOM OF CURB RAMPS SHALL BE A MINIMUM OF 4'X4' WHOLLY CONTAINED WITHIN THE CROSSWALK AND TO THE ENTIRE OUTSIDE OF THE PARALLEL VEHICULAR TRAVEL PATH.
5. MAXIMUM ALLOWABLE CROSS SLOPE ON SIDEWALK AND CURB RAMP SURFACES IS 2%.
6. CURB RAMPS WITH RETURNED CURBS MAY BE USED ONLY WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP, EITHER BECAUSE THE ADJACENT SURFACE IS PLANTING OR OTHER NON-WALKING SURFACE OR BECAUSE THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED. OTHERWISE, PROVIDE FLARED SIDES.
7. ADDITIONAL INFORMATION ON CURB RAMP LOCATION, DESIGN, LIGHT REFLECTIVE VALUE AND TEXTURE MAY BE FOUND IN THE CURRENT EDITION OF THE TEXAS ACCESSIBILITY STANDARDS (TAS) AND 16 TAC 68.102.
8. AT INTERSECTIONS WHERE CROSSWALK MARKINGS ARE NOT REQUIRED, CURB RAMPS SHALL BE ALIGNED WITH THEORETICAL CROSSWALKS,OR AS DIRECTED BY THE ENGINEER.
9. PROVIDE A SMOOTH TRANSITION WHERE THE CURB RAMPS CONNECT TO THE STREET.
10. FLARE SLOPE SHALL NOT EXCEED 10% MEASURED ALONG CURB LINE.
11. ALL RAMPS AND LANDINGS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE ENGINEER.
12. PLACE 6" OF CONCRETE IN RAMPS, LANDINGS, AND FLARES THAT ARE LOCATED AT THE RETURNS ADJACENT TO THE BACK OF CURB OF ARTERIAL STREETS AND COMMERCIAL SITES.

GENERAL NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL:

DIAGONAL CURB RAMP

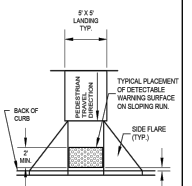
226

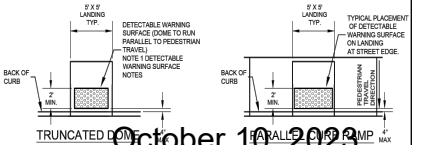
DETECTABLE WARNING SURFACE NOTES:

1. DETECTABLE WARNING SURFACE SUCH AS ARMOR-TILE ADA SOUND AMPLIFYING DETECTABLE/TACTILE WARNING SURFACE TILE OR EQUAL AND APPROVED BY THE ENGINEER AS MEETING ALL REQUIREMENTS OF ASTM C-9391, C-33.
2. CURB RAMPS MUST CONTAIN A DETECTABLE WARNING SURFACE THAT CONSISTS OF RAISED TRUNCATED DOMES COMPLYING WITH SECTION 7.03 DETACHABLE WARNINGS OF THE TEXAS ACCESSIBILITY STANDARDS (TAS). THE SURFACE MUST CONTRAST VISUALLY WITH ADJOINING SURFACES, INCLUDING SIDE FLARES. FURNISH DARK BROWN OR DARK RED DETECTABLE WARNING SURFACE ADJACENT TO UNCOLORED CONCRETE,UNLESS SPECIFIED ELSEWHERE IN THE PLANS.
3. DETECTABLE WARNING SURFACES MUST BE SLIP RESISTANT AND NOT ALLOW WATER TO ACCUMULATE.
4. ALIGN TRUNCATED DOMES IN THE DIRECTION OF PEDESTRIAN TRAVEL WHEN ENTERING THE STREET.
5. SHADED AREAS INDICATE THE APPROXIMATE LOCATION FOR THE DETECTABLE WARNING SURFACE FOR EACH CURB RAMP TYPE.
6. DETECTABLE WARNING SURFACES SHALL BE A MINIMUM OF 24" IN DEPTH IN THE DIRECTION OF PEDESTRIAN TRAVEL.
7. DETECTABLE WARNING SURFACES SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE IS A MINIMUM OF 6" AND A MAXIMUM OF 10" FROM THE EXTENSION OF THE FACE OF CURB. DETECTABLE WARNING SURFACES MAY BE CURVED ALONG THE CORNER RADIUS.
8. SINGLE TILE PLATES COLONIAL RED COLOR.

GENERAL NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.





MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL:

DETECTABLE WARNING SURFACE

233

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 W. Wall St., Ste. "K" Midland, TX 79701
ENGINEERING FIRM #: F-14809
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

REVISIONS	BY	APPR.	DATE
Δ	.	.	.

DRAWN BY: . CHECKED BY: ALM APPROVED BY: ALM DATE: 07/17/2023 JOB: 220213

Know what's below. Call before you dig.

PAVING DETAILS

DRAINAGE IMPROVEMENTS FOR TX-158 AND INTERSECTION OF SINCLAIR AVE. & TX-158

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

PRELIMINARY REVIEW:

THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW J. MELLEN, PE #104070 AND MAVERICK ENGINEERING (FIRM # F-14809) ON THIS DATE: 07/17/2023. FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET C311 OF 30

P:\2022\220213-CITY OF MIDLAND-HWY 158 & I-20 FRONTAGE ADDITION\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING & DRAINAGE CONSTRUCTION PLANS\220213 C311 PAVING DETAILS.DWG

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PACKET 13.272 October 10, 2023

SECTION A-A
N.T.S.

NOTES:

1. NO HEADER WILL BE USED IF ROAD ENDS AT INTERSECTION. INSTEAD EXTEND BASE AND SURFACE 4' BEYOND END OF CURB.
2. WARP GUTTER SO THAT IT SLOPES TOWARDS THE VALLEY GUTTER.
3. FLOW PATH LINES
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
MIDLAND Engineering Services	TYPICAL LOCAL /COLLECTOR CROWN TRANSITION		235

TRENCH BACKFILL NOTES:

1. APPLIES TO ALL PIPE TYPES. (DUCTILE IRON, PVC, ETC.)
2. UTILIZE SELECT FILL BACKFILL BENEATH ALL PAVED SURFACES. NATIVE MATERIAL BACKFILL CAN ONLY BE USER FOR UNPAVED TRENCH CONDITIONS IF BACKFILL MATERIAL IS ≤ 30LL AND ≤ 10 PI.
3. NATIVE MATERIAL TO BE EXISTING EXCAVATED SOIL FROM TRENCH WITH ALL MATERIAL BROKEN DOWN ≤ 2".
4. MOISTURE CONDITION ALL BACKFILL MATERIAL PRIOR TO PLACING IN TRENCH.
5. PLACE TRENCH BACKFILL MATERIAL IN MAXIMUM 12" LOOSE LIFTS AND COMPACT TO MAXIMUM 8" COMPACTED LIFTS.
6. REFER TO CITY DETAILS 311 AND 312 FOR TRENCH PAVEMENT REPLACEMENT REQUIREMENTS.
7. PLACE LAYERS B, C, AND E FOUND ON CITY DETAIL 310(B) AS SEPARATE LAYERS.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
MIDLAND Engineering Services	TRENCHING AND BEDDING		310(A)

TRENCH ZONES:

ZONE A: TRENCH BACKFILL
ZONE B: PIPE BACKFILL
ZONE C: HAUNCHING
ZONE D: PIPE EMBEDMENT
ZONE E: BEDDING

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
MIDLAND Engineering Services	TRENCHING AND BEDDING		310(B)

SECTION 'A-A'

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
MIDLAND Engineering Services	TYPICAL CONCRETE DRAINAGE FLUME		403(A)

SECTION 'B-B' NOTES:
1. CURB TO BE 12.0" TALL.
2. PROVIDE SAW-CUT JOINTS.
3. PROVIDE TRANSVERSE SAW-CUT JOINTS EVERY 10.0'

SECTION 'C-C' NOTES:
1. CURB TO BE 12.0" TALL.
2. PROVIDE SAW-CUT JOINTS.
3. PROVIDE TRANSVERSE SAW-CUT JOINTS EVERY 10.0'

SECTION 'D-D' NOTES:
1. CURB TO BE NO LESS THAN 6.0" OR MATCH EXISTING STREET CURB HEIGHT.
2. PROVIDE SAW-CUT JOINTS.
3. PROVIDE TRANSVERSE SAW-CUT JOINTS EVERY 10.0'

SECTION 'E-E' NOTES:
2. PROVIDE SAW-CUT JOINTS.
3. BAFFLES ARE TO BE 12.0" X 6.0" X 6.0" PLACED IN STAGGERED PATTERN NO FURTHER THAN 18.0' APART.

NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C" CONCRETE, 3600 PSI. USE REBAR REINFORCED OR FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT AS INDICATED BY THE DESIGN DRAWINGS. FLARED FLUME MOUTH TO BE NO LESS THAN DESIGN WIDTH OF RUNOFF PASSING OVER SCUPPER, ELEVATED CROSSING, OR SIDEWALK DURING THE 100-YR STORM EVENT.
2. SEAL ALL CONCRETE JOINTS.
3. FLARED FLUME AND TALL CURB FLUME SECTIONS NOT REQUIRED IF ALTERNATE DESIGN CAN BE PROVEN TO CONTAIN 100-YR RUNOFF WITHIN THE DRAINAGE EASEMENT LIMITS.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
MIDLAND Engineering Services	TYPICAL CONCRETE DRAINAGE FLUME		403(B)

NOTES:

1. TRANSITION TO SPILLWAY/CHANNEL AS PER APPROVED PLANS.
2. A CENTER WALL SHALL BE INSTALLED IN SCUPPERS WIDER THAN 4' OR IF MORE THAN 1 SCUPPER IS USED.
3. EXPANSION JOINT FILLER SHALL BE 1/2" BITUMINOUS TYPE PREFORMED EXPANSION JOINT, ASTM D-1751.
4. CONCRETE FOR THE SCUPPER SHALL BE CLASS "C" 3600 PSI. CONCRETE FOR THE SPILLWAY SHALL BE CLASS "C" 3600 PSI.
5. 12" OFFSET DISTANCE SHALL BE INCREASED TO 2'-0" FOR DESIGNATED BICYCLE PATHS.

NOTES:

1. TRANSITION TO SPILLWAY/CHANNEL AS PER APPROVED PLANS.
2. A CENTER WALL SHALL BE INSTALLED IN SCUPPERS WIDER THAN 4' OR IF MORE THAN 1 SCUPPER IS USED.
3. EXPANSION JOINT FILLER SHALL BE 1/2" BITUMINOUS TYPE PREFORMED EXPANSION JOINT, ASTM D-1751.
4. CONCRETE FOR THE SCUPPER, AND SPILLWAY TO BE CLASS "C" 3600 PSI.
5. SAFETY RAIL SHALL BE CONTINUOUS BETWEEN THE SPILLWAY EXTERIOR WALLS. SAFETY RAIL TO BE OMITTED WHERE THERE IS A VERTICAL DROP FROM SCUPPER PEDESTRIAN CROSSING TO SPILLWAY SURFACE EXCEEDS 18".
6. USE WELD PLATES FOR SAFETY RAIL ANCHORS LOCATED IN THE 8" THICK CONCRETE.
7. MATERIAL AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

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ENGINEERING FIRM #: F-14759
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BY	APPR.	DATE

REVISIONS

DRAWN BY: ,
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 07/17/2023
Job: 220213

811 Know what's below. Call before you dig.

PAVING DETAILS

DRAINAGE IMPROVEMENTS FOR TX-158 AND INTERSECTION OF SINCLAIR AVE. & TX-158
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

PRELIMINARY REVIEW:

THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW J. MELLEN, P.E. #104070 AND MAVERICK ENGINEERING (FIRM # F-14759) ON THIS DAY 07/17/2023, FOR THE PURPOSE OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET C312 OF 30

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P:\2022\220213-CITY OF MIDLAND-HWY 158 & I-20 MEDIAN ADDITION\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING & DRAINAGE CONSTRUCTION PLANS\220213 C312 PAVING DETAILS.DWG

PACKET 13.273 October 10, 2023

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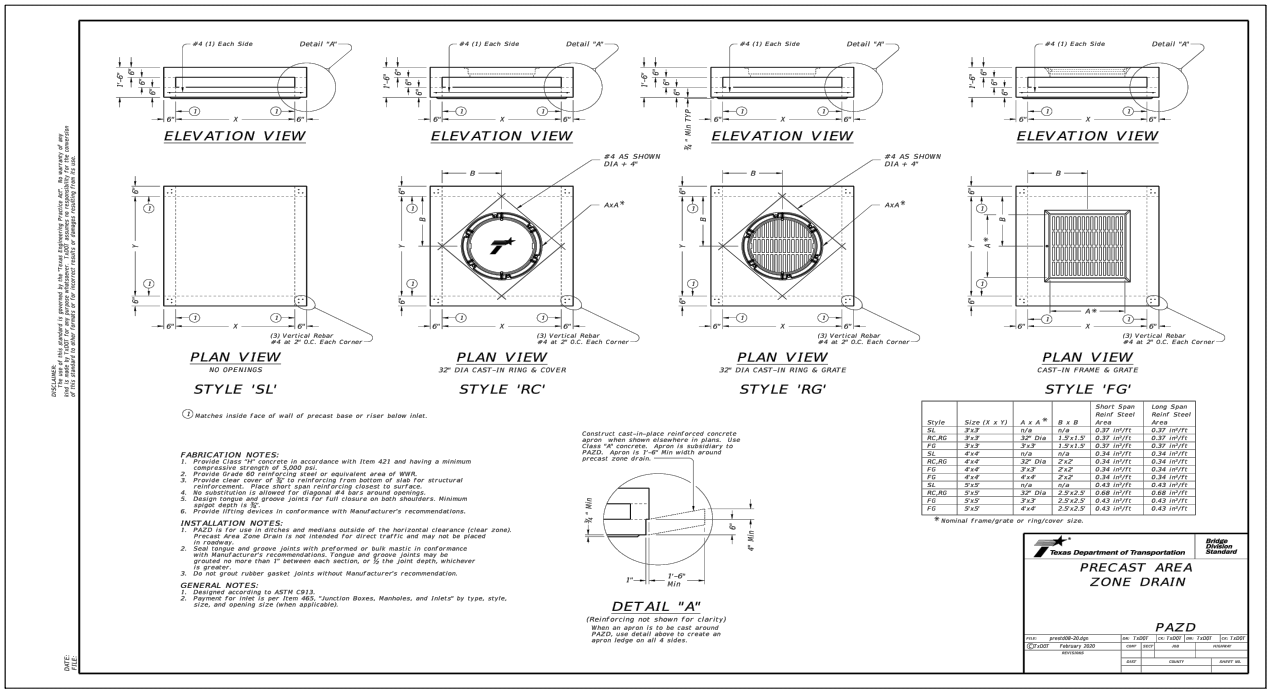

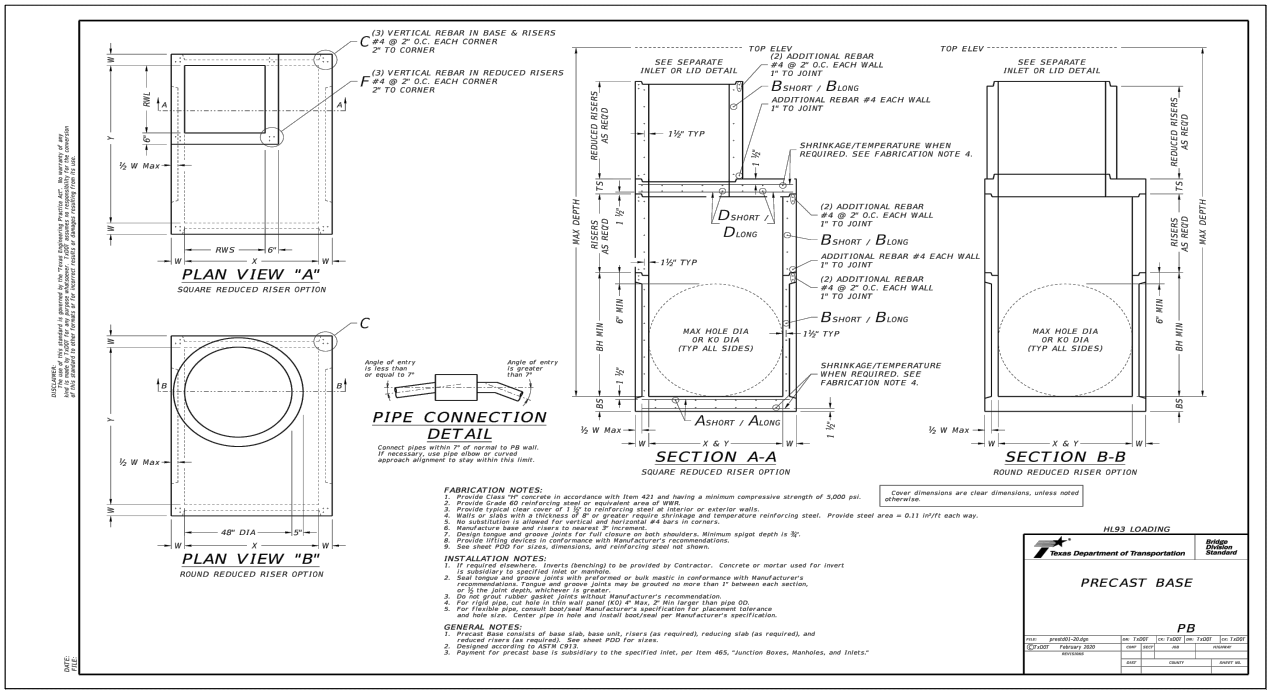

PRELIMINARY REVIEW:
THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW J. MELENTY, P.E. #108072 ON THE DATE INDICATED. IT IS NOT TO BE USED FOR BIDDING, PERMIT, OR CONSTRUCTION PURPOSES.

PAVING DETAILS

DRAINAGE IMPROVEMENTS FOR TX-158 AND INTERSECTION OF SINCLAIR AVE. & TX-158
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

SHEET C313 OF 30

Know what's below. Call before you dig.

DRAWN BY: .
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 07/17/2023
JOB: 220213

Δ	REVISIONS	BY	APPR.	DATE
.	.	.	.	.

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PACKET 13.275 October 10, 2023

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DATE: 4-01

	Size	MAX DEPTH = 15 ft. to top of BASE SLAB									MAX DEPTH = 25 ft. to top of BASE SLAB									Min Weight (See Gen Note 3)	Max HOLE DIA (See Fab Note 2)	Max KO DIA (See Fab Note 2)
		Base Slab			Base Unit or Riser Walls			Below Grade Slab (w/PJB) Reducing Slab (w/PB)			Base Slab			Base Unit or Riser Walls			Below Grade Slab (w/PJB) Reducing Slab (w/PB)					
		Short Span Reinf Steel Area	Long Span Reinf Steel Area	Thickness	Short Span Reinf Steel Area	Long Span Reinf Steel Area	Thickness	Reduced Riser Size	Short Span Reinf Steel Area	Long Span Reinf Steel Area	Thickness	Short Span Reinf Steel Area	Long Span Reinf Steel Area	Thickness	Short Span Reinf Steel Area	Long Span Reinf Steel Area	Thickness	Reduced Riser Size	Short Span Reinf Steel Area	Long Span Reinf Steel Area	Thickness			
	X x Y	Ashort	Along	BS	Bshort	Blong	W	RWSxRWL or ID	Dshort	Dlong	TS	Ashort	Along	BS	Bshort	Blong	W	RWSxRWL or ID	Dshort	Dlong	TS	BH MIN	HOLE DIA	KO DIA
	ft.	in²/ft†	in²/ft†	in.	in²/ft†	in²/ft†	in.	ft. **	in²/ft†	in²/ft†	in.	in²/ft†	in²/ft†	in.	in²/ft†	in²/ft†	in.	ft. **	in²/ft†	in²/ft†	in.	ft.	in.	in.
Precast Junction Box (PJB)	3x3	0.23	0.23	6	0.19	0.19	6	N/A	0.37	0.37	9	0.29	0.29	6	0.24	0.24	6	N/A	0.37	0.37	9	3.5	36	36
	4x4	0.29	0.29	6	0.24	0.24	6	N/A	0.41	0.41	9	0.47	0.47	6	0.38	0.38	6	N/A	0.41	0.41	9	4.5	48	48
	3x5	0.29	0.18	6	0.19	0.35	6	N/A	0.48	0.48	9	0.39	0.18	6	0.23	0.59	6	N/A	0.48	0.48	9	3.5	36/60	36/60
	4x5	0.36	0.18	6	0.22	0.34	6	N/A	0.42	0.42	9	0.53	0.26	6	0.39	0.59	6	N/A	0.42	0.42	9	4.5	48/60	48/60
	5x5	0.36	0.36	6	0.34	0.34	6	N/A	0.43	0.43	9	0.62	0.62	6	0.59	0.59	6	N/A	0.43	0.43	9	5.5	60	60
	5x6	0.27	0.27	9	0.34	0.45	6	N/A	0.48	0.48	9	0.47	0.45	9	0.38	0.54	8	N/A	0.48	0.48	9	5.5	60/72	60/72
	6x6	0.27	0.27	9	0.45	0.45	6	N/A	0.56	0.56	9	0.52	0.52	9	0.54	0.54	8	N/A	0.56	0.56	9	6.5	72	72
	8x8	0.46	0.46	9	0.51	0.51	8	N/A	0.45	0.45	12	0.87	0.87	9	0.59	0.59	10	N/A	0.45	0.45	12	8.5	96	72
Precast Base (PB)	3x3	0.23	0.23	6	0.19	0.19	6	N/A	N/A	N/A	N/A	0.29	0.29	6	0.24	0.24	6	N/A	N/A	N/A	N/A	3.5	36	36
	4x4	0.29	0.29	6	0.24	0.24	6	N/A	N/A	N/A	N/A	0.47	0.47	6	0.38	0.38	6	N/A	N/A	N/A	N/A	4.5	48	48
	3x5	0.29	0.18	6	0.19	0.35	6	3x3	0.30	0.34	9	0.39	0.18	6	0.23	0.59	6	3x3	0.40	0.40	9	3.5	36/60	36/60
	4x5	0.36	0.18	6	0.22	0.34	6	3x3	0.30	0.30	9	0.53	0.26	6	0.39	0.59	6	3x3	0.46	0.37	9	4.3	48/60	48/60
	4x5	0.36	0.18	6	0.22	0.34	6	4x4	0.30	0.30	9	0.53	0.26	6	0.39	0.59	6	4x4	0.39	0.39	9	4.5	48/60	48/60
	4x5	0.36	0.18	6	0.22	0.34	6	48"	0.39	0.39	9	0.53	0.26	6	0.39	0.59	6	48"	0.47	0.47	9	4.5	48/60	48/60
	4x5	0.36	0.18	6	0.22	0.34	6	3x5	0.33	0.40	9	0.53	0.26	6	0.39	0.59	6	3x5	0.48	0.48	9	4.5	48/60	48/60
	5x5	0.36	0.36	6	0.34	0.34	6	3x3	0.34	0.34	9	0.62	0.62	6	0.59	0.59	6	3x3	0.53	0.53	9	5.5	60	60
	5x5	0.36	0.36	6	0.34	0.34	6	4x4	0.36	0.36	9	0.62	0.62	6	0.59	0.59	6	4x4	0.64	0.64	9	5.5	60	60
	5x5	0.38	0.38	6	0.34	0.34	6	48"	0.36	0.36	9	0.62	0.62	6	0.59	0.59	6	48"	0.64	0.64	9	5.5	60	60
	5x5	0.36	0.36	6	0.34	0.34	6	3x5	0.34	0.40	9	0.62	0.62	6	0.59	0.59	6	3x5	0.53	0.53	9	5.5	60	60
	5x6	0.31	0.31	9	0.34	0.45	6	3x3	0.34	0.34	9	0.47	0.45	9	0.38	0.54	8	3x3	0.61	0.50	9	5.5	60/72	60/72
	5x6	0.27	0.27	9	0.34	0.45	6	4x4	0.36	0.45	9	0.47	0.45	9	0.38	0.54	8	4x4	0.74	0.57	9	5.5	60/72	60/72
	5x6	0.29	0.29	9	0.34	0.45	6	48"	0.36	0.45	9	0.47	0.45	9	0.38	0.54	8	48"	0.74	0.57	9	5.5	60/72	60/72
	5x6	0.29	0.29	9	0.34	0.45	6	3x5	0.45	0.45	9	0.47	0.45	9	0.38	0.54	8	3x5	0.61	0.61	9	5.5	60/72	60/72
	6x6	0.29	0.29	9	0.45	0.45	6	3x3	0.41	0.41	9	0.52	0.52	9	0.54	0.54	8	3x3	0.74	0.74	9	6.5	72	72
	6x6	0.27	0.27	9	0.45	0.45	6	4x4	0.45	0.45	9	0.52	0.52	9	0.54	0.54	8	4x4	0.87	0.87	9	6.5	72	72
	6x6	0.29	0.29	9	0.45	0.45	6	48"	0.45	0.45	9	0.52	0.52	9	0.54	0.54	8	48"	0.87	0.87	9	6.5	72	72
	6x6	0.29	0.29	9	0.45	0.45	6	3x5	0.45	0.45	9	0.52	0.52	9	0.54	0.54	8	3x5	0.87	0.87	9	6.5	72	72
	8x8	0.52	0.52	9	0.51	0.51	8	3x3	0.61	0.61	12	0.91	0.91	9	0.70	0.70	10	3x3	0.85	0.85	12	8.5	96	72
	8x8	0.52	0.52	9	0.51	0.51	8	4x4	0.70	0.70	12	0.87	0.87	9	0.70	0.70	10	4x4	1.01	1.01	12	8.5	96	72
	8x8	0.52	0.52	9	0.51	0.51	8	48"	0.70	0.70	12	0.87	0.87	9	0.70	0.70	10	48"	1.01	1.01	12	8.5	96	72
	8x8	0.52	0.52	9	0.51	0.51	8	3x5	0.70	0.85	12	0.87	0.87	9	0.70	0.70	10	3x5	1.01	1.01	12	8.5	96	72

** Unless otherwise indicated.

FABRICATION NOTES:
1. Maximum spacing of reinforcement is 8".
2. At manufacturer's option, provide cast or cored holes or thin wall panels (KO) to the maximum diameter shown for each. When no penetration is required, it is acceptable to provide a wall with no sectional reduction.

GENERAL NOTES:
1. Precast Junction Box consists of base slab, base unit, risers (as required), and below grade slab. See sheet PJB for details.
2. Precast Base consists of base slab, base unit, risers (as required), reducing slab (as required), and reduced risers (as required). See sheet PB for details.
3. Min Height shown is for stock base units. Use stock base units whenever practical. Smaller height base units can be used in special installation circumstances, when noted elsewhere in the plans. Absolute minimum height of base units is 2'-6".

HL93 LOADING

Texas Department of Transportation — Bridge Division Standard

DESIGN DATA FOR PRECAST BASE AND JUNCTION BOX

PDD

FILE:	predd10-20.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT	February 2020	CONT	SECT	JOB	HIGHWAY
REVISIONS		DIST	COUNTY		SHEET NO.

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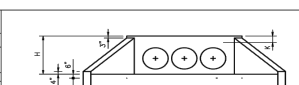
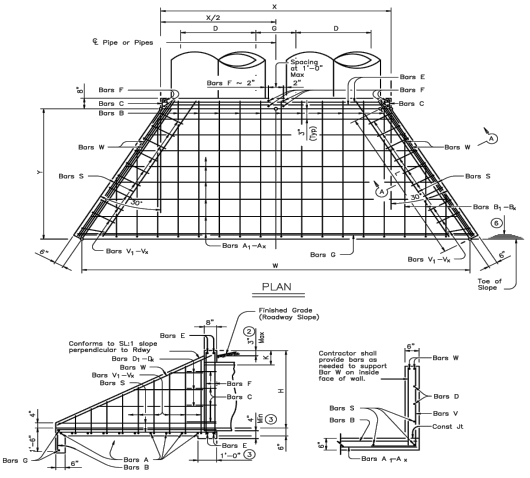
TABLE OF VARIABLE DIMENSIONS AND QUANTITIES FOR ONE HEADWALL (4)

SLOPE	DIA OF PIPE (D)	Values for one Pipe						Values to be added for each addt'l Pipe	
		W	X	Y	L	Reinf (Lbs)	Conc (CY) (1)	X and W	Reinf (Lbs)	Conc (CY) (1)
3:1	12"	4'– 7 1/2"	2'– 8"	2'–10"	3'– 3 1/4"	84	0.6	1'– 9"	20	0.2
	15"	5'– 5 3/4"	2'– 9 1/2"	3'– 4"	3'–10 1/4"	99	0.7	2'– 2"	24	0.3
	18"	6'– 4 1/4"	3'– 1"	3'–10"	4'– 5"	120	0.9	2'– 8"	32	0.3
	21"	7'– 2 3/4"	3'– 4 1/2"	4'– 4"	5'– 0"	137	1.1	3'– 1"	43	0.4
	24"	8'– 2 1/2"	3'– 9 1/2"	4'–10"	5'– 7"	158	1.3	3'– 7"	50	0.5
	27"	9'– 1"	4'– 1"	5'– 4"	6'– 2"	173	1.5	3'–11"	56	0.6
	30"	9'–11 1/2"	4'– 4 1/2"	5'–10"	6'– 8 3/4"	197	1.7	4'– 4"	65	0.8
	33"	10'–10"	4'– 8"	6'– 4"	7'– 3 3/4"	216	2.0	4'– 8"	71	0.9
	36"	11'– 8 1/4"	4'–11 1/2"	6'–10"	7'–10 3/4"	241	2.2	5'– 1"	81	1.0
	42"	13'– 5 1/4"	5'– 6 1/2"	7'–10"	9'– 0 1/2"	290	2.8	5'–10"	97	1.3
	48"	15'– 9"	6'– 1 1/2"	9'– 4"	10'– 9 1/4"	350	3.8	6'– 7"	117	1.7
	54"	17'– 5 3/4"	6'– 8 1/2"	10'– 4"	11'–11 1/4"	415	4.5	7'– 6"	151	2.1
	60"	19'– 2 3/4"	7'– 3 1/2"	11'– 4"	13'– 1"	469	5.3	8'– 3"	174	2.5
	66"	20'–11 1/2"	7'–10 1/2"	12'– 4"	14'– 3"	530	6.2	8'– 9"	194	2.9
	72"	22'– 8 1/2"	8'– 5 1/2"	13'– 4"	15'– 4 3/4"	587	7.1	9'– 4"	213	3.3
3:1	12"	6'– 3"	2'– 8"	4'– 3"	4'–11"	114	0.8	1'– 9"	22	0.2
	15"	7'– 3"	2'– 9 1/2"	5'– 0"	5'– 8 1/4"	133	1.1	2'– 2"	28	0.3
	18"	8'– 6 3/4"	3'– 1"	5'– 9"	6'– 7 3/4"	166	1.3	2'– 8"	37	0.5
	21"	9'– 8 3/4"	3'– 4 1/2"	6'– 6"	7'– 6"	189	1.6	3'– 1"	48	0.6
	24"	11'– 0"	3'– 9 1/2"	7'– 3"	8'– 4 1/2"	221	2.0	3'– 7"	58	0.7
	27"	12'– 2"	4'– 1"	8'– 0"	9'– 2 3/4"	245	2.3	3'–11"	67	0.8
	30"	13'– 4"	4'– 4 1/2"	8'– 9"	10'– 1 1/4"	287	2.7	4'– 4"	77	1.0
	33"	14'– 5 3/4"	4'– 8"	9'– 6"	10'–11 3/4"	310	3.1	4'– 8"	84	1.2
	36"	15'– 7 3/4"	4'–11 1/2"	10'– 3"	11'–10"	343	3.5	5'– 1"	96	1.4
4:1	42"	17'–11 1/2"	5'– 6 1/2"	11'– 9"	13'– 5 3/4"	424	4.5	5'–10"	119	1.7
	48"	21'– 1 3/4"	6'– 1 1/2"	14'– 0"	16'– 2"	527	6.1	6'– 7"	146	2.3
	54"	23'– 5 1/2"	6'– 8 1/2"	15'– 6"	17'–10 3/4"	618	7.3	7'– 6"	186	2.9
	60"	25'– 9 1/4"	7'– 3 1/2"	17'– 0"	19'– 7 1/2"	707	8.7	8'– 3"	219	3.4
	66"	28'– 1"	7'–10 1/2"	18'– 6"	21'– 4 1/4"	797	10.1	8'– 9"	242	3.9
	72"	30'– 4 3/4"	8'– 5 1/2"	20'– 0"	23'– 1 1/4"	910	11.7	9'– 4"	272	4.4
4:1	12"	7'–10 3/4"	2'– 8"	5'– 8"	6'– 6 1/2"	144	1.1	1'– 9"	24	0.3
	15"	9'– 4"	2'– 9 1/2"	6'– 8"	7'– 8 1/2"	177	1.5	2'– 2"	32	0.4
	18"	10'– 9 1/2"	3'– 1"	7'– 8"	8'–10 1/4"	217	1.9	2'– 8"	42	0.5
	21"	12'– 2 3/4"	3'– 4 1/2"	8'– 8"	10'– 0"	254	2.3	3'– 1"	57	0.7
	24"	13'– 9 1/2"	3'– 9 1/2"	9'– 8"	11'– 2"	295	2.8	3'– 7"	67	0.9
	27"	15'– 3"	4'– 1"	10'– 8"	12'– 3 3/4"	328	3.3	3'–11"	77	1.0
	30"	16'– 8 1/4"	4'– 4 1/2"	11'– 8"	13'– 5 3/4"	379	3.8	4'– 4"	89	1.3
	33"	18'– 1 3/4"	4'– 8"	12'– 8"	14'– 7 1/2"	417	4.5	4'– 8"	101	1.4
	36"	19'– 7"	4'–11 1/2"	13'– 8"	15'– 9 1/4"	464	5.1	5'– 1"	115	1.7
4:1	42"	22'– 5 3/4"	5'– 6 1/2"	15'– 8"	18'– 1"	575	6.5	5'–10"	141	2.1
	48"	26'– 5 1/4"	6'– 1 1/2"	18'– 8"	21'– 6 3/4"	720	8.9	6'– 7"	175	2.8
	54"	29'– 5"	6'– 8 1/2"	20'– 8"	23'–10 1/4"	863	10.7	7'– 6"	226	3.6
	60"	32'– 3 3/4"	7'– 3 1/2"	22'– 8"	26'– 2"	984	12.7	8'– 3"	264	4.3
	66"	35'– 2 1/2"	7'–10 1/2"	24'– 9"	28'– 5 3/4"	1126	14.9	8'– 9"	300	4.9
	72"	38'– 1 1/4"	8'– 5 1/2"	26'– 8"	30'– 9 1/2"	1283	17.3	9'– 4"	334	5.6
6:1	12"	11'– 2"	2'– 8"	8'– 8"	9'– 3 1/4"	220	1.9	2'– 2"	28	0.4
	15"	13'– 2 1/4"	2'– 9 1/2"	10'– 0"	11'– 8 1/2"	264	2.5	2'– 8"	37	0.5
	18"	15'– 2 1/2"	3'– 1"	11'– 6"	13'– 3 1/4"	326	3.2	2'– 8"	50	0.7
	21"	17'– 2 3/4"	3'– 4 1/2"	13'– 0"	15'– 0 1/4"	381	3.9	3'– 1"	59	0.9
	24"	19'– 4 1/2"	3'– 9 1/2"	14'– 6"	16'– 9"	447	4.8	3'– 7"	80	1.2
	27"	21'– 4 3/4"	4'– 1"	16'– 0"	18'– 5 3/4"	506	5.7	3'–11"	96	1.4
	30"	23'– 5 1/4"	4'– 4 1/2"	17'– 6"	20'– 2 1/2"	587	6.7	4'– 4"	110	1.7
	33"	25'– 5 1/2"	4'– 8"	19'– 0"	21'–11 1/4"	667	7.8	4'– 8"	127	2.0
6:1	36"	27'– 5 3/4"	4'–11 1/2"	20'– 8"	23'– 8"	727	9.0	5'– 1"	144	2.3
	42"	31'– 6 1/4"	5'– 6 1/2"	23'– 6"	27'– 1 1/2"	914	11.5	5'–10"	179	3.0
	48"	37'– 3 1/2"	6'– 1 1/2"	28'– 0"	32'– 4"	1181	15.9	6'– 7"	231	4.0
	54"	41'– 4 1/4"	6'– 8 1/2"	31'– 0"	35'– 9 1/2"	1412	19.2	7'– 6"	300	5.0
	60"	45'– 4 3/4"	7'– 3 1/2"	34'– 0"	39'– 3"	1619	22.9	8'– 3"	353	6.0

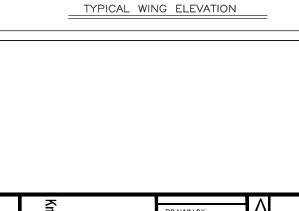


ELEVATION
Showing dimensions

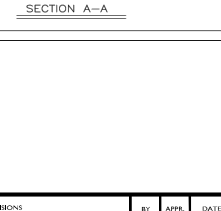
1. Quantities shown are for concrete pipe and will increase slightly for metal pipe installations.
2. For vehicle safety, curbs shall project no more than 3" above finished grade. Curb heights shall be reduced, if necessary, to meet these requirements. No changes will be made in quantities due to this. Horizontal compensation will be allowed for this work.
3. Provide a 1'–0" footing as shown where required to maintain 4" Min cover for pipes.
4. Quantities shown are for one structure end only (one headwall).
5. Min Length = 6"+ 3" $\times \left(\frac{12 \times H - 7}{12 \times L}\right)$
   Max Length = 12 x H – 3" $\times \left(\frac{12 \times H - 7}{12 \times L}\right)$ – 1"
6. Lengths of wings based on SL:1 Slope along this line.



PLAN



TYPICAL WING ELEVATION



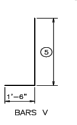
SECTION A–A

TABLE OF REINFORCING STEEL (4)

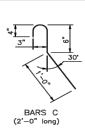
Bar	Size	Spa	No.
A	# 4	1'–0"	~
B	# 3	1'–6"	~
C	# 4	1'–0"	~
D	# 3	1'–0"	~
E	# 5	~	4
F	# 5	~	~
G	# 3	~	2
S	# 4	~	6
V	# 4	1'–0"	~
W	# 5	~	4

TABLE OF CONSTANT DIMENSIONS

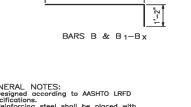
Pipe Dia (D)	G	K	H
12"	8"	1'– 0"	2'– 0"
15"	11"	1'– 0"	2'– 3"
18"	1'– 2"	1'– 0"	2'– 6"
21"	1'– 4"	1'– 0"	2'– 9"
24"	1'– 7"	1'– 0"	3'– 0"
27"	1'– 8"	1'– 0"	3'– 3"
30"	1'–10"	1'– 0"	3'– 6"
33"	1'–11"	1'– 0"	3'– 9"
36"	2'– 1"	1'– 0"	4'– 0"
42"	2'– 4"	1'– 0"	4'– 6"
48"	2'– 7"	1'– 3"	5'– 3"
54"	3'– 0"	1'– 3"	5'– 9"
60"	3'– 3"	1'– 3"	6'– 3"
66"	3'– 3"	1'– 3"	6'– 9"
72"	3'– 4"	1'– 3"	7'– 3"



BARS V



BARS C
(2'–0" long)



BARS B & B1–Bx

GENERAL NOTES:
Designed according to AASHTO LRFD Specifications.
Reinforcing steel shall be placed with the center of the outside layer of bars 2" from the surface of the concrete.
All reinforcing steel shall be Grade 60.
All concrete shall be Class "C" and shall have a minimum compressive strength of 3600 psi.
No bridge rails of any type may be mounted directly to these culvert headwalls.

Texas Department of Transportation
Bridge Division

CONCRETE HEADWALLS WITH FLARED WINGS FOR 0° SKEW PIPE CULVERTS

CH–FW–0

FILE:	chfw00as.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: CAP
©TxDOT	February 2010	DISTRICT	FEDERAL AID PROJECT		SHEET
REVISIONS		COUNTY	CONTROL	SECT	JOB	HIGHWAY

PRELIMINARY REVIEW:
THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW J. MELENY JR. AUGUST 3, 2023 AND ARE NOT TO BE USED FOR BIDDING OR CONSTRUCTION PURPOSES. THEY ARE RELEASED FOR THE PURPOSE OF INTERAGENCY REVIEW ONLY.

SHEET C314 OF 30

PAVING DETAILS

DRAINAGE IMPROVEMENTS FOR TX-158 AND INTERSECTION OF SINCLAIR AVE. & TX-158

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

Know what's below. Call before you dig.

DRAWN BY:	.
CHECKED BY:	ALM
APPROVED BY:	ALM
DATE:	07/17/2023
JOB:	220213

Δ	REVISIONS	BY	APPR.	DATE
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ENGINEERING / SURVEY / WATER RESOURCES
1909 W Wall St, Ste. "K", Midland, TX 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
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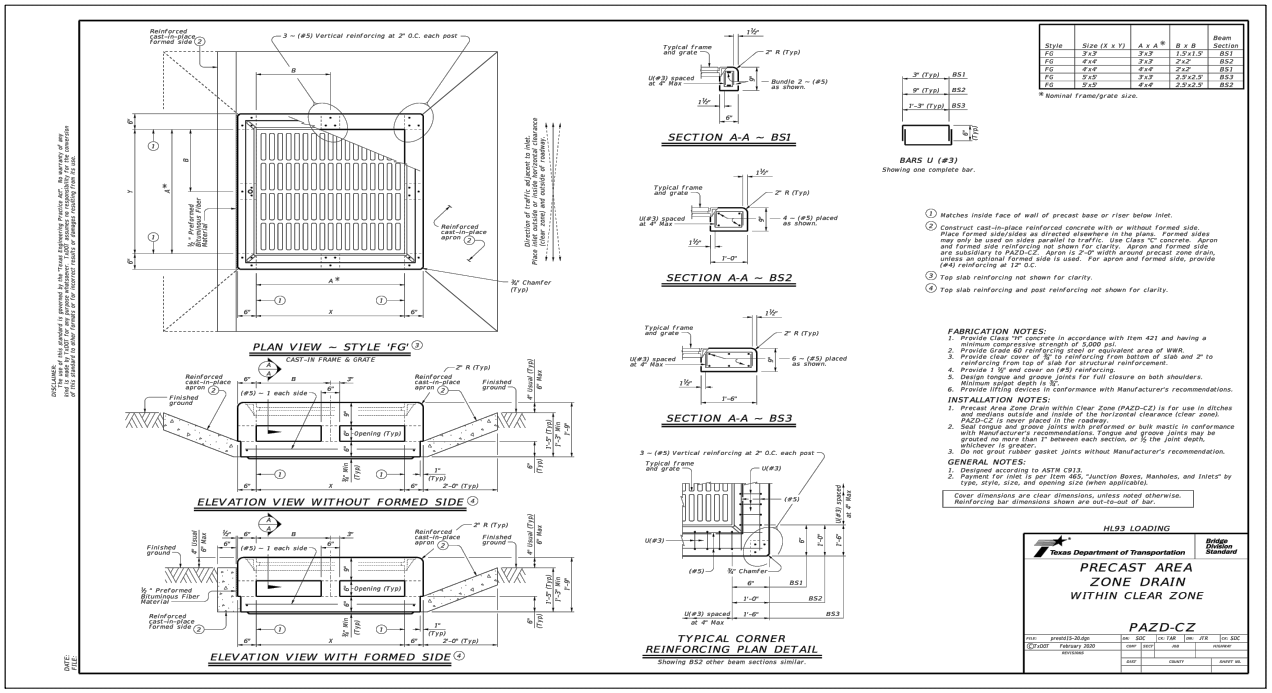
PACKET

13.276

October 10, 2023



Style	Size (X x Y)	A x A *	B x B	Beam Section
FG	3'x3'	3'x3'	1.5'x1.5'	BS1
FG	4'x4'	3'x3'	2'x2'	BS2
FG	4'x4'	4'x4'	2'x2'	BS1
FG	5'x5'	3'x3'	2.5'x2.5'	BS3
FG	5'x5'	4'x4'	2.5'x2.5'	BS2

* Nominal frame/grate size.

FILE:	preddl13-20.dgn	cn: SDC	cc: TAR	dw: ITR	ck: SDC	
©TxDOT	February 2020	DIST	SECT	JOB	HIGHWAY	
REVISIONS						
		DIST	COUNTY		SHEET NO.	

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DATE: 4/01

PRELIMINARY REVIEW:
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SHEET C315 OF 30

PAVING DETAILS

DRAINAGE IMPROVEMENTS FOR TX-158 AND INTERSECTION OF SINCLAIR AVE. & TX-158

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

Know what's below. Call before you dig. 811

DRAWN BY:	.
CHECKED BY:	ALM
APPROVED BY:	ALM
DATE:	07/17/2023
JOB:	220213

Δ	REVISIONS	BY	APPR.	DATE
.	.	.	.	.

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 W Wall St, Ste. "K", Midland, TX 79701
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Tel: (432) 262-0999 Fax: (432) 262-0989
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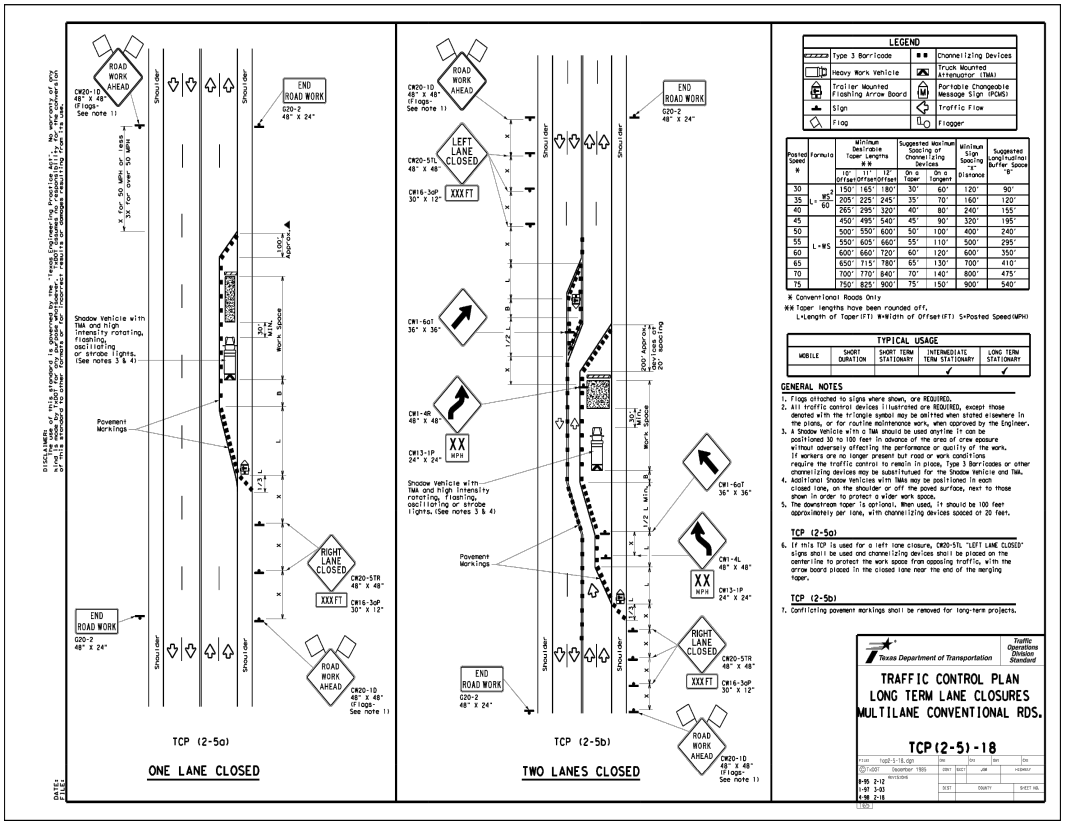

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	BY	APPR.	DATE
REVISIONS			

DRAWN BY: ,
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 07/17/2023
Job: 220213

811 Know what's below. Call before you dig.

TRAFFIC CONTROL DETAILS

DRAINAGE IMPROVEMENTS FOR TX-158 AND INTERSECTION OF SINCLAIR AVE. & TX-158
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

PRELIMINARY REVIEW:
THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW J. MILLEN, PE #106073 AND MAVERICK ENGINEERING (FIRM # F-15889) ON THIS DAY 07/17/2023. FOR THE PURPOSE OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET **C320** OF 30

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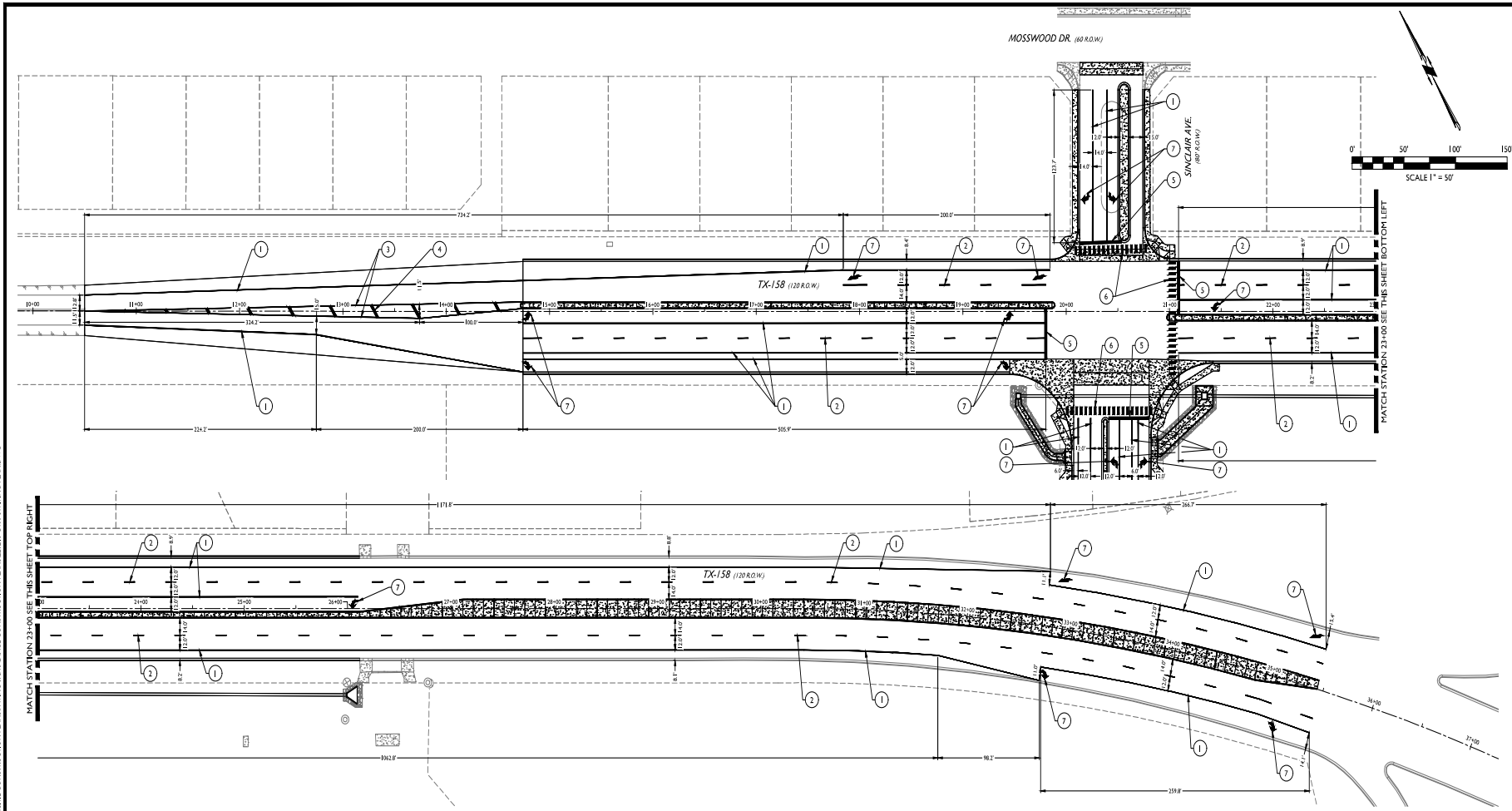
P:\2022\220213-CITY OF MIDLAND-HWY 158 & I-20 MEDIAN ADDITION\DRAWINGS\CIVIL CONSTRUCTION PLANS\220213 C320 TRAFFIC CONTROL DETAILS.DWG

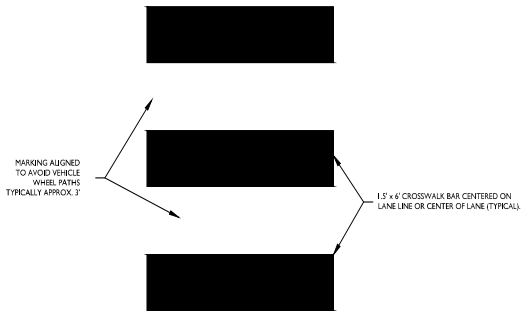


STRIPING NOTES

Typ.
1. REFLECTIVE PAVEMENT MARKING TYPE I, WHITE, 4 INCH, SOLID.
2. REFLECTIVE PAVEMENT MARKING TYPE I, WHITE, 4 INCH, BROKEN (10'/30').
3. REFLECTIVE PAVEMENT MARKING TYPE I, YELLOW, 4 INCH, SOLID/SOLID.
4. 24" REFLECTIVE PAVEMENT MARKING TYPE I, YELLOW, 40' O.C.
5. 24" REFLECTIVE PAVEMENT MARKING TYPE I, WHITE.
6. CROSSWALK STRIPING PER DETAIL No. 1 SEE THIS SHEET.
7. REFLECTIVE PAVEMENT MARKING TYPE I, WHITE, ARROW.

NOTES:

ALL PAVEMENT MARKING WORK SHALL BE IN ACCORDANCE WITH THE LATEST STANDARD DRAWINGS AND SPECIFICATIONS OF THE TEXAS DEPARTMENT OF TRANSPORTATION UNLESS OTHERWISE SHOWN ON THESE PLANS OR DIRECTED BY THE ENGINEER.



NOTES:

- MATERIAL IS TO BE THERMOPLASTIC COMPLIANT WITH TXDOT DMS-8220 OR DMS-8240.
- MARKINGS ARE TO BE APPLIED PER TXDOT ITEM 666, RETROREFLECTORIZED PAVEMENT MARKINGS.
- WHERE THERMOPLASTIC IS TO BE APPLIED TO CONCRETE (ANY AGE) OR OLD ASPHALT (3 YEARS+), A PRIMER IS TO BE APPLIED PRIOR TO APPLICATION. PRIMER IS TO BE COMPATIBLE WITH THERMOPLASTIC AND SURFACE MATERIALS, SEE TXDOT PAVEMENT MARKING HANDBOOK, TABLE 2-3, MATERIAL COMPATIBILITY MATRIX.
- AS NOTED IN TXDOT ITEM 666, THE SURFACE MUST BE THOROUGHLY CLEANED AND DRY PRIOR TO INSTALLATION.

1 **CONTINENTAL CROSSWALK (THERMO)**
N.T.S.

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BY	APPR.	DATE

REVISIONS

DRAWN BY: ,
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 07/17/2023
Job: 220213

811 Know what's below. Call before you dig.

TX-158 & SINCLAIR AVE. STRIPING PLAN

DRAINAGE IMPROVEMENTS FOR TX-158 AND INTERSECTION OF SINCLAIR AVE. & TX-158

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

PRELIMINARY REVIEW:

THESE PLANS ARE RELEASED UNDER THE SEAL OF ANDREW J. MELLEN, P.E. #106070 AND MAVERICK ENGINEERING (FIRM # F-15089) ON THIS DAY 07/17/2023. FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

SHEET **C400** OF 30

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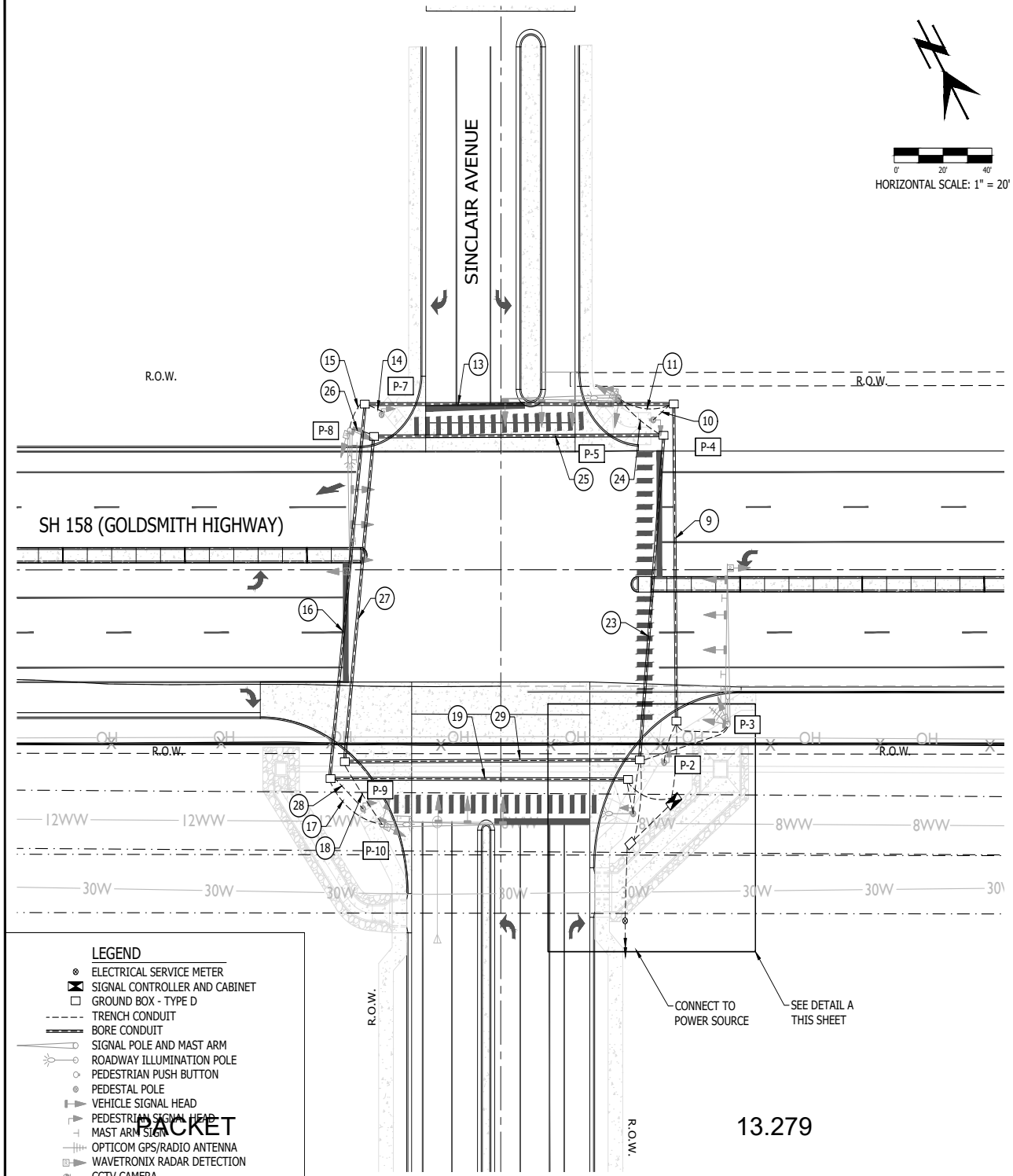
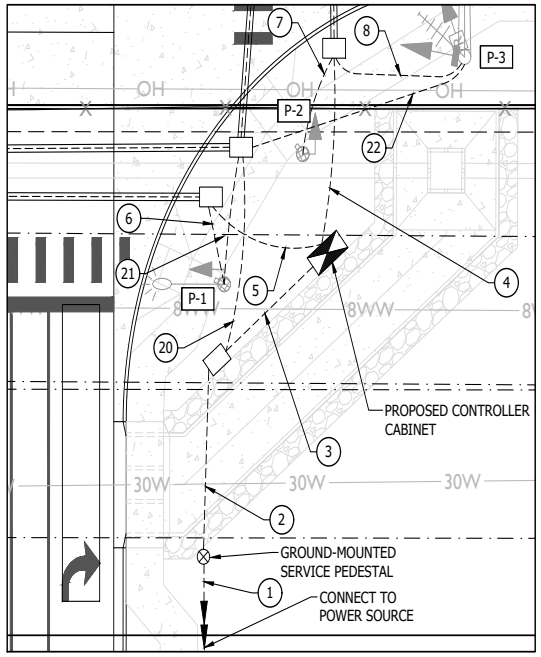


LEGEND

- ELECTRICAL SERVICE METER
- SIGNAL CONTROLLER AND CABINET
- GROUND BOX - TYPE D
- TRENCH CONDUIT
- BORE CONDUIT
- SIGNAL POLE AND MAST ARM
- ROADWAY ILLUMINATION POLE
- PEDESTRIAN PUSH BUTTON
- PEDESTAL POLE
- VEHICLE SIGNAL HEAD
- PEDESTRIAN SIGNAL HEAD
- MAST ARM SIGN
- OPTICOM GPS/RADIO ANTENNA
- WAVETRONIX RADAR DETECTION
- CCTV CAMERA

DETAIL A



NOTE:

1. ALL PULL BOXES OUTSIDE OF PAVED OR CONCRETE SURFACE SHALL HAVE A CONCRETE APRON.
2. CITY TO PROVIDE COMM RADIO AND ANTENNA ON P-3 OR POLE TO BE DETERMINED BY CITY. CONTRACTOR TO PROVIDE AND INSTALL CAT 5 CABLE FROM CONTROLLER CABINET TO COMM RADIO FINAL LOCATION.

CAUTION!!!

EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN VICINITY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS FOR ANY DAMAGE TO SAID UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES, CITY AND STATE PRIOR TO CONSTRUCTION.

No.	DATE	REVISION	APPROV.

KITTELSON & ASSOCIATES

DN: AAC	CONT	SECT	JOB
CK: RAM	XX	XX	MIDLAND DEVELOPMENT SIGNAL
DW: AAC	DIST	COUNTY	HIGHWAY
CK: RVS	ODA	MIDLAND	SH-158

SHEET NO. TS01

R.V. SCHULZE 37159 STATE OF TEXAS

7.24.2023

CONDUIT RUNS
MIDLAND, TEXAS

SHEET NO. TS01

7/24/2023

R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	R11	R12	R13	R14	R15
50' TRENCH	11' TRENCH	10' TRENCH	48' TRENCH	28' TRENCH	15' TRENCH	8' TRENCH	21' TRENCH	108' BORE	10' TRENCH	23' TRENCH	25' TRENCH	127' BORE	9' TRENCH	10' TRENCH
2" CONDUIT 2 - #4 INSULATED 1 - #4 BARE 2" CONDUIT 2 - #8 INSUL (LUMS) 2 - #8 INSUL (ILSN) 1 - #6 BARE	2" CONDUIT 2 - #4 INSULATED 1 - #4 BARE 2" CONDUIT 2 - #8 INSUL (LUMS) 2 - #8 INSUL (ILSN) 1 - #6 BARE	2" CONDUIT 2 - #4 INSULATED 1 - #4 BARE	2" CONDUIT 1 - #6 BARE 4" CONDUIT 2 - 20/C #14 AWG 3 - 10/C #14 AWG 1 - OPTICOM 1 - RADD 2 - RPDD 1 - #6 BARE 2" CONDUIT 3 - 2/C #12 AWG 1 - #6 BARE	2" CONDUIT 1 - #6 BARE 3" CONDUIT 2 - 20/C #14 AWG 3 - 10/C #14 AWG 1 - RADD 2 - RPDD 1 - #6 BARE 2" CONDUIT 3 - 2/C #12 AWG 1 - #6 BARE	2" CONDUIT 1 - 10/C #14 AWG 1 - #6 BARE 2" CONDUIT 1 - 2/C #12 AWG 1 - #6 BARE	2" CONDUIT 1 - 10/C #14 AWG 1 - #6 BARE 2" CONDUIT 1 - 2/C #12 AWG 1 - #6 BARE	3" CONDUIT 1 - 20/C #14 AWG 1 - RADD 1 - RPDD 1 - OPTICOM 1 - #6 BARE	3" CONDUIT 1 - 20/C #14 AWG 2 - 10/C #14 AWG 1 - RPDD 1 - #6 BARE 2" CONDUIT 2 - 2/C #12 AWG 1 - #6 BARE	2" CONDUIT 1 - 10/C #14 AWG 1 - #6 BARE 2" CONDUIT 1 - 2/C #12 AWG 1 - #6 BARE	2" CONDUIT 1 - 20/C #14 AWG 1 - RPDD 1 - 10/C #14 AWG 1 - #6 BARE 2" CONDUIT 1 - 2/C #12 AWG 1 - #6 BARE	NOT USED	2" CONDUIT 1 - #6 BARE SPARE	2" CONDUIT 1 - 10/C #14 AWG 1 - #6 BARE 2" CONDUIT 1 - 2/C #12 AWG 1 - #6 BARE	2" CONDUIT 1 - 20/C #14 AWG 1 - RADD 1 - RPDD 1 - #6 BARE

R16	R17	R18	R19	R20	R21	R22	R23	R24	R25	R26	R27	R28	R29
132' BORE	18' TRENCH	13' TRENCH	118' BORE	41' TRENCH	22' TRENCH	40' TRENCH	113' BORE	17' TRENCH	119' BORE	10' TRENCH	116' BORE	22' TRENCH	118' BORE
3" CONDUIT 1 - 20/C #14 AWG 1 - 10/C #14 AWG 1 - RADD 1 - RPDD 1 - #6 BARE 2" CONDUIT 1 - 2/C #12 AWG 1 - #6 BARE	2" CONDUIT 1 - 20/C #14 AWG 1 - RPDD 1 - #6 BARE	2" CONDUIT 1 - 10/C #14 AWG 1 - #6 BARE 2" CONDUIT 1 - 2/C #12 AWG 1 - #6 BARE	3" CONDUIT 2 - 20/C #14 AWG 2 - 10/C #14 AWG 1 - RADD 2 - RPDD 1 - #6 BARE 2" CONDUIT 2 - 2/C #12 AWG 1 - #6 BARE	2" CONDUIT 2 - #8 INSUL (LUMS) 2 - #8 INSUL (ILSN) 1 - #6 BARE	2" CONDUIT 2 - #8 INSUL (LUMS) 1 - #6 BARE	2" CONDUIT 2 - #8 INSUL (LUMS) 2 - #8 INSUL (ILSN) 1 - #6 BARE	2" CONDUIT 2 - #8 INSUL (LUMS) 2 - #8 INSUL (ILSN) 1 - #6 BARE	2" CONDUIT 2 - #8 INSUL (LUMS) 2 - #8 INSUL (ILSN) 1 - #6 BARE	2" CONDUIT 1 - #6 BARE SPARE	2" CONDUIT 2 - #8 INSUL (LUMS) 2 - #8 INSUL (ILSN) 1 - #6 BARE	2" CONDUIT 2 - #8 INSUL (LUMS) 2 - #8 INSUL (ILSN) 1 - #6 BARE	2" CONDUIT 2 - #8 INSUL (LUMS) 2 - #8 INSUL (ILSN) 1 - #6 BARE	2" CONDUIT 2 - #8 INSUL (LUMS) 2 - #8 INSUL (ILSN) 1 - #6 BARE

CONDUIT AND CONDUCTOR SCHDEDULE

CONDUIT RUN	ITEM 618 NUMBER OF CONDUITS												ITEM 620 ELECTRICAL CONDUCTORS								ITEM 684 CONDUCTOR CABLE						***								LENGTH OF RUN (FEET)
	2" PVC TRENCHED (SCHD 80)		2" PVC TRENCHED (SCHD 40)		2" PVC BORED (SCHD 40)		3" PVC TRENCHED (SCHD 40)		3" PVC BORED (SCHD 40)		4" PVC TRENCHED (SCHD 40)		NO. 4 XHHW INSULATED (POWER)		NO. 4 BARE		NO. 6 BARE		NO. 8 XHHW WIRE		14 AWG 20 CNDR. CABLE		14 AWG 10 CNDR. CABLE		12 AWG 2 CNDR. CABLE		GPS OPTICOM CABLE		RADAR DETECTOR CABLE (RADD)		RADAR DETECTOR CABLE (RPDD)		CAT-5 CCTV CONTROL CABLE		
	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	EA	LF	
1*	2	100											2	100	1	50	1	50	4	200																50
2			2	22									2	22	1	11	1	11	4	44																11
3			1	10									2	20	1	10																				10
4			2	96							1	48					3	144			2	96	3	144	3	144	1	48	1	48	2	96				48
5			2	56			1	28									3	84			2	56	3	84	3	84			1	28	2	56	1	28		28
6			2	30													2	30					1	15	1	15										15
7			2	16													2	16					1	8	1	8										8
8							1	21									1	21			1	21					1	21	1	21	1	21				21
9					1	108			1	108							2	216			1	108	2	216	2	216						1	108			108
10			2	20													2	20					1	10	1	10										10
11			2	46													2	46			1	23	1	23	1	23						1	23			23
12	NOT USED																																			
13**					1	127											1	127																		127
14			2	18													2	18					1	9	1	9										9
15			1	10													1	10			1	10								1	10	1	10			10
16					1	132			1	132							2	264			1	132	1	132	1	132				1	132	1	132	1	132	132
17			1	18													1	18			1	18										1	18			18
18			2	26													2	26					1	13	1	13										13
19					1	118			1	118							2	236			2	236	2	236	2	236				1	118	2	236	1	118	118
20			1	41													1	41	4	164																41
21			1	22													1	22	2	44																22
22			1	40													1	40	4	160																40
23					1	113											1	113	4	452																113
24			1	17													1	17	4	68																17
25**					1	119											1	119																		119
26			1	10													1	10	4	40																10
27					1	116											1	116	4	464																116
28			1	22													1	22	4	88																22
29					1	118											1	118	4	472																118
TOTAL	2	100	27	703	7	823	2	49	3	358	1	48	6	142	3	71	40	1955	42	2196	12	700	17	890	17	890	2	69	6	152	12	300	1	289	

* CONDUIT 1 IS TO BE SCHEDULE 80 PVC. ALL OTHER CONDUITS TO BE SCHEDULE 40 PVC.

** SPARE CONDUIT.

*** PROVIDED BY THE CITY OF MIDLAND. INSTALLED BY THE CONTRACTOR.

NOTES

1. CONTACT TX811 AND THE CITY FOR LOCATING AND MARKING UTILITIES BEFORE TRENCHING AND BORING OPERATIONS.

2. CONTRACTOR SHALL REPAIR DAMAGED ILLUMINATION LINES, IRRIGATION WATER LINES, AND IRRIGATION ELECTRIC LINES AT THE CONTRACTOR'S EXPENSE IF DAMAGED DURING BORING AND TECHNICAL TRENCHING OPERATIONS.

3. TRAFFIC SIGNAL CABLES INSIDE SIGNAL HEADS AND CONTROLLER OR COILS IN GROUND BOXES AND POLE BASES IS NOT PAID FOR DIRECTLY, BUT IS SUBSIDIARY TO PERTINENT ITEMS. THIS IS IN ACCORDANCE WITH ITEM 684 TRAFFIC SIGNAL CABLES, SECTION 684.5 PAYMENT.

4. FOR PLACEMENT OF SIGNAL POLE FOUNDATIONS, SEE SIGNAL HEAD LAYOUT SHEETS.

5. CONTRACTOR SHALL INSTALL PEDESTAL MOUNTED SERVICE METER AS SHOWN IN PLANS. CONTRACTOR TO INSTALL UNDERGROUND CONDUIT FROM POWER SOURCE TO THE SERVICE POLE. POWER COMPANY RESPONSIBLE FOR INSTALLING RISER CONDUIT AND POWER CABLES FROM THE POWER SOURCE TO THE SERVICE METER.

6. CONTRACTOR SHALL INSTALL CITY FURNISHED SIGNAL EQUIPMENT INCLUDING:

OPTICOM MODEL 3100 RADIO/GPS RECEIVER MODULE - 1 EA
OPTICOM DETECTOR CABLE - 69 LF
NETWORK SWITCH - 1 EA
CCTV CAMERA - 1 EA

APPROV.
REVISION
DATE
No.

KITTELSON & ASSOCIATES

DN: AAC	CONT	SECT	JOB			
CK: RAM	XX	XX	MIDLAND DEVELOPMENT SIGNAL			
DW: AAC	DIST	COUNTY	HIGHWAY	SHEET NO.		
CK: RVS	ODA	MIDLAND	SH-158	TS02		

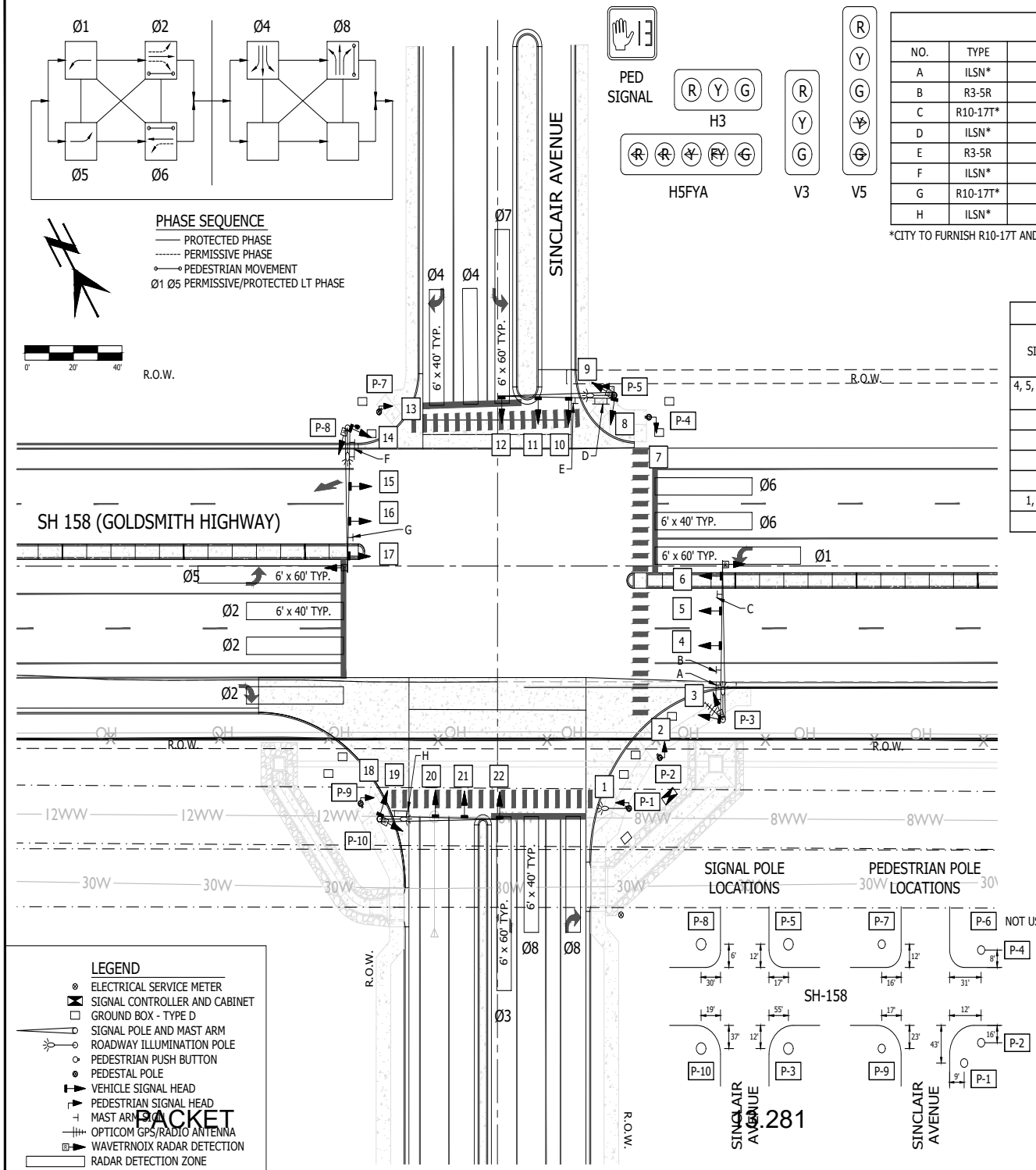
R.V. SCHULZE 37159 LICENSED PROFESSIONAL ENGINEER

R.V. Schulze
7.24.2023

CONDUIT RUNS
MIDLAND, TEXAS

SHEET NO. TS02

7/24/2023



OVERHEAD SIGN SUMMARY			
NO.	TYPE	DESCRIPTION	LOCATION
A	ILSN*	SINCLAIR AVENUE STREET NAME SIGN	P-3 MAST ARM
B	R3-5R	RIGHT TURN ONLY	P-3 MAST ARM
C	R10-17T*	LEFT TURN YIELD ON FLASHING YELLOW ARROW	P-3 MAST ARM
D	ILSN*	GOLDSMITH HIGHWAY STREET NAME SIGN	P-5 MAST ARM
E	R3-5R	RIGHT TURN ONLY	P-5 MAST ARM
F	ILSN*	SINCLAIR AVENUE STREET NAME SIGN	P-8 MAST ARM
G	R10-17T*	LEFT TURN YIELD ON FLASHING YELLOW ARROW	P-8 MAST ARM
H	ILSN*	GOLDSMITH HIGHWAY STREET NAME SIGN	P-10 MAST ARM

*CITY TO FURNISH R10-17T AND ILSN SIGNS. CONTRACTOR TO INSTALL.

SIGNAL HEADS WITH LED LAMPS								
SIGNAL HEAD #	SIGNAL HEAD TYPE	VEH SIG SEC (12 IN) (EA)						PED SIG SEC (EA)
		<-G	G	<-Y	Y	<-R	R	
4, 5, 10,11, 14, 15,16, 19,20,21	H3	-	6	-	6	-	6	-
12, 22	H3A	2	-	2	-	2	-	-
14, 19	V3	-	2	-	2	-	2	-
3, 8	V5	2	2	2	2	-	2	-
6, 17	H5FYA	2	-	4	-	4	-	-
1, 2, 7, 9, 13, 18	PED	-	-	-	-	-	-	6
	TOTAL	6	10	8	10	6	10	6

CONDUCTOR SCHEDULE IN POLE							
POLE NUMBER	GPS OPTICOM*	ITEM 684 CONDUCTOR CABLE			RADAR DETECTION CABLE (RADD)	RADAR DETECTION CABLE (RPDD)	POWER CABLE
		12 AWG 2 CNDR. CABLE	14 AWG 7 CNDR. CABLE	14 AWG 5 CNDR. CABLE			# 8 XHHW ILSN AND LIGHTING
P-1	-	1	-	1	-	-	2
P-2	-	1	-	1	-	-	-
P-3	1	-	1	4	1	1	4
P-4	-	1	-	1	-	-	-
P-5	-	1	1	5	-	1	4
P-6	NOT USED						
P-7	-	1	-	1	-	-	-
P-8	-	-	1	4	1	1	4
P-9	-	1	-	1	-	-	-
P-10	-	-	1	3	-	1	4
TOTAL	70	80			35	80	450

*CITY TO FURNISH. CONTRACTOR TO INSTALL.

CAUTION!!!

EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN VICINITY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS FOR ANY DAMAGE TO SAID UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES, CITY AND STATE PRIOR TO CONSTRUCTION.

PACKET
Pg. 281
October 10, 2023

No.	DATE	REVISION	APPROV.

KITTELSON & ASSOCIATES

DN: AAC	CONT	SECT	JOB	MIDLAND DEVELOPMENT SIGNAL	SHEET NO.	TS03
CK: RAM	XX	XX				
DW: AAC	DIST	COUNTY	HIGHWAY	SH-158		
CK: RVS	ODA	MIDLAND				

STATE OF TEXAS
R.V. SCHULZE
37159
LICENSED PROFESSIONAL ENGINEER

R.V. Schulze
7.24.2023

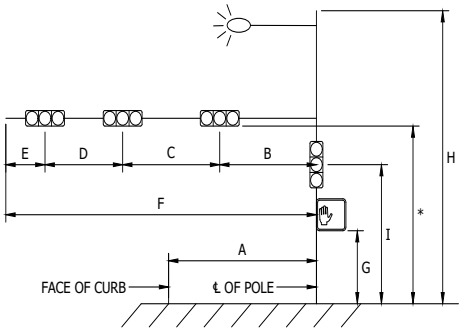
SIGNAL LAYOUT
MIDLAND, TEXAS

SHEET NO. TS03

7/24/2023

SIGNAL HEAD AND POLE PLACEMENT

POLE NUMBER	A (FT)	B (FT)	C (FT)	D (FT)	E (FT)	F (FT)	G (FT)	H (FT)	I (FT)	NO. OF VEHICULAR SIGNAL HEADS	NO. OF PEDESTRIAN SIGNAL HEADS
P-1	44S, 9E	ROADWAY ILLUMINATION POLE					8.0	30.0	-	-	1
P-2	16S, 29E	PEDESTAL POLE					8.0	10.0	-	-	1
P-3	12S, 55E	26.0	12.0	10.0	7.0	55.0	-	30.0	15.0	4	-
P-4	8N, 31E	PEDESTAL POLE					8.0	10.0	-	-	1
P-5	5N, 17E	35.0	12.0	8.0	0.0	55.0	8.0	30.0	15.0	3	1
P-6	NOT USED										
P-7	8N, 16W	PEDESTAL POLE					8.0	10.0	-	-	1
P-8	5N, 30W	20.5	12.0	11.0	6.5	50.0	-	30.0	15.0	4	-
P-9	28S, 18W	PEDESTAL POLE					8.0	10.0	-	-	1
P-10	37S, 19W	31.5	10.0	2.5	0.0	44.0	-	30.0	15.0	3	-



* EXTEND DRILL SHAFT ABOVE GRADE AS NEEDED TO ENSURE 20 FEET VERTICAL CLEARANCE ABOVE PAVEMENT TO SIGNAL HEAD DISPLAYS

GROUND BOX SCHEDULE	
PROPOSED TYPE D GROUND	10

OVERHEAD SIGN SUMMARY

NO.	TYPE	DESCRIPTION	LOCATION
A	ILSN*	SINCLAIR AVENUE STREET NAME SIGN	P-3 MAST ARM
B	R3-5R	RIGHT TURN ONLY	P-3 MAST ARM
C	R10-17T*	LEFT TURN YIELD ON FLASHING YELLOW ARROW	P-3 MAST ARM
D	ILSN*	GOLDSMITH HIGHWAY STREET NAME SIGN	P-5 MAST ARM
E	R3-5R	RIGHT TURN ONLY	P-5 MAST ARM
F	ILSN*	SINCLAIR AVENUE STREET NAME SIGN	P-8 MAST ARM
G	R10-17T*	LEFT TURN YIELD ON FLASHING YELLOW ARROW	P-8 MAST ARM
H	ILSN*	GOLDSMITH HIGHWAY STREET NAME SIGN	P-10 MAST ARM

*CITY TO FURNISH R10-17T AND ILSN SIGNS. CONTRACTOR TO INSTALL.

ELECTRICAL SERVICE DATA

ELECTRICAL SERVICE DESCRIPTION (SEE ED (5) - 14)	SERVICE CONDUIT SIZE (PVC)	SERVICE CONDUCTORS NO. /SIZE	SAFETY SWITCH APMPS	MAIN DISCONNECT CKT. BRK.	TWO-POLE CONTACTOR AMPS	PANELBD. / LOADCENTER AMP RATING (MIN)	CIRCUIT NO.	BRANCH CKT. BRK. POLE/AMPS	KVA LOAD
TY D (120/240) 1OO (NS) AL (E) SP (O)	2"	2/#4 INSULATED 1/#4 BARE	N/A	2P/100	30	100	T.S. ILSN LIGHTING	1P/50 1P/20 2P/20	4.128

APS MESSAGE CHART

POLE LOCATION	PEDESTRIAN MOVEMENT	FUCTIONS	SPEECH MESSAGE/SOUND DETAILS
P-1	PHASE 2	PUSH BUTTON ON DW	WAIT
		EXTEND BUTTON PUSH	WAIT TO CROSS SINCLAIR AVENUE
		LOCATOR TONE	SLOW TICK
		WALK INDICATION	RAPID TICK
P-2	PHASE 8	PUSH BUTTON ON DW	WAIT
		EXTEND BUTTON PUSH	WAIT TO CROSS GOLDSMITH HIGHWAY
		LOCATOR TONE	SLOW TICK
		WALK INDICATION	RAPID TICK
P-4	PHASE 8	PUSH BUTTON ON DW	WAIT
		EXTEND BUTTON PUSH	WAIT TO CROSS GOLDSMITH HIGHWAY
		LOCATOR TONE	SLOW TICK
		WALK INDICATION	RAPID TICK
P-5	PHASE 6	PUSH BUTTON ON DW	WAIT
		EXTEND BUTTON PUSH	WAIT TO CROSS SINCLAIR AVENUE
		LOCATOR TONE	SLOW TICK
		WALK INDICATION	RAPID TICK
P-7	PHASE 6	PUSH BUTTON ON DW	WAIT
		EXTEND BUTTON PUSH	WAIT TO CROSS SINCLAIR AVENUE
		LOCATOR TONE	SLOW TICK
		WALK INDICATION	RAPID TICK
P-9	PHASE 2	PUSH BUTTON ON DW	WAIT
		EXTEND BUTTON PUSH	WAIT TO CROSS SINCLAIR AVENUE
		LOCATOR TONE	SLOW TICK
		WALK INDICATION	RAPID TICK

APPROV.
REVISION
DATE
No.

KITTELSON & ASSOCIATES

DN: AAC	CONT	SECT	JOB	MIDLAND DEVELOPMENT SIGNAL	SHEET NO. TS04
CK: RAM	XX	XX	COUNTY	HIGHWAY	SH-158
DW: AAC	DIST	COUNTY	MIDLAND		
CK: RVS	ODA				

REGISTERED PROFESSIONAL ENGINEER
R.V. SCHULZE
37159
7.24.2023

SIGNAL LAYOUT
MIDLAND, TEXAS

SHEET NO. TS04
7/24/2023

CABLE TERMINATION CHART

CABLE	CONDUCTOR COLOR	CABLE 1 14 AWG 10 CNDR	CABLE 2 12 AWG 2 CONDR	CABLE 3 14 AWG 10 CNDR	CABLE 4 12 AWG 2 CONDR	CABLE 5 14 AWG 20 CNDR	CABLE 6 14 AWG 10 CNDR	CABLE 7 12 AWG 2 CONDR	CABLE 8 14 AWG 20 CNDR	CABLE 9 14 AWG 10 CNDR	CABLE 10 12 AWG 2 CONDR	CABLE 11 14 AWG 10 CNDR	CABLE 12 12 AWG 2 CONDR	CABLE 13 14 AWG 20 CNDR	CABLE 14 14 AWG 10 CNDR	CABLE 15 12 AWG 2 CONDR	CABLE 16 14 AWG 20 CNDR
		FROM P-1 TO CNTRL	FROM P-1 TO CNTRL	FROM P-2 TO CNTRL	FROM P-2 TO CNTRL	FROM P-3 TO CNTRL	FROM P-4 TO CNTRL	FROM P-4 TO CNTRL	FROM P-5 TO CNTRL	FROM P-5 TO CNTRL	FROM P-5 TO CNTRL	FROM P-7 TO CNTRL	FROM P-7 TO CNTRL	FROM P-8 TO CNTRL	FROM P-9 TO CNTRL	FROM P-9 TO CNTRL	FROM P-10 TO CNTRL
1	BLACK	SPARE	APS COMM	SPARE	APS COMM	SH 6 < Y	SPARE	APS COMM	SH 12 < Y	SPARE	APS COMM	SPARE	APS COMM	SH 17 < Y	SPARE	APS COMM	SPARE
2	WHITE	SH COMM	APS POWER	SH COMM	APS POWER	SH COMM	SH COMM	APS POWER	SH COMM	SH COMM	APS POWER	SH COMM	APS POWER	SH COMM	SH COMM	APS POWER	SH COMM
3	RED	SPARE		SPARE		SH 3, 4, 5 R	SPARE		SH 8, 10 R	SPARE		SPARE		SH 13, 14, 15 R	SPARE		SH 18, 19, 20 R
4	GREEN	SPARE		SPARE		SH 3, 4, 5 Y	SPARE		SH 8, 10 Y	SPARE		SPARE		SH 13, 14, 15 Y	SPARE		SH 18, 19, 20 Y
5	ORANGE	SH 1 W ø2		SH 2 W ø8		SH 3, 4, 5 G	SH 7 W ø8		SH 8, 10 G	SH 9 W ø6		SH 12 W ø6		SH 13, 14, 15 G	SH 17 W ø2		SH 18, 19, 20 G
6	BLUE	SH 1 DW ø2		SH 2 DW ø8		SH 6 < G	SH 7 DW ø8		SH 11 < G	SH 9 DW ø6		SH 12 DW ø6		SH 16 < G	SH 17 DW ø2		SPARE
7	WHITE/BLACK	SPARE		SPARE		SPARE	SPARE		SPARE	SPARE		SPARE		SPARE	SPARE		SPARE
8	RED/BLACK	SPARE		SPARE		SPARE	SPARE		SPARE	SPARE		SPARE		SPARE	SPARE		SPARE
9	GREEN/BLACK	SPARE		SPARE		SH 6 < R	SPARE		SH 11 < R	SPARE		SPARE		SPARE	SPARE		SPARE
10	ORANGE/BLACK	SPARE		SPARE		SPARE	SPARE		SPARE	SPARE		SPARE		SPARE	SPARE		SPARE
11	CBLUE/BLACK					SPARE			SPARE					SH 16 < R			SPARE
12	BLACK/WHITE					SH 6 < FY			SH 11 < FY					SPARE			SPARE
13	RED/WHITE					SPARE			SPARE					SPARE			SPARE
14	GREEN/WHITE					SPARE			SPARE					SPARE			SPARE
15	BLUE/WHITE					SH 3 > Y			SH 8 > Y					SPARE			SPARE
16	BLACK/RED					SPARE			SPARE					SH 16 < FY			SPARE
17	WHITE/RED					SPARE			SPARE					SPARE			SPARE
18	ORANGE/RED					SH 3 > G			SH 8 > G					SPARE			SPARE
19	BLUE/RED					SPARE			SPARE					SPARE			SPARE
20	RED/GREEN					SPARE			SPARE					SPARE			SPARE

APPROV. | REVISION | DATE | No.

KITTELSON & ASSOCIATES

JOB: MIDLAND DEVELOPMENT SIGNAL
SHEET NO.: TS05
HIGHWAY: SH-158
COUNTY: MIDLAND
DIST: ODA
CONT: SECT: XX
DN: AAC CK: RAM
DW: AAC CK: RVS

PROFESSIONAL ENGINEER R.V. SCHULZE 37159 TEXAS

R.V. Schulze
7.24.2023

CABLE TERMINATION DETAIL
MIDLAND, TEXAS

SHEET NO. TS05
7/24/2023

(EAST LEG)

(WEST LEG)

NOTES

1. STREET NAME SIGNS SHALL BE DOUBLE SIDED, SOUTHERN ILLUMINATED SIGN CP818SRDNNAAD2 OR APPROVED EQUAL.
2. THE ILSN PANEL SHALL BE POLYCARBONATE WHITE, WITH GMI HUNTER GREEN CV300 FILM COLOR.
3. MOUNT ILSN ON SEPARATE ILSN ARM. FURNISH TWO OMB100FIX MOUNTING BRACKETS OR APPROVED EQUAL PER SIGN. MOUNTING BRACKETS SHALL BE SUBSIDIARY TO ITEM 6090.
4. CITY SHALL FURNISH ILSN SIGNS AND COORDINATE THE PROPER BLOCK NUMBERS TO BE INCLUDED ON THE STREET NAME SIGNS. THE CONTRACTOR SHALL INSTALL.

No.	DATE	REVISION	APPROV.

KITTELSON & ASSOCIATES

DN: AAC	CONT	SECT	JOB		
CK: RAM	XX	XX	MIDLAND DEVELOPMENT SIGNAL		
DW: AAC	DIST	COUNTY	HIGHWAY	SHEET NO.	
CK: RVS	ODA	MIDLAND	SH-158	TS06	

STATE OF TEXAS
R.V. SCHULZE
37159
LICENSED PROFESSIONAL ENGINEER

R.V. Schulze
7.24.2023

ILLUMINATED STREET NAME SIGN DETAILS

MIDLAND, TEXAS

SHEET NO. TS06

7/24/2023

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DATE:
FILE:

FOUNDATION DESIGN TABLE

FDN TYPE	DRILLED SHAFT DIA	REINFORCING STEEL		EMBEDDED DRILLED SHAFT LENGTH-ft ④, ⑤, ⑥			ANCHOR BOLT DESIGN ①				FOUNDATION DESIGN LOAD ②		TYPICAL APPLICATION
		VERT BARS	SPIRAL & PITCH	TEXAS CONE PENETROMETER N blows/ft 10	15	40	ANCHOR BOLT DIA	Fy (ksi)	BOLT CIR DIA	ANCHOR TYPE	MOMENT K-ft	SHEAR Kips	
24-A	24"	4- #5	#2 at 12"	5.7	5.3	4.5	¾"	36	12 ¾"	1	10	1	Pedestal pole, pedestal mounted controller.
30-A	30"	8- #9	#3 at 6"	11.3	10.3	8.0	1 ½"	55	17"	2	87	3	Mast arm assembly. (see Selection Table)
36-A	36"	10- #9	#3 at 6"	13.2	12.0	9.4	1 ¾"	55	19"	2	131	5	Mast arm assembly. (see Selection Table) 30' strain pole with or without luminaire.
36-B	36"	12- #9	#3 at 6"	15.2	13.6	10.4	2"	55	21"	2	190	7	Mast arm assembly. (see Selection Table) Strain pole taller than 30' & strain pole with mast arm
42-A	42"	14- #9	#3 at 6"	17.4	15.6	11.9	2 ¼"	55	23"	2	271	9	Mast arm assembly. (see Selection Table)

NOTES:

① Anchor bolt design develops the foundation capacity given under Foundation Design Loads.

② Foundation Design Loads are the allowable moments and shears at the base of the structure.

③ Foundations may be listed separately or grouped according to similarity of location and type. Quantities are for the Contractor's information only.

④ Field Penetrometer readings at a depth of approximately 3 to 5 feet may be used to adjust shaft lengths.

⑤ If rock is encountered, the Drilled Shaft shall extend a minimum of two diameters into solid rock.

⑥ Decimal lengths in Design Table are to allow interpolation for other penetrometer values. Round to nearest foot for entry into Summary Table.

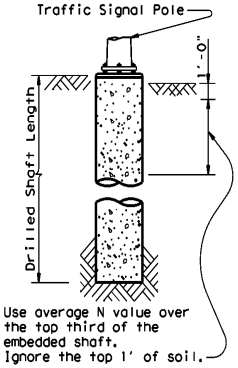
FOUNDATION SUMMARY TABLE ③

LOCATION IDENTIFICATION	AVG. N BLOW /ft.	FDN TYPE	NO. EA	DRILLED SHAFT LENGTH ⑥ (FEET) 24-A	30-A	36-A	36-B	42-A
TOTAL DRILLED SHAFT LENGTHS								

FOUNDATION SELECTION TABLE FOR STANDARD MAST ARM PLUS ILSN SUPPORT ASSEMBLIES (ft)

		FDN 30-A	FDN 36-A	FDN 36-B	FDN 42-A
80 MPH DESIGN WIND SPEED	MAX SINGLE ARM LENGTH	32'	48'		
	MAXIMUM DOUBLE ARM LENGTH COMBINATIONS	24' X 24'			
		28' X 28'			
		32' X 28'	32' X 32'		
			36' X 36'		
			40' X 36'		
			44' X 28'	44' X 36'	
100 MPH DESIGN WIND SPEED	MAX SINGLE ARM LENGTH		36'	44'	
	MAXIMUM DOUBLE ARM LENGTH COMBINATIONS		24' X 24'		
			28' X 28'		
			32' X 24'	32' X 32'	
				36' X 36'	
				40' x24'	40' X 36'
					44' x 36'

EXAMPLE:
1. For 80mph design wind speed, foundation 30-A can support up to a 32' arm with another arm up to 28'
2. For 100mph design wind speed, foundation 36-A can support a single 36' mast arm.

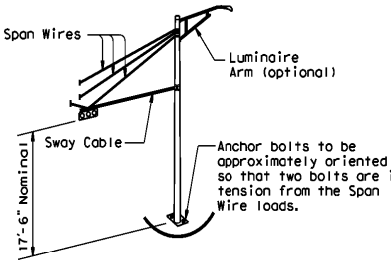


Use average N value over the top third of the embedded shaft. Ignore the top 1' of soil.

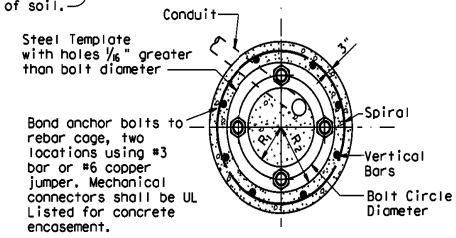
ANCHOR BOLT & TEMPLATE SIZES

BOLT DIA IN.	⑦ BOLT LENGTH	TOP THREAD	BOTTOM THREAD	BOLT CIRCLE	R2	R1
¾"	1'-6"	3"	—	12 ¾"	7 ⅛"	5 ⅝"
1 ½"	3'-4"	6"	4"	17"	10"	7"
1 ¾"	3'-10"	7"	4 ½"	19"	11 ¼"	7 ¾"
2"	4'-3"	8"	5"	21"	12 ½"	8 ½"
2 ¼"	4'-9"	9"	5 ½"	23"	13 ¾"	9 ¼"

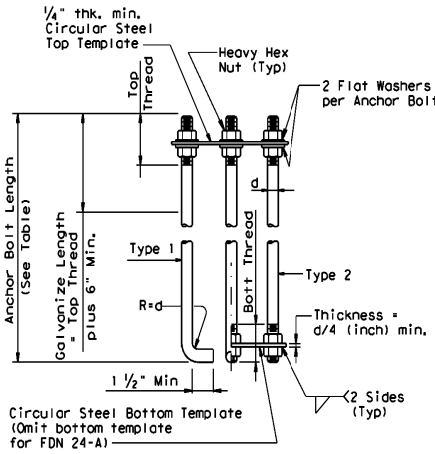
⑦ Min dimensions given, longer bolts are acceptable.



TYPICAL STRAIN POLE ASSEMBLY

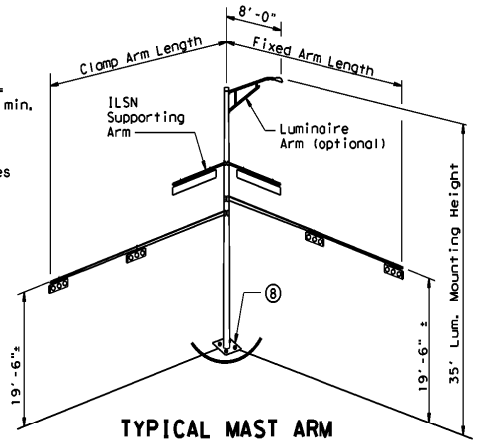


TOP VIEW



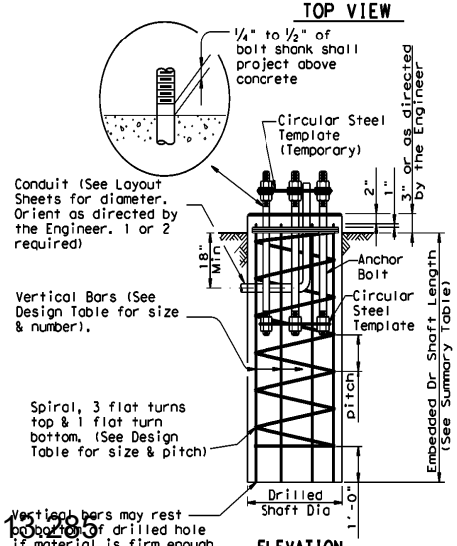
HOOKED ANCHOR (TYPE 1) **NUT ANCHOR (TYPE 2)**

ANCHOR BOLT ASSEMBLY



⑧ Orient anchor bolts orthogonal with the fixed arm direction to ensure that two bolts are in tension under dead load.

TYPICAL MAST ARM ASSEMBLY



ELEVATION

FOUNDATION DETAILS

GENERAL NOTES:

Design conforms to 1994 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals and interim revisions thereto.

Reinforcing steel shall conform to Item 440, "Reinforcing Steel".

Concrete shall be Class "C".

Threads for anchor bolts and nuts shall be rolled or cut threads of 8UN series up to 2" in diameter or UNC series for all sizes. Bolts and nuts shall have Class 2A and 2B fit tolerances. Galvanized nuts shall be tapped after galvanizing.

Anchor bolts that are larger than 1" in diameter shall conform to "alloy steel" or "medium-strength mild steel" per Item 449, "Anchor Bolts". Anchor bolts that are 1" in diameter or less shall conform to ASTM A36. Galvanize a minimum of the top end thread length plus 6" for all anchor bolts unless otherwise noted. Exposed washers and exposed nuts shall be galvanized. All galvanizing shall be in accordance with Item 445, "Galvanizing".

Templates and embedded nuts need not be galvanized. Lubricate and tighten anchor bolts when erecting the structure in accordance with Item 449, "Anchor Bolts".

Texas Department of Transportation
Traffic Operations Division

TRAFFIC SIGNAL POLE FOUNDATION

TS-FD-12

PACKET 10.1.3.3

October 10, 2023

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5-96	CONT	SECT	JOB	HIGHWAY
11-98				
1-12	DIST	COUNTY		SHEET NO.

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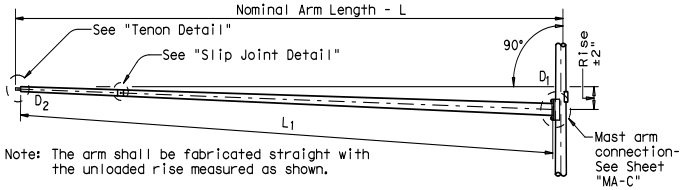
Arm Length	ROUND POLES					POLYGONAL POLES					Foundation Type
	D_B	D_{19}	D_{24}	D_{30}	① thk	D_B	D_{19}	D_{24}	D_{30}	① thk	
ft.	in.	in.	in.	in.	in.	in.	in.	in.	in.	in.	
20	10.5	7.8	7.1	6.3	.179	11.5	8.5	7.7	6.8	.179	30-A
24	11.0	8.3	7.6	6.8	.179	12.0	9.0	8.2	7.3	.179	30-A
28	11.5	8.8	8.1	7.3	.179	12.5	9.5	8.7	7.8	.179	30-A
32	12.5	9.8	9.1	8.3	.179	12.0	9.0	8.2	7.3	.239	30-A
36	12.0	9.3	8.6	7.8	.239	12.5	9.5	8.7	7.8	.239	36-A
40	12.0	9.3	8.6	7.8	.239	13.5	10.5	9.7	8.8	.239	36-A
44	12.5	9.8	9.1	8.3	.239	14.0	11.0	10.2	9.3	.239	36-A
48	13.0	10.3	9.6	8.8	.239	15.0	12.0	11.2	10.3	.239	36-A

Arm Length	ROUND ARMS					POLYGONAL ARMS				
	L_1	D_1	D_2	① thk	Rise	L_1	D_1	② D_2	① thk	Rise
ft.	ft.	in.	in.	in.		ft.	in.	in.	in.	
20	19.1	6.5	3.8	.179	1'-9"	19.1	7.0	3.5	.179	1'-8"
24	23.1	7.5	4.3	.179	1'-10"	23.1	7.5	3.5	.179	1'-9"
28	27.1	8.0	4.2	.179	1'-11"	27.1	8.0	3.5	.179	1'-10"
32	31.0	9.0	4.7	.179	2'-1"	31.0	9.0	3.5	.179	2'-0"
36	35.0	9.5	4.6	.179	2'-4"	35.0	10.0	3.5	.179	2'-1"
40	39.0	9.5	4.1	.239	2'-8"	39.0	9.5	3.5	.239	2'-3"
44	43.0	10.0	4.1	.239	2'-11"	43.0	10.0	3.5	.239	2'-6"
48	47.0	10.5	4.1	.239	3'-4"	47.0	11.0	3.5	.239	2'-9"

D_B = Pole Base O.D.
D_{19} = Pole Top O.D. with no Luminaire and no ILSN
D_{24} = Pole Top O.D. with ILSN w/out Luminaire
D_{30} = Pole Top O.D. with Luminaire
D_1 = Arm Base O.D.
D_2 = Arm End O.D.
L_1 = Shaft Length
L = Nominal Arm Length

① Thickness shown are minimums, thicker materials may be used.

② D_2 may be increased by up to 1" for polygonal arms.



Note: The arm shall be fabricated straight with the unloaded rise measured as shown.

TRAFFIC SIGNAL ARM

(Fixed Mount)

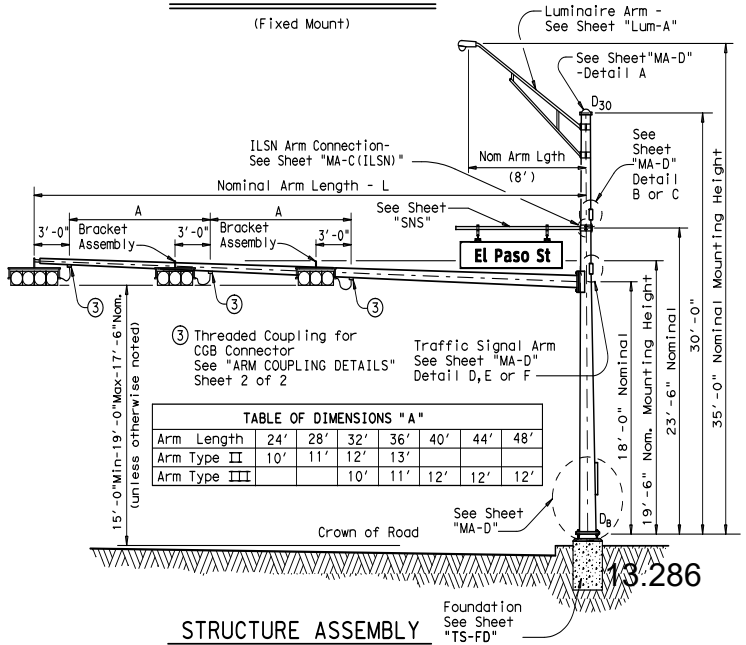


TABLE OF DIMENSIONS "A"							
Arm Length	24'	28'	32'	36'	40'	44'	48'
Arm Type II	10'	11'	12'	13'			
Arm Type III			10'	11'	12'	12'	12'

STRUCTURE ASSEMBLY

SHIPPING PARTS LIST

Ship each pole with the following attached: enlarged hand hole, pole cap, fixed-arm connection bolts and washers and any additional hardware listed in the table.

Nominal Arm Length	30' Poles With Luminaire		24' Poles With ILSN		19' Poles With No Luminaire and No ILSN	
	Above hardware plus: One (or two if ILSN attached) small hand hole, clamp-on simplex		Above hardware plus one small hand hole		See note above	
ft	Designation	Quantity	Designation	Quantity	Designation	Quantity
20	20L-80		20S-80		20-80	
24	24L-80		24S-80		24-80	
28	28L-80		28S-80		28-80	
32	32L-80		32S-80		32-80	
36	36L-80		36S-80		36-80	
40	40L-80		40S-80		40-80	
44	44L-80		44S-80		44-80	
48	48L-80		48S-80		48-80	

Traffic Signal Arms (1 per Pole) Ship each arm with the listed equipment attached

Nominal Arm Length	Type I Arm (1 Signal) 1 CGB connector		Type II Arm (2 Signals) 1 Bracket Assembly and 2 CGB Connectors		Type III Arm (3 Signals) 2 Bracket Assemblies and 3 CGB Connectors	
ft	Designation	Quantity	Designation	Quantity	Designation	Quantity
20	20I-80					
24	24I-80		24II-80			
28	28I-80		28II-80			
32			32II-80		32III-80	
36			36II-80		36III-80	
40					40III-80	
44					44III-80	
48					48III-80	

Luminaire Arms (1 per 30' pole)

Nominal Arm Length	Quantity
8' Arm	

ILSN Arm (Max. 2 per pole) Ship with clamps, bolts and washers

Nominal Arm Length	Quantity
7' Arm	
9' Arm	

Anchor Bolt Assemblies (1 per pole)

Anchor Bolt Diameter	Anchor Bolt Length	Quantity
1 ½"	3'-4"	
1 ¾"	3'-10"	

Each anchor bolt assembly consists of the following: Top and Bottom templates, 4 anchor bolts, 8 nuts, 8 flat washers, and 4 nut anchor devices (Type 2) per Standard Drawing "TS-FD".

Templates may be removed for shipment.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC SIGNAL SUPPORT STRUCTURES

SINGLE MAST ARM ASSEMBLY

(80 MPH WIND ZONE)

SMA-80(1)-12

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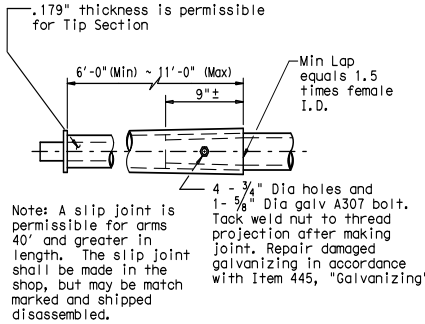
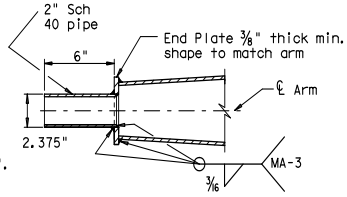


SLIP JOINT DETAIL



TENON DETAIL

VIBRATION WARNING

Mast Arms of SMA and DMA structures and clamp-on Arms of LMA structures of approximately 40 ft or longer are subject to harmonic vertical vibrations in light wind conditions due to the aeroelastic characteristics of a few of the myriads of possible combinations of the following: signal numbers, weights and positions; existence/solidity of backplates; presence of additional attachments to the arm, such as signs and cameras; arm-wind orientation; and arm-pole stiffness.

Such vibrations may cause fatigue damage to the structure and may lead to galloping in moderate wind conditions which may further damage the structure and alarm the public. Tests have indicated that when wind is blowing toward the back side of signal heads having un-vented backplates attached the probability of unacceptable harmonic vibration and/or galloping is rather high.

If backplates are not required for improved visibility they should not be applied to the signal heads or, if they must be applied, they should be vented as a first and inexpensive measure to mitigate vibrations.

The traffic signal mast arms shall be visually inspected in 5 to 20 mph wind conditions after installation of signal heads and any attachments, including any required backpates. If vertical movements with a total excursion (maximum upward excursion to maximum downward excursion) of more than approximately 8" are observed at the arm tip, a damping plate shall be fitted to the arm. See "Damping Plate Mounting Details" on standard sheet, MA-DPD-10.

This visual inspection shall be repeated after each modification of the structure that could affect its aeroelastic response. Excessive vibrations shall not be allowed to continue for more than two days.

Stainless steel bands (or Cables) and cast bracket as in "Astro-Brac", "Sky Bracket" or "Easy Bracket" with 1 ½" Dia Threaded Coupling.

BRACKET ASSEMBLY

GENERAL NOTES:

Design conforms to 1994 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals and Interim Specifications thereto. Design Wind Speed equals 80 mph plus a 1.3 gust factor.

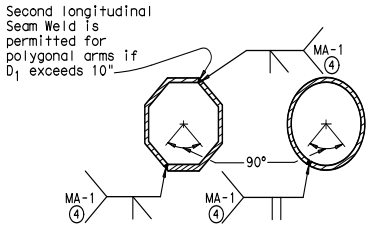
Poles are designed to support one 8'-0" luminaire arm, one 9'-0" internally lighted street name sign and one traffic signal arm with a length as tabulated. The specified luminaire load applied at the end of the luminaire arm equals 60 lbs vertical dead load plus the horizontal wind load on an effective projected area of 1.6 sq ft. The specified internally lighted street name sign load applied 4.5 ft from the centerline of the pole equals 85 lbs vertical dead load plus horizontal wind load on an effective projected area of 11.5 sq ft. The specified signal load applied at the end of the traffic signal arm equals 180 lbs vertical dead load plus the horizontal wind load on an effective projected area of 32.4 sq ft (actual area times drag coefficient).

See Standard Sheet "MA-D" for pole details, "MA-C" for traffic signal arm connection details, "MA-C (ILSN)" for internally lighted street name sign arm connection details, "LUM-A" for luminaire arm and connection details, "SNS" for internally lighted street name sign details, and "TS-FD" for anchor bolt and foundation details. See "MA-C" for material specifications.

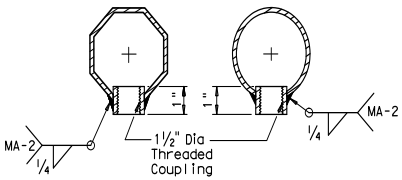
Fabrication shall be in accordance with Item 686, "Traffic Signal Pole Assemblies (Steel)" and with the details, dimensions, and weld procedures shown herein. Weld references call for preapproved weld procedures which the Fabricator must obtain prior to fabrication. Materials, fabrication tolerances, and shipping practices shall meet the requirements of this sheet and Item 686, "Traffic Signal Pole Assemblies (Steel)".

Unless otherwise noted, all parts shall be galvanized in accordance with Item 445, "Galvanizing", after fabrication.

Deviation from the details and dimensions shown herein require submission of shop drawings in accordance with Item 441, "Steel Structures". Alternate designs are not acceptable.



ARM WELD DETAIL



ARM COUPLING DETAILS

④ 60% Min. penetration 100% pemetration within 6" of circumferential base welds.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC SIGNAL SUPPORT STRUCTURES

SINGLE MAST ARM ASSEMBLY

(80 MPH WIND ZONE)

SMA-80(2)-12

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DN: MS	CK: JSY	DW: MMF	CK: JSY
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1-12				
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DATE:
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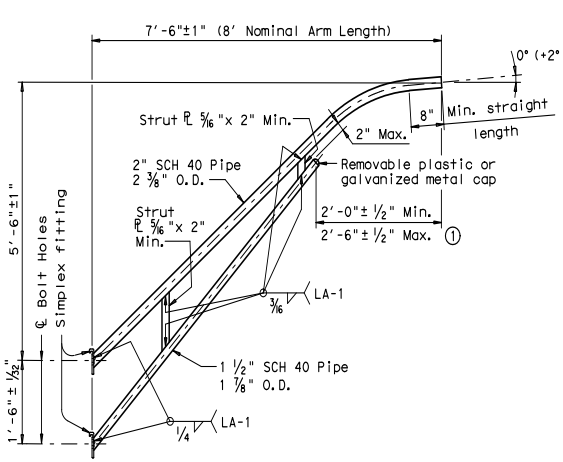
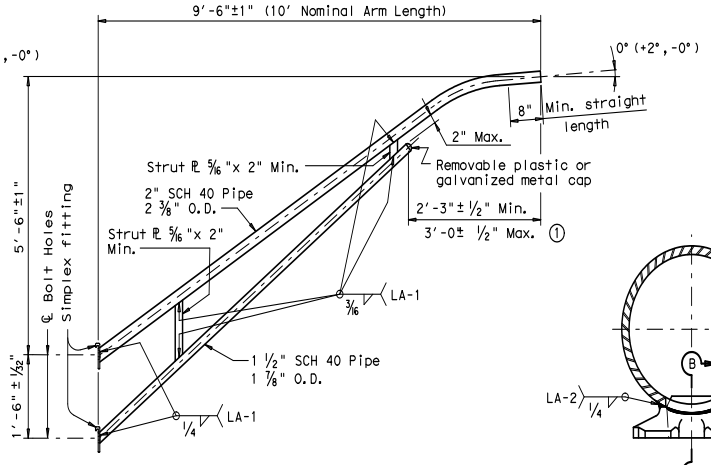
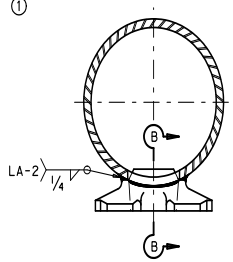
MATERIALS	
Pole or Arm Simplex	ASTM A27 Gr.65-35 or A148 Gr.80-50, A576 Gr.1021 ③, or A36 (Arm only)
Arm Pipes	ASTM A53 Gr.B, A501, A1008 HSLAS-F Gr.50 ④, or A1011 HSLAS-F Gr.50 ④
Arm Strut Plates ②	ASTM A36, A572 Gr.50 ④, or A588
Misc.	ASTM designations as noted



8-FOOT LUMINAIRE ARM



10-FOOT LUMINAIRE ARM



DIRECT ATTACHMENT DETAIL

① Dimensional limits are given to show acceptable variation in design. All of a Fabricator's production of a particular arm length shall have the same dimensions within specified tolerances.

② Any of the materials listed for plates may be used where the drawings do not specify a particular ASTM designation.

③ A576 must be suitable for forging and also meet minimum tensile strength of 65 ksi, minimum yield of 35 ksi, and elongation in 2 inches of 22 percent.

④ ASTM A572, A1008 HSLAS-F, and A1011 HSLAS-F may have higher yield strengths but shall not have less elongation than the grade indicated.

GENERAL NOTES:

Design conforms to 1994 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals and Interim Revisions thereto. Design Wind Speed equals 90 mph plus a 1.3 gust factor. Arms are designed to support a 60 lb. luminaire having an effective projected area (actual area times drag coefficient) of 1.6 sq. ft.

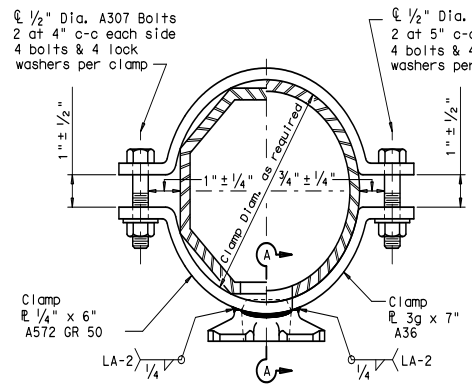
Materials and fabrication shall be in accordance with Item 686, "Traffic Signal Pole Assemblies (Steel)" and with the details, dimensions, and weld procedures shown herein. Weld references call for preapproved weld procedures which the Fabricator must obtain prior to fabrication. In the absense of specified Fabricaton tolerances, dimensions shall be within the tolerances generally obtainable in normal fabrication practice.

Unless otherwise noted, all parts shall be galvanized after fabrication in accordance with Item 445, "Galvanizing".

Deviation from the details and dimensions shown herein require submission of shop drawings in accordance with Item 441, "Steel Structures". Alternate designs are not acceptable.

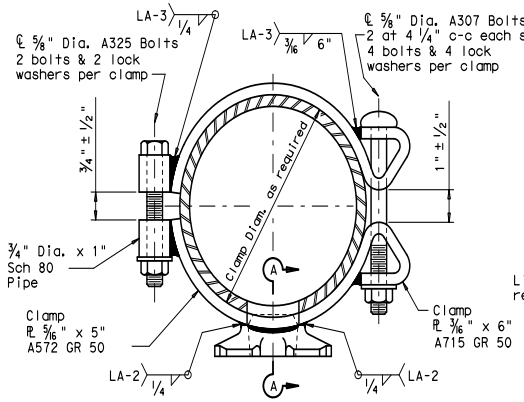
Each pole simplex fitting shall be supplied with 2 ASTM A325 bolts and 2 lock washers of the size specified. The bolts and lock washers shall be secured to the pole with the other hardware items called for in the plans. When clamp attachment is specified, the Fabricator shall ship the clamp assembly securely attached to the pole at the location shown on the plans.

If clamp assemblies are ordered without poles, the Fabricator shall ship one upper and one lower clamp assembly together in a single package, including all nuts and washers required for the clamps and simplex fittings.



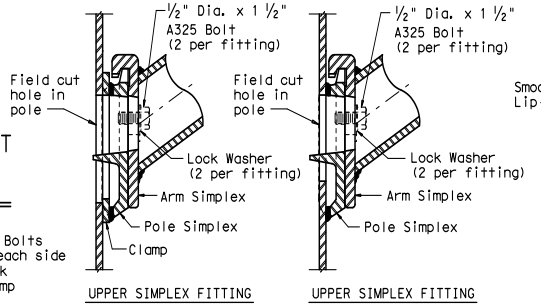
CLAMP ATTACHMENT DETAIL NO.1 (HALF SECTION)

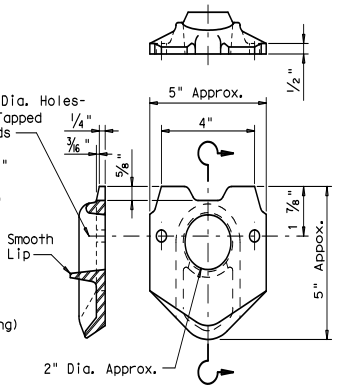
CLAMP ATTACHMENT DETAIL NO.2 (HALF SECTION)



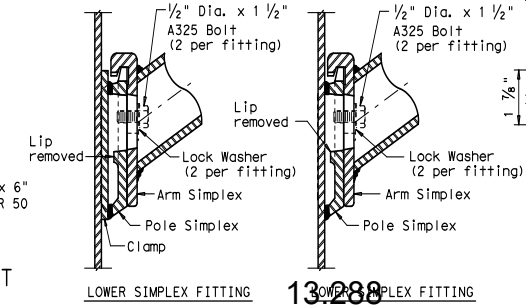
CLAMP ATTACHMENT DETAIL NO.3 (HALF SECTION)

CLAMP ATTACHMENT DETAIL NO.4 (HALF SECTION)



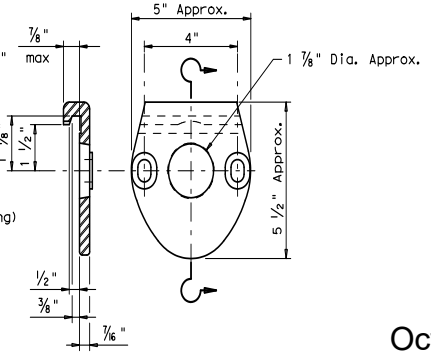


POLE SIMPLEX DETAIL



SECTON A-A

SECTON B-B



ARM SIMPLEX DETAIL

Texas Department of Transportation
Traffic Operations Division

STANDARD ASSEMBLY DRAWINGS FOR LUMINAIRE SUPPORT STRUCTURES

ARM DETAILS

LUM-A-12

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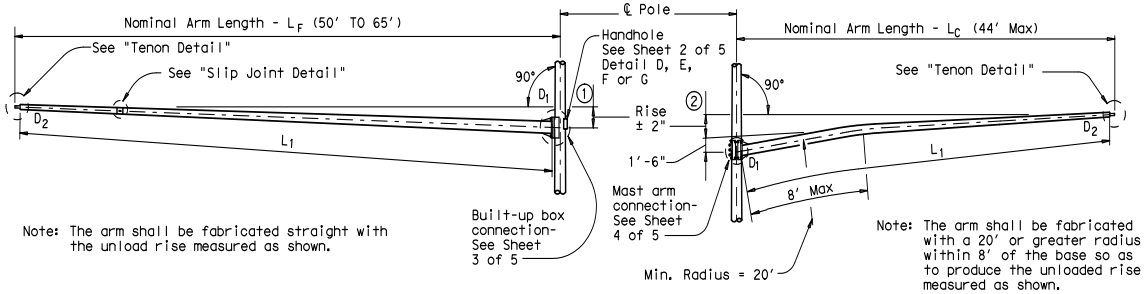
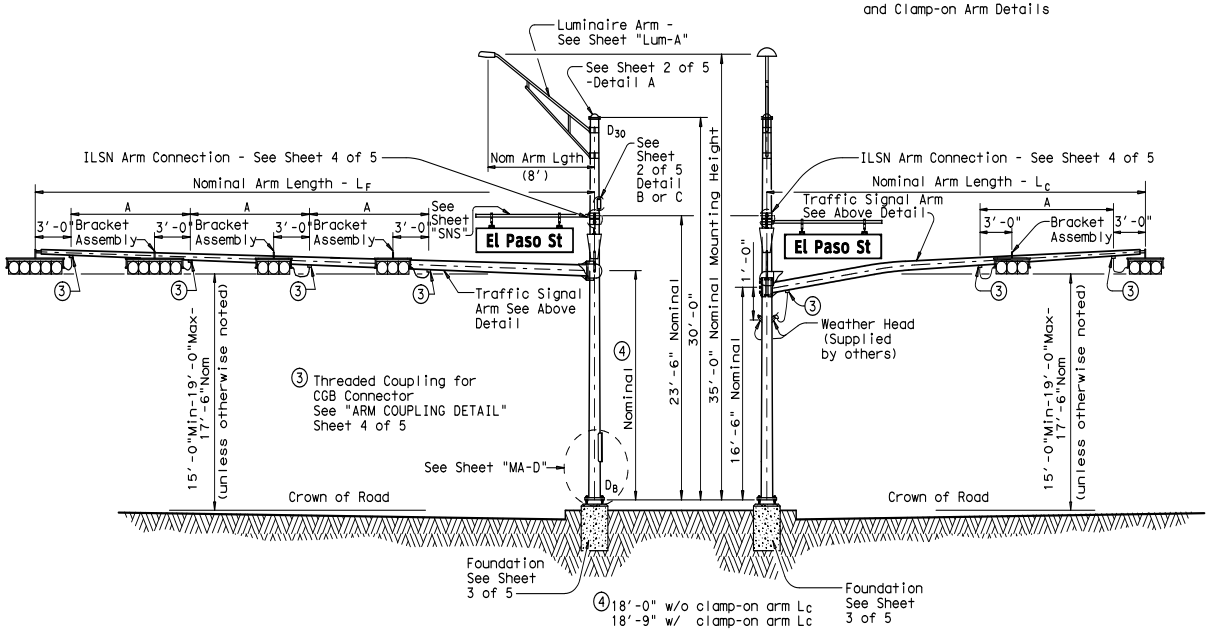


FIXED MOUNT TRAFFIC SIGNAL ARM

(1) See Sheet 3 of 5 for Arm Rise

CLAMP-ON TRAFFIC SIGNAL ARM (IF REQUIRED)

(2) See Sheet 4 of 5 for Arm Rise and Clamp-on Arm Details

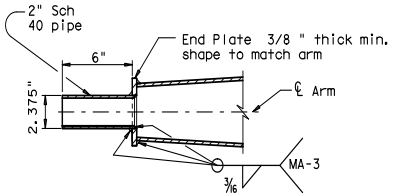


ELEVATION
(Showing fixed mount arm)

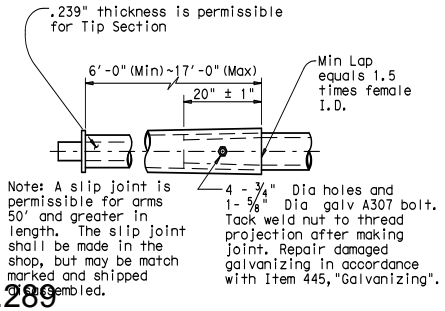
STRUCTURE ASSEMBLY

ELEVATION
(Showing clamp-on arm)

TABLE OF DIMENSIONS "A"										
Arm Length	24'	28'	32'	36'	40'	44'	50'	55'	60'	65'
Arm Type II	10'	11'	12'	13'						
Arm Type III			10'	11'	12'	12'				
Arm Type IV							12'	12'	12'	12'



TENON DETAIL



Note: A slip joint is permissible for arms 50' and greater in length. The slip joint shall be made in the shop, but may be match marked and shipped disassembled.

SLIP JOINT DETAIL (FIXED MOUNT ARM)

GENERAL NOTES:

Design conforms to 1994 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals and Interim Specifications thereto. Design Wind Speed can be either 100 mph or 80 mph plus a 1.3 gust factor. If clamp-on traffic signal is required, designs are based on an arm included angle of 90 degrees or more. Angles of less than approximately 75 degrees will require a special design.

Poles are designed to support one 8'-0" luminaire arm, two 9'-0" internally lighted street name (ILSN) signs and two traffic signal arms with limited length combinations.

Each arm with its related attachment is shown below

Arm	Equivalent DL (5)	WL EPA (5)(6)
8' Luminaire Arm	Luminaire 60 lbs	1.6 sq ft
9' ILSN Arm	Sign 85 lbs	11.5 sq ft
50' to 65' Fixed Mount Arm	Signal Loads 310 lbs	52 sq ft
Up to 44' Clamp-on Arm	Signal Loads 180 lbs	32.4 sq ft

(5) Equivalent dead load plus horizontal wind load applied at the end of arm except ILSN arm, which applied 4.5' from the centerline of the pole.

(6) Effective projected area (actual area times drag coefficient) for the application of horizontal wind load.

Except as noted in Sheet 1 thru 5 of 5, other details not covered shall refer to Standard Sheet "MA-D" for pole details, "LUM-A" for luminaire arm and connection details, "SNS" for internally lighted street name sign details, and "TS-FD" for anchor bolt and foundation details.

Fabrication shall be in accordance with Item 686, "Traffic Signal Pole Assemblies (Steel)" and with the details, dimensions, and weld procedures shown herein. Weld references call for preapproved weld procedures which the Fabricator must obtain prior to fabrication. Material, fabrication tolerances, and shipping practices shall also meet the requirements of this sheet and Item 686, "Traffic Signal Pole Assemblies (Steel)".

Unless otherwise noted, all parts shall be galvanized in accordance with Item 445, "Galvanizing" after fabrication.

Deviations from the details and dimensions shown herein require submission of shop drawings in accordance with the Item 441, "Steel Structures". Alternate designs are not acceptable.

Installation of damping plate for the long mast arm is not recommended.

Provision of the bracket assembly used to support the traffic signal heads shall be under the direction of the Engineer for approval.

Design also conforms to NCHRP Report 412 for fatigue resistance except that there are no stiffeners at the base plate. TxDOT is conducting tests to determine if stiffeners at the base plate will or will not result in optimal performance; depending upon the results of the tests, poles may need a retrofit to ensure optimal fatigue performance.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC SIGNAL SUPPORT STRUCTURES
LONG MAST ARM ASSEMBLY (50 TO 65 FT) (80 AND 100 MPH WIND ZONE)
LMA(1)-12

Sheet 1 of 5

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131A

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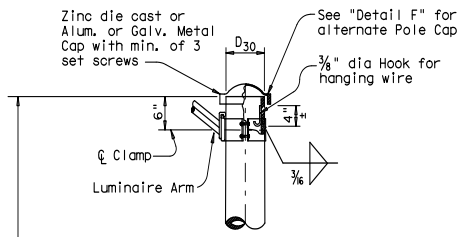
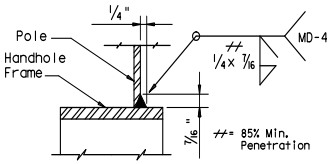
MATERIALS	
Round Shafts or Polygonal Shafts ⑦	ASTM A595 Gr.A, A588, A1008 HSLAS Gr.50 Class 2, A1011 HSLAS Gr.50 Class 2, A572 Gr.50 or A1011 SS Gr.50 ⑧
Plates ⑦	ASTM A36, A588, or A572 Gr.50
Connection Bolts	ASTM A325, or A449 except where noted
Pin Bolts	ASTM A325
Pipe ⑦	ASTM A53 Gr.B, A501, A1008 HSLAS-F Gr.50, A1011 HSLAS-F Gr.50
Misc. Hardware	Galvanized steel or stainless steel or as noted

⑦ ASTM A572, A1008 HSLAS, A1011 HSLAS, A1008 HSLAS-F, A1011 HSLAS-F, or A1011 SS may have higher yield strengths but shall not have less elongation than the grade indicated.

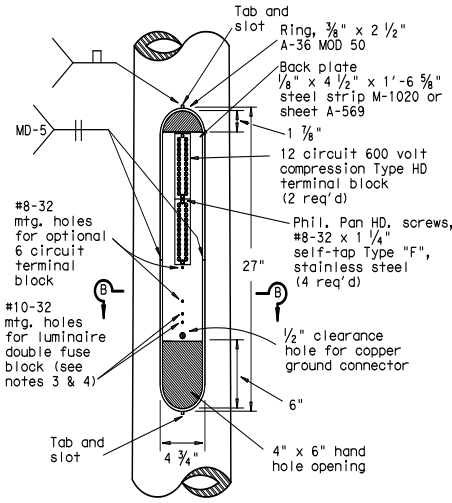
⑧ ASTM A1011 SS Gr.50 shall also have a minimum elongation of 18 percent in 8 inches or 23 percent in 2 inches. Material thickness in excess of those stipulated under A1011 SS will be acceptable providing the material meets all other A1011 SS requirements and the requirements of this item.



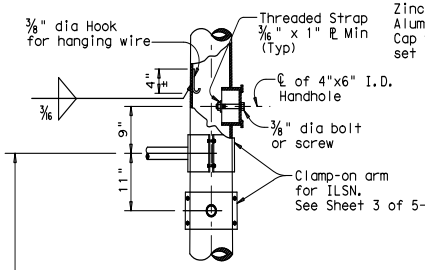
DETAIL A
(for pole with luminaire)



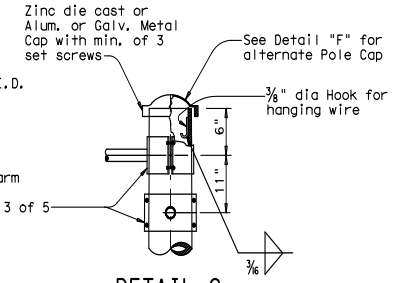
DETAIL H



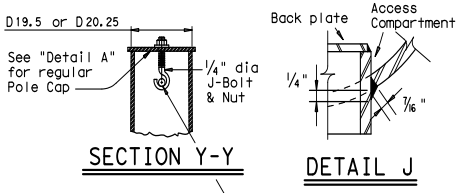
ACCESS COMPARTMENT



DETAIL B
(If ILSN applied)

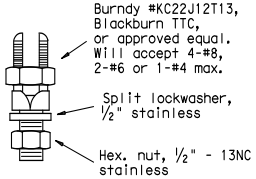


DETAIL C

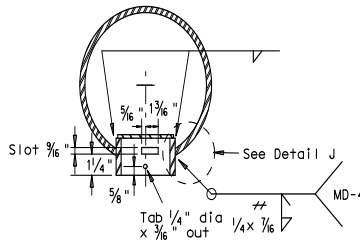


SECTION Y-Y

DETAIL J

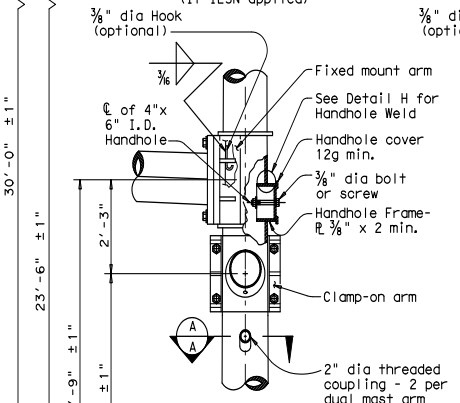


COPPER GROUND CONNECTOR

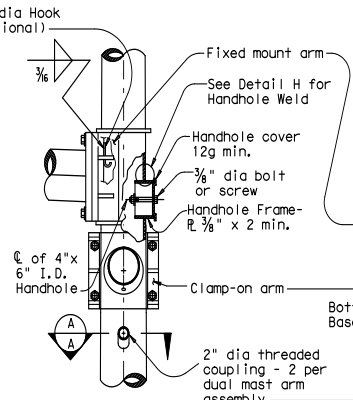


SECTION B-B

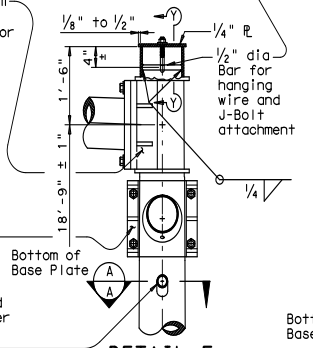
Opening for access compartment shall be no more than 1/16 inch wider than the access compartment itself.



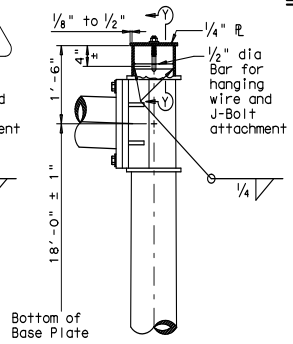
DETAIL D
(for 30' pole with luminaire and ILSN sign)



DETAIL E
(for 24' pole with ILSN sign and no luminaire, single or dual mast arm)



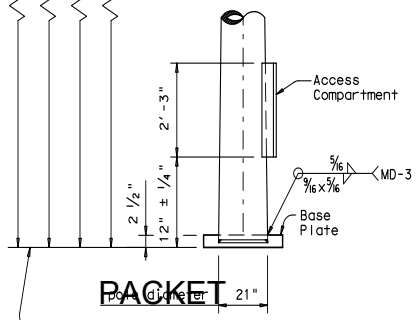
DETAIL F
(for 20.25' pole with no ILSN sign and no luminaire, dual mast arm)



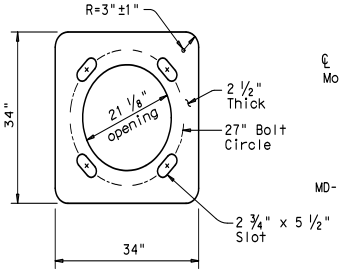
DETAIL G
(for 19.5' pole with no ILSN sign and no luminaire, single mast arm)

ACCESS COMPARTMENT NOTES:

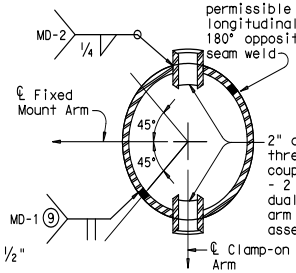
1. The cover shall be one piece formed from ABS plastic, shall be a pearl gray color, and shall be suitable for exposure to harsh sunlight and extreme weather. Cover shall latch with two screw latches and shall fit tightly to the enclosure ring to create a rainproof seal. Latch screws shall be 1/4-20 stainless flat socket head screws with tamper proof feature.
2. The pole manufacturer shall provide with each pole a separate kit consisting of: one cover with two latching assemblies, two terminal strips (Marathon #985GP12CU or approved equal), four #8-32 x 1 1/4" self tapping type "F" stainless steel pan head screws, and one ground connector (Blackburn TTC, Burndy KC22J12T13, or Ilsco SSS-5). The traffic signal contractor shall install the kit items in the field.
3. The screw hole spacing on the enclosure back plate shall be for two Marathon #985GP12 terminal strips, one Marathon #985GP06CU terminal strip, and one Bussmann #BM6032B fuse block.
4. Install one Bussmann #BM6032B, Littelfuse #L60030M-2C, or Ferraz-Shawmut #30352 fuse block for poles where luminaires are to be installed.



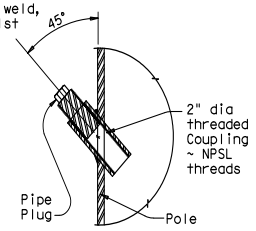
POLE ELEVATION



BASE PLATE



SECTION A-A



POLE COUPLING DETAIL

⑨ Longitudinal seam weld must be oriented within 90° (45° rotation each side) along the fixed mount arm. 60% min penetration required, 100% penetration within 6" of circumferential base weld.

Texas Department of Transportation
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TRAFFIC SIGNAL SUPPORT STRUCTURES

LONG MAST ARM ASSEMBLY (50 TO 65 FT) (80 AND 100 MPH WIND ZONE)

LMA(2)-12

Sheet 2 of 5

PACKET 13.2.2.1 October 10 2023

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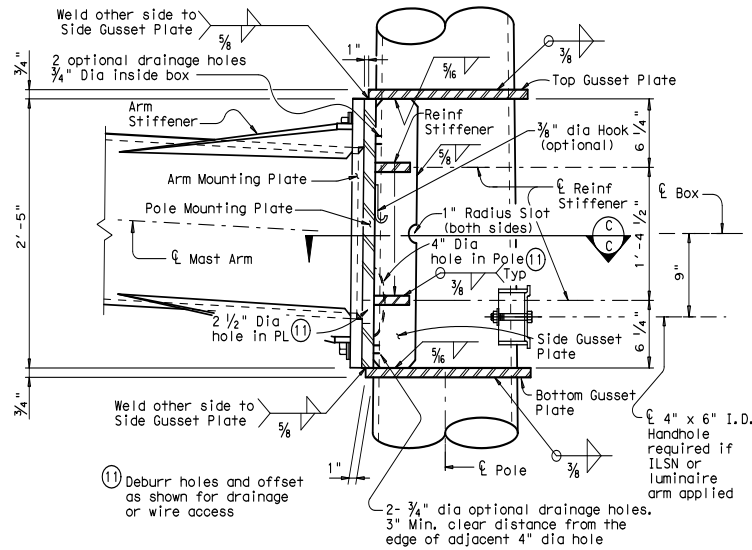
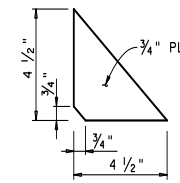
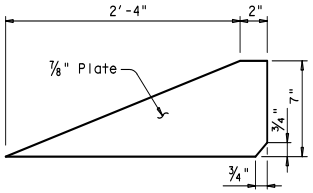


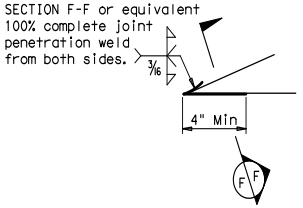
BUILT-UP BOX CONNECTION



REINFORCING STIFFENER

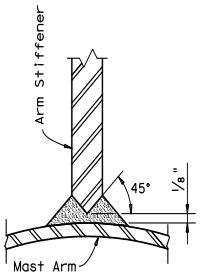


ARM STIFFENER
(Cut to match arm inclination and taper)



Only 4" length at tip of Arm Stiffener requires a complete joint penetration weld. Smooth weld radius to connect Stiffener. Only a fillet weld is required for the remaining weld length.

DETAIL "K"



SECTION F-F

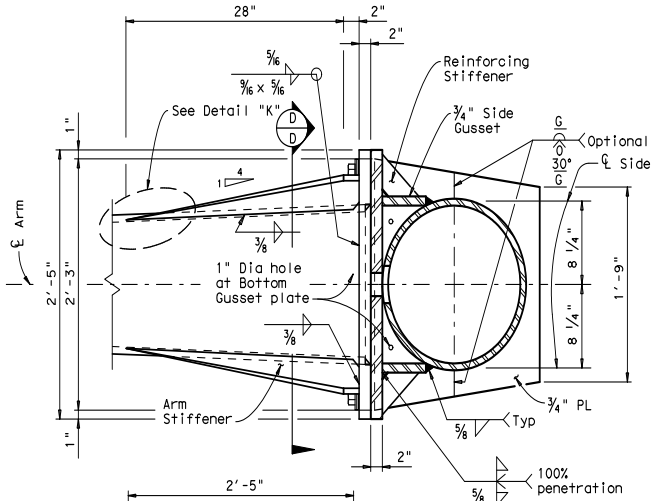
Fixed Mount Arm L_F	ROUND POLES (13)					Foundation Type
	D_B	$D_{19.5}$ or $D_{20.25}$	D_{24}	D_{30}	(12) thk	
ft.	in.	in.	in.	in.	in.	
50', 55' 60', 65'	21.0	18.2	17.6	16.8	.3125	48-A

Fixed Mount Arm L_F	ROUND ARMS (13)				Rise
	L_1	D_1	D_2	(12) thk	
ft.	ft.	in.	in.	in.	
50	49	18.5	11.7	.3125	3'- 3"
55	54	18.5	11.0	.3125	3'- 7"
60	59	18.5	10.3	.3125	3'-11"
65	64	18.5	9.6	.3125	4'- 4"

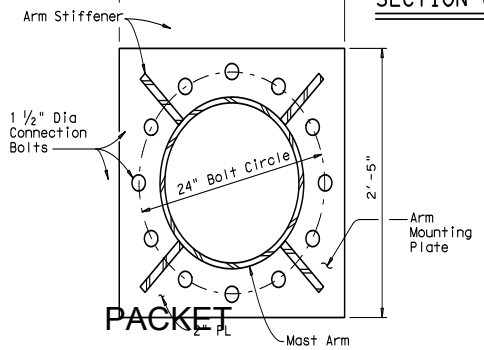
D_B = Pole Base O.D.
$D_{19.5}$ = Pole Top O.D. with no Luminaire and no ILSN (single mast arm)
$D_{20.25}$ = Pole Top O.D. with no Luminaire and no ILSN (dual mast arm)
D_{24} = Pole Top O.D. with ILSN w/out Luminaire
D_{30} = Pole Top O.D. with Luminaire
D_1 = Arm Base O.D.
D_2 = Arm End O.D.
L_1 = Shaft Length
L_F = Fixed Arm Length

(12) Thickness shown is minimum, thicker materials may be used.

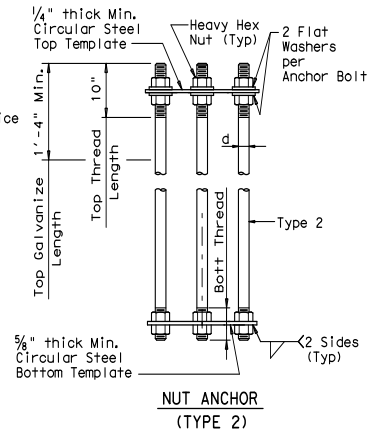
(13) Shaft profile 16-sided or 18-sided is considered to be equivalent to round section.



SECTION C-C

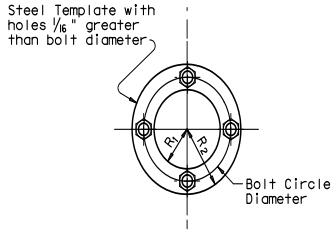


SECTION D-D



NUT ANCHOR
(TYPE 2)

ANCHOR BOLT ASSEMBLY



TEMPLATE DETAIL

GENERAL NOTES:

Built-up Box Connection: For the welded arm-to-pole connection as a build-up box configuration illustrated here is an example only, fabricators are required to submit a shop drawing of box connection for approval. The drawing shall specify the details of each box element, welds of arm-to-pole connection, arm-to-plate socket connection, and arm rise creation. Specify the proper location of drain holes along the pole. 2 1/2" dia hole in the pole mounting plate and 4" dia hole in the pole need to be aligned for wiring access or drainage. Arm stiffeners cut to match arm inclination and taper shall also be included.

The deviation from flat for either arm or pole mounting plate shall not exceed 3/32 in., which is measured along the center of mounting plate to a radial distance of 13.5 in. The deformed-from-flat connection between arm and pole mounting plates shall not be allowed if the center of both mounting plates cannot contact directly.

Fixed mount details are used for single mast arm assemblies and for the first arm on dual mast arm assemblies.

ANCHOR BOLT & TEMPLATE SIZE						
Bolt Dia in.	Length ‡	Top Thread	Bottom Thread	Bolt Circle	R_2	R_1
2 1/2"	5'-2"	10"	6 1/2"	27"	16"	11"

‡ Min dimension given, longer bolts are acceptable.

FOUNDATION DESIGN TABLE												
FDN TYPE	DRILLED SHAFT DIA	REINFORCING STEEL		DRILLED SHAFT LENGTH-ft (16), (17), (18)			ANCHOR BOLT DESIGN (14)				FOUNDATION DESIGN LOAD (15)		TYPICAL APPLICATION
		VERT BARS	SPIRAL & PITCH	TEXAS CONE PENETROMETER N blows/ft			ANCHOR BOLT DIA	Fy (ksi)	BOLT CIR DIA	ANCHOR TYPE	MOMENT K-ft	SHEAR Kips	
				10	15	40							
48-A	48"	20 #9	#4 at 6"	21.9	19.5	14.7	2 1/2"	55	27"	2	490	10	50' to 65' Mast arm assembly.

SEE SHEET "TS-FD" FOR ADDITIONAL DETAILS.

(14) Anchor bolt design develops the foundation capacity given under Foundation Design Loads.

(15) Foundation Design Loads are the allowable moments and shears at the base of the structure.

(16) Field Penetrometer readings at a depth of approximately 3 to 5 feet may be used to adjust shaft lengths.

(17) If rock is encountered, the Drilled Shaft shall extend a minimum of two diameters into solid rock.

(18) Decimal lengths in Design Table are to allow interpolation for other penetrometer values. Round to nearest foot for entry into Summary Table.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC SIGNAL SUPPORT STRUCTURES
LONG MAST ARM ASSEMBLY (50 TO 65 FT) (80 AND 100 MPH WIND ZONE)

Sheet 3 of 5 LMA(3)-12

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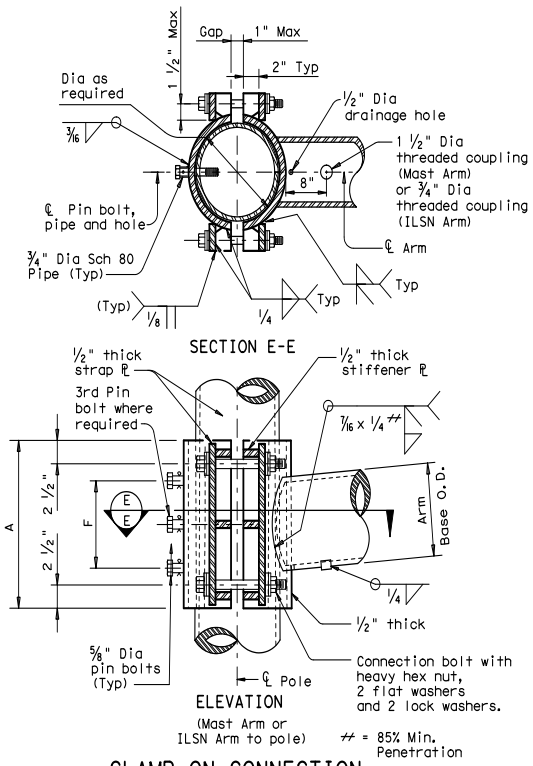


CLAMP-ON CONNECTION

80 MPH WIND

Clamp-on Arm Lc	ROUND ARMS					POLYGONAL ARMS				
	L_1	D_1	D_2	thk (12)	Rise	L_1	D_1	D_2	thk (12)	Rise
ft.	ft.	in.	in.	in.		ft.	in.	in.	in.	
20	19.1	6.5	3.8	.179	1′-9"	19.1	7.0	3.5	.179	1′-8"
24	23.1	7.5	4.3	.179	1′-10"	23.1	7.5	3.5	.179	1′-9"
28	27.1	8.0	4.2	.179	1′-11"	27.1	8.0	3.5	.179	1′-10"
32	31.0	9.0	4.7	.179	2′-1"	31.0	9.0	3.5	.179	2′-0"
36	35.0	9.5	4.6	.179	2′-4"	35.0	10.0	3.5	.179	2′-1"
40	39.0	9.5	4.1	.239	2′-8"	39.0	9.5	3.5	.239	2′-3"
44	43.0	10.0	4.1	.239	2′-11"	43.0	10.0	3.5	.239	2′-6"

100 MPH WIND

Clamp-on Arm Lc	ROUND ARMS					POLYGONAL ARMS				
	L_1	D_1	D_2	thk (12)	Rise	L_1	D_1	D_2	thk (12)	Rise
ft.	ft.	in.	in.	in.		ft.	in.	in.	in.	
20	19.1	8.0	5.3	.179	1′-8"	19.1	8.0	3.5	.179	1′-7"
24	23.1	9.0	5.8	.179	1′-9"	23.1	9.0	3.5	.179	1′-8"
28	27.1	9.5	5.7	.179	1′-10"	27.1	10.0	3.5	.179	1′-9"
32	31.0	9.5	5.2	.239	1′-11"	31.0	9.5	3.5	.239	1′-10"
36	35.0	10.0	5.1	.239	2′-0"	35.0	10.0	3.5	.239	1′-11"
40	39.0	10.5	5.1	.239	2′-3"	39.0	11.0	3.5	.239	2′-1"
44	43.0	11.0	5.1	.239	2′-8"	43.0	11.5	4.0	.239	2′-3"

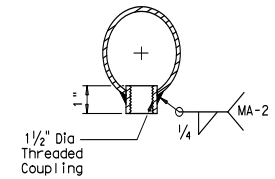
D1 = Arm Base O.D.
D2 = Arm End O.D.
L1 = Shaft Length
Lc = Clamp-on Arm Length

(12) Thickness shown is minimum, thicker materials may be used.

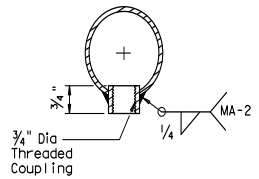
CLAMP-ON ARM CONNECTION

ILSN Arm Size		A	F	4 Conn. Bolts	⅝" Dia. Pin Bolts
Sch 40 pipe Dia	Thick			Dia	No.
in.	in.	in.	in.	in.	ea
3	.216	10	4	¾	2

Mast Arm Size		A	F	4 Conn. Bolts	⅝" Dia. Pin Bolts
Base Dia	Thick			Dia	No.
in.	in.	in.	in.	in.	ea
6.5	.179	12	6	1	2
7.5	.179	14	8	1	2
8.0	.179	14	8	1	2
9.0	.179	16	10	1	2
9.5	.179	18	12	1 ¼	3
9.5	.239	18	12	1 ¼	3
10.0	.239	18	12	1 ¼	3
10.5	.239	18	12	1 ¼	3
11.0	.239	18	12	1 ¼	3
11.5	.239	18	12	1 ¼	3



ARM COUPLING DETAIL



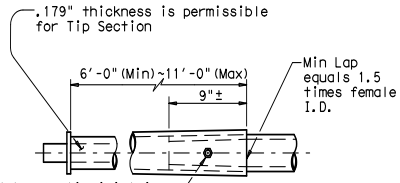
ILSN ARM COUPLING DETAIL

GENERAL NOTES:

Clamp-on details are used for the second arm on dual mast arm assemblies or ILSN arm support. For a clamp-on mast arm, a maximum 1 ½" wide vertical slotted hole may be cut in the front clamp plate to facilitate drainage during galvanizing. The slot shall be centered behind the arm and shall be no longer than the arm diameter minus 1". For an ILSN arm, a 1 ½" diameter hole shall be cut in the front clamp plate for wire access. A matched hole shall be field drilled through the pole to provide wire access after arm is oriented. Deburr both holes.

Where duplicate parts occur on a detail, welds shown for part shall apply to all similar parts on the detail.

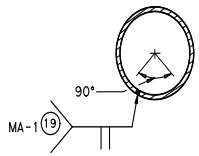
Pin bolts are required to prevent rotation of clamp-on arms under design wind forces. Pin bolts shall be ASTM A325 with threads excluded from the shear plane. Pin bolt and ¾" diameter pipe shall have ⅜" diameter holes for a ⅛" diameter galvanized cotter pin. Back clamp plate shall be furnished with a ¾" diameter hole for each pin bolt. An 11/16" diameter hole for each pin bolt shall be field drilled through the pole after arm orientations have been approved by the Engineer.



SLIP JOINT DETAIL (CLAMP-ON ARM)

Stainless steel bands (or Cables) and cast bracket as in "Astro-Brac", "Sky Bracket" or "Easy Bracket" with 1 ½" Dia Threaded Coupling.

BRACKET ASSEMBLY



ARM WELD DETAIL

(19) Longitudinal Seam Weld must be oriented within the lower 90° of the signal arm.
60% Min penetration
100% penetration within 6" of circumferential base welds.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC SIGNAL SUPPORT STRUCTURES
LONG MAST ARM ASSEMBLY (50 TO 65 FT) (80 AND 100 MPH WIND ZONE)

Sheet 4 of 5 LMA(4)-12

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DN: JK	CK: GRB	DW: FDN	CK: CAL
REVISIONS	CONT	SECT	JOB	HIGHWAY
4-20-01 1-12				
	DIST	COUNTY		SHEET NO.

131D

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Shipping Parts List

Ship each pole with the following attached: enlarged hand hole, pole cap, fixed arm connection bolts and washers, and any additional hardware listed in the table.

Nominal Arm Length	30′ Poles with Luminaire: See note above plus: one (or two if ILSN attached) small hand hole, clamp-on simplex	24′ Poles with ILSN: See note above plus one small hand hole	19.50′ (Single Mast Arm) 20.25′ (Dual Mast Arm) Poles with no Luminaire and no ILSN: See note above

Single Mast Arm

Lf ft.	Designation	Quantity	Designation	Quantity	Designation	Quantity
50	50L		50S		50	
55	55L		55S		55	
60	60L		60S		60	
65	65L		65S		65	

Dual Mast Arm

Lf ft.	Lc ft.	Designation	Quantity	Designation	Quantity	Designation	Quantity
50	20	5020L		5020S		5020	
	24	5024L		5024S		5024	
	28	5028L		5028S		5028	
	32	5032L		5032S		5032	
	36	5036L		5036S		5036	
	40	5040L		5040S		5040	
	44	5044L		5044S		5044	
55	20	5520L		5520S		5520	
	24	5524L		5524S		5524	
	28	5528L		5528S		5528	
	32	5532L		5532S		5532	
	36	5536L		5536S		5536	
	40	5540L		5540S		5540	
	44	5544L		5544S		5544	
60	20	6020L		6020S		6020	
	24	6024L		6024S		6024	
	28	6028L		6028S		6028	
	32	6032L		6032S		6032	
	36	6036L		6036S		6036	
	40	6040L		6040S		6040	
	44	6044L		6044S		6044	
65	20	6520L		6520S		6520	
	24	6524L		6524S		6524	
	28	6528L		6528S		6528	
	32	6532L		6532S		6532	
	36	6536L		6536S		6536	
	40	6540L		6540S		6540	
	44	6544L		6544S		6544	

Shipping Parts List

Traffic Signal Arms (Fixed Mount) (1 per pole)
Ship each arm with listed equipment attached

Nominal Arm Length ft.	Type IV Arm (4 Signals) 3 Bracket Assembly and 4 CGB Connectors: Designation	Quantity
50	50IV	
55	55IV	
60	60IV	
65	65IV	

Luminaire Arms (1 per 30′ pole)

Nominal Arm Length	Quantity
8′ Arm	

ILSN Arm (Max. 2 per pole) Ship with clamps, bolts and washers

Nominal Arm Length	Quantity
7′ Arm	
9′ Arm	

Traffic Signal Arms (80 MPH Clamp-On Mount) (1 per pole) Ship each arm with listed equipment attached

Nominal Arm Length ft.	Type I Arm (1 Signal) 2 CGB connector and 1 clamp w/bolts and washers: Designation	Quantity	Type II Arm (2 Signals) 1 Bracket Assembly and 3 CGB connectors, and 1 clamp w/bolts and washers: Designation	Quantity	Type III Arm (3 Signals) 2 Bracket Assembly and 4 CGB connectors, and 1 clamp w/bolts and washers: Designation	Quantity
20	20I-80					
24	24I-80		24II-80			
28	28I-80		28II-80			
32			32II-80		32III-80	
36			36II-80		36III-80	
40					40III-80	
44					44III-80	

Traffic Signal Arms (100 MPH Clamp-On Mount) (1 per pole) Ship each arm with listed equipment attached

Nominal Arm ft.	Type I Arm (1 Signal) 2 CGB connector and 1 clamp w/bolts and washers: Designation	Quantity	Type II Arm (2 Signals) 1 Bracket Assembly and 3 CGB connectors, and 1 clamp: Designation	Quantity	Type III Arm (3 Signals) 2 Bracket Assembly and 4 CGB connectors, and 1 clamp: Designation	Quantity
20	20I-100					
24	24I-100		24II-100			
28	28I-100		28II-100			
32			32II-100		32III-100	
36			36II-100		36III-100	
40					40III-100	
44					44III-100	

Anchor Bolt Assemblies (1 per pole)

Anchor Bolt Diameter	Anchor Bolt Length	Quantity
2 1/2 "	5′ - 3"	

Each anchor bolt assembly consists of the following: Top and bottom templates, 4 anchor bolts, 8 nuts, 8 flat washers and 4 nut anchor devices (type 2) per Standard Drawing "TS-FD". Templates may be removed for shipment.

Foundation Summary Table **

Location Ident.	Avg. N Blow/ft.	No. Each	Drill Shaft *** Length (feet) 48-A
Total Drill Shaft Length			

Notes

** Foundations may be listed separately or grouped according to similarity of location and type. Quantities are for the Contractor's information only.

*** Decimal lengths in Design Table are to allow interpolation for other penetrometer values. Round to nearest foot for entry into Summary Table.

Abbreviations

Lf= Fixed Arm Length
Lc= Clamp-on Arm Length (44′ Max.)

PACKET

13.293

October 10 2023

Texas Department of Transportation
Traffic Operations Division

LONG MAST ARM ASSEMBLY PARTS LIST

LMA(5)-12

Sheet 5 of 5

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DN: JK	CK: GRB	DW: FDN	CK: CAL

REVISIONS	CONT	SECT	JOB	HIGHWAY
4-20-01				
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GENERAL NOTES FOR ALL ELECTRICAL WORK

1. The location of all conduits, junction boxes, ground boxes, and electrical services is diagrammatic and may be shifted to accommodate field conditions.

2. Provide new and unused materials. Ensure that all materials and installations comply with the applicable articles of the National Electrical Code (NEC), TxDOT standards and specifications, National Electrical Manufacturers Association (NEMA), and are listed by Underwriters Laboratories (UL) or a Nationally Recognized Testing Lab (NRTL). NRTLs such as Canadian Standard Association (CSA), Intertek Testing Services NA Inc., or FM Approvals LLC can be considered equivalent to UL. Where reference is made to NEMA listed devices, International Electrotechnical Commission (IEC) listed devices will not be considered an acceptable equal to a NEMA listed device. Acceptable devices may have both a NEMA and IEC listing. Faulty fabrication or poor workmanship in any material, equipment, or installation is justification for rejection. Replace or reinstall rejected material or equipment at no additional cost to the Department.

3. Miscellaneous nuts, bolts and hardware, except for high strength bolts, may be stainless steel when plans specify galvanized, provided the bolt size is ½ in. or less in diameter.

4. Provide the following test equipment as required by the Engineer to confirm compliance with the contract and the NEC: voltmeter, ammeter, megohm meter (1000 volt DC), ground resistance tester, torque wrenches, and torque screwdrivers. Ensure all equipment has been properly calibrated within the last year. Provide calibration certification to the Engineer upon request. Operate test equipment during inspection as requested by the Engineer.

5. Install grounding as shown on the plans and in accordance with the NEC. Ensure all metallic conduits; metal poles; luminaires; and metal enclosures are bonded to the equipment grounding conductor. Provide stranded bare copper or green insulated grounding conductors. Ground rods, connectors, and bonding jumpers are subsidiary to the various bid items.

6. When required by the Engineer, notify the Department in writing of materials from the Material Producers List (MPL) intended for use on each project. Prequalified materials are listed on the MPL on TxDOT's website under "Roadway Illumination and Electrical Supplies." No substitutions will be allowed for materials on this list.

CONDUIT

A. MATERIALS

1. Provide conduit, junction boxes, fittings, and hardware as per TxDOT Departmental Material Specification (DMS) 11030 "Conduit" and Item 618 "Conduit" of TxDOT's "Standard Specifications For Construction And Maintenance Of Highways, Streets, And Bridges," latest edition. Provide conduits listed under Item 618 on the MPL under "Roadway Illumination and Electrical Supplies." Provide conduit types according to the descriptive code or as shown on the plans. Do not substitute other types of conduits for those shown. Provide liquidtight flexible metal conduit (LFMC) when flexible conduit is called for on galvanized steel rigid metallic conduit (RMC) systems. Provide liquidtight flexible nonmetallic conduit (LFNC) when flexible conduit is called for on polyvinyl chloride (PVC) systems.

2. Provide galvanized steel RMC for all exposed conduits, unless otherwise shown on the plans. Properly bond all metal conduits.

3. Unless otherwise shown on the plans, provide junction boxes with a minimum size as shown in the following table, which applies to the greatest number of conductors entering the box through one conduit with no more than four conduits per box. When a mixture of conductor sizes is present, count the conductors as if all are of the larger size. For situations not applicable to the table, size junction boxes in accordance with NEC.

AWG	3 CONDUCTORS	5 CONDUCTORS	7 CONDUCTORS
#1	10" x 10" x 4"	12" x 12" x 4"	16" x 16" x 4"
#2	8" x 8" x 4"	10" x 10" x 4"	12" x 12" x 4"
#4	8" x 8" x 4"	10" x 10" x 4"	10" x 10" x 4"
#6	8" x 8" x 4"	8" x 8" x 4"	10" x 10" x 4"
#8	8" x 8" x 4"	8" x 8" x 4"	8" x 8" x 4"

4. Junction boxes with an internal volume of less than 100 cu. in. and supported by entering raceways must have threaded entries or hubs identified for the intended purpose and supported by connection of two or more rigid metal conduits. Secure conduit within 3 ft. of the enclosure or within 18 in. of the enclosure if all conduit entries are on the same side. Mechanically secure all junction boxes with an internal volume greater than 100 cu. inches.

5. Provide hot dipped galvanized cast iron or sand cast aluminum outlet boxes for junction boxes containing only 10 AWG or 12 AWG conductors. Do not use die cast aluminum boxes. Size outlet boxes according to the NEC.

6. Do not use intermediate metal conduit (IMC) or electrical metallic tubing (EMT) unless specifically required by the plan sheets. When EMT is called for, provide junction boxes made from galvanized steel sheeting, listed and approved for outdoor use, unless otherwise noted on the plans. Size all galvanized steel junction boxes in accordance with the NEC. Provide junction boxes for IMC conduit systems that meet the same requirements for junction boxes used with RMC systems.

7. Provide PVC junction boxes intended for outdoor use on PVC conduit systems, unless otherwise noted on the plans.

8. Provide PVC elbows in PVC conduit systems, unless otherwise shown on the plans. Use only a flat, high tensile strength polyester fiber pull tape for pulling conductors through the PVC conduit system. When galvanized steel RMC elbows are specifically called for in the plans and any portion of the RMC elbow is buried less than 18 in., ground the RMC elbow by means of a grounding bushing on a rigid metal extension. Grounding of the rigid metal elbow is not required if the entire RMC elbow is encased in a minimum of 2 in. of concrete. PVC extensions are allowed on these concrete encased rigid metal elbows. RMC or PVC elbows are subsidiary to various bid items.

9. When required, provide High-Density Polyethylene (HDPE) conduit with factory installed internal conductors according to Item 622 "Duct Cable." At the Contractor's request and with approval by the Engineer, substitute HDPE conduit with no conductors for bored schedule 40 or schedule 80 PVC conduit bid under Item 618. Ensure bored HDPE substituted for PVC is schedule 40 and of the same size PVC called for in the plans. Ensure the substituted HDPE meets the requirements of Item 622, except that the conduit is supplied without factory-installed conductors. Make the transition of the HDPE conduit to PVC (or RMC elbow when required) at the bore pit. Provide conduit of the size and schedule as shown on the plans. Do not extend substituted conduit into ground boxes or foundations. Provide PVC or galvanized steel RMC elbows as called for at all ground boxes and foundations.

10. Use two-hole straps when supporting 2 in. and larger conduits. On electrical service poles, properly sized stainless steel or hot dipped galvanized one-hole standoff straps are allowed on the service riser conduit.

B. CONSTRUCTION METHODS

1. Provide and install expansion joint conduit fittings on all structure-mounted conduits at the structure's expansion joints to allow for movement of the conduit. In addition, provide and install expansion joint fittings on all continuous runs of galvanized steel RMC conduit externally exposed on structures such as bridges at maximum intervals of 150 ft. When requested by the project Engineer, supply manufacturer's specification sheet for expansion joint conduit fittings. Repair or replace expansion joint fittings that do not allow for movement at no additional cost to the Department. Provide the method of determining the amount of expansion to the Engineer upon request. Do not use LFMC or LFNC as a substitute for the required expansion conduit fittings.

2. Space all conduit supports at maximum intervals of 5 ft. Install conduit spacers when attaching metal conduit to surface of concrete structures. See "Conduit Mounting Options" on ED(2). Install conduit support within 3 ft. of all enclosures and conduit terminations.

3. Do not attach conduit supports directly to pre-stressed concrete beams except as shown specifically in the plans or as approved by the Engineer.

4. Unless otherwise shown on the plans, jack or bore conduit placed beneath existing roadways, driveways, sidewalks, or after the base or surfacing operation has begun. Backfill and compact the bore pits below the conduit per Item 476 "Jacking, Boring, or Tunneling Pipe or Box" prior to installing conduit or duct cable to prevent bending of the connections.

5. When placing conduit in the sub-grade of new roadways, backfill all trenches with excavated material unless otherwise noted on the plans. When placing conduit in the sub-base of new roadways, backfill all trenches with cement-stabilized base as per requirements of Items 110 "Excavation", 400 "Excavation and Backfill for Structures", 401 "Flowable Backfill", 402 "Trench Excavation Protection", and 403 "Temporary Special Shoring."

6. Provide and place warning tape approximately 10 in. above all trenched conduit as per Item 618.

7. During construction, temporarily cap or plug open ends of all conduit and raceways immediately after installation to prevent entry of dirt, debris and animals. Temporary caps constructed of durable duct tape are allowed. Tightly fix the tape to the conduit opening. Clean out the conduit and prove it clear in accordance with Item 618 prior to installing any conductors.

8. Ensure conduit entry into the top of any enclosure is waterproof by installing conduit sealing hubs or using boxes with threaded bosses. This includes surface mounted safety switches, meter cans, service enclosures, auxiliary enclosures and junction boxes. Grounding bushings on water tight sealing hubs are not required.

9. Fit the ends of all PVC conduit terminations with bushings or bell end fittings. Provide and install a grounding type bushing on all metal conduit terminations.

10. Install a bonding jumper from each grounding bushing to the nearest ground rod, grounding lug, or equipment grounding conductor. Ensure all bonding jumpers are the same size as the equipment grounding conductor. Bonding of conduit used as a casing under roadways for duct cable is not required, if the duct extends the full length through the casing.

11. At all electrical services, install a 6 AWG solid copper grounding electrode conductor.

12. Place conduits entering ground boxes so that the conduit openings are between 3 in. and 6 in. from the bottom of the box. See the ground box detail on sheet ED(4).

13. Seal ends of all conduits with duct seal, expandable foam, or by other methods approved by the Engineer. Seal conduit immediately after completion of conductor installation and pull tests. Do not use duct tape as a permanent conduit sealant. Do not use silicone caulk as a conduit sealant.

14. File smooth the cut ends of all mounting strut and conduit. Before installing, paint the field cut ends of all mounting strut and RMC (threaded or non-threaded) with zinc rich paint (94% or more zinc content) to alleviate overspray. Use zinc rich paint to touch up galvanized material as allowed under Item 445 "Galvanizing." Do not paint non-galvanized material with a zinc rich paint as an alternative for materials required to be galvanized.

Texas Department of Transportation | Traffic Operations Division Standard

ELECTRICAL DETAILS CONDUITS & NOTES

ED(1)-14

FILE: ed1-14.dgn	DN:	CK:	DW:	CK:
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REVISIONS				
	DIST	COUNTY		SHEET NO.

71A

PACKET 13.294 October 10, 2023

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ELECTRICAL CONDUCTORS

A. MATERIAL INFORMATION

1. Provide Type XHHW insulated conductors in accordance with Departmental Material Specification (DMS)11040 "Conductors" and Item 620 "Electrical Conductors." Provide conductors as listed on the Material Producers List (MPL) on the Department web site under "Roadway Illumination and Electrical Supplies" Item 620. Color code insulated conductors in conformance with the NEC. Identify grounded (neutral) conductors with white insulation. Identify grounding conductors (ground wires) with green insulation or bare conductors. Identify ungrounded (hot) conductors with any color insulation except green, white, or gray. Keep color scheme consistent throughout the wiring system. Identify conductors 6 American Wire Gauge (AWG) and smaller by continuous color jacket. Identify electrical conductors 4 AWG and larger by continuous color jacket or by colored tape. When identifying conductors with colored tape, mark at least 6 in. of the conductor's insulation with half laps of tape.
2. Provide a solid copper 6 AWG grounding electrode conductor to bond the electrical service equipment to the concrete encased grounding electrode or the ground rod at the service location. Connect the grounding electrode conductor to the ground rod with a UL listed connector in accordance with DMS 11040. Connect the grounding electrode conductor to the concrete encased grounding electrode as shown in the plans.
3. Where two or more circuits are present in one conduit or enclosure, permanently identify the conductors of each branch circuit by attaching a non-metallic tag around both circuit conductors at each accessible location. Provide tags with two straps, large enough to indicate circuit number, letter, or other identification as shown in the plans. Print circuit identification on the tag with a permanent marker.
4. Use listed compression or screw type pressure connectors, terminal blocks, or split bolt connectors for splicing as specified in DMS 11040. Use hot melt adhesive tape to fill the gap and seal the ends of heat shrink tubing. Provide UL listed gel-filled insulating splice covers. Splicing materials, insulating materials, breakaway disconnects, splice covers, and fuse holders are subsidiary to various bid items.

B. CONSTRUCTION METHODS

1. Use only a flat, high tensile strength polyester fiber pull tape for pulling conductors through the conduit system. After installing conductors in conduit, perform conductor pull test. If a conductor cannot be freely pulled, make any needed alterations or repairs at no additional cost to the department. Perform insulation resistance tests in accordance with Item 620. Coordinate with the Engineer to witness the tests.
2. Leave 2 ft. minimum, 3 ft. maximum length for each conductor up to the splice in ground boxes. Leave 3 ft. minimum, 4 ft. maximum length of conductor in ground boxes when pulled through with no splice. Leave 1 ft. minimum, 1.5 ft. maximum length of conductor at enclosures, weatherheads and pole bases.
3. Make splices only in junction boxes, ground boxes, pole bases, or electrical enclosures and use only listed compression or screw type pressure connectors, terminal blocks, or split bolt connectors. Insulate splices with heavy wall heat shrink tubing or gel-filled insulating splice covers to provide a watertight splice. Overlap conductor insulation with heat shrink tubing a minimum of 2 in. past both sides of the splice. Where heat shrink tubing may not shrink sufficiently to provide a watertight seal around the individual conductors, prior to heating the tubing, increase the diameter of the conductor insulation using hot melt adhesive tape to provide a watertight seal between the individual conductors and the heat shrink tubing. Ensure the tape extends past the heat shrink tubing. Use hot melt adhesive tape to fill the gap and seal the ends of heat shrink tubing. Heat shrink tubing that appears to have been burned, or overheated, is considered defective and must be replaced.
4. Size and install gel-filled insulating splice covers according to manufacturer's specifications when used in place of heat shrink tubing.
5. Wire nuts with factory applied waterproof sealant may be used for 8 AWG or smaller conductors in above ground junction boxes, but not in pole bases or ground boxes. Install wire nuts in an upright position to prevent the accumulation of water.
6. Support conductors in illumination poles with a J-hook at the top of the pole.
7. When terminating conductors, remove the insulation and jacketing material without nicking the individual strands of the conductor. Conductors with nicked individual conductor strands or removed strands will be considered damaged.
8. Replace conductors and cables that are damaged beyond repair or that fail an insulation resistance test at no additional cost to the department.
9. Do not repair damaged conductors with duct tape, electrical tape, or wire nuts. Use only approved splicing methods.
10. Do not terminate more than one conductor under a single connector, unless the connector is rated for multiple conductors. Do not exceed the pressure connector's listing for maximum number and size of conductors allowed.
11. Install breakaway connectors on conductors bid under Item 620 whenever those conductors pass through a breakaway support device. Follow manufacturer's instructions when terminating conductors to breakaway connectors. Properly torque threaded connections. Proper terminations are critical to the safe operation of breakaway devices. Use waterproofing boots on breakaway connectors to fit snugly around the conductor to ensure waterproof connection. Only one conductor may enter a single opening in a boot. Provide waterproof boots with the correct number of openings. Leave unused openings factory sealed. Use prequalified breakaway connectors as shown on the MPL.
12. Provide and install a separate stranded equipment grounding conductor (EGC) in all conduits that contain circuit wiring of 50 volts or more. Unless shown elsewhere, size the EGC to be the same size as the largest current carrying conductor contained in the conduit. Ensure all EGCs are bonded together at every accessible location. For traffic signal installations, provide a minimum size 8 AWG EGC. The EGC is paid for under Item 620.

C. TEMPORARY WIRING

1. Install temporary conductors and electrical equipment in accordance with the NEC article "Temporary Installations" and Department standard sheets.
2. Provide a ground fault circuit interrupter (GFCI) for power outlets for portable electrical equipment, power tools, ice machines, ice storage bins and refrigerators located outdoors at grade. GFCI may be any one of the following: molded cord and plug set, receptacle, or circuit breaker type.
3. Use listed wire nuts with factory applied sealant for temporary wiring where approved.
4. Enclose conductor splices within a listed enclosure or ground box, or ensure the splices are more than 10 ft. above grade vertically and more than 5 ft. horizontally from any metal structure. Where installing temporary conductors in areas subject to vehicle traffic or mobile construction equipment, ensure the vertical clearance to ground is at least 18 ft. when measured at the lowest point. Ground messenger wires that support power conductors in conformance with the NEC.
5. Protect and when necessary repair any existing electrical conduits uncovered during the construction process in a timely manner and in conformance with the NEC.

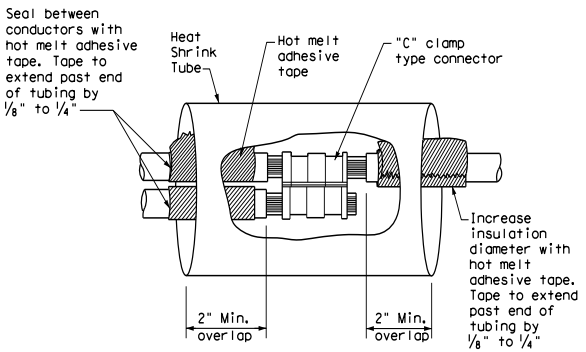
GROUND RODS & GROUNDING ELECTRODES

A. MATERIAL INFORMATION

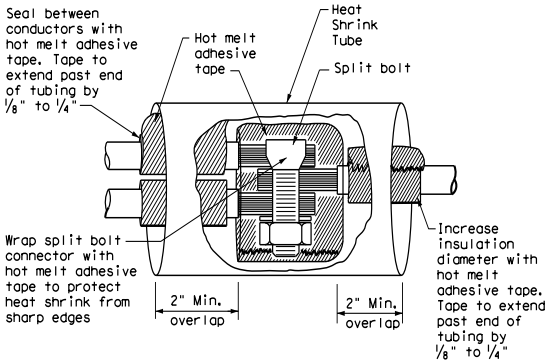
1. Provide and install a grounding electrode at electrical services. Provide ground rods according to DMS 11040 and the plans. Larger diameter or longer length rods may be called for in some specific locations, see the individual plans sheets. Concrete encased grounding electrodes may be called for in specific locations including electrical service, see individual plan sheets.

B. CONSTRUCTION METHODS

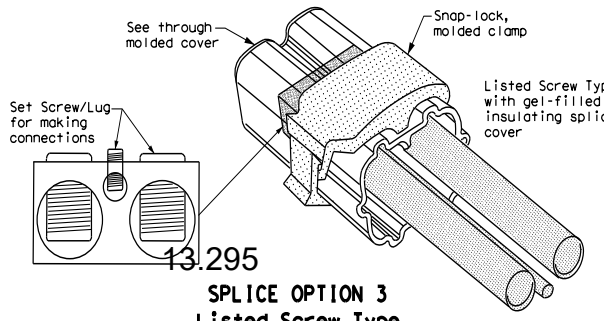
1. Furnish auxiliary ground rods for lightning protection and install in soil, concrete, or both, as called for in the plans. For ground rods installed in concrete, ensure the connection of the conductor to the ground rod is readily accessible for inspection or repairs. For ground rods installed in soil, ensure that the upper end is between 2 to 4 in. below finished grade.
2. Do not place ground rods in the same drilled hole as a timber pole.
3. Install ground rods so the imprinted part number is at the upper end of the rod.
4. Remove all non-conductive coatings such as concrete splatter from the rod at the clamp location.
5. Route all conductors as short and straight as possible for connection to lightning protection ground rods. When a bend is required, ensure a minimum radius bend of four inches for these conductors.
6. Unless otherwise called for in the plans, protect grounding electrode conductors with non-metallic conduit. When protecting grounding electrode conductors with metal conduit, provide and install a grounding type bushing and properly sized bonding jumper on each end of the metal conduit.
7. Written authorization is required before installing a ground rod in a horizontal trench for rocky soil or a solid rock bottom.



SPLICE OPTION 1
Compression Type



SPLICE OPTION 2
Split Bolt Type



SPLICE OPTION 3
Listed Screw Type

CONTROL 13.295

Texas Department of Transportation | Traffic Operations Division Standard

ELECTRICAL DETAILS
CONDUCTORS

ED(3)-14

October 10, 2023

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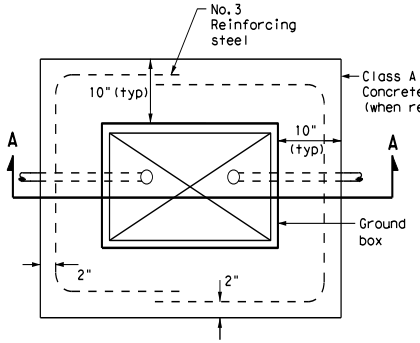
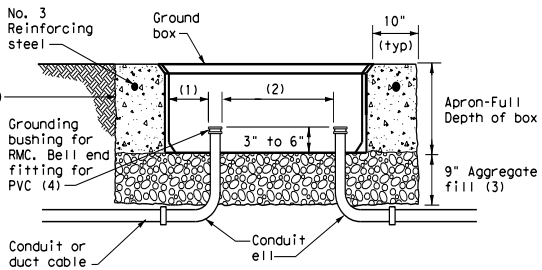
71C



PLAN VIEW



SECTION A - A

APRON FOR GROUND BOX

(1) Uniformly space ends of conduits within the ground box. Position ends of conduits so that ground box walls do not interfere with the installation of grounding bushings or bell end fittings.

(2) Maintain sufficient space between conduits to allow for proper installation of bushing.

(3) Place aggregate under the box, not in the box. Aggregate should not encroach on the interior volume of the box.

(4) Install a grounding bushing on the upper end of all RMC terminating in a ground box. Ground RMC elbows when any part of the elbow is less than 18 in. below the bottom of the ground box. Install a PVC bushing or bell end fitting on the upper end of all PVC conduits terminating in a ground box.

GROUND BOX DIMENSIONS	
TYPE	OUTSIDE DIMENSIONS (INCHES) (Width x Length X Depth)
A	12 X 23 X 11
B	12 X 23 X 22
C	16 X 29 X 11
D	16 X 29 X 22
E	12 X 23 X 17

GROUND BOXES

A. MATERIALS

1. Provide polymer concrete ground boxes measuring 16x30x24 in. (WxLxD) or smaller in accordance with Departmental Material Specification (DMS) 11070 "Ground Boxes" and Item 624 "Ground Boxes."

2. Provide Type A, B, C, D, and E ground boxes as shown in the plans, and as listed on the Material Producers List (MPL) on the Department web site under "Roadway Illumination and Electrical Supplies," Item 624.

3. Ensure ground box cover is correctly labeled in accordance with DMS 11070.

4. Provide larger ground boxes in accordance with Item 624 and as shown in the plans.

B. CONSTRUCTION METHODS

1. Remove all gravel and dirt from conduit. Cap all conduits prior to placing aggregate and setting ground box. Provide Grade 3 or 4 coarse aggregate as shown on Table 2 of Item 302 "Aggregates for Surface Treatments." Ensure aggregate bed is in place and at least 9 inches deep, prior to setting the ground box. Install ground box on top of aggregate.

2. Cast ground box aprons in place. Reinforcing steel may be field bent. Ensure the depth of concrete for the apron extends from finished grade to the top of the aggregate bed under the box. Ground box aprons, including concrete and reinforcing steel, are subsidiary to ground boxes when called for by descriptive code.

3. Keep bolt holes in the box clear of dirt. Bolt covers down when not working in ground boxes.

4. Install all conduits and ells in a neat and workmanlike manner. Uniformly space conduits so grounding bushings and bell end fittings can easily be installed.

5. Temporarily seal all conduits in the ground box until conductors are installed.

6. Permanently seal conduits immediately after the completion of conductor installation and pull tests. Permanently seal the ends of all conduits with duct seal, expandable foam, or other method as approved. Do not use duct tape as a permanent conduit sealant. Do not use silicone caulk as a sealant.

7. When a ground rod is present in a ground box, bond all equipment grounding conductors together and to the ground rod with listed connectors.

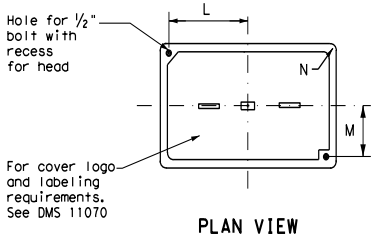
8. When a type B or D ground box is stacked to meet volume requirements, it is allowable to cut an appropriately sized hole for conduit entry in the side wall at least 18 inches below grade.

9. If an existing ground box in the contract has a metal cover, bond the cover to the equipment grounding conductor with a 3 ft. long stranded bonding jumper the same size as the grounding conductor. The bonding jumper is subsidiary to various bid items. Verify existing ground boxes with metal covers are shown on the plans, with notes fully describing the work required.

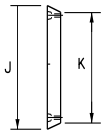
10. If other ground boxes with metal covers are within the project limits but are not part of the contract, the Engineer may direct the Contractor to bond the metal covers, identifying the specific boxes in writing. This work will be paid for separately.

11. Bond metal ground box covers to the grounding conductor with a tank ground type lug.

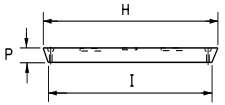
GROUND BOX COVER DIMENSIONS								
TYPE	DIMENSIONS (INCHES)							
	H	I	J	K	L	M	N	P
A, B & E	23 1/4	23	13 3/4	13 1/2	9 7/8	5 1/8	1 3/8	2
C & D	30 1/2	30 1/4	17 1/2	17 1/4	13 1/4	6 3/4	1 3/8	2



PLAN VIEW



END



SIDE

GROUND BOX COVER

Texas Department of Transportation

Traffic Operations Division Standard

ELECTRICAL DETAILS
GROUND BOXES

ED(4)-14

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ELECTRICAL SERVICES NOTES

1. Provide new materials. Ensure installation and materials comply with the applicable provisions of the National Electrical Code (NEC) and National Electrical Manufacturers Association (NEMA) standards. Ensure material is Underwriters Laboratories (UL) listed. Provide and install electrical service conduits, conductors, disconnects, contactors, circuit breaker panels, and branch circuit breakers as shown on the Electrical Service Data chart in the plans. Faulty fabrication or poor workmanship in material, equipment, or installation is justification for rejection. Where manufacturers provide warranties and guarantees as a customary trade practice, furnish these to the State.

2. Provide electrical services in accordance with Electrical Details standard sheets, Departmental Material Specification (DMS) 11080 "Electrical Services," DMS 11081 "Electrical Services-Type A," DMS 11082 "Electrical Services-Type C," DMS 11083 "Electrical Services-Type D," DMS 11084 "Electrical Services-Type T," DMS 11085 "Electrical Services-Pedestal (PS)", and Item 628 "Electrical Services" of the Standard Specifications. Provide electrical service types A, C, and D, as listed on the Material Producers List (MPL) on the Department web site under "Roadway Illumination and Electrical Supplies," Item 628. Provide other service types as detailed on the plans.

3. Provide all work, materials, services, and any incidentals needed to install a complete electrical service as specified in the plans.

4. Coordinate with the Engineer and the utility provider for metering and compliance with utility requirements. Primary line extensions, connection charges, meter charges, and other charges by the utility company to provide power to the location are paid for in accordance with Item 628. Get approval for the costs associated with these charges prior to engaging the utility company to do the work. Consult with the utility provider to determine costs and requirements, and coordinate the work as approved.

5. The enclosure manufacturer will provide Master Lock Type 2 with brass tumblers keyed #2195 for all custom electrical enclosures. Installing Contractor is to provide Master Lock #2195 Type 2 with brass tumblers for "off the shelf" enclosures. Master Lock #2195 keys and locks become property of the State. Unless otherwise approved, do not energize electrical service equipment until locks are installed.

6. Enclosures with external disconnects that de-energize all equipment inside the enclosure do not need a dead front trim. Protect incoming line terminations from incidental contact as required by the NEC.

7. When galvanized is specified for nuts, screws, bolts or miscellaneous hardware, stainless steel may be used.

8. Provide wiring and electrical components rated for 75°C. Provide red, black, and white colored XHHW service entrance conductors of minimum size 6 American Wire Gauge (AWG). Identify size 6 AWG conductors by continuous color jacket. Identify electrical conductors sized 4 AWG and larger by continuous color jacket or by colored tape. Mark at least 6 inches of the conductor's insulation with half laps of colored tape, when identifying conductors. Ensure each service entrance conductor exits through a separately bushed non-metallic opening in the weatherhead. The lengths of the conductors outside the weatherhead are to be 12 inches minimum, 18 inches maximum, or as required by utility.

9. All electrical service conduit and conductors attached to the electrical service including the riser or the elbow below ground are subsidiary to the electrical service. For an underground utility feed, all service conduit and conductors after the elbow, including service conduit and conductors for the utility pole riser when furnished by the Contractor, will be paid for separately.

10. Provide rigid metal conduit (RMC) for all conduits on service, except for the ½ in. PVC conduit containing the electrical service grounding electrode conductor. Size the service entrance conduit as shown in the plans. Ensure conduit for branch circuit entry to enclosure is the same size as that shown on the layout sheets for branch circuit conduit. Extend all rigid metal conduits a minimum of 6 inches underground and then couple to the type and schedule of the conduit shown on the layout for that particular branch circuit. Install a grounding bushing on the RMC where it terminates in the service enclosure.

11. Use of liquidtight flexible metal conduit (LFMC) is allowed between the meter and service enclosure when they are mounted 90 to 180 degrees to each other. Size the LFMC the same size as service entrance conduit. LFMC must not exceed 3 feet in length. Strap LFMC within 1 foot of each end. LFMC less than 12 inches in length need not be strapped. Each end of LFMC must have a grounding bushing or be terminated with a grounding fitting. The LFMC must contain a grounded (neutral) conductor. Ensure any bend in LFMC never exceeds 180 degrees. A pull test is required on all installed conductors, with at least six inches of free conductor movement demonstrated to the satisfaction of the Engineer.

12. Ensure all mounting hardware and installation details of services conform to utility company specifications.

13. For all electrical service enclosures listed under Item 628 on the MPL, the UL 508 enclosure manufacturers will prepare and submit a schematic drawing unique to each service. Before shipment to the job site, place the applicable laminated schematic drawings and the laminated plan sheet showing the electrical service data chart used to build the enclosure in the enclosure's data pocket. The installing contractor will copy and laminate the actual project plan sheets detailing all equipment and branch circuits supplied by that service. The laminated plan sheets are to be placed in the service enclosure's document pocket. Reduce 11 in. x 17 in. plan sheets to 8 ½ in. x 11 in. before laminating. If the installation differs from the plan sheets, the installing contractor is to redline plan sheets before laminating.

14. When providing an "Off The Shelf" Type D or Type T service, provide laminated plan sheets detailing equipment and branch circuits supplied by that service. Reduce 11 in. x 17 in. plan sheets to 8 ½ in. x 11 in before laminating. Deliver these drawings before completion of the work to the Engineer, instead of placing in enclosure that has no door pocket.

15. Do not install conduit in the back wall of a service enclosure where it would penetrate the equipment mounting panel inside the enclosure. Provide grounding bushings on all metal conduits, and terminate bonding jumpers to grounding bus. Grounding bushings are not required when the end of the metal conduit is fitted with a conduit sealing hub or threaded boss, such as a meter base hub.

SERVICE ASSEMBLY ENCLOSURE

1. Provide threaded hub for all conduit entries into the top of enclosure.

2. Type galvanized steel (GS) enclosures may be used for Type C panelboards and for Type D and T services that do not use an enclosure mounted photocell or lighting contactor. Provide GS enclosures in accordance with DMS 11080, 11082, 11083, and 11084.

3. Provide aluminum (AL) and stainless steel (SS) enclosures for Types A, C, and D in accordance with DMS 11080, 11081, 11082, 11083, and 11084. Do not paint stainless steel.

4. Provide pedestal service (PS) enclosures in accordance with ED(9) and DMS 11080 and 11085. Do not provide GS pedestal services. If GS is shown in the PS descriptive code, provide an AL enclosure.

MAIN DISCONNECT & BRANCH CIRCUIT BREAKERS

1. Field drill flange-mounted remote operator handle if needed, to ensure handle is lockable in both the "On" and "Off" positions.

2. When the utility company provides a transformer larger than 50 KVA, verify that the available fault current is less than the circuit breaker's ampere interrupting capacity (AIC) rating and provide documentation from the electric utility provider to the Engineer.

PHOTOELECTRIC CONTROL

1. Provide photocell as listed on the MPL. Move, adjust, or shield the photocell from stray or ambient night time light to ensure proper operation. Mount photocell facing north when practical. Mount top of pole photocells as shown on Top Mounted Photocell Detail.

*ELECTRICAL SERVICE DATA

Elec. Service ID	Plan Sheet Number	Electrical Service Description	Service Conduit **Size	Service Conductors No./Size	Safety Switch Amps	Main Ckt. Bkr. Pole/Amps	Two-Pole Contractor Amps	Panelbd/ Loadcenter Amp Rating	Branch Circuit ID	Branch Ckt. Bkr. Pole/Amps	Branch Circuit Amps	KVA Load
SB 183	289	ELC SRV TY A 240/480 100(SS)AL(E)SF(U)	2"	3/#2	100	2P/100	100	N/A	Lighting NB	2P/40	26	28.1
									Lighting SB	2P/40	25	
									Underpass	1P/20	15	
NB Access	30	ELC SRV TY D 120/240 060(NS)SS(E)TS(O)	1 ¼"	3/#6	N/A	2P/60		100	Sig. Controller	1P/30	23	5.3
							30		Luminaires	2P/20	9	
									CCTV	1P/20	3	
2nd & Main	58	ELC SRV TY T 120/240 000(NS)GS(N)SP(O)	1 ¼"	3/#6	N/A	N/A	N/A	70	Flashing Beacon 1	1P/20	4	1.0
									Flashing Beacon 2	1P/20	4	

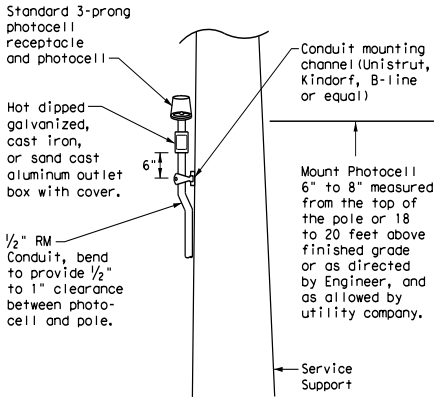
* Example only, not for construction. All new electrical services must have electrical service data chart specific to that service as shown in the plans.

** Verify service conduit size with utility. Size may change due to utility meter requirements. Ensure conduit size meets the National ELectrical Code.

EXPLANATION OF ELECTRICAL SERVICE DESCRIPTIVE CODE

ELEC SERV TY X XXX/XXX XXX (XX) XX (X) XX (X)

- Schematic Type
- Service Voltage V / V
- Disconnect Amp Rating
  000 indicates main lug only/
  Typically Type T
- (SS)= Safety Switch Ahead of Meter-Check with Utility
  (NS)= No safety Switch Ahead of Meter-Check with Utility
- Enclosure Type
  GS= Galvanized steel("off the shelf")
  SS= Stainless steel(Custom Enclosure)See MPL
  AL= Aluminum (Custom Enclosure)See MPL
- Photocell Mounting Location
  (E)= Inside Service/Enclosure Mounted
  (T)= Top of pole
  (L)= Luminaire mounted
  (N)= None/No Photocell or Lighting Contactor Required
- Service Support Type
  GC= Granite concrete
  OC= Other concrete
  TP= Timber pole
  SP= Steel pole
  SF= Steel frame
  OT= Pole by others or paid for separately
  EX= Existing pole
  TS= Service on traffic signal pole
  PS= Pedestal Service
- O= Overhead Service Feed from Utility
  U= Underground Service Feed from Utility



TOP MOUNTED PHOTOCELL

Install conduit strap maximum 3 feet from box. 5 foot maximum spacing between straps supporting conduit.

Texas Department of Transportation

Traffic Operations Division Standard

ELECTRICAL DETAILS SERVICE NOTES & DATA

ED(5)-14

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PACKET 13.297 October 10, 2023

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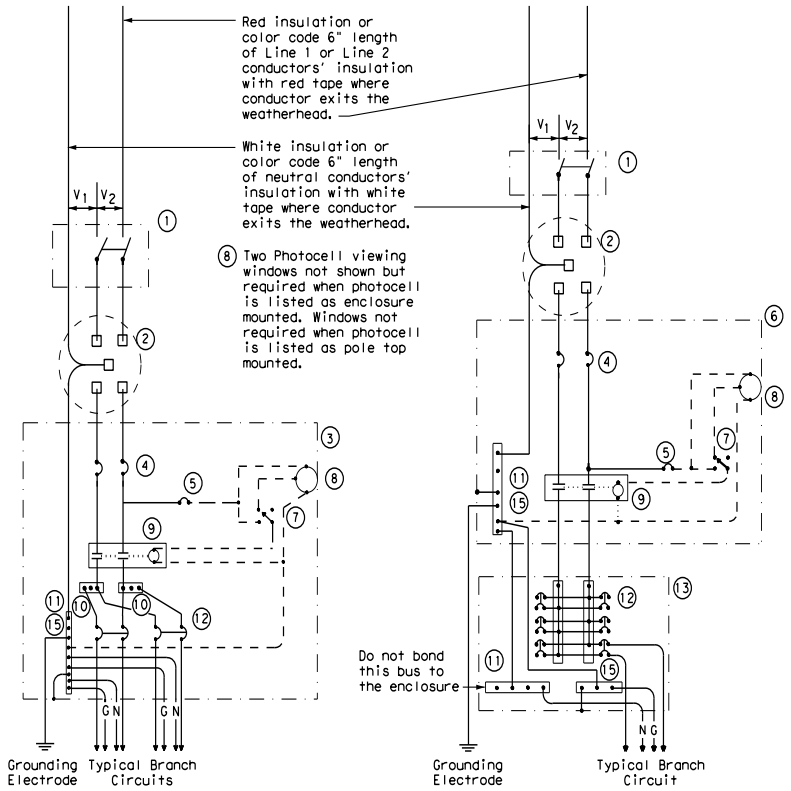
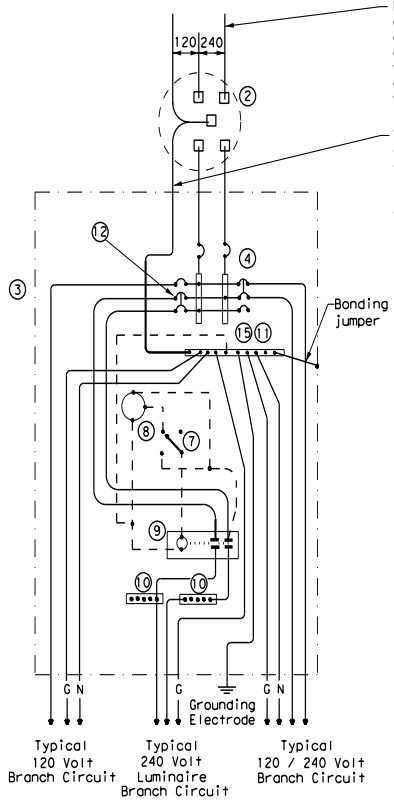
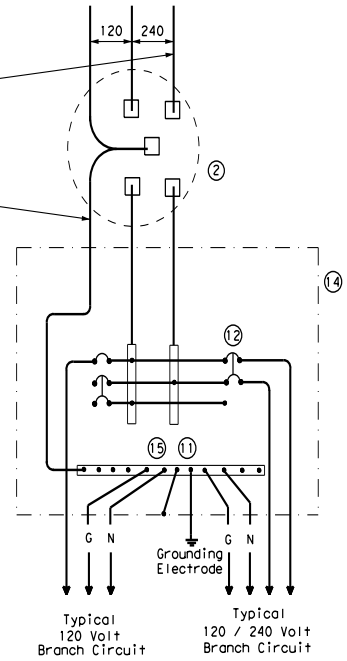


SCHEMATIC TYPE A
THREE WIRE

SCHEMATIC TYPE C
THREE WIRE



SCHEMATIC TYPE D - CUSTOM
120/240 VOLTS - THREE WIRE



SCHEMATIC TYPE T
120/240 VOLTS - THREE WIRE

Galvanized steel-"Buy Off The Shelf" only. When required install photocell top of the pole or on luminaire only, no lighting contractor will be installed.

WIRING LEGEND	
———	Power Wiring
- - - -	Control Wiring
—N—	Neutral Conductor
—G—	Equipment grounding conductor-always required

SCHEMATIC LEGEND	
1	Safety Switch (when required)
2	Meter (when required-verify with electric utility provider)
3	Service Assembly Enclosure
4	Main Disconnect Breaker (See Electrical Service Data)
5	Circuit Breaker, 15 Amp (Control Circuit)
6	Auxiliary Enclosure
7	Control Station ("H-O-A" Switch)
8	Photo Electric Control (enclosure-mounted shown)
9	Lighting Contactor
10	Power Distribution Terminal Blocks
11	Neutral Bus
12	Branch Circuit Breaker (See Electrical Service Data)
13	Separate Circuit Breaker Panelboard
14	Load Center
15	Ground Bus

Texas Department of Transportation

Traffic Operations Division Standard

ELECTRICAL DETAILS SERVICE ENCLOSURE AND NOTES

ED(6)-14

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PEDESTAL SERVICE NOTES

1. Manufacture pedestal electrical services in accordance with Departmental Material Specifications (DMS)11080 "Electrical Services", 11085 "Electrical Services-Pedestal (PS)" and Item 628 "Electrical Services. "Provide pedestal electrical services as listed on the Material Producers list (MPL) on the Department's web site under "Roadway Illumination and Electrical Supplies," Item 628. Ensure all mounting hardware and installation details of services meet utility company specifications. Contact the local utility company for approval of pedestal details prior to installing the electrical pedestal service. Submit any changes required by the utility company prior to manufacturing the pedestal enclosure.

2. When a meter socket is required, provide a socket with a minimum 100 amp rating that complies with local utility requirements.

3. Provide Class A or C concrete for pedestal service foundations in accordance with Item 420, "Concrete Substructures," except that concrete will not be paid for directly but is considered subsidiary to Item 628.

4. Provide #4 reinforcing steel for foundations in accordance with Item 440, "Reinforcement for Concrete."

5. Install ½ in. X 2 1⁄16 in. minimum length concrete single expansion type anchors for mounting pedestal enclosure to foundation. Anchor location to match mounting holes in each corner of enclosure. Secure each of the four corners of the pedestal enclosure to the anchors in the foundation with a ½ in. galvanized or stainless steel machine thread bolt, a properly sized locknut and a flat washer.

6. Finish top of concrete foundation in a neat and workmanlike manner. If leveling washers are used, ensure no more than ⅛ in. gap at any corner. Do not exceed a maximum dip or rise in the foundation of ⅛ in. per foot. When properly installed, ensure the top of the service enclosure is level front to back and side to side within ¼ in. Repair rocking or movement of the service enclosure at no additional cost to the department.

7. Do not use liquidtight flexible metal conduit (LFMC) on pedestal type services.

8. Ensure all elbows in the foundation are sized as per utility provider's conduit requirements for underground conduit and feeders. PVC extensions may be installed provided the ends of the rigid metal conduits are more than 2 in. below the top of the concrete foundation. Where extension conduits are metal, grounding bushings must be installed with a bonding jumper properly terminated.

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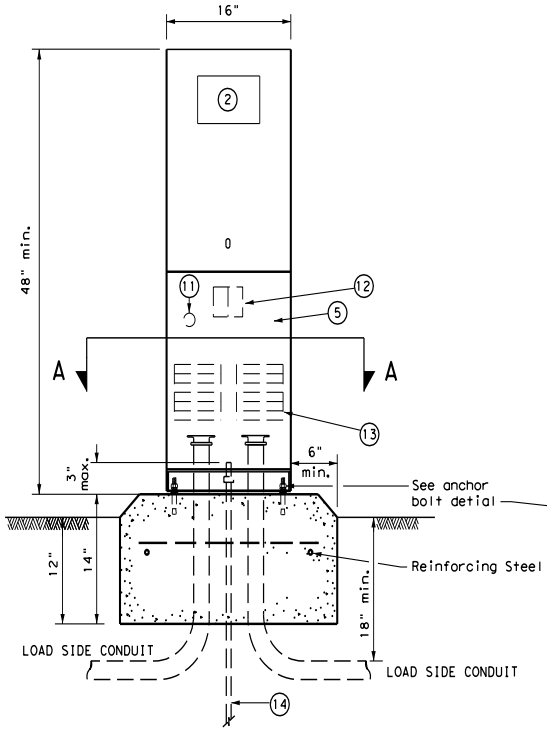
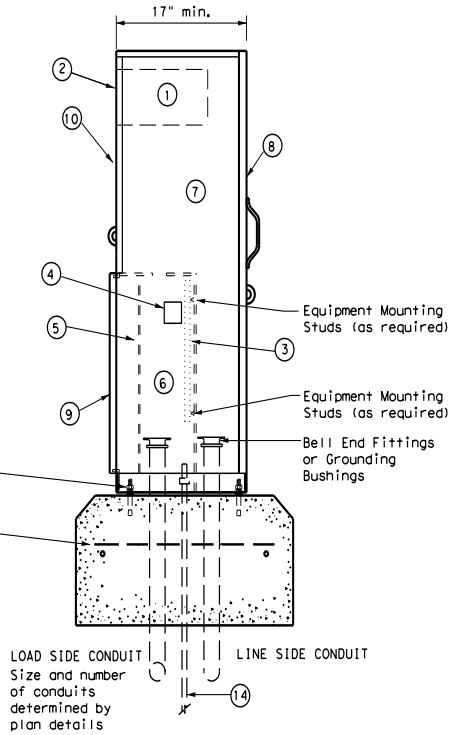
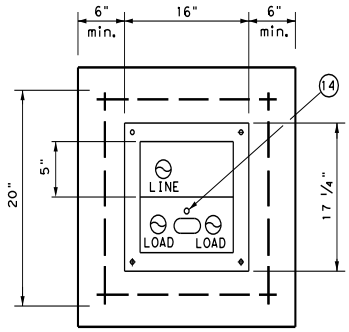


FRONT VIEW

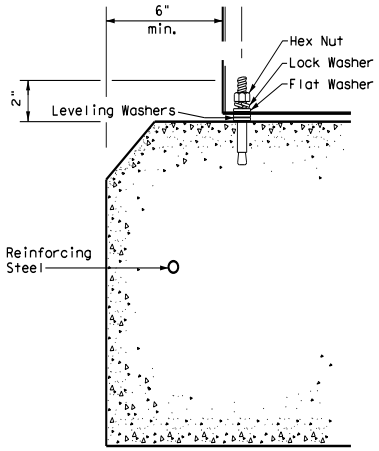


SIDE VIEW

TYPE C shown, TYPE A similar except that TYPE A shall have individual circuit breakers (CB) mounted on an equipment mounting panel. CB Handles shall protrude through hinged deadfront trim.



SECTION A-A



ANCHOR BOLT DETAIL

LEGEND	
1	Meter Socket, (when required)
2	Meter Socket Window, (when required)
3	Equipment Mounting Panel
4	Photo Electric Control Window, (When required)
5	Hinged Deadfront Trim
6	Load Side Conduit Trim
7	Line Side Conduit Area
8	Utility Access Door, with handle
9	Pedestal Door
10	Hinged Meter Access
11	Control Station (H-O-A Switch)
12	Main Disconnect
13	Branch Circuit Breakers
14	Copper Clad Ground Rod - 5/8" X 10'

Texas Department of Transportation

Traffic Operations Division Standard

ELECTRICAL DETAILS
ELECTRICAL SERVICE SUPPORT
PEDESTAL SERVICE TYPE PS

ED(9)-14

FILE: ed9-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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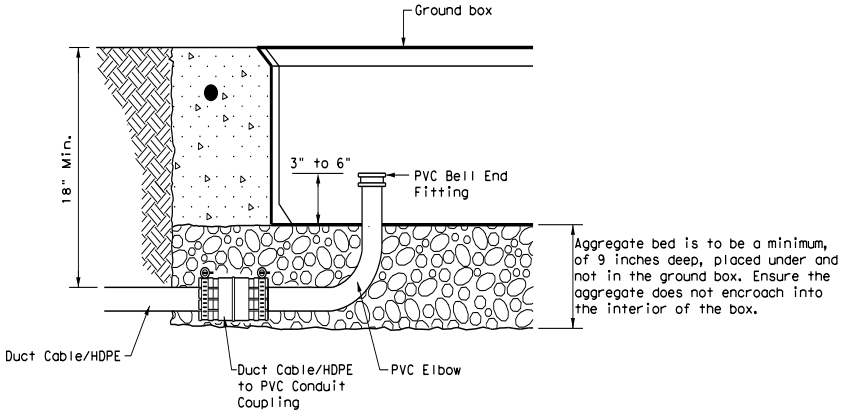
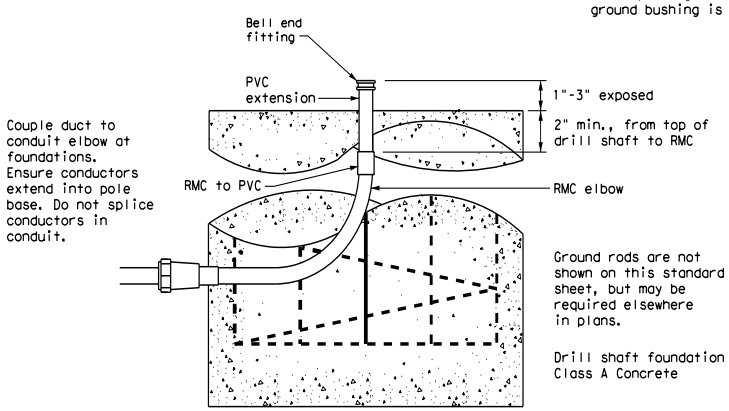
DUCT CABLE & HDPE CONDUIT NOTES

1. Provide duct cable in accordance with Departmental Material Specification (DMS) 11060 "Duct Cable" and Item 622 "Duct Cable." Provide duct cable as listed on the Material Producer List (MPL) on the Department web site under "Roadway Illumination and Electrical Supplies" Item 622.
2. Provide High-Density Polyethylene (HDPE) conduit in accordance with DMS 11060 and Item 618, "Conduit." Provide HDPE as listed on the MPL on the Department web site under "Roadway Illumination and Electrical Supplies," Item 618.
3. Supply duct cable with a minimum 2 in. diameter, unless otherwise shown in the plans. Provide duct cable and HDPE conduit as shown by descriptive code or on the plans. Bend duct cable and HDPE conduit as recommended by the manufacturer, with a minimum bending radius of 26 in. for 2 in. duct. Follow manufacturers' recommendations when handling duct cable and HDPE conduit reels and during installation of duct cable and HDPE conduit.
4. Do not splice conductors within duct cable or HDPE conduit. Couple duct cable and HDPE entering a ground box or foundation to a PVC elbow. When galvanized steel RMC elbows are called for in the plans and any portion of the RMC elbow is buried less than 18" from possible contact, ground the RMC elbow.
5. Furnish and install duct cable with factory installed conductors, sized as shown in the plans and as required by the National Electrical Code (NEC). The NEC contains specific requirements for duct cable in Article, "Nonmetallic Underground Conduit with Conductors: Type NUCC."
6. When conduit casing is called for in the plans, extend duct cable or HDPE conduit through the conduit casing in one continuous length without connection to the casing.
7. Seal the ends of duct cable or HDPE conduit with duct seal, expandable foam, or other approved method after completing the pull tests required by Item 622.
8. Provide minimum cover of 24 in. under roadways, 18 in. in other locations, or as shown on the plans.
9. Furnish and install listed fittings to couple duct cable or HDPE conduit to other types of conduit. Duct cable and HDPE conduit may be field-threaded and spliced with PVC or RMC threaded couplings; connected with listed tie-wrap fittings; connected using listed coupling made of HDPE with stainless steel external banding clamps and locking rings; connected with approved electrofusion conduit couplings; or connected using an approved chemical fusion method using an epoxy or adhesive specifically designed for HDPE couplings and connectors all installed in accordance with their manufacturer's instructions. Do not use PVC glue on HDPE. Do not use water pipe fittings, or connect conduit with heat shrink tubing.

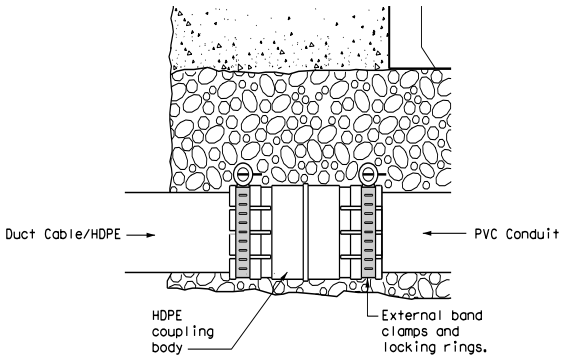


DUCT CABLE/HDPE AT GROUND BOX

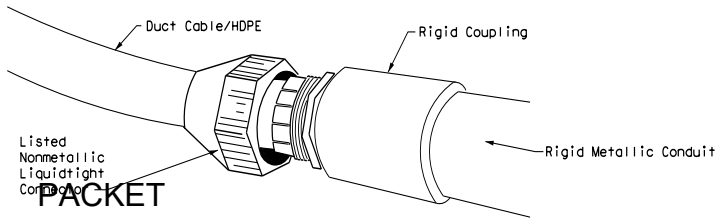
When the upper end of an RMC Ell does not enter the ground box, it may be extended with a SCH-40 PVC conduit nipple and bell end, provided there is a minimum of 18" of cover over all parts of the elbow. If not, a rigid extension and ground bushing is required.



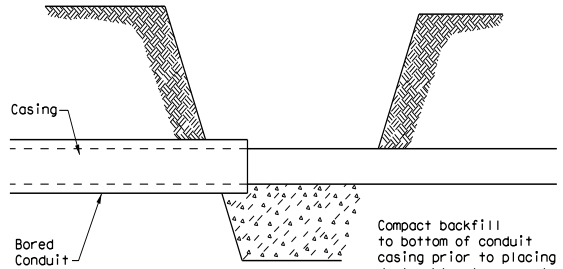
DUCT CABLE / HDPE AT FOUNDATION



DUCT CABLE/HDPE TO PVC



DUCT CABLE/HDPE TO RMC



BORE PIT DETAIL

Texas Department of Transportation

Traffic Operations Division Standard

ELECTRICAL DETAILS DUCT CABLE/ HDPE CONDUIT

ED(11)-14

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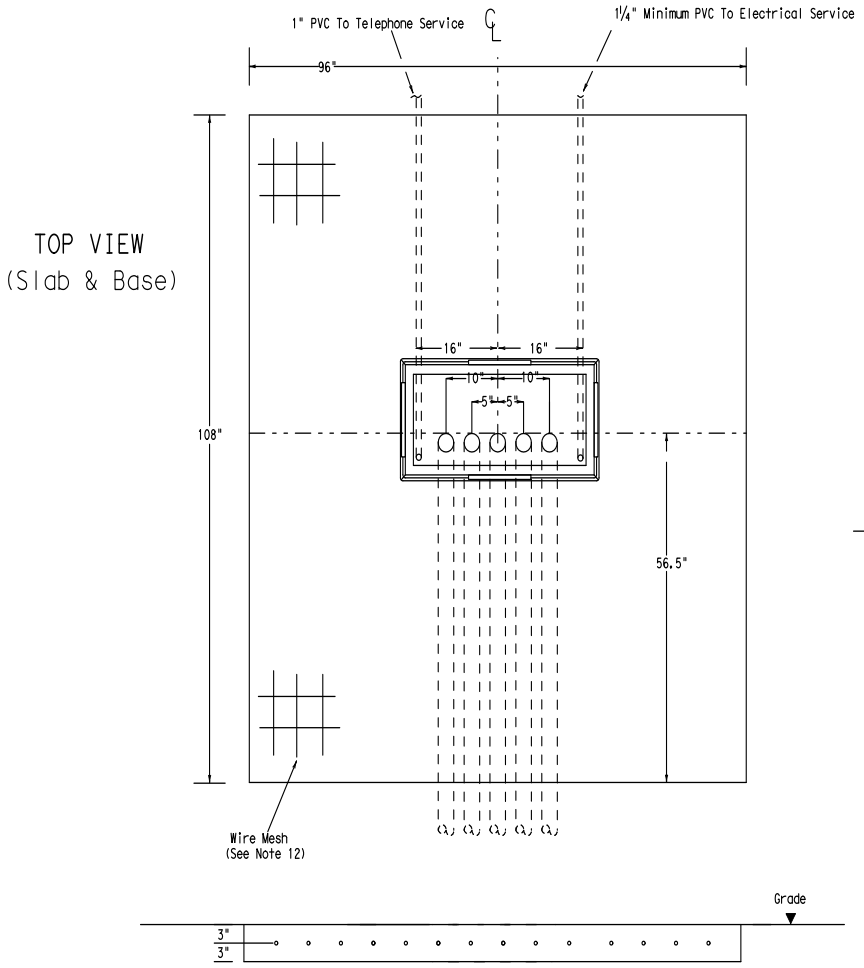
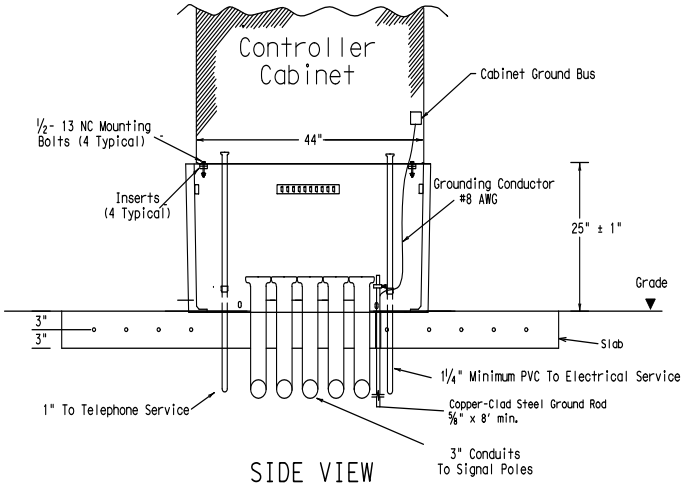
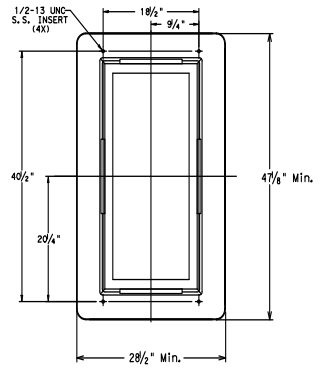


TOP VIEW
(Slab & Base)



SIDE VIEW
(Slab & Base)



CABINET BASE

TRAFFIC SIGNAL CONTROLLER BASE:

1. Provide a traffic signal controller base (cabinet base) manufactured of polymer concrete material consisting of calcareous and siliceous stone; glass fibers and thermoset polyester resin. The polymer concrete cabinet base must be reinforced on the inside of the cabinet base with fiberglass matting. Provide one of the following bases: Armorcast Part # A6001848X24, Quazite Model # PG3048Z709, or other as approved by TxDOT Traffic Operation Division.
2. The polymer concrete material must have a minimum compressive strength of 10,300 pounds per square inch (psi), minimum flexural strength of 3600 psi, and minimum shear strength of 3600 psi.
3. The polymer concrete cabinet base must conform to the dimensions shown and must accommodate a standard TxDOT basemount cabinet.
4. Supply the cabinet base with four ½"-13 UNC stainless steel inserts for attachment of the cabinet to the base. Inserts must withstand a minimum torque of 50 ft-lb and a minimum straight pull out strength of 750 lbs.
5. Provide the cabinet base with 4 cable racks mounted one on each side of the base 2" to 7 " from the top edge of the base. Unless approved otherwise, cable racks must be 1-1/2 x ⅜ x ⅜ inch steel channel with eight T-slots spaced at 1-1/2 inches. The cable racks must easily accommodate the insertion of tie wraps to attach field wiring to the racks to serve as strain relief. Secure cable racks to the base using ½"-13 UNC stainless steel screws and inserts.
6. The cabinet base, when secured to the concrete slab with controller cabinet attached, must withstand a minimum wind load of 125 mph or a 850 lb force applied at 49" above the bottom of the base without causing the base or cabinet to come out of their anchored position or cause any permanent deformation. The manufacturer must supply certification by an independent testing laboratory or sealed by a Texas Licensed Professional Engineer. Provide the cabinet base with hardware for attachment to a concrete slab.
7. The traffic signal base must be permanently marked either by impress or by permanent ink with the manufacturer's model number and name or logo.
8. Seal the base to the concrete with a silicone caulk bead and fastened to the slab per manufacturer's instructions.

CONCRETE SLAB:

9. Traffic signal controller pad must be a portland cement concrete slab poured in place, must conform to the dimensions shown, and must be level.
10. Bond a #8 AWG copper ground wire and an 8 ft ground rod bonded to the reinforcing mesh by a suitable UL Listed clamp and terminated to the cabinet grounding bus for the purpose of providing a local ground for the electrical grounding conductor. The electrical grounding conductor specified in Item 680-3.A.4 is required and must be terminated to the cabinet ground bus.
11. Install a PVC sleeve to prevent the ground rod from direct embedment in the slab.
12. Provide welded wire mesh 6X6-W2.9 X W2.9 for reinforcement. Provide joints and splices in the mesh with a minimum 6-inch overlap. Center the mesh between top and bottom and provide a minimum 3 inch cover on the edges.
13. Provide Class B concrete minimum for the slab in accordance with Item 421. Construct the slab in accordance with Item 531.

CONDUITS:

14. Stub up and run 3-inch conduits through the slab to the various traffic signal poles and ground boxes as shown on the layouts. Install the number of conduits as shown on layouts plus two additional 3 inch conduits for future use. Terminate the conduits with a bushing between 2 and 4-inches above the slab.
15. Extend conduits for future use at least 18-inches from the edge of the slab, terminate underground with a coupling, and cap and seal so that the seal can be removed without damaging the coupling. This must also apply to unused telephone conduit.
16. Stub up two separate conduits through the slab from the electrical and telephone services. Run the conduit for the electrical feed directly to the electrical service enclosure. Run the conduit for the telephone line directly to the telephone service, usually located on the same pole as the electrical service. Telephone must not under any circumstance share a conduit with any other function.
17. Terminate electric and telephone conduits above the slab with a coupling. After the base is installed, extend the conduits above the top of the base and secure to the base using a steel one-hole strap or similar suitable substitute.

CONTROLLER CABINET:

18. Anchor the controller cabinet to the base using four stainless steel 1/2-13 NC bolts.
19. The silicone caulk bead specified in Item 680 must be RTV 133.

PAYMENT:

20. Bid TS-CF as subsidiary to Item 680.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC SIGNAL CONTROLLER CABINET BASE AND PAD

TS-CF-04

PACKET

October 10, 2023

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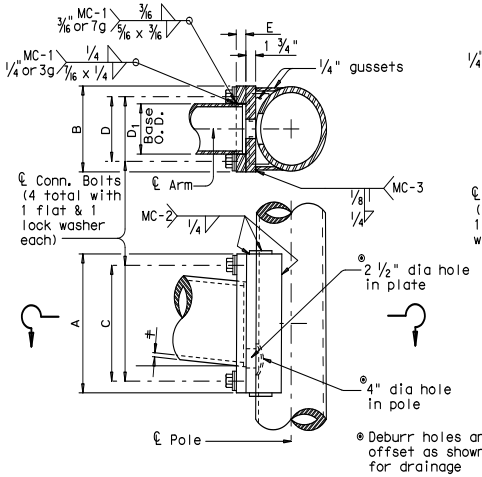
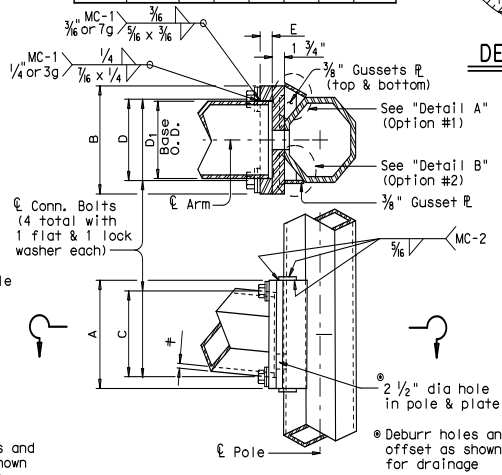
ARM SIZE D_1	ARM SIZE ∓	A	B	C	D	E	CONN BOLT DIA
in.	in.	in.	in.	in.	in.	in.	in.
6.5	.179	12	9	9	6	1 ¾	1
7.5	.179	13	9	10	6	1 ¾	1
8.0	.179	14	10	11	7	2	1 ¼
9.0	.179	16	11	13	8	2	1 ¼
9.5	.179	17	12	14	9	2	1 ¼
9.5	.239	18	12	15	9	2	1 ¼
10.0	.239	18	12	15	9	2	1 ¼
10.5	.239	18	13	15	10	3	1 ½
11.0	.239	18	13	15	10	3	1 ½

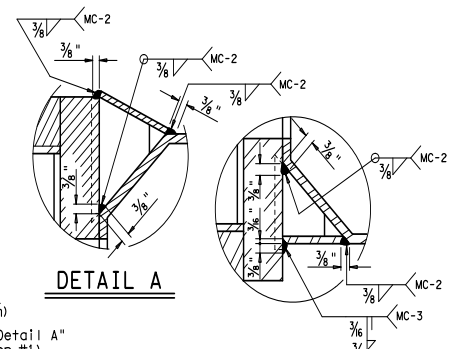


FIXED MOUNT DETAIL 1

ARM SIZE D_1	ARM SIZE ∓	A	B	C	D	E	CONN BOLT DIA
in.	in.	in.	in.	in.	in.	in.	in.
7.0	.179	11	11	8	8	1 ¾	1 ¼
7.5	.179	11	11	8	8	1 ¾	1 ¼
8.0	.179	11	11	8	8	2	1 ¼
9.0	.179	13	13	10	10	2	1 ¼
10.0	.179	13	13	10	10	2	1 ¼
9.5	.239	13	13	10	10	2	1 ¼
10.0	.239	14	14	11	11	2	1 ½
11.0	.239	14	14	11	11	3	1 ½
11.5	.239	14	14	11	11	3	1 ½



FIXED MOUNT DETAIL 2



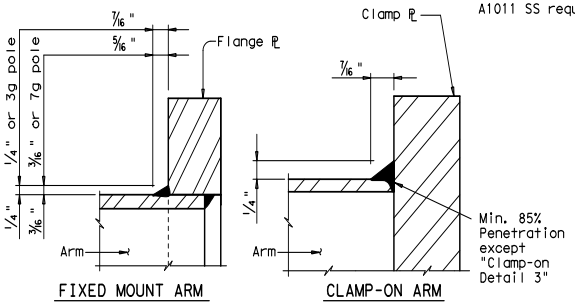
DETAIL A

DETAIL B

MATERIALS	
Round Shafts or Polygonal Shafts①	ASTM A595 Gr.A, A588, A1008 HSLAS Gr.50 Class 2, A1011 HSLAS Gr.50 Class 2, A572 Gr.50 or A1011 SS Gr.50 ②
Plates ①	ASTM A36, A588, or A572 Gr.50
Connection Bolts	ASTM A325 or A449, except where noted
Pin Bolts	ASTM A325
Pipe①	ASTM A53 Gr.B, A501, A1008 HSLAS-F Gr.50, A1011 HSLAS-F Gr.50
Misc. Hardware	Galvanized steel or stainless steel or as noted

① ASTM A572, A1008 HSLAS, A1011 HSLAS, A1008 HSLAS-F, A1011 HSLAS-F or A1011 SS may have higher yield strengths but shall not have less elongation than the grade indicated.

② ASTM A1011 SS Gr.50 material shall also have a minimum elongation of 18 percent in 8 inches or 23 percent in 2 inches. Material thickness in excess of those stipulated under A1011 SS will be acceptable providing the material meets all other A1011 SS requirements and the requirements of this item.

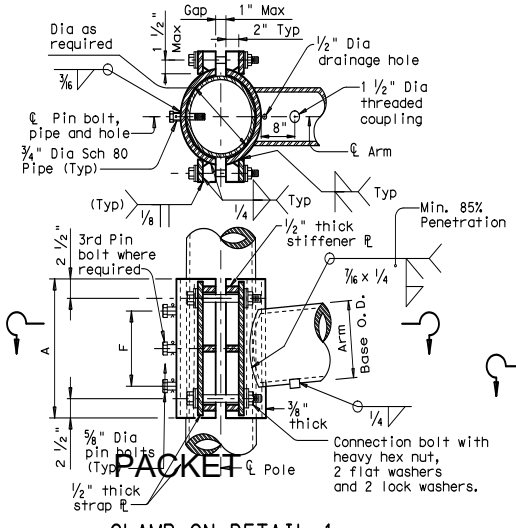


FIXED MOUNT ARM

CLAMP-ON ARM

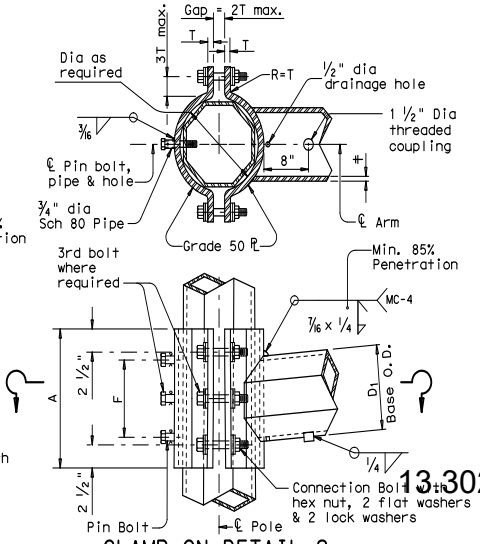
ARM BASE WELD DETAILS

ARM SIZE D_1	ARM SIZE ∓	A	F	CONN. BOLTS No.	CONN. BOLTS Dia	PIN BOLTS No.	PIN BOLTS Dia
in.	in.	in.	in.	ea.	in.	ea.	in.
6.5	.179	12	6	4	1	2	⅝
7.5	.179	14	8	4	1	2	⅝
8.0	.179	14	8	4	1	2	⅝
9.0	.179	16	10	4	1	2	⅝
9.5	.179	18	12	4	1 ¼	3	⅝
9.5	.239	18	12	4	1 ¼	3	⅝
10.0	.239	18	12	4	1 ¼	3	⅝



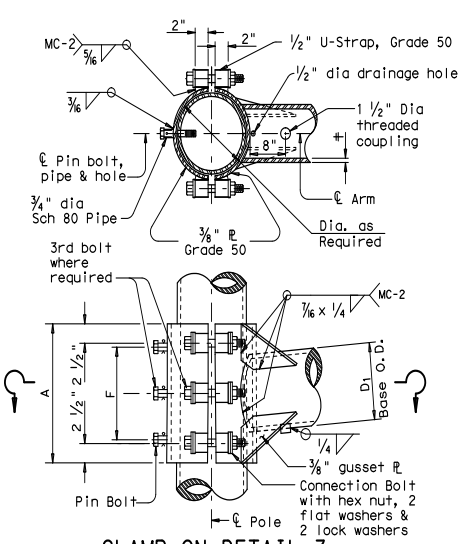
CLAMP-ON DETAIL 1

ARM SIZE D_1	ARM SIZE ∓	A	F	T	CONN. BOLTS No.	CONN. BOLTS Dia	PIN BOLTS No.	PIN BOLTS Dia
in.	in.	in.	in.	in.	ea.	in.	ea.	in.
7.0	.179	12	6	¾	4	¾	2	⅝
7.5	.179	14	8	¾	4	¾	2	⅝
8.0	.179	14	8	¾	4	¾	2	⅝
9.0	.179	16	10	⅞	4	1	2	⅝
10.0	.179	18	10	⅞	4	1	2	⅝
9.5	.239	18	10	1	6	1	3	⅝
10.0	.239	18	10	1	6	1	3	⅝



CLAMP-ON DETAIL 2

ARM SIZE D_1	ARM SIZE ∓	A	F	CONN. BOLTS No.	CONN. BOLTS Dia	PIN BOLTS No.	PIN BOLTS Dia
in.	in.	in.	in.	ea.	in.	ea.	in.
6.5	.179	12	6	4	1	2	⅝
7.5	.179	14	8	4	1	2	⅝
8.0	.179	14	8	4	1	2	⅝
9.0	.179	16	10	4	1	2	⅝
9.5	.179	18	12	6	1	3	⅝
9.5	.239	18	12	6	1	3	⅝
10.0	.239	18	12	6	1	3	⅝



CLAMP-ON DETAIL 3

GENERAL NOTES:

Clamp-on details are used for the second arm on dual mast arm assemblies. A Maximum 1 ½" wide vertical slotted hole shall be cut in the front clamp plate to facilitate drainage during galvanizing. The slot shall be centered behind the arm and shall be no longer than the arm diameter minus 1"

Fixed mount details are used for single mast arm assemblies and for the first arm on dual mast arm assemblies.

Where duplicate parts occur on a detail, welds shown for one part shall apply to all similar parts on the detail.

Pin bolts are required to prevent rotation of clamp-on arms under design wind forces.

NOTE:

Pin bolts shall be A325 with threads excluded from the shear plane. Pin bolt and ¾" dia pipe shall have 5/16" dia holes for a 1/16" dia galvanized cotter pin. Back clamp plate shall be furnished with a ¾" dia hole for each pin bolt. An 11/16" dia hole for each pin bolt shall be field drilled through the pole after arm orientations have been approved by the Engineer.

Texas Department of Transportation
Traffic Operations Division

STANDARD ASSEMBLY FOR TRAFFIC SIGNAL SUPPORT STRUCTURES

MAST ARM CONNECTIONS

MA-C-12

PACKET 13.302 October 10, 2023

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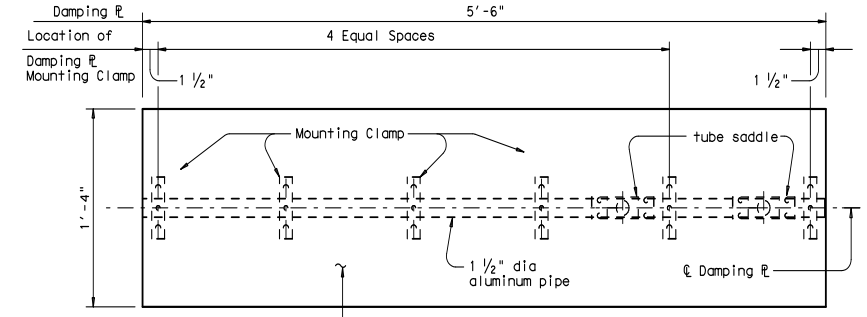
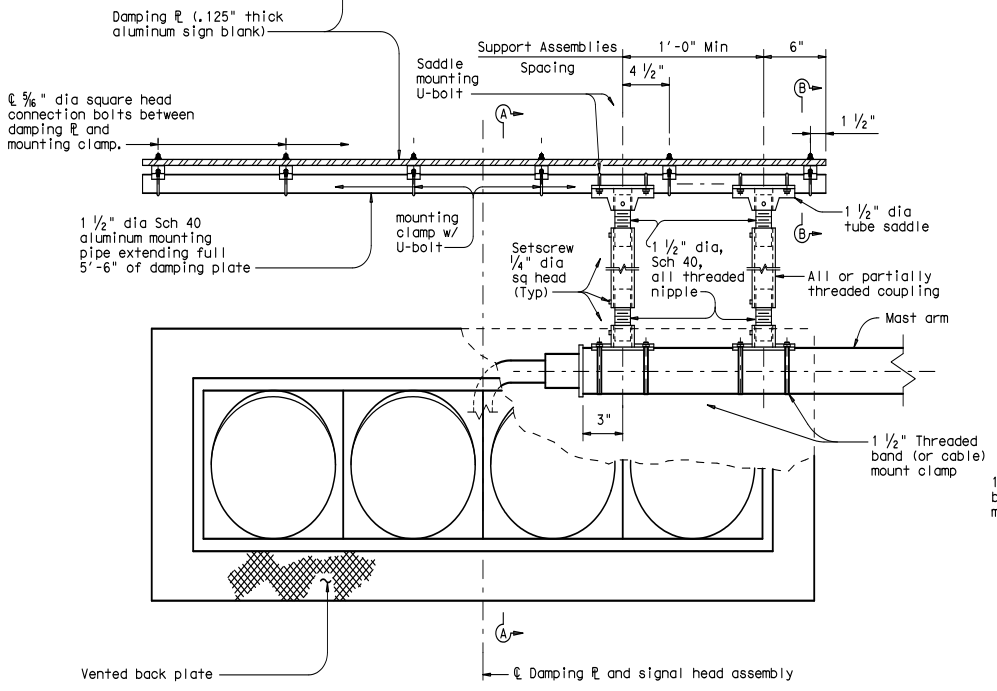


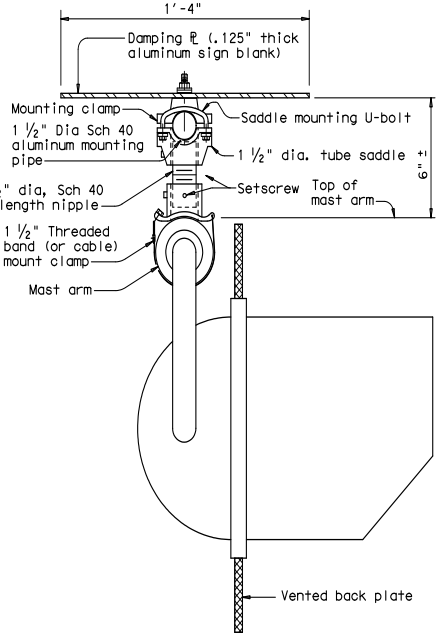
PLAN



ELEVATION

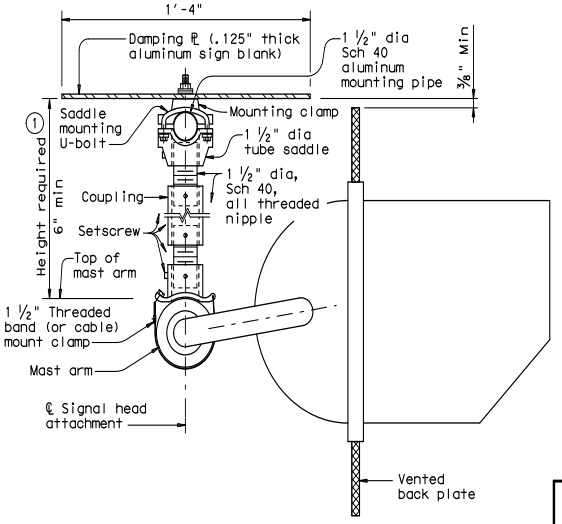
DAMPING PLATE MOUNTING DETAILS

(Showing alternate placement of signal head)



SECTION A-A

(Showing standard placement of signal head)
(Mounting clamp U-bolt is not shown for clarity)



SECTION A-A

(Showing alternate placement of signal head)
(Mounting clamp U-bolt is not shown for clarity)

GENERAL NOTES:

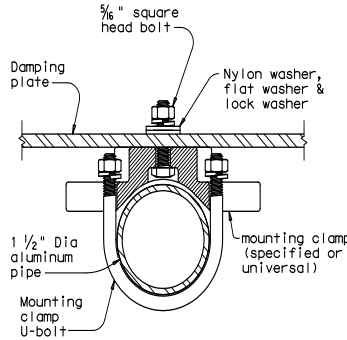
In accordance with the findings of TxDOT sponsored research, the installation of a damping plate in accordance with the details shown here at the end of signal mast arms of SMA and DMA standard structures reduces excessive harmonic vertical vibration, and thus fatigue damage. Any deviation from these details may reduce the effectiveness of this damping device.

Aluminum sign blank for damping plate shall conform to Departmental Material Specifications DMS-7110. Materials for mast arm mounting clamp and tube saddle shall be aluminum castings or aluminum alloys as in accordance with manufacturers' stipulations. Mounting pipe, pipe nipple and coupling shall be aluminum alloy 6061-T6 or 6063-T6. Damping plate mounting clamp and u-bolt assemblies shall conform to Standard sheet SMD(GEN)-08. U-bolts for saddle mounting shall have a minimum yield strength of 36 ksi.

Damping plate shall be mounted horizontally. Position centerline of damping plate to align with centerline of signal head assembly. Vertical clearance between signal head (with or without backing plate) and bottom of damping plate shall be maintained as shown. The attachments shown here are examples only, other supporting details which meet both alignment and vertical clearance requirements are also acceptable.

Unless stipulated by the manufacturers, all steel parts shall be galvanized finish in accordance with Standard Specification Item 445, "Galvanizing".

Contractor shall verify applicable field dimensions before the installation.



SECTION B-B

(Showing damping plate attachment)

① Recommended supporting assemblies to achieve required height			
Height required	One nipple each length	Two nipples each length plus	One coupling each length
6"-6 ¾"	3"	-	-
7"-8 ½"	4"	-	-
9"-10 ½"	6"	-	-
11"-15 ½"	-	4"	5"
16"-24"	-	6"	10"

Texas Department of Transportation
Traffic Operations Division

MAST ARM DAMPING PLATE DETAILS

MA-DPD-12

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	DIST	COUNTY	SHEET NO.

133

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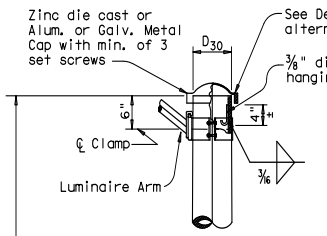
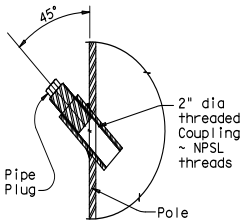
DATE:
FILE:

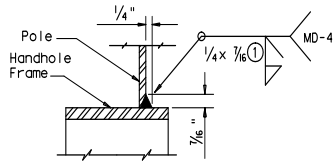


DETAIL A

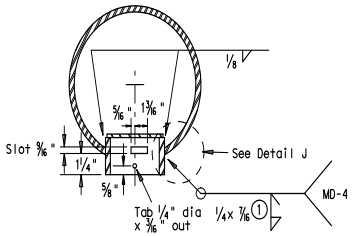
(for pole with luminaire)



POLE COUPLING DETAIL

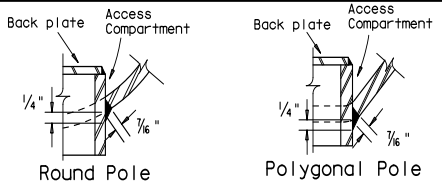


DETAIL G

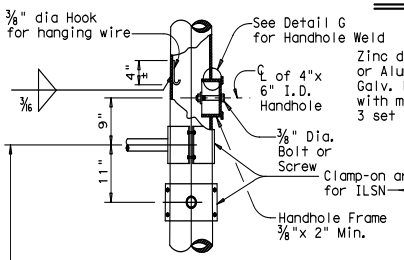


SECTION X-X

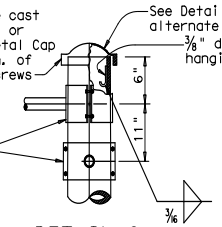
Opening for access compartment shall be no more than 1/16 inch wider than the access compartment itself.



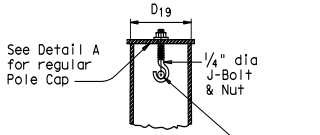
DETAIL J



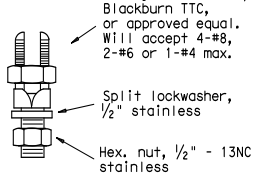
DETAIL B



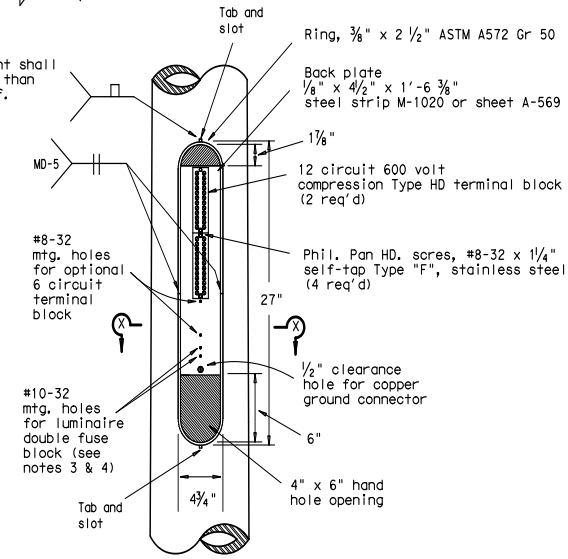
DETAIL C



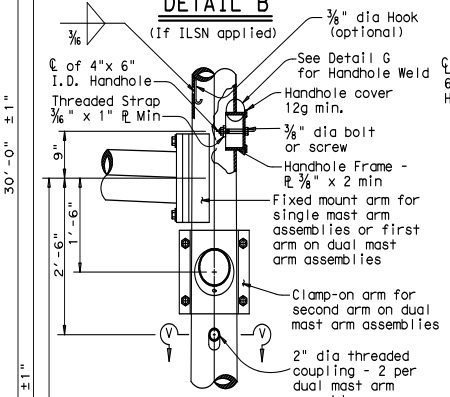
SECTION Y-Y



COPPER GROUND CONNECTOR

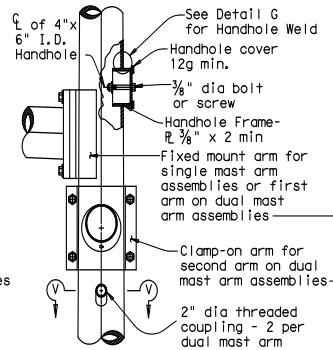


ACCESS COMPARTMENT



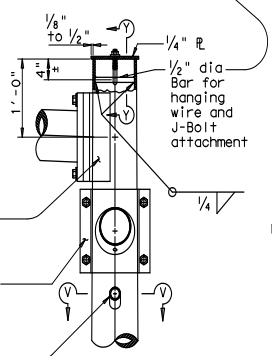
DETAIL D

(for 30' pole with luminaire and ILSN sign)



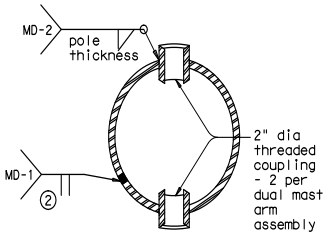
DETAIL E

(for 24' pole with ILSN sign and no luminaire)



DETAIL F

(for 19' pole with no ILSN sign and no luminaire)

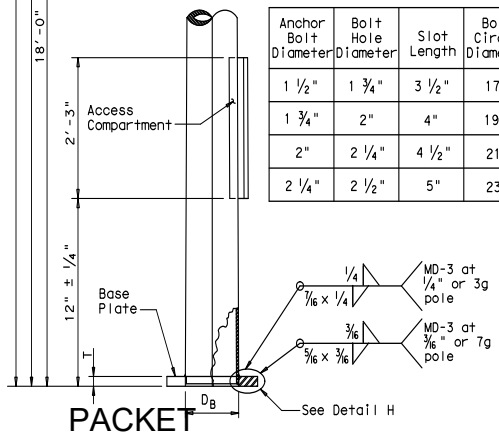


SECTION V-V

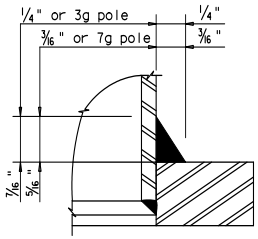
NOTES:

1. The cover shall be one piece formed from ABS plastic, shall be a pearl gray color, and shall be suitable for exposure to harsh sunlight and extreme weather. Cover shall latch with two screw latches and shall fit tightly to the enclosure ring to create a rainproof seal. Latch screws shall be 1/4-20 stainless flat socket head screws with tamper proof feature.
2. The pole manufacturer shall provide with each pole a separate kit consisting of: one cover with two latching assemblies, two terminal strips (Marathon #985GP12CU or approved equal), four #8-32 x 1 1/4" self tapping type "F" stainless steel pan head screws, and one ground connector (Blackburn TTC, Burndy KC22J12T13, or Ilsco SSS-5). The traffic signal contractor shall install the kit items in the field.
3. The screw hole spacing on the enclosure back plate shall be for two Marathon #985GP12 terminal strips, one Marathon #985GP06CU terminal strip, and one Bussmann #BM6032B fuse block.
4. Install one Bussmann #BM6032B, Littelfuse #L60030M-2C, or Ferraz-Shawmut #30352 fuse block for poles where luminaires are to be installed.

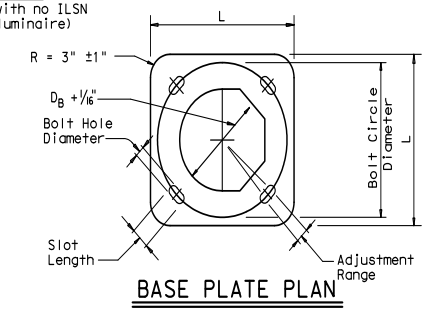
Anchor Bolt Diameter	Bolt Hole Diameter	Slot Length	Bolt Circle Diameter	Base PL Dim. L x T	Adjust. Range
1 1/2"	1 3/4"	3 1/2"	17"	18" x 1 1/2"	13.4°
1 3/4"	2"	4"	19"	20" x 1 3/4"	13.5°
2"	2 1/4"	4 1/2"	21"	22" x 2"	13.6°
2 1/4"	2 1/2"	5"	23"	24" x 2 1/4"	13.7°



POLE ELEVATION



DETAIL H



BASE PLATE PLAN

① 85% Min. penetration

② 60% Min. penetration 100% pemetration within 6" of circumferential base welds.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC SIGNAL SUPPORT STRUCTURES MAST ARM POLE DETAILS

MA-D-12

© TxDOT August 1995

DN: MS	CK: JSY	DW: FDN	CK: CAL
REVISIONS	CONT	SECT	JOB	HIGHWAY
8-99 1-12				
	DIST	COUNTY		SHEET NO.

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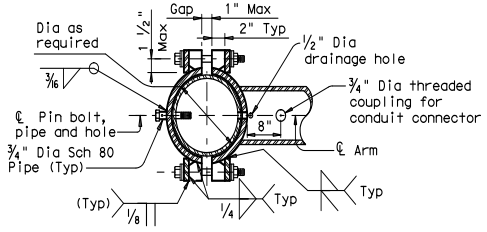
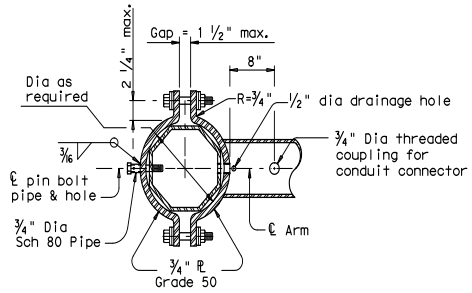
DATE:
FILE:

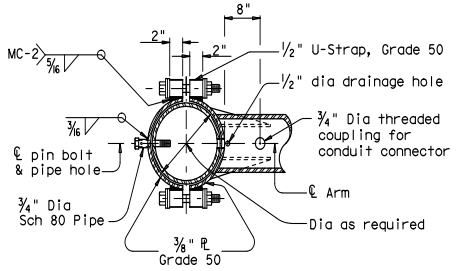
TABLE OF DIMENSIONS for ILSN Support Arm Clamp-on Details 1,2 and 3						
ILSN ARM SIZE	A	F	CONN. BOLTS		PIN BOLTS	
			No.	Dia	No.	Dia
3 in. dia Schedule 40 Pipe	in.	in.	ea.	in.	ea.	in.
	10	4	4	¾	2	⅝



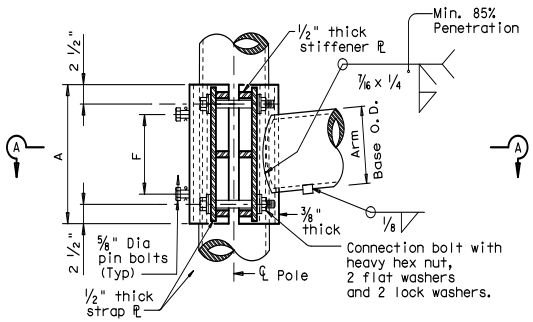
SECTION A-A



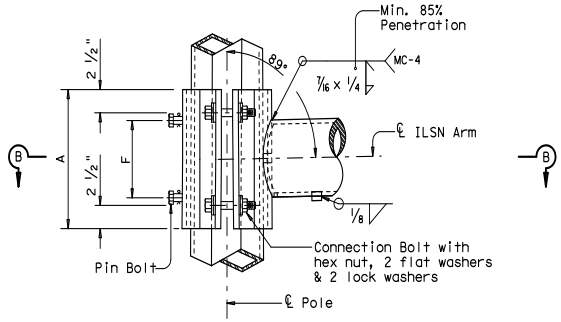
SECTION B-B



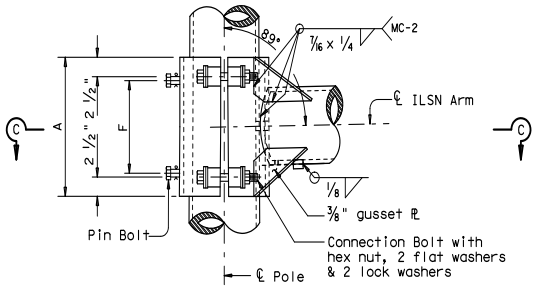
SECTION C-C



ILSN CLAMP-ON DETAIL 1



ILSN CLAMP-ON DETAIL 2



ILSN CLAMP-ON DETAIL 3

GENERAL NOTES:

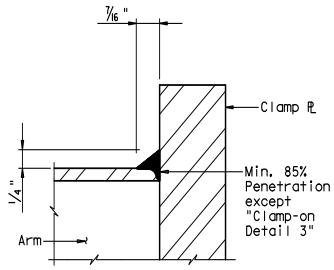
Clamp-on details shall be used for ILSN support arm assemblies. A 1 ½" inch diameter hole shall be cut in the front clamp plate for wiring access. A matched hole shall be field drilled through the pole to provide wire access after arm is oriented. Deburr both holes.

Where duplicate parts occur on a detail, welds shown for one part shall apply to all similar parts on the details.

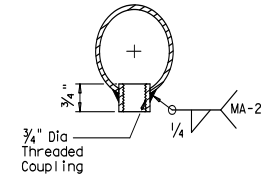
Pin bolts are required to prevent rotation of clamp-on arms under design wind forces.

NOTE:

Pin bolts shall be A325 with threads excluded from the shear plane. Pin bolt and ¾" dia pipe shall have 3/16" dia holes for a ⅛" dia galvanized cotter pin. Back clamp plate shall be furnished with a ¾" dia hole for each pin bolt. An 11/16" dia hole for each pin bolt shall be field drilled through the pole after arm orientations have been approved by the Engineer.



CLAMP-ON ARM



ILSN ARM COUPLING DETAIL

ARM BASE WELD DETAILS

Texas Department of Transportation
Traffic Operations Division

STANDARD ASSEMBLY FOR TRAFFIC SIGNAL SUPPORT STRUCTURES

MAST-ARM CONNECTIONS

MA-C(ILSN)-12

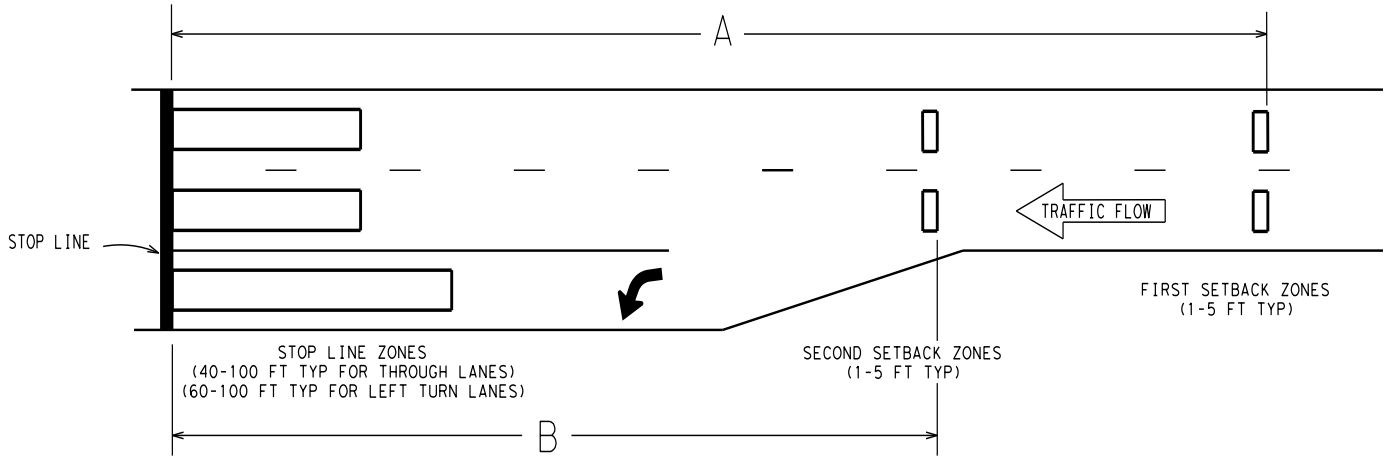
© TxDOT August 1995

DN: MS	CK: JSY	DW: MMF	CK: JSY
REVISIONS	CONT	SECT	JOB	HIGHWAY
5-96				
1-12				
	DIST	COUNTY		SHEET NO.

126B

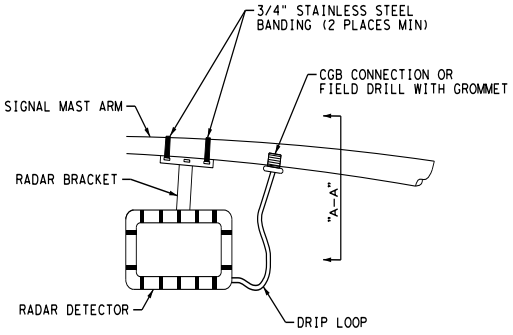
PACKET 13.305 October 10, 2023

RADAR DETECTION ZONE LOCATIONS

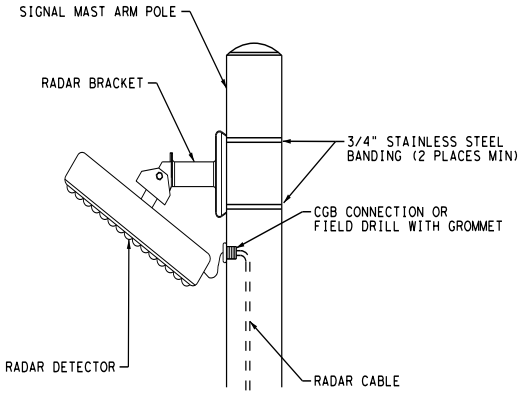


APPROACH SPEED LIMIT (MPH)	DISTANCE A (FT)	DISTANCE B (FT)	MINIMUM RANGE OF DETECTION (LF)
45	360	245	400
50	405	300	440
55	445	325	490
60	485	355	530
65	525	380	575
70	565	410	620

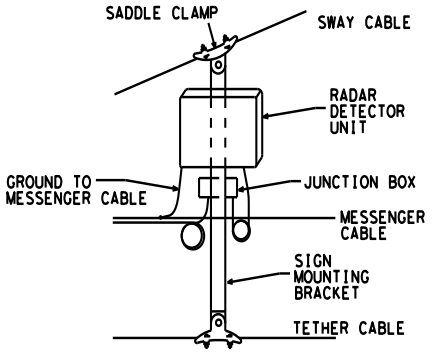
RADAR DETECTION INSTALLATION DETAILS



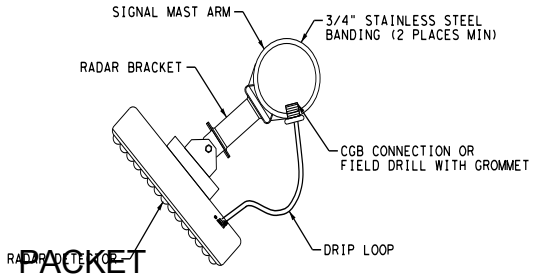
MAST ARM MOUNT



POLE MOUNT



SPAN WIRE MOUNT FOR ADVANCE RADAR



SECTION "A-A"

NOTES:

1. THE RADAR SENSOR MOUNTING BRACKET MUST BE ADJUSTABLE TO TILT UP, DOWN, LEFT, RIGHT, AND TO ROTATE.

2. THE RADAR DETECTOR UNITS SHOWN ARE NOT INTENDED TO REPRESENT ANY SPECIFIC BRAND OR PRODUCT, AND ALTERNATE MOUNTING METHODS MAY BE SUBMITTED FOR APPROVAL.

DALLAS DISTRICT STANDARD

Texas Department of Transportation
©2018
Dallas District

RADAR VEHICLE DETECTION SYSTEM
RVDS-18 (DAL)

©TxDOT May 2018	DN: EF	CK: ---	DW: EF	CK: TRF-Aus.
REVISIONS	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
	6	(SEE TITLE SHEET)		$HWY
	STATE	DISTRICT	COUNTY	SHEET NO.
	TEXAS	18	$CNTY	
	CONTROL	SECTION	JOB	
	$CONT	$SECT	$JOB	

City Council Meeting

Item Number: 14

Meeting Date: October 10, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: MOTION REJECTING THE SOLE PROPOSAL RECEIVED FOR CERTAIN AIRPORT PASSENGER SERVICES AT MIDLAND INTERNATIONAL AIR & SPACE PORT AND MIDLAND AIRPARK (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Motion rejecting the sole proposal received for Certain Airport Passenger Services at Midland International Air & Space Port and Midland Airpark.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is not required at this time.

Discussion:

The City Manager and/or City Manager's designee authorized the issuance of a request for proposals for Certain Airport Passenger Services at Midland International Air & Space Port and Midland Airpark for the Department of Airports. The proposal request was sent to twenty (20) companies. We received one (1) proposal. Staff recommends rejecting the sole proposal received for Certain Passenger Airport Services at Midland International Air & Space Port and Midland Airpark for the Department of Airports. Please see the attached memo from Justine Ruff, Director of Airports, for more information.

Therefore, please consider a resolution rejecting the sole proposal received for Certain Airport Passenger Services at Midland International Air & Space Port and Midland Airpark.

Tina Daug

City Manager's Office

DATE: September 25, 2023

TO: Regina Stephenson, General Services Director

FROM: Aaron Easton, Deputy Director of Airports

SUBJECT: Memo of Support Authorizing the Rejection of Proposal Received for Request for Proposals for Certain Airport Services at Midland International Air & Space Port and Midland Airpark for the Department of Airports.

Advertisement of a Request for Proposals for certain Airport Passenger Services at Midland International Air & Space Port and Midland Airpark and to negotiate an agreement for said services was approved during Council's June 27, 2023, session. One (1) proposal was received.

Airport staff recommends rejecting the proposal due to the lack of clarity and vagueness of its content. The proposal also suggests that the sky cap, valet parking, and vehicle key hosting would require the same amount of personnel as our janitorial contract, which costs the Airport over $100,000 per month.

City Council Meeting

Item Number: **15**

Meeting Date: **October 10, 2023**

To: **City Council / City Manager**

From: **Mark Widmann, Director**

Subject: RESOLUTION AMENDING THE CITY OF MIDLAND PERSONNEL POLICIES SO AS TO REVISE THE DEFINITION OF "DEPARTMENT MANAGERS"; AND PROVIDING AN EFFECTIVE DATE OF OCTOBER 11, 2023 **(DISTRICT: NONE) (ADMINISTRATIVE SERVICES)**

Purpose:

This resolution adds the Department Managers to the updated organizational structure: i). Chief Transformation Officer/Director, and ii). Director of Capital Improvement Projects to the City of Midland Personnel Policies, aligning with the updated organizational structure.
.

Recommended City Council Action:

Approve

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AMENDING THE CITY OF MIDLAND PERSONNEL POLICIES SO AS TO REVISE THE DEFINITION OF "DEPARTMENT MANAGERS"; AND PROVIDING AN EFFECTIVE DATE OF OCTOBER 11, 2023

WHEREAS, the City Council finds it to be in the public interest to approve and adopt certain amendments to the City of Midland Personnel Policies;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City of Midland Personnel Policies are hereby amended to read in their entirety as shown in Exhibit "A", which is attached hereto and incorporated herein (the "Amended Personnel Policies").

SECTION TWO. That the Amended Personnel Policies shall become effective October 11, 2023.

SECTION THREE. That the Administrative Services Director is hereby authorized to make non-substantive ministerial revisions to the Amended Personnel Policies, such as correcting misspellings, grammatical errors, and cross-references and making formatting changes.

SECTION FOUR. That should any section, clause, or provision of this resolution or the Amended Personnel Policies be declared by a court of competent jurisdiction to be invalid, same shall not affect the validity of this resolution or any other resolution of the City as a whole, or any part thereof, or the Amended Personnel Policies other than the part so declared to be invalid.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Mark Widmann, Administrative Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

City of Midland, Texas
Personnel Policies

ORIGINAL PRINT, 1970

REVISED, October 10, 2023

Certificates

This certificate shall be placed at the beginning of the City's Personnel Policies. Resolution Number 2009-341, adopted by the Midland City Council on December 8, 2009, amends the Cityof Midland Personnel Policies. The City of Midland Personnel Policies are amended as if Resolution Number 2009-341 was entirely incorporated and written verbatim into the City of Midland Personnel Policies. I am authorized to execute this certification on behalf of the City ofMidland, Texas, by the City Charter, Ordinances of the City of Midland, Sections 271.151 to Section 271.160 of the Texas Local Government Code, as amended, and Resolution Number 2009-341.

W. Wesley Perry, Mayor

This certificate shall be placed at the beginning of the City of Midland Personnel Policies. Resolution No. 2011-067, adopted by the Midland City Council on April 12, 2011, amends the City of Midland Personnel Policies. The City of Midland Personnel Policies are amended as if Resolution No. 2011-067 was entirely incorporated and written verbatim into the City of MidlandPersonnel Policies. I am authorized to execute this certification on behalf of the City of Midland,Texas, by the City Charter, Ordinances of the City of Midland, Sections 271.151-.160 of the Texas Local Government Code, as amended, and Resolution No. 2011-067.

W. Wesley Perry, Mayor

This certificate shall be placed at the beginning of the City of Midland Personnel Policies. The City shall be bound by this execution and it is not necessary for the employee to execute any instrument to be bound. All employees accept these policies by actual performance.

Resolution No. 2011-185, adopted by the Midland City Council on August 9, 2011, amends the City of Midland Personnel Policies. The City of Midland Personnel Policies are amended as if Resolution No. 2011-185 was entirely incorporated and written verbatim into the City of Midland Personnel Policies. I am authorized to execute this certification on behalf of the City of Midland, Texas, by the City Charter, Ordinances of the City of Midland, Sections 271.151-.160 of the Texas Local Government Code, as amended, and Resolution No. 2011-185.

W. Wesley Perry, Mayor

This certificate shall be placed at the beginning of the City of Midland Personnel Policies. The City shall be bound by this execution and it is not necessary for the employee to execute any instrument to be bound. All employees accept these policies by actual performance.

Resolution No. 2018-225, adopted by the Midland City Council on June 27, 2018, amends the City of Midland Personnel Policies. The City of Midland Personnel Policies are amended as if Resolution No. 2018-225 was entirely incorporated and written verbatim into the City of MidlandPersonnel Policies. I am authorized to execute this certification on behalf of the City of Midland,Texas, by the City Charter, Ordinances of the City of Midland, Sections 271.151-.160 of the Texas Local Government Code, as amended, and Resolution No. 2018-225.

Jerry F. Morales, Mayor

ORIGINAL PRINT, 1970

REVISED, October 10, 2023

This certificate shall be placed at the beginning of the City of Midland Personnel Policies. The City shall be bound by this execution and it is not necessary for the employee to execute any instrument to be bound. All employees accept these policies by actual performance.

Resolution No. 2021-065, adopted by the Midland City Council on May 25, 2021, amends the City of Midland Personnel Policies. The City of Midland Personnel Policies are amended as if Resolution No. 2021-065 was entirely incorporated and written verbatim into the City of MidlandPersonnel Policies. I am authorized to execute this certification on behalf of the City of Midland,Texas, by the City Charter, Ordinances of the City of Midland, Sections 271.151-.160 of the Texas Local Government Code, as amended, and Resolution No. 2021-065.

Patrick Payton, Mayor

This certificate shall be placed at the beginning of the City of Midland Personnel Policies. The City shall be bound by this execution and it is not necessary for the employee to execute any instrument to be bound. All employees accept these policies by actual performance.

Resolution No. 2023-088, adopted by the Midland City Council on July 11, 2023, amends the City of Midland Personnel Policies. The City of Midland Personnel Policies are amended as if Resolution No. 2023-088 was entirely incorporated and written verbatim into the City of MidlandPersonnel Policies. I am authorized to execute this certification on behalf of the City of Midland,Texas, by the City Charter, Ordinances of the City of Midland, Sections 271.151-.160 of the Texas Local Government Code, as amended, and Resolution No. 2023-088.

Lori Blong, Mayor

This certificate shall be placed at the beginning of the City of Midland Personnel Policies. The City shall be bound by this execution and it is not necessary for the employee to execute any instrument to be bound. All employees accept these policies by actual performance.

Resolution No. 2023-105, adopted by the Midland City Council on August 8, 2023, amends the City of Midland Personnel Policies. The City of Midland Personnel Policies are amended as if Resolution No. 2023-105 was entirely incorporated and written verbatim into the City of Midland Personnel Policies. I am authorized to execute this certification on behalf of the City of Midland, Texas, by the City Charter, Ordinances of the City of Midland, Sections 271.151-.160 of the Texas Local Government Code, as amended, and Resolution No. 2023-105.

Lori Blong, Mayor

This certificate shall be placed at the beginning of the City of Midland Personnel Policies. The City shall be bound by this execution and it is not necessary for the employee to execute any instrument to be bound. All employees accept these policies by actual performance.

Resolution No. 2023-xxx, adopted by the Midland City Council on October 10, 2023, amends the City of Midland Personnel Policies. The City of Midland Personnel Policies are amended as if Resolution No. 2023-xxx was entirely incorporated and written verbatim into the City of Midland Personnel Policies. I am authorized to execute this certification on behalf of the City of Midland, Texas, by the City Charter, Ordinances of the City of Midland, Sections 271.151-.160 of the Texas Local Government Code, as amended, and Resolution No. 2023- xxx.

Lori Blong, Mayor

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REVISED, October 10, 2023

Personnel Policies
With Explanations

Foreword

The intent of this document is to provide helpful personnel information to every employee of the City of Midland. It is compiled after much consideration by many members of the City staff. It is designed as a device for better understanding and communication among the employees.

This manual is to be used as a reference, and knowledge of its contents is essential.

Policy changes may occur often, and the information in this handbook will change. As an employee, your input is important and appreciated.

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City of Midland Personnel Policies

Chapter I

Purpose

Section 1 Objectives

The objectives of these rules are to facilitate efficient and economical services to the public and to provide for a fair and equitable system of personnel management for the City. While these rules constitute a precise statement of policies and procedures, they are not intended to cover every conceivable personnelsituation that may arise. As with any ordinance or regulation, these rules must be supplemented with administrative regulations in addition to the principles and policies set forth. For this reason, considerable latitude shall be given to the City Manager and the Administrative Services Director for administration of these policies within the framework set forth in these rules. It is expected that amendments and revisions affecting personnel policies will be made from time to time when they are necessary to meet changing conditions.

Section 2 Applicability

These rules, policies and procedures shall apply to and govern all employees of the City of Midland, except when these rules are inconsistent with State legislation. Words used in the singular shall be construed to read in the plural and words used in the masculine gender shall be construed to read in the feminine. Failure to comply with these policies may result in disciplinary action being taken against an employee. Nothing in these rules, policies and procedures, except Chapter XII, shall be considered or construed to establish an employment agreement or contractor right of employment with the City of Midland. Nothing in these policies, rules and procedures, except Chapter XII, should be construed as an employment agreement, guarantee of or contract for continued benefits from or employment by the City of Midland. Severance as defined in these rules and policies shall mean salary and all other compensation. Severance is to be paid in a lump sum upon involuntary separation. The Mayor shall have the authority to execute and approve amendments and modifications to employment agreements entered into under Chapter XII. The standard for compliance by the City with these personnel policies, rules or procedures shall be substantial compliance. A violation of or failure to follow any rule or procedure shall not form a basis for any civil or criminal action against the City or any employee or official of the City who is acting on behalf of the City except as authorized by Sections 271.151 through 271.160 of the Texas Local Government Code, as amended. The administrative remedy set out in these rules and procedures is the exclusive remedy. There shall be no appeal to or action in any court except on constitutional or statutory grounds. These personnel rules, policies and procedures shall be implemented, administered and construed to comply with applicable local, state and federal laws.That the term Other Employees as used in these policies shall only mean the Deputy City Manager, Assistant City Manager and First Assistant City Attorney. That Chapter XII and its related definitions are a contract for providing services as authorized by Sections 271.151 through 271.160 of the Texas Local Government Code, as amended. The testing of employees conducted in conjunction with the administration and enforcement of the City's drug and alcohol testing policy shall be conducted in accordance with the United States Constitution, the Texas Constitution, federal and state laws, and regulations and judicial precedent. Except as outlined in Chapter XII, an employee's at-will employment status is not modified by these policies and the Midland City Council reserves the right to amend these personnel policies in accordance with applicable statues. As used in these rules and policies, council appointees shall mean the City Manager, City Attorney, City Secretary, the Presiding Municipal Court Judge and the Associate Municipal Court Judge.

Section 3 Nondiscrimination

Equal employment opportunities shall be afforded to all qualified persons seeking employment with the City of Midland, Texas, and no person shall be refused employment because of race, age, color, creed, sex, national origin, disability, or genetic information, nor shall any person be promoted, demoted, transferred or discharged for reasons other than merit. Discrimination against any person in recruitment, examination, appointment, training, promotion, retention, discipline, compensation or any other aspect of

personnel administration because of race, age, color, creed, sex, national origin, disability, or genetic information is prohibited.

Section 4 Mission

We, the employees of the City of Midland, are passionate and energetic about the service we provide to each other and our community.

Section 5 Vision

Midland is a growing urban center in Texas, with a healthy economy and a vibrant downtown.

We enjoy great living, abundant leisure opportunities, and effective transportation-easy movement through our City.

Our diverse Midland community works together for a bright sustainable future; our City is recognized as a leader.

Section 6 Guiding Principles

1. Demonstrate integrity, respect and value everyone.
2. Exhibit professionalism by being accountable and dependable.
3. Exercise cooperation through a dedication to serve others.

Chapter II

General Provisions

Section 1 Political Activity

While in uniform or on active duty, an employee of the City of Midland may not engage in a political activity relating to a campaign for an elective office.

For the purposes of this section, a person engages in a political activity if the person:

a. Makes a public political speech supporting or opposing a candidate;

b. Distributes a card or other political literature relating to the campaign of a candidate;

c. Wears a campaign button;

d. Circulates or signs a petition for a candidate;

e. Solicits votes for a candidate;

f. Solicits campaign contributions for a candidate.

While out of uniform and not on active duty, an employee of the City of Midland may engage in a political activity relating to a campaign for an elective office, including each activity listed, except that the person may not solicit campaign contributions for a candidate other than from members of an employee organization to which that person belongs. See Texas Local Government Code 150.002.

Section 2 Disclosure of Religious Affiliations

No question in any text, in any application form or in any personnel proceeding, or of any appointing authority, shall be so framed as to attempt to elicit information concerning religious opinions or affiliations of any applicant or employee. No appointment to, or removal from, a position with the City of Midland shall be affected or influenced in any manner by any religious opinion or affiliation.

Section 3 Nepotism

a. No person related, within the second degree of affinity (marriage) or within the third degree of consanguinity (blood), to the Mayor, member of the City Council, or the City Manager shall be appointed to any office, position or clerkship or other service to the City.

b. In addition to the above stipulation, it is hereby provided that relatives or family members related within the second degree of affinity or the second degree of consanguinity (as defined in section "d" of this regulation) shall not be appointed to serve in positions in the same division (except for Police and Fire Departments, where the term “on the same shift assignment” shall be substituted for the term “in the same division”) or in a position where one relative is to supervise or have influence over the other's employment. Any Department Manager who feels that such appointments are justified and necessary must present to the Administrative Services Director the reason and needs which are the basis for requesting the appointment. The City Manager's approval will be needed to make the appointment official.

c. In the event of reorganization, promotion, or marriage between two City employees, the following shall apply:

1) If the affected employees are employed in different departments or different divisions of a department and neither is in a position to supervise or have influence over the other's employment, no change in employment status will be required,

2) If the affected employees are employed in the same division of a department (or one is in a position to supervise or have influence over the other's employment), one of them must seek a transfer to another division of that department or to another department. Said employee may apply for any position for which they meet the minimum qualifications, but cannot remain in the same division for more than 90 days. At the end of the 90-day period one of the two must either terminate employment or accept reassignment to a position selected by the City Manager. Such reassignment shall be at the City Manager's sole discretion with due regard for the individual's skills and qualifications and the organization's needs. The City Manager may extend the 90 day limit an additional 90 days if the City Manager finds an extension to be in the best interest of the City of Midland.

d. For the purpose of this policy, the following shall constitute familial relationships:

1) Consanguinity (Blood): 1st degree includes Mother, Father, Son and Daughter; 2nd degree includes Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter; 3rd degree includes Uncle, Aunt, Nephew, Niece, Great Grandson, Great Granddaughter, Great Grandfather, Great Grandmother.

2) Affinity (Marriage): 1st degree includes Spouse, Mother-in-law, Father-in-law, Son-in-law, and Daughter-in-law (for the purposes of this policy 1st degree relationship will also apply to Stepmother, Stepfather, Stepson, and Stepdaughter); 2nd degree includes Brother-in-law, Sister-in-law (for the purpose of this policy 2nd degree relationship will also apply to Stepbrother and Stepsister), Grandfather-in-law, Grandmother-in-law, Grandson-in-law, Granddaughter-in-law.

Relatives who are currently employed in situations that would be a violation of this policy on the date it becomes effective shall not have their current employment status affected.

Section 4 Oath of Office

"All officers of the City, whether elective or appointive, shall qualify by taking the oath prescribed by the constitution of this state and by executing such bond as may be required under the provisions of this Charter and the ordinances and resolutions of the City". (Charter of the City of Midland, Article IV, Section 8)

Section 5 Solicitations

No solicitation of funds of any character or for any purpose whatsoever shall be permitted among city employees on the job without the express approval of the City Manager.

Section 6 Financial Responsibility of Employees

Employees of the City of Midland are expected to maintain a good credit standing in the community and to pay their obligations promptly. The City shall in no way serve as a collecting agency or arbitrator. Failure of an employee to pay or make reasonable provisions for future payment of his debts to such an extent that such failure shall be detrimental to the City services may be just cause for dismissal.

Section 7 Outside Employment

Full-time City employees are not encouraged to accept additional employment from another source. However, in certain situations, occasional and part-time work will be allowed if approved by the Department Manager and the City Manager and if the work does not constitute a conflict of interest, does not interfere with the employee efficiently carrying out his normal duties with the City, and does not involve the use of City time or City equipment. If an employee shall become unable to perform the duties of his City job because of any injury or other incapacitating cause while in the employment of an employerother than the City, the City may, at its sole option, reduce the benefits otherwise granted by thesepolicies to whatever amount or degree the City deems to be justified.

Section 8 City-Owned Vehicles

All employees who drive City-owned vehicles in the performance of their duties are responsible for their proper operation. No City vehicle or piece of equipment used in normal operation or an emergency vehicle housed at an employee's home is to be used for personal business, except police. No City employee may drive a City vehicle if he does not have a valid driver's license.

Section 9 Employment Conditions

These rules shall become a part of the employment conditions of each employee and employment or continued employment with the City shall be contingent upon the employee's compliance with theprovisions of these rules. Within ninety (90) days after the adoption of these rules and at the time of employment of each new employee, a copy of these rules in handbook form incorporating pertinent phrases of these rules shall be furnished to each employee.

Section 10 Amendment and Revision of Rules

The Director of Administrative Services may make recommendations for amendment and revision ofthese rules to the City Manager. If the City Manager shall approve such changes, he in turn shall submit them to the City Council for their approval. All rules and amendments thereto shall become effective uponthe date of their approval by the City Council.

A copy of the Personnel Policies, Rules and Procedures, and all amendments or changes shall be filed in the office of the City Secretary and shall be available for inspection by all City employees and the public. Such filing shall constitute notice to all employees of the personnel policies, rules and procedures and of all amendments and changes. The Personnel Policies, Rules and Procedures manual, as amended or changed from time to time, shall supersede any conflicting provisions previously adopted. The rules, policies and procedures described herein may be amended, changed or terminated in whole or in part, at any time by the City of Midland. If an employee continues to work for the City of Midland for thirty (30) days after the effective date of any such amendment, change or termination, the employee will be deemed to have accepted such amendment, change or termination.

Section 11 Possession of Weapons

No employee, other than a peace officer, shall carry on or about his/her person, at a City work site, any instrument or weapon that is specifically designed, made, or adapted for the purpose of inflicting serious bodily injury or death, including, but not limited to, clubs, firearms, handguns, illegal knives, explosives, crossbows, bow and arrows, throwing stars and knuckles. No employee, other than a peace officer, shall carry a concealed weapon in any City building, regardless of whether or not the person is duly licensed by the State of Texas to carry a concealed handgun. No employee, other than a peace officer, may carry a weapon on or about his/her person at any time while conducting City business. The term "City work site" includes not only City buildings and property, but also other assigned work locations, City vehicles and City equipment. The term "City building" means any and all buildings or portions of buildings owned, leased, or otherwise controlled by the City of Midland.

Chapter III

Organization and Administration

Section 1 Organization of Personnel

a. The City Council. "The compensation of all appointive officers and employees shall be fixed by the City Council, who may increase or diminish compensation at will or abolish any appointive office entirely at any time." (Charter of the City of Midland, Article IV, Section 14c)

b. The City Manager. The City Manager will advise the City Council on personnel matters and recommend to them changes in personnel policies, changes in personnel rules and regulations, the compensation rates of appointive officers and other City employees, and any other changes that he may deem necessary or expedient. The City Manager is responsible for the administration of the personnel program of the City of Midland and to assist him in this function he may appoint a Director of Administrative Services.

c. Director of Administrative Services. The Director of Administrative Services and the Administrative Services Department, acting under his supervision, will represent the City Manager with regard to routine administration of all phases of these rules and policies.

d. Department Managers. Department managers are expected to effectively supervise their employees and to maintain proper working relationships. They may adopt and enforce departmental regulations not inconsistent with these rules and regulations. Department Managers will report on the efficiency of their subordinates and notify the Director of Administrative Services of changes in duties of their employees, in order that the City of Midland classification plan may be maintained. The Department Managers will recommend to the City Manager merit increases for their employees. Department Managers will have the power of appointment and removal in their departments, including the power to appoint division managers. The appointment of new employees by department managers will be made only from eligible applicants referred to them by the Director of Administrative Services with exceptions as noted under Chapter IV, Section 2. Transfers and reclassification should be consummated only after a study of information contained in the individual's file and after consultation with the Director of Administrative Services.

Chapter IV

Applications, Applicants, and Conditions of Employment

Section 1 Basis of Employment

All initial employment with the City of Midland shall be based on merit, ability, and physical and moral fitness, and may include any or all of the following:

a. Training and experience as reflected by the application form, plus other documentary evidence as to certification, registration, etc., if requested;

b. Job related written and/or performance tests as required;

c. A job related physical examination and/or functional capacity screening;

d. Background check for conviction of crimes involving moral turpitude and (in connection with jobs involving the operation of motor vehicles) moving traffic violations;

e. Character investigations made by the Administrative Services Department and/or the manager of the department concerned.

Exceptions to the procedures in this chapter may apply to: (1) Police officers, (2) Firefighters, (3)Seasonal recreation employees, (4) Department managers, (5) Council appointees and their assistants.

Section 2 Recruitment

This function is one of the services performed by the Administrative Services Department, for permanent, part-time, and seasonal employees paid by the City. The central office will maintain files of applications. These are to be obtained through personal contacts from individuals applying to the City, throughcontacts with established employment agencies, and/or by way of advertising. The Director of Administrative Services or those designated by him will conduct the initial recruiting, and screening. Suitable and eligible applicants will be referred to Department Managers or those designated by them for additional interview and employment.

Section 3 Requests for Personnel

When departments submit requests to the Administrative Services Department for persons to fill vacancies, such requests shall include the title of the position to be filled, contemplated initial salary or wages, desired training and/or experience qualifications and such other pertinent information as may be needed to enable the Administrative Services Department to most satisfactorily find the personnel being sought by the department. When circumstances permit, requests for personnel should be made areasonable period of time in advance of the actual need.

Section 4 Applicant Preference

Other qualifications being equal, departments will be expected to extend hiring preference to persons currently employed by the City of Midland.

Section 5 Residence

Other qualifications being equal, applicants who live inside the corporate limits of the City of Midland should be given preference over those living outside the City limits when appointments to positions with the City are being made.

Section 6 Announcements

All positions will be opened to applicants outside the city organization, at the department's discretion, and shall be posted for at least five (5) working days. If a shorter publication period is required due to an emergency, written justification should be included with the requisition and must be approved by the City Manager or the City Manager's designee.

Section 7 Application and Selection Procedures

All persons seeking initial employment or re-employment will be required to complete an application with the Administrative Services Department. Applications will be maintained by the City of Midland's Administrative Services Office, City Hall, 300 N. Loraine. Referrals will be made from the City of Midland's applicant database. Suitable and eligible candidates will be selected according to the requirements the department places on the requisition; which will include education, skills, experience and any affirmative action requirements, etc. Candidates will be required to complete typing, data entry, aptitude and/or psychological testing when necessary.

Recruiting departments shall only interview those persons who have completed a City of Midland Application Form. No formal job offers are to be made at the time of the interview. If the interviewer determines that a candidate is acceptable, the Administrative Services office will extend an offer of employment, contingent upon the successful completion of background investigations, physical examinations and/or functional capacity screening, and drug/alcohol screening.

Section 8 Appointments

As indicated above, no person shall be employed prior to completion of the application and selection process described above. The recruiting department shall notify the Administrative Services office of the preferred candidate and the date they would like to have the candidate begin employment. The department shall schedule an appointment with the Administrative Services Department for the enrollment/orientation of all new employees.

If no candidate possessing the minimum qualifications is located or approved by the recruiting department, a lesser-qualified person in a lesser classification may fill the budgeted position.

Section 9 Physical Standards

a. Medical Examination Requirements. All new and former employees will undergo a prescribed medical and/or functional capacity examination, to be made by some officially designated medical authority. The purpose of the examination will be the determination and certification of physical fitness and ability to perform duties of the position to which appointment is being considered. Such examinations are to be made as near the effective date of employment as possible.

The Administrative Services Department has the responsibility of making appointments and arrangements for obtaining the examinations, and matters concerning the initiation and completion of the requirements should be taken up with the Administrative Services Department.

b. Exceptions. Physical standards and requirements may vary somewhat in accordance with the duties and working conditions as generally set forth in the specifications for various positions and also as to anticipated length of employment.

The Administrative Services Department will advise the examining medical officer regarding any special or unusual requirements of this nature. The opinion and recommendation of the examining medical officer will govern and determine the acceptability of any person for employment, and particular attention will be given to the present or future capacity of the prospective employee to perform the required duties of the position, with or without a reasonable accommodation.

The examining medical officer will complete and forward to the Administrative Services Department a complete report on the prescribed form indicating his specific recommendations as to the suitability of the person for employment in the position indicated.

Section 10 Age Requirements

Age limits are indicated in some specifications for various classes of positions, upon the basis of a bona fide occupational qualification or statutory requirement.

Within statutory limits and restrictions, minors may be considered for employment in positions of a non-hazardous nature. In all instances, the parents of such minors shall be required to execute a waiver and release form, which will be provided by the Administrative Services Department. Any questions relative to matters of this nature, which cannot be satisfactorily solved by the Administrative Services department, will be referred to the City Attorney, whose ruling shall be final and governing.

Section 11 Standards of Conduct

To an unusual extent, and in a peculiar sense, employees of a municipal organization are the "Good Will Ambassadors" of the City, and such status involves a degree of duty and obligation regarding public and private conduct which is not common to many other classes of employment. The attitude and deportment of City employees should at all times be such as to promote the good will and favorable attitude of the public toward City Administration and its program and policies.

Section 12 Types of Positions

a. Full-Time. Full-time employees are employees who have a required workweek equaling or exceeding the full-time, established workweek.

b. Part-Time. Part-time employees are hourly paid employees working less than 30 hours each week. Part-time employees who are not temporary employees and who work at least 1,000 hours each year shall participate in the Texas Municipal Retirement System.

Part-Time employees shall not be eligible for Paid Time Off, holidays, or participation in any benefit program, including group insurance programs and other special benefit programs, unless specifically provided for in these policies, or required by State or Federal Law.

c. Temporary. Temporary employees are employees (whether full-time or part-time) who are anticipated to be working for the City for a comparatively short or definitely limited duration, not exceeding 960 working hours within a 12 month period. If a temporary employee who has had no break of time in his service and who works a full eight-hour day and a full normal work week is transferred to permanent status, he will be eligible for all the benefits of a permanent employee retroactive to the employment date of his uninterrupted service.

Section 13 Disqualification for Employment

The Director of Administrative Services may reject any application that indicates on its face that the applicant does not possess the minimum qualifications required for the position, and he may exclude or deny certification to any application for, but not limited to, the following reasons:

a. He does not possess the bona fide occupational qualifications necessary for the performance of the duties of the position to which he seeks appointment.

b. He has intentionally made false statements in his application or in the examination or has practiced or attempted to practice deception or fraud in connection with such application.

c. He is receiving pension benefits under a retirement plan of the City.

d. He refuses to participate in a retirement system, insurance program or social security program as required in these rules under Chapter X.

e. Any other grounds set forth in Chapter VIII of these rules.

Section 14 Probation Periods

a. Every employee, including part-time, seasonal, and temporary employees, shall be on probation for a period of one (1) year (twelve (12) months), unless the City Manager otherwise specifies a shorter period. In no case shall a probation period be less than six (6) months.

b. When the employee first reports for work, he shall be notified of the fact that he will be on probation for the required number of months. During that time, the supervisor shall observe his work with particular care, train, and advise the employee in the performance of his duties and let him know whether he is progressing satisfactorily.

c. At the close of the probationary period, the Department Manager shall do one of the following:

1) End the employee's probationary status and process any pay increase that may be allowed under the pay plan structure;
2) extend the probationary period for a period not to exceed six (6) months as described in Subsection d below; or
3) dismiss the employee.

d. Prior to the close of an employee's probationary period, an employee's Department Manager may notify the Director of Administrative Services of the Department Manager determination that the employee's probationary period should be extended. The Department Manager and the Director of Administrative Services may subsequently recommend to the City Manager or the City Manager's designee that the employee's probationary period be extended, and the City Manager or the City Manager's designee shall decide whether to grant the extension. The City Manager or the City Manager's designee may grant one (1) extension of the probationary period for a period not to exceed six (6) months. For the avoidance of doubt, any such extension must be granted prior to the expiration of the initial probationary period and shall become effective at the close of the employee's initial probationary period.

At the close of any extension of the probationary period, the Department Manager shall do one of the following:

1) End the employee's probationary status and process any pay increase that may be allowed under the pay plan structure; or
2) dismiss the employee.

e. Probationary employees are entitled to all benefits as set out in these rules, however, probationary employees may be discharged with or without specific reason and shall not be entitled to the appeal procedure set out in these rules for any adverse action to or termination during the probation period. Probationary employees shall be entitled to a "name clearing hearing" as outlined in Chapter VIII of these rules.

f. Employees promoted or transferred within the City service shall be on probation for their first twelve months. During that time the Department Manager may cancel the promotion or transfer and assign the employee to his former or a similar position. If the former position is no longer available, nor a similar position available, the employee may be discharged under this policy.

Section 15 City of Midland Drug and Alcohol Testing Policy

a. **Introduction**

The City of Midland recognizes that drug and alcohol abuse ranks as one of the major health problems in the world and adversely affects an employee's performance and safety on the job.

Therefore, it is necessary and required by law for the City to provide a drug free working environment for its employees.

It is the City of Midland's intention to comply fully with the DOT's (Department of Transportation) regulations governing drug and alcohol use and testing, and these requirements have been incorporated into this Policy. In the event federal and state regulations are amended, this Policy and the applicable terms, conditions and/or requirements of this Policy shall be deemed to have been amended automatically at that time in order to reflect and be consistent with said regulations.

b. **Definitions and Terms Used in This Policy**

1) **Safety-sensitive function -** for the purpose of this Policy, means any of the following:
   a) Driving or operating any City- owned motor driven equipment on a full time, part time or temporary basis;
   b) Inspecting, servicing, repairing, or conditioning motor equipment; or
   c) Loading or unloading, giving or receiving shipments being loaded or unloaded.

2) **DOT driver** - means any current or prospective employee who may be required to operate a motor vehicle having a gross vehicle weight rating in excess of 26,000 pounds in interstate or intrastate commerce, or driver of a motor vehicle used to transport hazardous materials in quantity that requires the vehicle to be placarded regardless of the vehicle's size.

3) **Safety sensitive worker** - means any current and/or prospective employee who falls into the category of:
   a) Performers of safety-sensitive functions as described in Section 1 above;
   b) Operators of personal vehicles which are used for city business;
   c) Public safety personnel (Police, Fire, etc.); or
   d) Public safety communications personnel.

4) **City business** - includes, but is not limited to, work performed on or in City property including a City vehicle, and work performed on or in a non-City vehicle being used for conducting City business.

5) **Refusing to be tested - means:**
   a) Failing to provide adequate urine specimen for a drug test without a valid medical explanation;
   b) Failing to provide adequate breath for an alcohol test without a valid medical explanation;
   c) Failing to submit to a test as directed or engaging in any conduct, which clearly obstructs the testing process.

   Examples of obstructing the testing process would include leaving the scene of an accident without a valid medical or safety reason; not showing up for a test at the time directed withouta valid excuse; tampering with a urine specimen; tampering with an alcohol testing device; failing to provide required identification; failing to cooperate with federal, state or local law enforcement officers at the scene.

6) **Positive alcohol breath test -** is when the alcohol concentration level registers 0.02 or greater.

c. **Prohibited Drug and Alcohol Use and Activities**

1) The City of Midland prohibits its employees from:
   a) Using or being under the influence of or possessing illegal drugs
   b) Using or being under the influence of legal drugs that are being used illegally;
   c) Using or being under the influence of legal drugs whose use can adversely affect the ability of the driver to perform his or her job safely.
   d) Selling, buying, soliciting to buy or sell, transporting, or possessing illegal drugs while on City time or property (except for approved law enforcement activities.)

2) Employees are prohibited from:
   a) Using alcohol intoxicants within 4 hours of reporting for work;
   b) Being under the influence of alcohol at any time while at work;
   c) Possessing any amount of alcohol intoxicants on City property or in City vehicles (except for approved law enforcement activities.);
   d) Testing positive for alcohol;
   e) Refusing to be tested for drugs and alcohol as defined in Section b.5 of this Policy;
   f) Violating any applicable federal and/or state requirement governing the use of drugs or alcohol (See Chapter VIII).

d. **Required Tests**

1) **Pre-employment/Transfer Testing**
Once a job offer has been made, the applicant will be required to submit to a drug and alcohol test as part of his post-job offer physical. This is to be completed before the applicant is allowed to

report for work. This also applies to an employee who transfers from a non-covered position into a position that is covered by this policy on or after January 1, 1995.

Prior to taking a pre-employment drug and alcohol test, the applicant will be asked to execute a general consent and release form to be tested for drugs and alcohol.

All employment offers made by the City of Midland to hire an applicant, or transfer an employee are conditioned upon the applicant:

a) Completing all of the “consent to be tested” forms;
b) Taking and passing the drug and alcohol test as described by this policy;
c) Signing the authorization form for the City of Midland to obtain all of the applicant’s past drug and alcohol test results, including any refusals to test, for the previous two years if required by DOT regulations.

Any applicant who refuses or fails to comply with this policy will not be considered qualified for the position for which they have applied and will also be subject to adverse action, up to and including termination.

2) **Post-accident Drug and Alcohol Testing**

Any employee who is involved in an accident while operating a City vehicle or a personal vehicle for City business must submit to a post-accident drug and alcohol test when:

a) It involves the death of a human being;
b) The employee receives a citation for a moving violation (or the employee’s actions are cited in the official Peace Officer’s report as a contributing factor) and either a person requires immediate medical attention away from the scene or one or more of the vehicles must be towed away from the scene because of disabling damage. The drug and alcohol test is to be conducted within 2 hours post-accident, or 8 hours in unusual circumstances.

An employee who is required to take a post-accident drug and alcohol test will be assigned to a non safety-sensitive function while awaiting the results of the tests.

An employee who refuses or fails to submit to a post-accident drug and alcohol test, who testspositive for drugs and/or alcohol, who unnecessarily delays reporting to the test site following an accident, or who fails to comply with the City's post accident testing procedures, will be subject to adverse action, up to and including termination.

3) **Reasonable Suspicion Testing**

An employee will be required to submit to a drug and alcohol test whenever the City has a reasonable suspicion to believe that an employee has used drugs and/or alcohol in violation of these policies. Reasonable suspicion shall be based on specific, objective facts and reasonable inferences drawn from those facts in light of the experience that the employee has engaged in Prohibited Conduct with regard to the use of drugs and/or alcohol, as described in Chapter VIII of the City of Midland Personnel Policies.

Reasonable suspicion exists when an employee's behavior, appearance, speech or body odor indicates drug and/or alcohol use; such must be personally observed and documented by City of Midland supervisory personnel who have received training regarding the physical, behavioral, speech, and performance indicators of probably drug and/or alcohol use.
If an employee is required to submit to a drug and alcohol test based on a reasonable suspicion regarding his/her use of drugs and/or alcohol ("Reasonable Suspicion Test"), the employee shall be informed that he/she may:

a) Submit to a Reasonable Suspicion Test;
b) Appeal the matter to another supervisor (to begin at the Division Manager level) authorized to act as an Appeals Officer; or
c) Refuse the Reasonable Suspicion Test and be subject to Adverse Action (as defined in Chapter VIII) up to and including termination.

If the employee requests an appeal, a hearing shall be conducted immediately with the supervisor requesting the Reasonable Suspicion Test, the Appeals Officer, and the employee present.

The Appeals Officer shall determine whether there is a reasonable suspicion to believe that the employee engaged in Prohibited Conduct with regard to the use of drugs and/or alcohol. The Appeals Officer shall have the authority to either:

a) Order the employee to submit to a Reasonable Suspicion Test; or
b) Order that the allegations against the employee be dismissed.

An employee who is required or ordered to submit to a Reasonable Suspicion Test shall be escorted by supervisory personnel to a testing site.

An employee who is required or ordered to submit to a Reasonable Suspicion Test is prohibited from performing safety-sensitive functions while awaiting the results of the Reasonable Suspicion Test.

An employee who receives a positive Reasonable Suspicion Test, or fails to timely submit to a Reasonable Suspicion Test, shall be subject to Adverse Action up to and including termination.

4) **Random Testing**

DOT drivers and safety sensitive workers are subject to random drug and alcohol testing.

The City of Midland will conduct drug and alcohol testing on a random, unannounced basis at the beginning, during or at the end of a regularly scheduled work shift. The testing dates and times are unannounced and are with unpredictable frequency throughout the year. The number of random testsconducted will (at a minimum) equal the amount required by federal and/or state regulations for employees who possess a commercial driver's license and perform in that capacity. Non-DOT employee random testing amounts will be at the discretion of the City Manager or designee.

The City of Midland shall maintain two separate pools for random testing, one for DOT drivers andone for safety-sensitive workers as defined in this policy. Every employee in the selected job

classes or organizational divisions will have an equal chance of being selected each and every time the selection is conducted. Appropriate safeguards will be present to ensure that the identity of individuals cannot be determined prior to or at the time of their selection.

Whenever an employee is randomly selected to be tested, he or she will be instructed to report to the collection site immediately and will be given written notice of the testing procedures.

Any employee who tests positive or who refuses to submit to a test is subject to adverse action up to and including termination.

5) **Return to Duty Testing**

Should the City of Midland elect to consider reinstating or rehiring an employee who violates this policy, he or she will be required to submit to and pass a drug and alcohol test before he or she will be permitted to return to duty. For a return to duty alcohol test, the alcohol level must be less than 0.02.

Before being permitted to return to work, the employee must execute a "last chance agreement" and submit to at least six unannounced follow-up tests during the next 12 months.

Any employee who refuses to comply with the return-to-duty requirements, or who tests positive will be considered medically unqualified to perform his or her job and subject to adverse action up to and including termination.

6) **Follow up Testing**

An employee who is returned to duty after a positive drug or alcohol test is required to submit to unannounced follow-up testing as one condition of continued employment.

At a minimum, the employee will be required to submit to at least six tests during the next 12 months following the employees' return to duty. The date and time of such tests will be at the discretion of a substance abuse professional or the Division and/or Department Manager and conducted at random, without prior notice being given to the employee.

An employee who tests positive or who refuses to submit to a test, will be considered unqualified to perform his or her job and subject to adverse action up to and including termination.

e. **Testing Methodology and Integrity**

1) To insure the integrity of each test, all specimen collection, analysis, and laboratory procedures for personnel subject to 49CFR Part 40 and § 552.001, Texas Commercial Driver's License Act shall be conducted in accordance with DOT procedural protocols and safeguards. This includes, among other things:

a) Procedures to ensure the correct identity of each employee at the time of testing;
b) Strict chain of custody procedure to ensure that the specimen is not tampered with by the collection agency;
c) The use of a trained breath alcohol technician (BAT) and DOT approved testing devices for conducting alcohol tests;
d) The use of a laboratory which has been certified by the Substance Abuse and Mental Health Services Administration, a division of the U.S. Department of Health and Human Services (DHHS/SAMSHA);
e) The confirmation of an initial positive drug screen by a second analysis using gas chromatography/mass spectrometry (GCMS);
f) The confirmation of an initial positive alcohol screen by a second analysis;

g) The City's appointment of a qualified Medical Review Officer (MRO) to review positive drug test results before they are reported to the City of Midland's designated representative.

2) The City of Midland will provide employees with written and/or oral instructions regarding the conduct of the specific test before each testing event,

3) Drug Testing Procedures
   a) Drug testing will require the employee to provide a specimen of his or her urine.
   b) At a minimum, urine specimens will be analyzed for the presence of the following drugs: marijuana, cocaine, opiates, amphetamines, and/or phencyclidine (PCP).
   c) Personnel not subject to 49 CFR Part 40 and § 522.001, Texas Commercial Driver's License Act, may be subject to the pre-employment drug test via the rapid drug test method conducted by a trained technician. Positive test results will be confirmed with City's Department of Health and Human Services approved testing facility. All other drug tests will be administered using the split sample methodology required by DOT. Under this methodology, the employee must provide at least 45 ml (milliliters) in a specimen container. The specimen will then be divided, into two specimens. The bottle containing 30 ml will be analyzed as the employee's primary specimen. The second bottle will be held by the laboratory, to be sent to another lab at the employees' request in the event that the primary specimen is verified as positive. In the event the primary specimen is verified as positive, the employee will be notified by the City's MRO or by the City's designated representative of the positive test and given the option to have the second bottle sent to a different laboratory for analysis. To exercise this option, the employee must advise the city's MRO or designated representative within 72 hours of being informed of the primary positive result. The employee will be responsible for the cost of having the second sample analyzed.
   d) Except for the use of methadone and medications containing alcohol, nothing in this Policy prohibits the employee's use of a medication legally prescribed by a licensed physician who is familiar with the employee's medical history and specific job duties and who has advised the employee that the prescribed medications will not adversely affect the employee's ability to perform his job safely. Medications prescribed for someone other than the employee, however will not be considered lawfully used when taken by the employee under any circumstances.
   e) A "positive" drug test may be declared "negative" by the MRO, if the employee can prove with clear and convincing evidence that the drug which was used was prescribed by a licensed physician who is familiar with the employee's medical history and specific job duties. The determination of this will be made by the MRO.
   f) In the event that the test result of an employee's primary specimen is positive, the employee will be notified by the MRO. If the MRO is unable to reach the employee after making reasonable efforts, then the employee may be notified by the City's designated representative. The MRO or the City's designated representative shall advise the employee that he or she has 72 hours to request that the MRO send the secondary specimen to a second NIDA approved laboratory for analysis. The employee will be responsible for the cost of the second test.
   g) Before an employee's test result will be confirmed positive for drugs, the employee will be given the opportunity to speak with the City's MRO and demonstrate that there was a legitimate medical explanation for the positive test result. If the MRO determines that a legitimate medical reason does exist, the test result will be reported to the City as a "negative," If the MRO determines that a legitimate medical reason does not exist, the test result will be reported to the City as a "confirmed positive."

4) Alcohol Testing Procedures
   a) Alcohol testing under this Policy requires that an employee must provide a breath specimen for any test conducted by, or for the City of Midland.
   b) In addition to this policy, an employee could be subject to alcohol testing conducted by a federal, state or local law enforcement officer following an accident. The employee must provide either a breath or blood specimen, as directed by the law enforcement officer.

c) Alcohol tests will be administered using a breath specimen, taken by a breath alcohol technician (BAT) using an approved breath-testing device (EBT).
d) Before being tested by the City, each employee will be positively identified through presentation of a photo-identification or by other means approved by the City of Midland and will be required to execute a "Breath Alcohol Test" form provided by the BAT. An employee who refuses to provide proper identification, provides false identification, refuses to execute the forms, or who otherwise refuses or fails to cooperate will be treated as though he or she had tested positive and will be subject to adverse action, up to and including termination.
e) Prior to each alcohol breath test, the BAT will instruct the employee on how the test will be performed.
f) To protect each employee, the BAT will open and attach to the testing devise an individually sealed mouthpiece in the employee's view. The employee will then be directed to blow forcefully into the breath-testing device until an adequate amount of breath has been maintained.
g) In the event that the employee is unable to provide an adequate amount of breath for the initial or confirmatory test after several attempts to do so, the employee will be required to submit to an evaluation by a licensed medical physician to determine whether a valid medical condition does exist. If the physician determines that a valid medical condition does exist, the test result will be considered as "negative". If the physician determines that a valid medical condition does not exist, the test result will be considered a "confirmed positive".
h) In the event that an employee provides an adequate breath specimen and the initial test registers an alcohol concentration level that is less than .02, the test results will be reported, as "negative" and no additional testing will be required at that time.
i) In the event that an employee provides an adequate breath specimen and the initial test registers an alcohol concentration of .02 or greater, a second confirmatory will be performed. If the confirmatory breath test registers less than .02, the test results will be reported as a "negative." The confirmation breath test will be administered no sooner than 15 minutes from the initial breath test and no longer than 20 minutes from the initial breath test. During the wait period for the confirmation test, the employee is not allowed to put anything into his mouth and should be discouraged from belching or burping.

f. **Test Results - Adverse Action**

1) An employee who violates these prohibitions will be subject to restrictions mandated by the DOT as described in part d, item 6 of this Section and subject to adverse action as described in ChapterVIII of the City of Midland's Personnel Policies Manual, up to and including termination.

2) Any employee whose test result is confirmed positive for drugs will be considered unqualified to perform or continue to perform his or her functions safely and subject to adverse action up to and including termination. The employee could also be subject to civil and criminal penalties imposed by DOT.

3) An employee whose confirmatory test registers .02 or more but less than .04 will be removed from service and placed on leave for a minimum of 24 hours. The employee will be subject to return to dutytesting and follow up testing and may be subject to adverse action up to and including termination.

An employee whose confirmatory test registers .04 or greater will be removed from service andplaced on leave for a minimum of 24 hours and referred to a Substance Abuse Professional (SAP). The employee may be subject to adverse action up to and including termination.

Before consideration can be given to returning an employee to duty who has had a BAC (breath alcohol concentration) of .04 or greater, the employee must complete the rehabilitation program as prescribed by the SAP and be subject to return to duty and follow up testing.

g. **Confidentiality**

The results of all individual drug and alcohol tests will be kept in a secure location with controlled access.

All individual test results will be considered confidential. The release of an individual employee's results will only be given with an individual employee's written authorization, or as is otherwise required by DOT regulations, or by other applicable federal or state law.

Section 16 Harassment Policy and Procedures

a. **Prohibited Conduct**

The City of Midland prohibits harassment based on race, color, religion, sex, age, national origin, disability or any other basis protected by federal, state or local law. It is the policy of the City of Midland that all employees shall be able to enjoy a work environment free from all forms of discrimination and harassment, including sexual harassment. In general, harassment may be defined as unsolicited words or conduct which tend to annoy, alarm or abuse another person, or a course of vexatious comment or conduct that is known or ought reasonable to be known to be unwelcome. Additionally, sexual harassment is a form of misconduct that undermines the integrity of the employment relationship. No employee, either male or female, should be subjected to unsolicited andunwelcome sexual overtures or conduct, either verbal or physical. Such actions will not be tolerated.

Each employee has the responsibility to maintain the workplace free of all types of harassment. In keeping with such, the City of Midland has the responsibility of providing this policy to all employees and assuring them that they are not to endure insulting, degrading, or exploitative sexual treatment.

Specifically, no person shall threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development. In addition, while on duty or while acting in an official capacity, no employee shall knowingly or intentionally engage in conduct which has the purpose or effect of substantially interfering with an individuals' work performance or creating an intimidated, hostile, or offensive work environment; or conduct which subjects a member of the public to sexual harassment.

b. **Examples of Prohibited Activity**

Examples of unlawful harassment based on race, color, religion, sex, age, national origin, disability, or other protected basis includes, but is not limited to the following:

1) Verbal actions such as slurs, derogatory comments or jokes, epithets or unwanted sexual invitations, advances, or comments;
2) Physical actions such as unwanted touching, assault, blocking another's way, or interference with work;
3) Visual conduct such as sexually-oriented, pornographic and/or derogatory photographs, posters, drawings, cartoons, gestures, e-mail, or Internet sites;
4) Threats or demands to submit to sexual advances or requests as a condition of continued employment, offers of employment benefits in return for sexual favors, or to avoid some other negative employment action; and
5) Retaliation against any employee for making an allegation of harassment or for participating in such an investigation.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature that affects an employee in any one of the following ways:

1) Submission to such conduct is made explicitly or implicitly a term or condition of a person's employment;
2) Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting that individual; or
3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

c. **Procedures**

Any employee who believes that he or she has been subjected to general harassment as defined above should avail themselves of the grievance procedures outlined in Chapter IX of these policies. Any employee (or member of the public) who believes that he or she is or has been subject to sexual harassment by a City employee should report the alleged charge immediately, in accordance with the following procedures. (All information will be held in strictest confidence and will be disclosed only ona need to know basis to investigate and resolve the matter).

1) The individual alleging harassment may report the incident to their immediate supervisor, their Department Manager, the City Manager's Office or the Administrative Services Department. If an employee's immediate supervisor is involved in the alleged harassment, it is unnecessary to make a report to that individual. If accusations are made to any other person or if supervisory personnel otherwise become aware of suspected acts of harassment, the matter should be directed immediatelyto the Administrative Services Department. The supervisor or administrator contacted will offer the individual alleging harassment the opportunity to complete a written statement specifically outlining the complaint. If the complainant does not put the complaint in writing, the person contacted still must notify the Administrative Services Department. Employees are encouraged to promptly report the alleged harassment within three (3) calendar days of the offense. The City of Midland takes all complaints seriously and handles them as promptly, thoroughly, and confidentially as possible.

2) Once a written complaint is filed, the Administrative Services Department will conduct an investigation within 48 hours of their receipt of the complaint (excluding weekends and holidays).

3) If corrective action (other than adverse action as outlined in Chapter VIII of these policies) is deemed appropriate as a result of the investigation, the City Manager's Office may authorize the Administrative Services Department or the Department Manager to enforce said action as needed. Any adverse action recommended as a result of the investigation will be subject to approval by the Department Manager and will be subject to the appeals procedure outlined in Chapter VIII of these policies. If allegations prove not to constitute harassment, or the evidence provided does not substantiate the claim, the accused employee will not be subject to any adverse action. Employees who register complaints in good faith will not be subject to any retaliation. Employees who willfully register false accusations will face adverse action, up to and including termination.

Section 17 Workplace Violence Policy

The City of Midland is committed to maintaining a safe work environment, and has a zero tolerance policyfor violence in the workplace. "Workplace violence" is defined to include:

a. Physically aggressive, violent, or threatening behavior, such as attempts to instill fear in others or intimidation;
b. Verbal or physical threats of any sort;
c. Any other conduct that suggests a tendency toward violent behavior. Such behavior includesbut is not limited to, excessive arguing, profanity, threats of sabotage of City property, belligerent speech or demonstrated pattern of insubordination, and refusal to follow City policies and procedures;
d. Causing physical damage to City facilities or defacing property; or

e. With the exception of authorized City personnel as described in Chapter II, carrying firearms or weapons of any type or kind while conducting City business in or on City buildings and property, other assigned work locations, and City vehicles and equipment.

If any employee becomes aware of or observes any of the above-referenced behavior or actions by a co-worker, consultant, customer, third party vendor, visitor, or any other party, he or she should notify his/her supervisor, any member of management, and/or the Administrative Services Department immediately.

All reports of workplace violence will be taken seriously. To the extent possible, the identity of the reporting individual(s) will be kept confidential. The City will not tolerate retaliation in any form against anemployee who makes a report of workplace violence.

Any employee found to be in violation of this policy will be subject to adverse action up to and including termination.

Chapter V

Attendance and Leaves

Section 1 Hours of Work

All offices of the City, except those for which special regulations are required, shall be kept open continuously from 8:00 a.m., until 12:00 p.m. (noon) and from 1:00 p.m. until 5:00 p.m., Monday through Friday.

Section 2 Regular Working Day

For the purpose of these policies and all the following sections which deal with attendance and leave, a "regular working day" or an "accrued day" of leave shall be 8 hours for all full-time employees; provided, however, that for the Fire Department's 56-hour shift personnel ("Fire Department Shift Personnel"), a "regular working day" or "accrued day" shall be 12 hours. No employee may receive additional compensation by working during his or her leave without the express approval of the City Manager. Temporary employees will earn no Paid Time Off or other leaves except as otherwise expressly stated in these policies.

Section 3 Work Week

The work week will be determined by the needs of the City and set by the City Manager with due regard for certain State statutes.

Section 4 Overtime

Employees may be required to work overtime when necessary in order to maintain the proper City services. To the extent that an employee's supervisor has not expressly required the employee to work overtime, the employee shall, prior to working overtime, obtain the employee's supervisor's approval to work overtime. Non-exempt employees who work overtime shall be compensated at rates set pursuant to law. Except as expressly provided in these Personnel Policies, no employee leave shall be considered hours worked for purposes of overtime. Many employee classifications are eligible for compensatory time off rather than paid overtime. No more than forty (40) hours of compensatory time may be accumulated.

Section 5 Attendance

An employee shall be in attendance at his or her worksite in accordance with the rules regarding hours of work, holidays, and leaves as determined by the employee's department. Excessive tardiness, neglect of duties, or unauthorized absences will be grounds for dismissal. All departments shall keep daily attendance records of employees. Any employee absent from work without notice for three (3) consecutive days will be considered as having abandoned the job. Such abandonment shall be considered a voluntary resignation from employment, and the City will process such separation of employment as a voluntary resignation.

Section 6 Inclement Weather / Emergency Closure

The City of Midland offices and activities will remain open and in operation, during established working hours unless the City Manager declares the offices, excluding emergency services, officially closed due to inclement weather or emergency closure due to unusual circumstances.

a. **Non-Sworn Employees.** For purposes of this Section, "non-sworn employees" are all City employees except peace officers and fire protection personnel.

b. **Reporting to Work.** If the City has not been officially closed, employees shall make a reasonable effort to report to work. An employee who is unable to report to work due to inclement weather shall notify the employee's supervisor in accordance with these policies and applicable departmental rules and procedures. An employee who fails to so notify the employee's supervisor may be subject to adverse action, up to and including dismissal.

c. **Compensation for Inclement Weather / Emergency Closing Absences.**

Compensation for absences will be as follows:

1) **Official Closing.** If the City Manager closes a facility, a non-exempt non-sworn employee designated by the employee's Department Manager may work remotely to ensure department operations continue during the closure period. An employee who works remotely shall be paid for hours worked in addition to receiving the "City Closed" accrual for their scheduled shift. Hours worked remotely count as hours worked in determining overtime in accordance with the Fair Labor Standards Act. An employee who does not work remotely shall be paid for the employee's scheduled shift. Such "City Closed" hours shall not count as hours worked for the purpose of overtime. If an employee is on Paid Time Off or any other leave during the declared times of closing, the appropriate leave compensation will apply.

2) **No Official Closing.** If the City Manager does not close a facility and an employee is unable to report to work due to inclement weather, compensation will be handled in the following manner:

    a) **Non-exempt Employees.** A non-exempt employee who misses work hours due to inclement weather may use accrued Paid Time Off or compensatory leave. If an employee has no paid leave available, the employee may be granted authorized leave without pay.

    b) **Exempt Employees.** An exempt employee who misses work hours due to inclement weather or other emergencies may use accrued Paid Time Off if the absence is for a full workday.

3) **Delay Start / Early Closing.** If the City Manager delays the opening of a facility or closes a facility early due to inclement weather, an employee who reported for work will be paid "City Closed" for the remainder of the employee's normal shift. Employees who remain as part of a skeleton crew will be compensated for all hours worked in addition to receiving the "City Closed" accrual for hours the City was closed due to the delayed opening or early closure.

4) **Critical Service Personnel.** Employees designated by their Department Manager to provide critical services shall report to work on-site as provided by their department rules during an official closing. Non-exempt non-sworn employees who are required to report to work hereunder shall be paid for all hours worked in addition to receiving the "City Closed" accrual for their scheduled shift. Such personnel may include, but are not limited to, from the following:
    a) Airport Operations Personnel;
    b) Utilities Personnel;
    c) Transportation Personnel;
    d) Traffic Operations Personnel; and
    e) Solid Waste Personnel.

Section 7 Holidays

Municipal offices with the exception of those in emergency categories, shall be closed on the following legal holidays: New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, Juneteenth

National Independence Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, and Christmas Day. Firefighters shall be granted one (1) floating holiday designated as the "September 11th Floating Holiday." Non-exempt employees' holiday time will be considered actual hours worked to determine eligibility for overtime.

Holidays falling on Sunday or Saturday. If a holiday falls on Sunday, the following Monday shall be observed, and if a holiday falls on Saturday, the preceding Friday shall be observed. The City Manager may designate any additional holidays which he feels may be justified in particular situations after giving due regard to the need for City services.

Eligibility for Pay for Holidays. An employee shall be eligible for holiday pay provided that the employee worked the last scheduled working day before and the next scheduled working day following the holiday or is otherwise on approved leave (either paid or unpaid) for those same days. In approving leave around a holiday, directors and division managers must ensure that adequate personnel are on duty to conduct departmental business.

Section 8 Vacation / Sick Leaves

a. Vacation
Effective October 1, 2023, vacation leave accruals shall be discontinued. The final accrual of vacation leave will be through the pay period ending September 30, 2023 (pay date of October 13, 2023). All vacation leave balances shall be converted to Paid Time Off on a one-to-one basis.

b. Sick Leave
Effective October 1, 2023, sick leave accruals will be discontinued. The final accrual of sick leave will be through the pay period ending September 30, 2023 (pay date of October 13, 2023). All sick leave balances shall be converted to Paid Time Off on a one-to-one basis.

c. Council Appointees, Other Employees, and Department Managers
Vacation and sick leave provided in any Council Appointee's, Other Employee's, or Department Manager's employment agreement shall be replaced with Paid Time Off.

Section 9 Paid Time Off ("PTO")

Effective October 1, 2023, the City will convert its Vacation and Sick Leave programs into a single Paid Time Off ("PTO") program. PTO is a comprehensive paid time off program that can be used for any type of time off from work that previously would have been covered under the Vacation and Sick Leave policies but does not include time taken under any of the City's other paid leave policies. In accordance with Texas Local Government Code 142.0013, PTO is equivalent to vacation time for fire protection and peace officer personnel.

Employees may not receive additional compensation by working during their PTO leave without the express approval of the City Manager. Temporary employees are not eligible for PTO.

a. PTO Accrual
All full-time employees are eligible to accrue PTO effective October 1, 2023 (Pay Date October 27, 2023) at the accrual rates listed below:

Full-Time Employees (based on a 40-hour work week)				
Years of Service	**Accrue Annual (Days)**	**Accrue/Paycheck 26 pays (Hours)**	**Maximum Days**	**Maximum Hours**
Upon hire	5			
Less than 1 year	20	6.1539		
At least 1 but less than 4 years	27	8.3077	118	944

At least 4 but less than 9 years	29	8.9231	128	1024
At least 9 but less than 15 years	31	9.5385	133	1064
At least 15 years, but not hired prior to June 1, 1990	33	10.1539	139	1112
Hired prior to June 1, 1990	44	13.5385	145	1160
Fire Department Shift Personnel (based on a 56-hour workweek)				
Years of Service	**Accrue Annual (Days)**	**Accrue/Paycheck 26 pays (Hours)**	**Maximum Days**	**Maximum Hours**
Upon hire	5			
Less than 1 year	20	9.2308		
At least 1 but less than 4 years	27	12.4616	118	1416
At least 4 but less than 9 years	29	13.3847	128	1536
At least 9 but less than 15 years	31	14.3077	133	1596
At least 15 years, but not hired prior to June 1, 1990	33	15.2308	139	1668
Hired prior to June 1, 1990	44	20.3077	145	1740

b. Requesting PTO

PTO may be used for various reasons, including personal days, vacations, and illness or injury (non-work related). PTO will be paid at the employee's regular rate of pay earned at the time the PTO is used. The City will count PTO as hours worked for the purpose of overtime.

An employee shall schedule PTO in advance with the employee's supervisor or Department Manager for approval unless the employee uses it for an unexpected illness or injury. In the event of an unexpected illness or injury, the employee shall notify the employee's immediate supervisor prior to the time set for the employee to begin the employee's shift. If an employee takes PTO without prior approval for medical or emergency reasons, the City reserves the right to require medical documentation or other documentation of the reasons given for the unapproved PTO. If the employee is unable to contact the employee's supervisor, the employee may notify the Office of Administrative Services. In general, employees should seek approval for planned absences at least five (5) days in advance. Employees may not use more than ten (10) days of PTO days at one time without approval from the employee's Department Manager. Depending on staffing and departmental needs, PTO requests will be granted to the extent feasible.

c. Payment of PTO for Terminating Employees

A regular employee, Department Manager, Other Employee, or Council Appointee (unless the employee's employment agreement states otherwise) who terminates employment with the City, or whose employment is terminated by the City, shall be paid in a lump sum for unused PTO as listed below:

Years of Service	Payout % of Accrual
Upon hire	0.00%
Less than 1 year	0.00%
At least 1 but less than 4 years	70.00%
At least 4 but less than 9 years	73.00%
At least 9 but less than 15 years	76.00%
At least 15 years, but not hired prior to June 1, 1990	79.00%
Hired prior to June 1, 1990	82.00%

d. Payment of PTO for Retiring Employees

Retiring employees may request a maximum of 250 hours of the PTO payment listed in Subsection c above to be 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 Internal Revenue Code. This provision shall not apply to any employee who is not eligible to retire at the time of separation of employment or whose employment is terminated under the provisions of Chapter VIII, "Adverse Action," or Chapter XII, "Employment At Will" of the City of Midland Personnel Policies.

For the avoidance of doubt, this Subsection applies only to the following employees:

i. An active employee who has completed a minimum of twenty (20) consecutive years of service prior to retirement;
ii. An active employee who is at least sixty (60) years of age and has completed a minimum of five (5) consecutive years of service with the City prior to retirement; or
iii. An active employee who is eligible for retirement through the Texas Municipal Retirement System or through the Midland Fireman's Relief and Retirement Fund.

Section 10 PTO Bank for Sick Leave

Beginning October 1, 2023, a Paid Time Off Bank ("PTO Bank") for sick leave shall be established and maintained by the City.

a. **Membership**

Membership in the PTO Bank shall be voluntary on the part of employees.

b. **Eligibility**

Any full-time employee with one full year of continuous service with the City of Midland is eligible to join.

c. **Enrollment**

Any eligible employee, within thirty (30) days following the completion of his or her first year of employment, may enroll in the PTO Bank by completing a membership application and donating two (2) days of the employee's accumulated PTO leave to the PTO Bank. In addition, any eligible employee may enroll during the open enrollment period. Open enrollment shall occur annually during the month of September, with the PTO donation being deducted from the 2nd paycheck of October. For the purposes of this policy, a PTO Bank Day is defined as 8 hours for regular employees and 12 hours for Fire Department Shift Personnel.

Any employee who was previously enrolled in the City's Sick Leave Bank shall be enrolled in the PTO Bank with no further donation or other action on the employee's part being necessary.

d. **Procedures**

1) The Administrative Services Department shall govern the operations of the PTO Bank.

2) A new employee must enroll within thirty (30) calendar days following the first-anniversary of his or her date of employment. Otherwise, participant enrollment will be held annually during the open enrollment period during the month of September.

3) An employee shall exhaust all of the employee's accrued PTO before the employee may utilize the PTO Bank.

4) An employee must be suffering from a serious health condition that makes the employee unable to perform the functions of the employee's job. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing

treatment by a health care provider, including but not limited to a stroke, a heart attack, cancer, or injuries sustained in an automobile accident.

5) A physician's statement diagnosing the condition in detail and indicating the duration of treatment is required with the Request for PTO Bank Days.

6) Employees covered under a workers' compensation program may not utilize the PTO Bank for those conditions covered under workers' compensation.

7) Additional accrual donations may be required in the event the current PTO Bank balance falls below an acceptable level.

8) The total lifetime benefit under the PTO Bank program shall not exceed ninety (90) working days per individual.

e. **Application Process**

1) Should a member of the PTO Bank incur a long-term, serious illness or injury necessitating additional days after all of the member's accumulated PTO leave days have been used, the member may submit a Request for PTO Bank Days.

2) A member who requests days from the PTO Bank shall submit to the Office of Administrative Services Employee Benefits Division the following information within thirty (30) calendar days of the date that they have exhausted their accrued PTO leave days:

(i) A completed Request for PTO Bank Days form, which is available in the Employee Benefits Office; or
(ii) A detailed statement from a physician verifying the illness or injury.

3) Forms for the above purpose have been prepared and are available from the Employee Benefits Office.

4) The Employee Benefits Division will not consider a request for days from the PTO that does not conform to the requirements of this subsection.

5) If a member is unable to file a Request for PTO Bank Days, the immediate supervisor or Department Manager may initiate the request at the request of the member's family.

6) An applicant may be required to undergo a medical review by a second-opinion physician of the City's choice at any time at the expense of the City.

f. **Regulations**

1) Additional accrual donations may be assessed in the event the current PTO Bank balances falls below an acceptable level.
2) The Employee Benefits Division will review and act on all requests within thirty (30) working days of receipt of a Request for PTO Bank Days and necessary documents.
3) If a member is not satisfied with the Employee Benefits Division's decision regarding a Request for PTO Bank Days, the member may request a conference with the City Manager or the City Manager's designee by filing a written Request for Review with the Administrative Services Director within ten (10) business days of the member's receipt of the Employee Benefits Division's decision. The written Request for Review shall set forth contain all the relevant facts as well as the specific grounds for the review of the decision.
   (i) Upon receipt of a Request for Review, the City Manager or the City Manager's designee shall:
      1. schedule a conference to discuss the request; or

2. take action that addresses the matter described in the Request for Review to the reasonable satisfaction of the member.

(ii) Following a conference to discuss the request, the City Manager or the City Manager's designee shall provide the member a written decision regarding the request within ten (10) business days.

(iii) The decision or action taken by the City Manager or the City Manager's designee shall be the final decision of the City regarding the Request for Review.

Section 11 PTO Buy-Back

An eligible employee may elect to participate in the Paid Time Off Buy-Back ("PTO Buy-Back") program under which the City may buy back a portion of the employee's unused PTO leave as described in this Section.

a. For purposes of this Section, an eligible employee is a full-time employee who has completed at least one (1) year of continuous service before the beginning of the fiscal year (October 1st) during which the employee elects to participate in the PTO Buy-Back Program.

b. An eligible employee who elects to participate in the PTO Buy-Back program shall be subject to the following limits:

1) If the employee is not Fire Department Shift Personnel, the employee may elect for the City to buy back 40 hours of unused PTO leave per buy-back, with a maximum of two (2) buy-backs (80 hours) per fiscal year.
2) If the employee is Fire Department Shift Personnel, the employee may elect for the City to buy back 56 hours of unused PTO leave per buy-back, with a maximum of two (2) buy-backs (112) hours) per fiscal year.
3) The employee must have a minimum of three (3) days of PTO leave remaining after a buy-back. There will be no incremental buy-back.

c. An employee who elects to participate in the PTO Buy-Back program must complete and return the PTO Buy-Back form to the Administrative Services Department no less than 30 days prior to the scheduled buy-back.

d. An employee who elected to participate in the PTO Buy-Back and whose employment was terminated prior to receiving the PTO Buy-Back payment shall be subject to Section 9.c above and shall not receive the PTO Buy-Back payment.

e. A PTO Buy-Back payment will be an additional amount added to the employee's regular paycheck scheduled for the date(s) selected. Upon a PTO Buy-Back payment being made, the number of hours that were bought back will be deducted from the employee's accrued PTO leave. PTO buy-back is subject to deductions for retirement plan contributions under the Federal Insurance Contributions Act and all other applicable deductions.

f. The PTO Buy-Back program shall be subject to the availability of funds.

Section 12 Birthday Leave

Full time employees are eligible for one (1) day of paid birthday leave annually. Birthday leave shall be taken during the employee's birthday month unless the employee's Department Manager makes an exception. Exceptions may be made only after the employee's birthday and prior to December 31st.

An employee must request birthday leave from the employee's supervisor or Department Manager at least one (1) week prior to taking birthday leave.

An employee's unused birthday leave will not carry over to the next year, and an employee will not receive payment for unused birthday leave upon separation of employment.

Section 13 Bereavement Leave

All employees may be granted bereavement leave with pay for a period not to exceed three (3) days unless a longer period of time (not to exceed an additional two (2) days) is approved by the City Manager in case of death of a grandparent, grandchild or other member of their immediate family, which shall consist of the father, mother, son or daughter, husband, wife, brother or sister of the employee's spouse or the employee. Bereavement leave with pay for a period of up to ½ day may be granted to an employee by his immediate supervisor to attend funerals for other than immediate family members. This leave shall not be charged against PTO or other accrued leave.

Part-time, seasonal, and temporary employees may be granted leave of absence without pay in such cases.

Section 14 Family/Medical Leave Act (FMLA)

The City of Midland complies with the Family and Medical Leave Act (FMLA) and will grant up to 12 weeks of leave during a 12-month period to eligible employees or up to 26 weeks of military caregiver leave.

The purpose of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law. If you have any questions, concerns, or disputes with this policy, please contact the manager of employee benefits.

a. **Definitions**

As used in this Section:

1) **Covered active duty** means (1) with respect to a member of a regular component of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country, or (2) with respect to a member of the Reserve components of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation in accordance with 29 CFR 825.102.
2) **Covered service member** is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation, or therapy or is in outpatient status or on the temporary disability retired list for a serious injury or illness.
3) **Next of kin of a covered service member** is the nearest blood relative, other than the covered service member's spouse, parent, or child, in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.
4) **Parent** means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include parents "in law."
5) **Qualifying exigency** includes short-notice deployment, military events and activities, childcare, and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities that arise out of active duty, provided that the employer and employee agree, including the agreement on timing and duration of the leave.
6) **Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. This can include conditions with short-term, chronic, long-term or permanent periods of incapacity.
7) **Serious injury or illness** is one that is incurred by a current member of the Armed Forces in the line of duty on active duty that may cause the member to be medically unfit to perform the duties of his or her office, grade, rank, or rating. A serious injury or illness also includes injuries or illnesses that existed before the member's active duty and that were aggravated by service in the line of duty on active duty.

8) **Spouse** means (1) a husband or wife as defined or recognized in the state where the individual was married or (2) a husband or wife in a marriage that was validly entered into outside of the United States if the marriage could have been entered into in at least one state.

b. **Eligibility**

To be eligible for leave under this policy, employees must meet **all** of the following requirements:

1) Have worked at least twelve (12) months for the City of Midland.
2) Have worked at least 1,250 hours for the City of Midland over the twelve (12) months preceding the date when the leave would commence.

The 12 months of employment do not have to be consecutive. All periods of absence from work due to or necessitated by service in the Armed Forces are counted as hours worked in determining eligibility.

c. **Reasons for Leave**

To qualify as FMLA leave under this policy, the leave must be for one of the following reasons:

1) The birth of a child or placement of a child with the employee for adoption or foster care.
2) To care for a spouse, child or parent who has a serious health condition.
3) For a serious health condition that makes the employee unable to perform the essential functions of his or her job.
4) For any qualifying exigency arising out of the fact that a spouse, child or parent is a member of the Armed Forces on covered active duty or on call to covered active duty status.
5) To care for a covered service member with a serious injury or illness.

d. **Amount of Leave**

An eligible employee may take up to 12 weeks of FMLA leave during any 12-month period. The City will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the City will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available FMLA leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee may take up to 26 weeks of FMLA military caregiver leave during a single 12-month period. The City will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

Eligible spouses who both work for the City may only take a combined total of 12 weeks of FMLA leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition. Both may only take a combined total of 26 weeks of leave to care for a covered service member (if each spouse is a parent, spouse, child or next of kin of the covered service member).

e. **Intermittent Leave or a Reduced Work Schedule**

Employees may take FMLA leave in one consecutive block of time, may take FMLA leave intermittently (e.g., take a day periodically when needed over the year) or, under certain circumstances, may take FMLA leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for a covered service member) in a 12-month period.

The City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule in instances when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth or placement for adoption or foster care.

For the birth, adoption, or foster care of a child, the City and the employee shall mutually agree to the schedule before the employee may take the leave intermittently or work a reduced-hour schedule. Leave for birth, adoption, or foster care of a child must be taken within one year of the birth or placement of the child.

When leave is needed for planned medical treatment, the employee shall make a reasonable effort to schedule treatment so as not to unduly disrupt the City's operations.

f. **Employee Notice Requirement**
An employee who takes FMLA leave must provide verbal or written notice of the need for FMLA leave to the employee's Department Manager or the manager of employee benefits.

When the need for FMLA leave is foreseeable, the employee shall provide the City with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave fewer than 30 days in advance, the employee shall provide notice of the need for the leave either the same day the need for leave is discovered or the next business day. When the need for FMLA leave is not foreseeable, the employee shall comply with the City's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

Within five business days after an employee has provided this notice, the manager of employee benefits, or the manager's designee, will complete and provide the employee with a Notice of Eligibility and Rights and request a medical certification or other supporting documentation as necessary.

g. **Designation of FMLA Leave**
Within five business days after an employee has submitted the required medical certification or other documentation, the manager of employee benefits, or the manager's designee, will complete and provide the employee with a written response to the employee's request for FMLA leave using the FMLA Designation Notice.

h. **Employee Status and Benefits During Leave**
The City will continue an employee's health benefits during the FMLA leave period at the same level and under the same conditions as if the employee was continuously at work.

While on paid leave, the City will continue to make payroll deductions to collect the employee's share of insurance premiums. While on unpaid leave, the employee shall continue to make this payment, either in person, by mail, or by prearranged payment agreement. The payment must be received by the 15th day of each month. If the payment is more than 30 days late, the employee's healthcare coverage may be dropped for the duration of the leave.

The City will provide 15 days' notification prior to the employee's loss of coverage.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the FMLA leave period.

If the employee contributes to a life insurance or disability plan, the City will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request the continuation of such benefits and pay his or her portion of the premiums, or the City may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments and the City does not elect to maintain such coverage, the City will discontinue coverage during the leave. If

the City maintains coverage, the City may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

i. **Employee Status After Leave**
An employee who takes leave under this policy may be asked to provide a fitness for duty clearance from a health care provider. This requirement will be included in the City's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits, and other employment terms. The position will be the same or one that is virtually identical in terms of pay, benefits, and working conditions. The City may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause substantial and grievous economic injury to business operations. Key employees will be given written notice at the time FMLA leave is requested of his or her status as a key employee.

j. **Use of Paid and Unpaid Leave**
An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all PTO and any other accrued leaves prior to being eligible for unpaid leave. PTO shall be exhausted prior to other accrued leave. Paid leaves run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established policies.

Workers' compensation leave (to the extent that it qualifies) and injury leave will be designated as FMLA leave and will run concurrently with FMLA.

An employee who is taking leave for the adoption or foster care of a child must use all PTO and other accrued leaves prior to being eligible for unpaid leave.

An employee who is using FMLA leave for a qualifying exigency must use all PTO and other accrued leaves prior to being eligible for unpaid leave. An employee using FMLA leave to care for a covered service member must also use all PTO and other accrued leaves prior to being eligible for unpaid leave.

k. **Intent to Return to Work from FMLA Leave**
On a basis that does not discriminate against employees on FMLA leave, the City may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

l. **Coordination of FMLA Leave with Other Leave Policies**
The FMLA leave policies do not affect any federal, state, or local law prohibiting discrimination or supersede any state or local law that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the City's other leave policies or contact the manager of employee benefits.

Section 15 Military Leave

In time of war or national emergency, those employees of the City of Midland who are members of a retirement system or participating in a retirement system sanctioned by the City, or who are holding permanent positions shall be entitled to military leave or absence without pay if called to duty with the Armed Forces through the process of selective service or membership in reserve components of the Armed Forces. The City also acknowledges that time spent by employees on military leave often is relevant or complementary to their workplace responsibilities and that the skills, leadership, discipline, and teamwork experience that employees acquire during military service can prove valuable on the job.

a. Accrual Leave Credit. Credit for PTO or other accrual leaves shall accrue only during military leave allowance described below. However, employees may be allowed to draw pay from their PTO, or other accrued leaves during an approved military leave.

b. Military Leave Allowance. In accordance with Section 437.202, Texas Government Code:

1) A person who is an officer or employee of the City and who is a member of the Texas military forces, a reserve component of the Armed Forces, or a member of a state or federally authorized urban search and rescue team is entitled to a paid leave of absence from the person's duties on a day on which the person is engaged in authorized training or duty ordered or authorized by proper authority for not more than 15 workdays in a fiscal year. During a leave of absence, the person may not be subjected to loss of time, efficiency rating, personal time, or PTO.

2) An employee of the City who is a member of the Texas military forces, a reserve component of the armed forces, or a member of a state or federally authorized urban search and rescue team and who is ordered to duty by proper authority is entitled, when relieved from duty, to be restored to the position that the employee held when ordered to duty.

c. Retirement System Credits. Employees who leave their deposits with the retirement system while on military leave shall retain their membership in the retirement system. The period spent by such employees on military leave shall count toward membership service but shall not increase the retirement benefits due to the employee unless he makes retirement deposits to cover all or a portion of the time spent on military leave. If the employee does make such retirement contributions after returning from military leave, the City shall match such deposits of the employee. Employees desiring to withdraw their retirement deposits from the system when they enter upon military leave may do so. However, such action means that these employees will lose retirement credit for the years they belonged to the retirement system prior to beginning military leave. Notwithstanding the foregoing, current rules of a particular system shall control.

d. Reinstatement upon Return from Military Leave. All employees who have been granted a military leave of absence, and who apply for reinstatement with the City not later than thirty (30) days after being discharged or separated from the Armed Forces, will be re-employed in the same position or a position of like seniority and status at the then current rate of pay, provided such employees are physically and mentally qualified for reinstatement. If upon termination of such leaves of absence, employees are physically or mentally incapacitated and not qualified to perform the duties of the positions held at the time of commencement of such absences, employees shall be eligible for placement in such other positions for which they may qualify. In the event two or more employees have occupied the same position and have been called into service, the first employee occupying and leaving such position after the effective date of this policy shall have first priority on reinstatement; the second person occupying and leaving such position shall have second consideration, etc. An attempt will be made to re-employ every employee who enters the Armed Forces and upon his release desires to re-enter employment with the City of Midland.

e. Credit for Service Time. For the purpose of computing longevity pay, a military leave shall not be counted as a break in service and upon return of an employee to duty with the City his service time shall be increased by an amount equivalent to the time spent on military leave.

f. Accrued Balances of Paid Time Off and Other Accrued Leaves. Any classified full-time employee who is a member of a military reserve organization which requires participation in a training program, will be granted a leave of absence from their respective duties without loss of time or efficiency rating or Paid Time Off or salary on all days during which they shall be engaged in authorized training or duty ordered or authorized by proper authority, not to exceed fifteen (15) days in any one calendar year. For the purposes of this policy, a military leave day shall be defined as any consecutive 24-hour period. The employee must provide the City with a copy of the written orders prior to taking leave.

Any full-time employee who is a member of a military reserve organization that is called to active duty may use their accrued time to supplement their military pay. If the employee desires to return to his/her position at the City upon completion of military service, a request for "Military Leave of Absence" must be approved by the Director of Administrative Services prior to the leave. A copy of the written orders should be attached to this request. If the written order is not available upon departure, it must be provided as soon as possible thereafter.

The accrued balances of PTO, or any other leaves may be used to supplement the military pay up to a maximum of 80 hours per pay period.

Fire Department Shift Personnel will be allowed to supplement the military pay up to a maximum of 112 hours per pay period.

An employee who intends to use this benefit must notify the employee's supervisor of such intent by completing the "Military Leave of Absence" form available in the Administrative Services office. A supervisor may not designate the time without the employee's consent.

Section 16 Lactation Break

City of Midland will provide a reasonable amount of break time to accommodate employees desiring to express breast milk for their infant child, in accordance with and to the extent required by applicable law. The break time, if possible, should run concurrently with rest and meal periods already provided.

The employee's supervisor will coordinate with Employee Benefits Manager or designee to make reasonable efforts to provide employees with the use of a room or location other than a restroom to express milk in private.

The designated space:

a) may be the place where the employee normally works if there is adequate privacy (for example, the employee's private office or a lockable conference room or another identified space);
b) should have an electrical outlet, table and chair, lock or signage on door prohibiting entry when in use; and
c) should be within reasonable proximity to the employee's work area.

Employees should make requests for break time in writing to their supervisor or manager as soon as practicable after an employee learns of the need for lactation break time or the need for a change in previously approved lactation break times.

Section 17 Injuries

a. **On the Job Injury Leave**

An employee injured in the line of duty shall receive workers' compensation or injury leave benefits under the terms and conditions prescribed in the applicable programs and as required by law.

1) Leave and Compensation: Injury leave is defined as fully compensable absence from work arising from an on-the-job accidental injury. An employee injured on the job, in the line of duty, may be granted injury leave, which shall not be charged against his accumulated PTO or other accrued leave, for the period of time he is disabled and unable to perform his duties but said injury leave shall not exceed one hundred eighty (180) work days. Injury leave runs concurrently with FMLA. Healthcare provider's statement is required indicating that the employee is unable to return to work and shall be required for an employee to receive injury leave. Any injury leave so granted is deemed to be purely discretionary on the part of the City and may be terminated at any time by change of these policies. The total amount of injury leave granted in conjunction with any given injury shall never exceed one hundred eighty (180) work days.

(i) An employee shall forfeit all rights to injury leave if the employee:
1. Is found to be working, either part-time or full-time for pay;
2. Resigns for any reason;
3. Is discharged for any reason;
4. Retirement or death;
5. Fails or refuses to comply with or follow, or disregards or violates the treating physician's instructions regarding treatment and/or rehabilitation of the injury;

6. Refuses to perform light, partial or part-time duty when offered by the Department Manager or designee, which does not require him to perform activities, which are restricted by the treating physician;
7. Falsifies or misrepresents his physical condition or capacity;
8. Refuses to return to duty on the working day he has been released to duty by the treating physician;
9. Fails to submit an acceptable physician's statement when requested by his supervisor or designee; or
10. Has been injured as a result of his failure to observe safety policies, procedures, or instructions as determined by the Employee's Department Manager or designee.

(ii) Injury Leave ends when:
1. The injured worker reached one hundred and eighty (180) work days of leave; or
2. The injured worker returns to work with or without restrictions; or
3. A healthcare provider determines that no further healing or recovery from the injury can be expected (maximum medical improvement); or
4. The injured worker reaches the end of the Temporary Income Benefits period, which is 104 weeks after the eighth day of work-related disability (statutory maximum medical improvement).

If the injury is controverted, the employee exhausts all leave as defined above, or the employee experiences sporadic absence from work, the employee may be eligible to begin drawing weekly benefits payable under the Workers Compensation Act. If so, the employee may use accrued leaves to supplement their workers' compensation income and retain their active status with the City of Midland

2) Procedure:

(i) If an employee's injury meets the criteria for a serious health condition, the employee's injury leave shall run concurrently with FMLA leave, as provided in Section 14 of this Chapter.
(ii) An employee who sustains an injury or illness in the performance of the employee's duties shall fully and promptly report the injury or illness, however minor, to the employee's supervisor as soon as possible, but no later than the end of the business day. Written notification of the injury or illness must be received by the Workers' Compensation / Leave Coordinator within 24 hours of the incident in order for the employee to be granted injury leave.
(iii) Injury leave taken by an employee because of a substantiated and documented work-related injury sustained during the course of employment shall not be charged against the employee's PTO or other accrued leaves
(iv) During the approved injury leave, PTO shall continue to accrue.
(v) The Workers' Compensation / Leave Coordinator will coordinate with the employee's healthcare provider to determine whether the injury would allow an employee to perform modified temporary work or other duties.
(vi) An employee who is on injury leave shall update the employee's supervisor or the Workers' Compensation / Leave Coordinator of the employee's status at regular intervals.
(vii) An employee who is unable to perform the essential functions of the employee's position due to a disability, injury, illness, or medical condition (and reasonable accommodation is not possible) is not guaranteed a return to the employee's position at the conclusion of the disability, injury, illness, or medical condition.

b. **Off the Job Injury**

Injuries, Off the Job (Leave and Compensation). An employee injured off the job shall have the resulting absence from work, if any, charged against the employee's accumulated PTO leave.

Any employee so injured who has no accrued PTO leave or has exhausted the employee's PTO leave may receive compensation during his absence from work by using other accrued leave time, if any.

If an employee's injury meets the criteria for a serious health condition, the employee's time off shall run concurrently with FMLA leave, as provided in Section 14 of this Chapter.

All absence reporting requirements as outlined in Section 9, b. of this Chapter must be followed.

c. **First Responder Illness/Injury Leave**

1) Definitions. For purposes of this subsection:

(i) "Emergency medical services personnel" means a person described by Section 773.003, Health and Safety Code, who is a paid employee of the City of Midland.

(ii) "Firefighter" means a firefighter who is a permanent, paid employee of the City of Midland's Fire Department. The term includes the chief of the Fire Department.

(iii) "Line of duty illness or injury" means an illness or injury that occurs during the course and scope of employment.

(iv) "Police officer" means a paid employee who is full-time, holds an officer license issued under Chapter 1701, Occupations Code, and regularly serves in a professional law enforcement capacity in the Police Department, the Municipal Court, or other department of the City of Midland. The term includes the chief of the Police Department.

2) Illness / Injury Leave:

A firefighter, police officer, or emergency medical services personnel shall be provided a leave of absence for a line of duty illness or injury. This leave is with full pay for a period commensurate with the nature of the line of duty illness or injury. If necessary, the leave shall continue for up to one year. The City will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee was continuously at work. Workers' compensation benefits shall be offset to the extent applicable by any amount for incapacity received as provided by this subsection. Leave under this subsection shall run concurrently with FMLA leave.

3) Use of PTO; Temporary Leave:

If a firefighter, police officer, or emergency medical services personnel is temporarily disabled by a line of duty injury or illness and the paid leave of absence granted under this subsection has expired, the employee may use accumulated PTO or other accumulated leaves for a period commensurate with the nature of the temporary disability. A firefighter, police officer, or emergency medical services personnel who requires additional leave shall be placed on unpaid temporary leave.

4) Medical Certification:

When requested by the Workers' Compensation / Leave Coordinator, a firefighter, police officer, or emergency medical services personnel who receives leave under this subsection shall provide medical certification and recertification documents from a health care provider to support the need for the leave.

5) Return to Duty:

If able, a firefighter, police officer, or emergency medical services personnel may return to modified duty as outlined in Section 18.a of this chapter, while recovering from a temporary disability. If medically necessary, the modified duty assignment may continue for up to one year.

A firefighter, police officer, or emergency medical services personnel who takes leave under this subsection may be required to provide a fitness for duty clearance from a health care provider upon return. After recovery from a temporary disability, a firefighter, police officer, or emergency medical

services personnel shall be reinstated at the same rank and with the same seniority the person had before going on leave.

Section 18 Return to Work / Inability to Return to Work

a. **Modified Duty**

"Modified Duty" is a temporary assignment which is for a specified and limited period and fulfills a necessary job function, appropriate to the employee's skills and level of experience as determined by the City, and which the employee can perform without violating any medical restriction imposed as a result of a temporary disability, illness or injury, for which the employee is compensated at the employee's normal rate of pay and benefits.

The number, availability and duration of such assignments are limited by departmental needs as determined by the Department Manager or the Department Manager's designee.

If restrictions as noted on the Physician's Release to Return to Work form are determined to be permanent, the employee shall not be eligible for a Modified Duty assignment.

1) Limitation of Modified Duty Assignment:
   The Modified Duty assignment shall end on the earliest of:
   (i) The date when the employee is released to the employee's regular schedule with no restrictions as evidenced on the Physician's Release to Return to Work form;
   (ii) The date when a physician determines the employee's has permanent restrictions;
   (iii) The date the Maximum Modified Duty Assignment Period ends; and
   (iv) The date the Employee fails to take a required medical examination, without good cause.

2) Maximum Modified Duty Assignment Period:
   A Modified Duty assignment may be intermittent or continuous, but in no event shall such an assignment continue for more than 180 work days after the date when the employee was initially unable to perform each and every essential function of the employee's job (the "Maximum Modified Duty Assignment Period"). At the end of the Modified Duty assignment, if an employee is unable to return to work without restrictions, the employee may be placed on the appropriate leave.

   Once an employee has been unable to perform each and every essential function of the employee's position that the employee held when the disability, illness or injury arose for 90 calendar days during a 12 month period or has exhausted all leave granted under previous sections of this Chapter (whichever comes first), the employee may request a meeting with the employee's Department Manager, the Director of Administrative Services, or the City Manager or the City Manager's designee in order to determine if the City has any current vacancies for which the Employee is qualified and is currently able to physically perform.

3) Procedure:
A "Physician's Release to Return to Work" form shall be completed by a physician (for injury leave, such physician shall be one of the designated providers selected for the City's workers' compensation insurance) and shall include the probable length of the restrictions and the nature of the restrictions. An additional statement confirming the ability to perform the Modified Duty assignment may also be required.

Once an employee has seen a physician and the physician has completed the Physician's Release to Return to Work form indicating that the employee can return to work, the applicable procedures below shall be followed:

(i) Return to work with Regular Hours and No Restrictions:
   The employee obtains the completed Physician's Release to Return to Work form from the physician indicating that there are no restrictions and that the employee has the

ability to work during the employee's regularly scheduled hours. This form must be submitted to the employee's supervisor and the Office of Administrative Services' Workers' Compensation / Leave Coordinator upon the employee's return to work.

(ii) Return to Work with Restrictions:
The employee obtains the completed Physician's Release to Return to Work form from the physician indicating that the employee needs (i) restricted duties (for example, limitations on lifting, walking, stooping, bending, etc.) and/or (ii) restricted number of hours worked per day or per week, with or without limitations on the duties performed.

1. If the physician releases the employee to return to work with restrictions, as evidenced by completion of the Physician's Release to Return to Work form, the form must be submitted to the employee's supervisor and the office of Administrative Services' Workers' Compensation / Leave Coordinator prior to or immediately upon return to work for consideration of a Modified Duty assignment. The supervisor and a representative from Administrative Services will review the restrictions and determine if the employee is eligible for a Modified Duty assignment. The employee must report for work at the time designated by the employee's supervisor.
2. If the employee is approved for a Modified Duty assignment, the employee shall comply with the restrictions indicated in the Physician's Release to Return to Work form. If the employee's restrictions change at any time, the employee shall notify the employee's supervisor immediately and submit to the supervisor and the office of Administrative Services Worker's Compensation / Leave Plan Coordinator a copy of the revised Physician's Release to Return to Work form.
While working a Modified Duty assignment, the employee may be required to provide periodic updates from the physician up to every 30 days. Additionally, the employee may be required to submit to a periodic physical examination as a condition of continued Modified Duty status.

3. If a Modified Duty assignment is not available, a representative from Administrative Services will determine what remaining leave benefits are available to the Employee, if any.

If the employee is unable to perform the Modified Duty assignment, the employee shall contact the physician to review and potentially revise the Physician's Release to Return to Work form.

b. **Inability to Return to Work**.

When a treating physician determines that an employee is permanently incapable of returning to work in the employee's full duty capacity, the City will accommodate such disability to extent it is required under the Americans with Disabilities Act, or the employee may apply for available positions within the City for which the employee is qualified. The Department Manager or his designee, based on the assessment of a licensed medical doctor that an employee is not able to perform the required physical duties or tasks of employee's present position (regardless of whether the incapacity is due to on the job injuries, off the job injuries, or illness), then the employee will not be returned to the employee's full duty with the City until a medical doctor states in writing that the employee is able to perform all the required physical tasks or duties of the position. Wherever possible, it is the policy of the City to provide Modified Duty to employees who have been released by a physician to return to work in a limited capacity.

Once an employee has exhausted all leave granted to the employee under previous sections of this Chapter or has been unable to perform each and every essential function of the position which he held at the time of injury with the City for 90 calendar days during a 12 month period (whichever comes first), the employee may request a meeting with the employee's Department Manager, the

City's Director of Administrative Services, or the City Manager in order to determine if the City has any current vacancies for which the employee is qualified and is currently able to physically perform.

If a job vacancy exists that the employee is qualified for and can physically perform, the employee may apply for that position. The employee has the choice to either accept or decline any offered position:

1) If the offer is accepted, it is recognized and understood by the employee that the employee may have to take a reduction in salary.
2) Any employee so reassigned will be compensated at a pay rate in the pay range of the position to which the employee has been reassigned. However, the affected employee shall be entitled to start in the new band/zone equal to his previous salary if that band/zone is equal to or below the midpoint of the new pay range.
3) If the employee does not seek another position, or if the offer of a new position is declined, or if no job vacancy exists that the employee is qualified for and can physically perform, then the employee shall be allowed to exhaust any leave granted to the employee under previous sections of this Chapter

Under no circumstances will the City continue an employee's active status once the employee exhausts the leave granted under previous sections of this Chapter.

Once an employee is placed on inactive status, the City shall no longer pay the employee a salary, and the employee shall no longer accumulate PTO leave or other accrued leaves. The employee may continue to receive the employee's worker' compensation benefits, and the employee will also be able to retain the City's health insurance if the employee pays the rate as established by the City as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA). Such coverage shall be limited to the minimum length of time established by the Act.

An employee who has been placed on inactive status under this policy may apply for positions with the City of Midland for which the employee is qualified and physically able to perform. Should an employee who has accepted another position with the City or been placed on inactive status due to an on the job injury recover and be able and qualified to perform all the tasks required of the employee's previous position within 12 consecutive calendar months from the date of the employee's acceptance of the new position with the City or placement on inactive status, then the employee will be offered reinstatement to the previous position should said position become vacant. The employee's recovery must be confirmed by a written statement from a licensed medical doctor. The City shall have the right to request a second medical opinion, but that second opinion shall be paid for by the City. Under this policy, no employee's
inactive status will continue for more than 12 consecutive months, unless required by federal, state or local law.

Section 19 Paid Quarantine Leave

a. Purpose.

The purpose of this policy is to provide for and maintain employment benefits for certain employees who are ordered to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty.

b. Applicability

This policy applies to the following employees of the City:

1) Fire protection personnel; and
2) Peace officers of the Police Department and the Municipal Court.

c. Conditions

The paid leave and benefits provided by this policy are only available to an employee who is ordered to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty by the employee's supervisor or the City's health authority. An employee may be required to provide proof of an order to quarantine and may be denied paid leave or benefits if the employee fails to provide proof within a reasonable time.

d. Benefits

If an employee is ordered to quarantine under the conditions in Subsection c above, the employee will receive all employment benefits and compensation for the duration of the leave, including paid leave accrual, pension benefits, and health benefit plan benefits that the employee would customarily be provided on paid leave.

e. Reimbursement for Expenses

If an employee is ordered to quarantine under the conditions in Subsection c above, the employee may request reimbursement for reasonable costs related to the quarantine, including lodging, medical treatment and transportation by submitting a reimbursement request via the Employee Self Service portal of the Human Resources Information System within five (5) days after returning from the leave ordered under this policy. An employee may be required to provide receipts or proof of payment with the request and reserves and may be denied reimbursement that the City deems unreasonable or unrelated to quarantine.

f. Effect on Paid Leave Balances

The City will not reduce an eligible employee's PTO or other paid leave balance for quarantine leave ordered under this policy.

Section 20 Peace Officer and Telecommunicator Mental Health Leave

a. Purpose

The purpose of this Section is to allow the use of mental health leave by peace officers and full-time telecommunicators employed by the City who experience a traumatic event while on duty.

b. Applicability

This Section applies to licensed peace officers and full-time telecommunicators employed by the City. For purposes of this Section, "telecommunicator" means a person authorized to act as a telecommunicator under Section 1701.405, Occupations Code.

c. Conditions

An employee to whom this Section applies shall be allowed up to three (3) days or (30) hours of paid mental health leave per calendar year, provided that:

1) the leave is:
   (i) approved by the employee's supervisor, the Chief of Police (for Police Department peace officers and full-time telecommunicators) or the Presiding Judge (for Municipal Court peace officers); or
   (ii) ordered by a mental health professional; and
2) the leave is taken as a result of a traumatic event that occurred while on duty.

d. Anonymity

The City will keep requests to take mental health leave and any medical information related to mental health leave under this policy confidential to the extent allowed by law and separate from the employee's general personnel file held by the Administrative Services Department. The City cannot guarantee the anonymity of information that is otherwise public or necessary to carry out the City's duties under applicable laws.

e. Effect on Paid Leave Balances

The City will not reduce an eligible employee's PTO, or other paid leave balance for mental health leave taken under this policy.

Section 21 Special Leave with Pay

Department Managers may grant employees special leave with pay and actual expenses to attend professional conferences, conventions or short courses or to visit other cities in the interest of the City, as authorized by the City Manager.

Section 22 Mental Health Leave

The City is committed to protecting our employees' health, safety, and well-being. Employees may access confidential free counseling through the City's Employee Assistance Program (EAP).

Each full-time employee shall receive two (2) work days of Mental Health Leave per calendar year. An employee who wishes to take Mental Health Leave shall notify the employee's immediate supervisor prior to the start of the employee's scheduled shift, if practical. Documentation of the absence shall not be required. The reason for such absence (i.e., use of Mental Health Leave) shall be held confidential as reasonably practicable. Unused Mental Health Leave shall not be carried over into the following year, and employees will not be provided with payment in lieu of taking Mental Health Leave. In addition, upon an employee's termination of employment or retirement, no payment shall be provided for unused Mental Health Leave.

Section 23 Community Service Leave

The City encourages employees to be active citizens and provides this leave to participate in organizations and activities that benefit the local community.

A full-time employee who is not Fire Department Shift Personnel is eligible to request eight (8) hours of Community Service Leave per calendar year. A full-time employee who is Fire Department Shift Personnel is eligible to request twelve (12) hours of Community Service Leave per calendar year. Community Service Leave may be taken in one (1) hour increments. An employee who wishes to take Community Service Leave shall notify the employee's supervisor thereof and obtain approval prior to taking Community Service Leave. An employee, upon request, shall provide documentation to support the taking of Community Service Leave, and a failure to provide sufficient documentation thereof may result in the City's refusal to provide Community Service Leave. Community Service Leave may not be used for events with a political or religious purpose. Community Service Leave is noncumulative and nontransferable.

Section 24 Civic Duties Leave

All employees will be allowed time off with pay to attend the civic duties of voting in elections, serving as members of jury panels, or appearing before any tribunal by virtue of subpoena or summons.

Section 25 Leave of Absence

Department Managers may grant an employee one day of paid administrative leave in regard to disciplinary or safety issues. Any additional paid administrative leave in regard to discipline, safety, or investigations

must be approved by the City Manager. Department Managers may grant leaves of absence without pay to regular employees, not to exceed thirty (30) days in duration. Requests for such leave shall be in writing and submitted well in advance of the date the Employee will commence such leave. In granting such leaves, the Department Manager shall give primary consideration to the City's need for the Employee's services. Leaves of absence without pay may be granted for any legitimate purpose; however, employees will be obligated to show that the granting of such leave is to the interest of the City. Leaves of absence without pay in excess of thirty (30) days may be granted only with the approval of the City Manager and in no case shall exceed six (6) months.

Section 26 Absence without Leave

No employee may absent himself from duty for a single day or any part of a day without permission of his Department Manager. Any such absence will be without pay and the employee may be subject to adverse action. Any employee absent from work without notice for three (3) consecutive days will be considered as having abandoned the job. Any employee absent from work without notice for three (3) consecutive days will be considered as having abandoned the job. Such abandonment shall be considered a voluntary resignation from employment, and the City will process such separation of employment as a voluntary resignation.

Chapter VI

Wage and Salary Administration

Section 1 Application of Rates

All employees occupying a position in the classified or unclassified service shall be paid a salary or wage within the range currently set for that position's class under the pay plan as approved by the City Council. If an employee begins service in the middle of a pay period, he will be paid by the calculated hourly rate for the total hours worked during that time.

Section 2 Pay Rates for New Employees

Pay rates for new or probationary employees will normally be at the minimum step in the salary range established for the position that the employee is occupying. Department Managers, with the approval of the Administrative Services Director, may pay a new employee a beginning rate 15% above the minimum established in that range. Appointments with a pay rate of more than 15% above the minimum for a particular salary range may be made only with the approval of the City Manager.

Section 3 Pay Progression

Pay progression for employees in classified positions will be based on documented criteria that may include performance, attendance, certifications, training, skills testing, length of service, or other job specific factors. Pay progression dates and the amounts of the progressions shall be recommended on an annual basis by the City Manager and approved by the City Council through the budget process and/or amendments to the City's annual budget.

Section 4 Total Rate of Pay

No employee shall be paid at, or no salary advancement shall be made which would compensate an employee at, a rate more than the maximum or highest step in the salary range to which that employee's position has been assigned. Exceptions may only be made when deemed by the City Manager to be advantageous to the City service. Any such pay increases shall not exceed the assigned pay range by more than 10%. Market adjustments which impact City of Midland pay plans or cost of living adjustments which impact municipal employee salaries must be approved by the City Council.

The City of Midland takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on scheduled paydays. In the unlikely event that there is an error in the amount of pay an employee receives, he should promptly bring the discrepancy to the attention of his immediate supervisor or the Payroll Manager. If the employee has been underpaid, the City will pay the employee the difference as soon as possible. If the employee has been overpaid, arrangements will be made to return the overpayment to the City as soon as possible. Noemployee is entitled to retain any pay in excess of the amount he has earned according to his establishedrate of pay.

Section 5 Part-time, Temporary and Seasonal Rates

An employee who works regularly at less than the established workday or workweek shall be paid by the hour or at a salary proportional to the amount of time worked. The hourly or monthly rates for part-time, temporary or seasonal employees shall be established by the Department Manager concerned and the Administrative Services Director after giving due consideration to the ranges and pay rates in effect for similar positions in the current pay plan.

Section 6 Pay Rates for New Positions

Whenever a new position is created the Administrative Services Director shall, with the department manager involved, study the duties and responsibilities of the new position and in light of the existing positions and pay rates in the "Position Classification and Pay Plan" submit to the City Manager a recommendation for the proper pay range for the new position.

Section 7 Termination Pay

All employees who leave the service of the City for any reason shall receive all pay that may be due them with the following qualifications:

a. Regular employees shall be paid for unused PTO leave as set out in Subsection c of Section 9 of Chapter V.

b. An employee whose employment is terminated before the end of a pay period shall be paid for the total hours actually worked through the employee's termination date.

c. Effective October 1, 2023, any employee who is eligible to retire under either TMRS or FRRF at the time of the employee's termination of employment or retirement shall receive payments for accrued PTO as set out in Section 9 of Chapter V.

Section 8 Longevity Pay

All regular full-time employees shall be entitled to additional compensation at a rate of six dollars ($6.00) per month for each full year of continuous service with the City. The beginning of the pay period nearest the anniversary date the employee began employment with the City shall be the effective date of longevity pay increases. The rate of longevity pay shall coincide with the rate established by Texas Local Government Code Section 142.

Section 9 Performance Appraisal System

The purpose of the system is to improve employee productivity, to provide better communicationsbetween supervisors and those they supervise, to identify needs for training or other remedial actions among the workers, to provide upward mobility and the cultivation of skills and abilities, and to further the City service as a good place to work.

Evaluations shall be used as guides to judgment in granting permanent status to probationary employees, in offering promotions to employees, in recommending employees for merit pay increases, in determining that dismissals or other disciplinary actions based on performance are in fact for just cause, in avoiding any possibilities of discrimination or prejudice, and in other personnel matters.

The immediate supervisor of the employees being evaluated shall perform evaluations, but the evaluations may be reviewed and revised by Division and Department Managers before becoming final.

Evaluations of supervisory employees shall take into account the skill and judgment shown by such supervisors in the rating of those responsible to them.

Evaluations shall be completed shortly before the end of probation and thereafter on an annual basis.

An evaluation of an employee may also be conducted at any other time at the option of his supervisor; such specific evaluations are appropriate if the employee is being considered for promotion, is in need of remedial action, or is to be warned of possible disciplinary action.

If any employee believes that the performance evaluation is erroneous, unfair, or prejudiced, he may appeal the evaluation in the same way as is provided for any other grievance in Chapter IX of the personnel rules.

Section 10 Compensation Policy Statement

It shall be the policy of the City of Midland to maintain a pay structure for all municipal employees that will allow said employees the opportunity to receive reasonable, comparable wages in relation to comparable jobs in the relevant labor markets. The City Council shall establish both regional and statewide comparative markets consisting of municipalities in the population range of 75,000 to 200,000 (or larger if they are in the regional market) that shall be used in obtaining comparative wage data.

The City of Midland will also strive to maintain internal equity in the municipal job classification and pay structure through the use of a sound job analysis process and continue to promote the development and refinement of pay structures which reward employee performance and development.

Toward these ends, administrative regulations and pay structures have been adopted and may be modified as needed to accomplish the objectives of this policy, to comply with federal or state regulations, or to promote the efficiency of the City Service. At least one general review of the classification and pay plans should take place in each succeeding two-year period. The City Manager may appoint an Advisory Committee to conduct this review.

It shall be the responsibility of the City Manager to maintain administrative position classification and pay plan regulations in compliance with these policies.

Chapter VII

Transfer, Promotion, Resignation and Retirement

Section 1 Transfer

After notice to the Administrative Services Director, an employee may be transferred by a department manager at any time from one position to another position in the same or comparable class. If the transfer involves a change from one department to another department, both Department Managers must consent to the transfer unless the City Manager orders the transfer for the purpose of economy or efficiency. No person shall be transferred to a position for which he does not possess the necessary minimum qualifications, according to the classification plan.

Section 2 Promotion

Insofar as practical and consistent with the best interest of the City, all vacancies in the classified and unclassified service shall be filled by promotion of persons already employed by the City. If, in the opinion of the Department Manager or other person responsible for filling the vacancy, a position can best be filled by hiring a new employee, such information shall be forwarded to the Administrative Services Director who shall take the necessary steps to assist in recruiting qualified applicants for the position.

Section 3 Resignation

An employee who wishes to leave the employment of the City shall give at least two (2) weeks' notice to the supervisor before the effective date of his resignation. Such notice, either oral or written, shall state the reasons for such resignation. The Department Manager shall immediately notify the Administrative Services Director of such resignation and indicate the reasons therefore and whether the employee's services have been satisfactory.

Section 4 Exit Survey

An employee's exit survey shall be sent electronically to the employee upon the City receiving notice of resignation. Upon request, the exit survey may be sent to the employee in paper form.

Section 5 No Recommendations or References

No person is authorized to act on behalf of the City in making recommendations or giving references with respect to former or current City employees. Any City employee who gives a recommendation or reference with respect to a current or former City employee shall be acting in his or her individual capacityand not as an agent, employee, or representative of the City of Midland, Texas, said act being beyond thescope of said employee's employment. Any employee who is sued or becomes involved in a claim or civil lawsuit due in any part to his or her giving a reference or recommendation shall not be entitled to a paidor other legal defense by the City of Midland.

Section 6 Requests for Employment Verification

Information regarding the employment of all current and former City employees shall be verified by Administrative Services only upon written request signed by the current or former employee. In absence of a written request signed by the current or former employee, Administrative Services shall be authorized to verify only the following information:

a. The date the employee began his employment with the City of Midland,

b. The date the employee ended his employment with the City of Midland,

c. The positions held while employed by the City of Midland,

d. The Department(s) to which the employee was assigned while employed by the City of Midland.

No person other than the Director of Administrative Services or the Director's designee shall be authorized to act on behalf of the City of Midland with respect to the verification of employment information.

Section 7 Personnel Files

The City of Midland retains employment records in a personnel file with the Administrative Services Department. The information contained in the file is the property of the City and must be maintained for government and record-keeping purposes. Therefore, all employees are required to notify the Administrative Services Department immediately if there is any change in relevant personal or employment information such as changes in address, phone numbers, marital status, emergency contact,insurance beneficiary, number of dependents, or legal name.

All files connected with an employee are considered strictly confidential, and access will be limited to those who have a job-related need to know the information, those who have been authorized to view the file, and as required by law. If an employee wishes to view his personnel file, he must submit written request with the Administrative Services Department. Upon receipt and approval of such request, an appointment will be scheduled for the employee to view his file. An employee may not remove or alter any information in the file in any way.

If an employee believes that information in his personnel file is incorrect, he may submit a written request to Administrative Services for change(s) to be made. If such a request is denied, the employee may request a statement of disagreement be placed in his file. This statement of disagreement will become a permanent part of the employee’s file.

The City of Midland considers falsification of personnel records to be a serious offense, and upon discovery can lead to disciplinary action up to and including termination.

Chapter VIII

Adverse Action

Section 1 Adverse Action

a. Purpose of Chapter

The purpose of this Chapter is to establish policies and administrative procedures for addressing Prohibited Conduct (as defined herein) and employment separation of City of Midland employees. The policies and procedures established herein are authorized and adopted, and the same shall be construed according to the plain meaning of its language unless defined otherwise. No policy or procedure established by this Chapter shall be enforced or interpreted in a manner that limits or abrogates protections afforded by law. The remedies set forth in this Chapter are exclusive.

b. Definitions.

In this Chapter:

1) "Adverse Action" means an administrative action taken by a Department Manager against an Employee because of the Employee's Prohibited Conduct. Said administrative actions include the following:
    a) Oral Reprimand;
    b) Written Reprimand;
    c) Suspension from employment without pay;
    d) Demotion from a current position to a lower position with lesser responsibility or compensation; and
    e) Termination of employment.
2) "Appeal Hearing" is the initial proceeding at which the Employee may contest an Adverse Action.
3) "Business Day" means a day on which the City of Midland is open for business.
4) "City" means the City of Midland.
5) "Department Manager" means the City department manager for the department that the Employee is assigned to. For the purpose of this Chapter, "Department Manager" also means an Assistant City Manager, Deputy City Manager, or the City Manager if a City department manager, Assistant City Manager, or Deputy City Manager is deemed to have engaged in Prohibited Conduct.
6) "Employee" means an employee of the City of Midland. For the purpose of this Chapter, "Employee" also means a Department Manager or Employee within the City Manager's Office if such person is deemed to have engaged in Prohibited Conduct.
7) "Hearing Officer" means the City official that presides over the Appeal Hearing.
8) "Lay-Off" means the employment separation between the Employee and the City that is not the result of an Adverse Action.
9) "Name-Clearing Hearing" means a proceeding before the City Manager at which the Employee may address allegations made by the City or its officials relating to the Employee's termination.
10) "Notice of Appeal" means the written notice submitted to the Administrative Services Department by the Employee seeking administrative review of an Adverse Action.
11) "Notice of Appeal to the Personnel Appeals Board" means the written notice submitted to the Administrative Services Department by the Employee seeking the Personnel Appeals Board's review of an Adverse Action.
12) "Notice of Hearing Officer Determination" means the written notice issued by the Hearing Officer containing the Hearing Officer's final determination resulting from the administrative review of an Adverse Action following an Appeal Hearing.

13) “Notice of Personnel Appeals Board Determination” means the written notice issued by the Personnel Appeals Board containing its final determination resulting from its review of an Adverse Action following a Personnel Appeals Board Hearing.
14) “Personnel Appeals Board” means the administrative body that presides over the Personnel Appeals Board Hearing.
15) “Personnel Appeals Board Hearing” means the final proceeding at which the Employee may contest an Adverse Action.
16) “Prohibited Conduct” means conduct of a character and nature that constitutes or is reasonably related to the following:
    a) Consumption and/or possession of alcohol or narcotics while on duty or using City-owned property;
    b) Consumption and/or possession of alcohol or narcotics in a manner that forms the basis of a crime;
    c) Criminal conduct;
    d) Delinquency;
    e) Dishonesty, including forgery, falsification of documentation, or any other falsifying action;
    f) Disruptive behavior that limits or restricts workplace efficiency;
    g) Failure to maintain necessary professional certifications or authorizations;
    h) Failure to perform employment duties;
    i) Immoral behavior, including behavior that may adversely affect the City or its officers, officials, employees, or agents, or behavior that may reasonably undermine the confidence of the public;
    j) Misappropriation or destruction of City property or information;
    k) Subversive behavior, including fighting, intimidation, profanity, insubordination, negligent or reckless actions, discourteousness, safety rule violations, misuse of City property, or violation of any established procedure, order, directive, or protocol;
    l) Unsatisfactory attendance;
    m) Failure to reasonably cooperate during an investigation involving alleged misconduct; and
    n) Violation of any policy, standard, or provision of the City of Midland, Texas Personnel Policies.
17) “Supervisor” means the person charged with the daily oversight and management of the Employee contesting an Adverse Action.
18) “Workday” means a day (including weekend days) on which the Employee is scheduled to report to work.

c. Notice Requirements

1) Any notice or communication required or permitted pursuant to this Chapter shall be in writing.
2) Subject to Section 1.c(3), a notice or communication required or permitted pursuant to this Chapter shall be deemed to be delivered and received on the date said notice or communication is:
    a) Personally delivered to the respective party to whom it is directed;
    b) Deposited by certified mail; or
    c) Sent by electronic mail.
3) Notwithstanding Section 1.c(2), a notice or communication that is sent to the City, or its employees or officials, shall be deemed to be delivered and received on the date that Administrative Services Department is in actual or physical receipt of said notice or communication.
4) The delivery of a notice or communication to the Employee shall be directed to one of the following:
    a) The City email address of the Employee;

b) The email address of the Employee's authorized representative;
c) The Employee's physical address on file with the Administrative Services Department; or
d) The physical address of the Employee's authorized representative.

5) The delivery of a notice or communication to the City or its officers, officials, or employees shall be directed to one of the following unless directed otherwise:
   a) The City email address of the current Administrative Services Director; or
   b) City of Midland
      300 N. Loraine Street
      Midland, Texas 79701
      Attn: Administrative Services Director.

d. Prohibited Conduct; Adverse Action

Employees shall refrain from engaging in Prohibited Conduct. An Employee that is deemed to have engaged in Prohibited Conduct may be subject to Adverse Action in accordance with the policies and procedures of this Chapter.

e. Discretionary Factors and Considerations Regarding Adverse Action Administration

If a Department Manager determines that the Employee engaged in Prohibited Conduct, the Department Manager may, in the Department Manager's sole and absolute discretion, incorporate the following factors and considerations in the Department Manager's decision regarding an Adverse Action to be administered to the Employee:

1) Nature of the Employee's duties;
2) Nature of the Prohibited Conduct;
3) Circumstances of the Prohibited Conduct;
4) The Employee's disciplinary history; and
5) Any other relevant facts or information.

f. Authorized Adverse Actions

Upon a Department Manager's determination that the Employee engaged in Prohibited Conduct, said Department Manager may administer (or cause to be administered) the following Adverse Actions:

1) Oral Reprimand – verbal discussion identifying the standard(s) of conduct that the Employee violated, and the corrective action required, if applicable. An Oral Reprimand may contain:
   a) Additional facts and information as deemed appropriate by the Department Manager; and
   b) A warning that future violations may result in additional Adverse Action(s) in accordance with this Chapter.
2) Written Reprimand – memorandum to the Employee (with a copy to the Employee's personnel file) identifying the standard(s) of conduct that the Employee violated, and the corrective action required, if applicable. A Written Reprimand may contain:
   a) Additional facts and information as deemed appropriate by the Department Manager; and
   b) A warning that future violations may result in additional Adverse Action(s) in accordance with this Chapter.
3) Suspension – temporary removal of the Employee from performing his/her duties and from receiving compensation. No Employee shall be suspended:
   a) For a period exceeding thirty (30) workdays; or
   b) More than thirty (30) workdays in any fiscal year.
4) Demotion – permanent reassignment of the Employee to a position with lesser responsibility or compensation.

5) Termination – permanent severance of the employment relationship between the Employee and the City.

g. Adverse Action Administration

Adverse Actions shall be administered in accordance with the following procedures:

1) Oral and Written Reprimands shall be issued as deemed appropriate by the Department Manager.
2) Suspension, Demotion, Termination
    a) Prior to issuing a Notice of Adverse Action to the Employee, a Department Manager shall deliver a copy of the proposed Notice of Adverse Action to the Administrative Services Department.
    b) Upon approval of the form of the Notice of Adverse Action by the Administrative Services Department, the Department Manager shall issue the Notice of Adverse Action to the Employee in accordance with the requirements of Section 1.c.

h. Notice of Appeal

1) If the Employee is issued a Notice of Adverse Action that results in a Suspension, a Demotion, or Termination, the Employee may seek administrative review of the Adverse Action by filing a Notice of Appeal.
2) A Notice of Appeal must be filed within two (2) Business Days of the affected Employee's receipt of a Notice of Adverse Action.
3) A Notice of Appeal shall consist of the following information:
    a) Employee name;
    b) Employee position;
    c) Department Manager name;
    d) Supervisor name; and
    e) General description of the basis for appeal.
4) A proper and timely Notice of Appeal shall be perfected upon the Administrative Services Department's receipt of the Notice of Appeal. If a Notice of Appeal does not contain the information required by Section 1.h(3), but is otherwise proper and timely, the Administrative Services Director shall notify Employee of such defect within two (2) Business Days following the Administrative Services Department's receipt of the Notice of Appeal.
5) Upon receiving notification that a Notice of Appeal does not contain the information required by Section 1.h(3), the Employee shall correct the defect and supplement the missing information within two (2) Business Days of the Employee's receipt of the notice required by Section 1.h(4).

i. Designation of Hearing Officer

1) Upon the perfection of a Notice of Appeal, the Administrative Services Director shall notify the City Manager of said Notice of Appeal within a reasonable amount of time after its delivery to the Administrative Services Department.
2) Upon receipt of the notice prescribed by Section 1.i(1), the City Manager shall designate a person to serve as the Hearing Officer to preside over the Appeal Hearing, which shall be:
    a) The City Manager;
    b) The Deputy City Manager; or
    c) An Assistant City Manager.
3) The City Manager shall notify the Administrative Services Director of the designation required by Section 1.i(2) following the same.
4) Upon request of the City Manager and agreement of the Presiding Judge of the Municipal Court, the Presiding Judge or Associate Judge of the Municipal Court may serve as the Hearing Officer.

5) If none of the foregoing individuals are available to serve as the Hearing Officer, the City Manager may designate another department manager with no knowledge of the facts that give rise to the Appeal Hearing to serve as the Hearing Officer.

j. Setting of Appeal Hearing

1) Following the designation of the Hearing Officer, the Hearing Officer shall provide the Administrative Services Director with dates and times of availability for the scheduling of the Appeal Hearing.
2) The Appeal Hearing shall occur no later than fifteen (15) Business Days following the perfection of the Notice of Appeal.
3) Notwithstanding Section 1.j(2), the Appeal Hearing may occur later than fifteen (15) Business Days following the perfection of the Notice of Appeal upon: (i) the mutual agreement of the Department Manager and the Employee; and (ii) the consent of the Hearing Officer.
4) Upon final setting of the Appeal Hearing, the Administrative Services Director shall send a Notice of Hearing to the Employee, the Hearing Officer, and the Department Manager. The Notice of Hearing shall consist of the following information:
    a) The name and position of the Employee;
    b) The name and position of the Employee's Supervisor;
    c) The date, time, and location of Appeal Hearing; and
    d) The reason/basis for appeal, as indicated by the Employee in the Notice of Appeal.

k. Appeal Hearing Procedure

1) The following persons shall be entitled to participate in an Appeal Hearing:
    a) Hearing Officer;
    b) Administrative Services Director;
    c) The Employee;
    d) A designated representative of the Employee (if any); and
    e) Department Manager.
    f) A representative of the City Attorney's Office may represent the Department Manager at the Appeal Hearing if the City Attorney receives and agrees to a request for representation from the Department Manager.
2) Minutes or Recording
    a) The Administrative Services Director shall take minutes of the Appeal Hearing or cause a recording to be made of the Appeal Hearing.
    b) The Administrative Services Department shall maintain the minutes or recording of an Appeal Hearing for at least three (3) years or as long as may be required by law.
    c) The Employee may provide, at the Employee's sole cost and expense, for a court reporter to record the Appeal Hearing. If the Employee provides for a court reporter to record the Appeal Hearing, the Employee shall provide the City with a copy of said recording (at no cost to the City) upon receiving a written request for such from the Administrative Services Director.
    d) The Employee may submit a written request for a transcript of an Appeal Hearing recording from the Administrative Services Department; provided, however, that the Employee shall pay all expenses associated with transcribing the Appeal Hearing recording, which shall be reasonably determined by the Administrative Services Director.
    e) Upon the submission of a request for a transcript of an Appeal Hearing recording, the Employee shall submit a deposit to the Administrative Services Department in an amount equal to the cost associated with transcribing the Appeal Hearing recording.
3) Witnesses
    a) The Employee, the Department Manager, and their respective witnesses shall be entitled to testify at the Appeal Hearing.

b) The Employee and the Department Manager shall be responsible for securing the availability of their respective witnesses.
c) The Employee and the Department Manager shall be entitled to call and question any witness who has knowledge of the incident(s) or alleged Prohibited Conduct that resulted in the Department Manager's administration of the Adverse Action.
d) The Hearing Officer shall have the right to exclude the testimony of any witness who is shown to not possess knowledge of the incident(s) or alleged Prohibited Conduct that resulted in the Department Manager's administration of the Adverse Action.
e) At the request of the Employee or the Department Manager, all witnesses shall be excluded from the Appeal Hearing; provided, however, that the Employee, the Department Manager, and their respective representatives may not be excluded (provided that a representative shall not testify). A request to exclude witnesses pursuant to this Section must be made prior to the commencement of any testimony.

4) Appeal Hearing Process

The Appeal Hearing shall proceed in the following manner:

a) Introduction; Swearing in of Witnesses

The Administrative Services Director shall make a formal introduction to the Appeal Hearing, which shall consist of the factual circumstances that form the basis for the Appeal Hearing. Said factual circumstances shall consist of, but not be limited to, the following:

1. Basis for Adverse Action as described in the Notice of Adverse Action;
2. Notice of Adverse Action administration date;
3. Notice of Appeal perfection date;
4. Identification of the Appeal Hearing participants; and
5. Identification of the representatives of the Employee and the Department Manager.

The Employee and the Department Manager shall notify the Administrative Services Director of their respective witnesses expected to testify during the Appeal Hearing. The Administrative Services Director shall swear in such witnesses prior to the elicitation of witness testimony.

b) Opening Statements

1. The Employee and the Department Manager (or their respective representatives) are entitled to give an opening statement prior to the commencement of any testimony. The Hearing Officer shall consider the opening statements of the Employee and the Department Manager in the following order:
    a. Department Manager
    b. Employee
2. The Employee and the Department Manager may waive the right to give an opening statement.

c) Case-in-Chief; Department Manager

1. The Department Manager's case-in-chief may consist of witness testimony, the submission of exhibits, and the Department Manager's testimony. The Hearing Officer shall have the sole discretion to determine the relevance of evidence presented during the Department Manager's case-in-chief.
2. Following the direct examination of a witness by the Department Manager, the Employee shall be afforded the opportunity to cross-examine said witness.
3. Following the cross-examination of a witness, the Department Manager shall be afforded the opportunity to re-examine said witness.
4. Following the re-examination of a witness, the Employee shall be afforded the opportunity to cross-examine said witness.

5. The Hearing Officer may examine a witness, the Department Manager, the Employee, or a representative of the Department Manager or Employee at any time.

d) Case-in-Chief; Employee
   1. The Employee's case-in-chief may consist of witness testimony, the submission of exhibits, and the Employee's testimony. The Hearing Officer shall have the sole discretion to determine the relevance of evidence presented during the Employee's case-in-chief.
   2. Following the direct examination of a witness, the Department Manager shall be afforded the opportunity to cross-examine said witness.
   3. Following the cross-examination of a witness, the Employee or the Employee's representative shall be afforded the opportunity to re-examine said witness.
   4. Following the re-examination of a witness, the Department Manager shall be afforded the opportunity to cross-examine said witness.
   5. The Hearing Officer may examine a witness, the Department Manager, the Employee, or a representative of the Department Manager or Employee at any time.

e) Closing Statements
   1. Following the cases-in-chief of the Department Manager and the Employee, the Department Manager and the Employee are entitled to give closing statements prior to the conclusion of the Appeal Hearing. The Hearing Officer shall consider the closing statements in the following order:
      a. Department Manager
      b. Employee
      c. Department Manager's rebuttal

f) Conclusion
   The Administrative Services Director shall conclude the Appeal Hearing and notify the parties of the date and time by which the Hearing Officer shall make a final determination.

g) The Rules of Evidence are not applicable to the Appeal Hearing; the Hearing Officer may consider all evidence submitted by the parties that the Hearing Officer deems relevant and consistent with the provisions of this Chapter.

h) The standard of compliance for observation of the rules and procedures contained in this Chapter shall be substantial compliance. The failure to observe any rule or procedure contained in this Chapter shall not form the basis of or give rise to any claims, damages, demands, suits, proceedings, or causes of action of any kind or character whatsoever against the City or its employees, agents, representatives, officials, Council or board members, including, but not limited to, claims for declaratory relief, claims under the state or federal constitutions, contract, tort, or other statutory or common law claims.

i) The Hearing Officer may adopt additional rules and procedures as may be deemed necessary for the orderly conduct of the Appeal Hearing. The Hearing Officer shall have the sole discretion to implement additional rules and procedures necessary for the orderly conduct of the Appeal Hearing.

5) Determination of Hearing Officer

a) The Hearing Officer shall consider the evidence presented at the Appeal Hearing and determine the following issues:
   1. Whether reasonable grounds exist to support the allegation(s) that the Employee engaged in Prohibited Conduct; and
   2. Whether a reasonable basis exists for the Department Manager's administration of the Adverse Action.

b) The Hearing Officer shall make his/her final determination within two (2) Business Days of the conclusion of the Appeal Hearing and issue a Notice of Appeal Hearing Determination.
c) Notice of Appeal Hearing Determination
    1. The Hearing Officer's final determination shall uphold, modify, or reverse the Adverse Action.
    2. The Hearing Officer shall issue a Notice of Appeal Hearing Determination to the Employee detailing said final determination, and issue a copy of the same to the Department Manager and the Administrative Services Director.
    3. If the Hearing Officer's final determination results in a suspension of five (5) Workdays or less, the Employee shall have no right to seek administrative review of the Adverse Action by the Personnel Appeals Board and the Hearing Officer's final determination shall be final.
    4. If the Hearing Officer's final determination results in a Suspension of more than five (5) Workdays, a Demotion, or Termination, the Employee shall have the right to seek administrative review of the Adverse Action by the Personnel Appeals Board. The Notice of Appeal Hearing Determination shall contain a statement indicating that the Employee has the right to seek administrative review of the Adverse Action by the Personnel Appeals Board in accordance with the requirements and procedures of this Chapter.
    5. A final determination resulting in the Employee's Suspension, Demotion, or Termination shall be stayed upon the filing of a Notice of Appeal to the Personnel Appeals Board in accordance with the requirements and procedures of this Chapter.

l. Notice of Appeal to the Personnel Appeals Board

1) If the Hearing Officer's final determination results in a Suspension of more than five (5) Workdays, a Demotion, or Termination, the Employee may seek administrative review of the Adverse Action by the Personnel Appeals Board by filing a Notice of Appeal to the Personnel Appeals Board.
2) A Notice of Appeal to the Personnel Appeals Board must be filed within two (2) Business Days of the Employee's receipt of a Notice of Appeal Hearing Determination.
3) A Notice of Appeal to the Personnel Appeals Board shall contain the information required by Section 1.h(3).
4) A proper and timely Notice of Appeal to the Personnel Appeals Board shall be perfected upon the Administrative Services Department's receipt of the Notice of Appeal. If a Notice of Appeal to the Personnel Appeals Board does not contain the information required by Section 1.h(3), but is otherwise proper and timely, the Administrative Services Director shall notify the Employee of such defect within two (2) Business Days following the Administrative Services Department's receipt of the Notice of Appeal to the Personnel Appeals Board.
5) Upon receiving notification that a Notice of Appeal to the Personnel Appeals Board does not contain the information required by Section 1.h(3), the Employee shall correct the defect and supplement the missing information within two (2) Business Days of the Employee's receipt of the notice required by Section 1.l(4).

m. Personnel Appeals Board; Composition

1) The Personnel Appeals Board shall consist of three (3) members, to include: (i) two (2) City Council members; and one (1) resident of the City who is not employed by the City.
2) All appointments to the Personnel Appeals Board shall be made by the Mayor.
3) The Mayor shall designate a Board member to serve as Chairman of the Personnel Appeals Board.

n. Setting of Personnel Appeals Board Hearing

1) Following the perfection of a Notice of Appeal to the Personnel Appeals Board, the Administrative Services Director shall notify the Personnel Appeals Board members of said notice and the Board members shall provide the Administrative Services Director with dates and times of availability for the scheduling of the Appeal Hearing.
2) The Personnel Appeals Board hearing shall occur no later than fifteen (15) Business Days following the perfection of the Notice of Appeal to the Personnel Appeals Board.
3) Notwithstanding Section 1.n(2), the Personnel Appeals Board hearing may occur later than fifteen (15) Business Days following the perfection of the Notice of Appeal upon mutual agreement of the Department Manager and the Employee.
4) Upon final setting of the Personnel Appeals Board Hearing, the Administrative Services Director shall send the Notice of Appeals Board Hearing to the Employee, Board members, and Department Manager. Upon final setting of the Personnel Appeals Board Hearing, the Administrative Services Director shall send a Notice of Personnel Appeals Board Hearing to the Employee, the Personnel Appeals Board members, and the Department Manager. The Notice of Personnel Appeals Board Hearing shall consist of the following information:
    a) The name and position of the Employee;
    b) The name and position of the Employee's Supervisor;
    c) The date, time, and location of Personnel Appeals Board Hearing; and
    d) The reason/basis for appeal, as indicated by the Employee in the Notice of Appeal.

o. Personnel Appeals Board Hearing Procedure

1) For purposes of the Personnel Appeals Board Hearing, the Personnel Appeals Board shall observe the rules and procedures prescribed by Section 1.k unless otherwise stated herein.
2) The Personnel Appeals Board shall serve as the final arbiter of all matters appealed pursuant to Section 1.l and shall have all rights, privileges, and obligations delegated to the Hearing Officer by Section 1.k for the purpose of this Section.
3) Open Meetings Act; Compliance
    a) The Personnel Appeals Board shall observe all applicable requirements of Chapter 551 of the Texas Government Code, as amended, with respect to any Personnel Appeals Board Hearing conducted pursuant to this Chapter.
    b) A Personnel Appeals Board Hearing shall commence and conclude in open session, and all final decisions of the Personnel Appeals Board shall be voted on in open session. For the purpose of this Chapter, "open session" means the portion of the Personnel Appeals Board Hearing that is conducted in a manner that is open to the public.
    c) The Personnel Appeals Board may conduct a hearing and deliberation in a closed session.
    d) At commencement of a Personnel Appeals Board Hearing, the Employee shall notify the Personnel Appeals Board of the Employee's election to have the hearing conducted in open session.
    e) If the Employee wishes for the Personnel Appeals Board's deliberation of the evidence presented at the hearing to occur in open session, the Employee shall object to the Personnel Appeals Board recessing to closed session following the announcement that the Board will recess to closed session.
    f) Upon receiving the Employee's objection pursuant to Section 1.o(3)(e), the Personnel Appeals Board shall not recess to closed session and said deliberation shall occur in open session.
    g) Notwithstanding the Employee's objection pursuant to Section 1.o(3)(e), the Personnel Appeals Board shall have the sole and absolute discretion to include any person in a closed session whose participation necessary to the matter under consideration.

4) Closed Session; Certified Agenda or Recording
    a) The Administrative Services Director shall keep a certified agenda or make a recording of a closed session held by the Personnel Appeals Board.
    b) A certified agenda of a closed session shall include the following:
        1. A statement of deliberation subject matter;
        2. A record of any action taken; and
        3. The date and time of the beginning and end of the closed session.
5) Determination of the Personnel Appeals Board
    a) The Personnel Appeals Board shall consider the evidence presented at the Personnel Appeal Board Hearing and make a determination as set forth in Section 1.k.5(a)i.
    b) The Personnel Appeals Board shall make its final determination by majority vote in open session following its deliberation of the evidence presented at the hearing. The decision of the Personnel Appeals Board shall be the final and cumulative determination of an Adverse Action matter.
6) Notice of Personnel Appeals Board Determination
    a) The Personnel Appeals Board's final determination shall uphold, modify, or reverse the Adverse Action.
    b) The Personnel Appeals Board shall issue a Notice of Personnel Appeals Board Determination to the Employee detailing said final determination, and issue a copy of the same to the Department Manager and the Administrative Services Director.
    c) The Notice of Personnel Appeals Board Determination shall be issued within three (3) Business Days following the adjournment of the Personnel Appeals Board Hearing.

p. Litigation; Judicial Review

The Employee who has exhausted all administrative remedies and appeals pursuant to this Chapter may file suit in a Midland County state district court.

1) A suit filed pursuant to this Section shall be by verified petition specifying the grounds of illegality regarding the final administrative decision. The verified petition shall be filed no later than the thirtieth (30th) day following the date on which the Employee has exhausted all administrative remedies and appeals pursuant to this Chapter.
2) A state district court shall confine its review of an action made pursuant to this Chapter to the City's record and any evidence of procedural errors alleged to have occurred by the Employee. In performing such review, a state district court shall apply the substantial evidence standard.
3) A state district court that reviews a final determination made pursuant to this Chapter shall not award any costs or attorney fees against the City.

Section 2 Lay-Off

a. Notwithstanding any contrary provision contained in this Chapter, a Department Manager is authorized to lay-off an Employee for reasons that include, but are not limited to, the following:
    1) Change in the Employee's job duties and/or functions;
    2) Change in the organizational structure of the City's administration; and
    3) Lack of funding for the Employee's position or other budgetary constraint.
b. If a Department Manager seeks to lay-off an Employee pursuant to Section 2.a, the Department Manager shall use reasonable efforts to give said Employee at least two (2) weeks' written notice when feasible; provided, however, that no such notice shall be due for the lay-off of a temporary or part-time worker.
c. An Employee that was previously laid off pursuant to Section 2.a and had satisfactory service while employed with the City shall be eligible for rehire upon the subsequent vacancy of a position for which such former employee is eligible.

Section 3 Exit Interview

Upon the request of a Department Manager or an Employee who is due to be laid off or terminated, an exit interview between the Department Manager or his/her designee and the Employee shall occur in the Administrative Services Office.

Section 4 Name-Clearing Hearing

Upon the finalization of any Termination and an Employee's exhaustion of all appeal procedures pursuant to this Chapter, the Employee shall be entitled to a Name-Clearing Hearing before the City Manager.

a. An Employee seeking a Name-Clearing Hearing shall submit a written request for such hearing to the Administrative Services Director.
b. Upon receipt of an Employee's request for a Name-Clearing Hearing, the Administrative Services Director shall deliver said written request to the City Manager within two (2) Business Days.
c. A Name-Clearing Hearing shall occur within ten (10) Business Days of the City Manager's receipt of the Employee's written request.
d. At the Name-Clearing Hearing, an Employee may address any allegation made by the City or its employees, agents, officials, Council or board members relating to said Employee's discharge.
e. Following the Name-Clearing Hearing, the City Manager may issue an exculpatory statement deemed to be just or necessary. If the City Manager issues an exculpatory statement, he/she shall cause said statement to be mailed to the Employee's address on file with the Administrative Services Department and place a copy in the Employee's personnel file. It shall be in the City Manager's sole and absolute discretion whether to issue an exculpatory statement.

Chapter IX

Grievance Procedure

Section 1 Policy

It is the policy of the City to treat all employees fairly and equitably. Any employee who feels aggrieved in his/her employment with the City has a right to present a grievance to appropriate management officials for prompt consideration. The filing of a grievance by an employee shall not reflect unfavorably on the employee's standing, and the employee should not fear reprisal or retaliation for utilizing the procedures below. For the purposes of this Chapter, capitalized terms used herein without definition shall have the meanings assigned in Chapter VIII.

Section 2 Definitions

a. "Grievance" means a formal complaint (and any relevant supporting documentation) raised by an Employee regarding an employment matter.

b. "Immediate Supervisor" means the person charged with the daily oversight and management of the Employee claiming a grievance.

Section 3 General Provisions

a. The City shall attempt to resolve a Grievance using reasonable efforts and due diligence with regard to the procedures prescribed by this Chapter. The time limits prescribed by Section 4 may be extended by mutual written agreement between the Employee and pertinent City representative.

b. The Supervisor's or Department Manager's failure to address a written Grievance in accordance with the procedures prescribed by Section 4 shall permit the Employee to proceed to the following Step and file the written Grievance with the Department Manager or City Manager, as applicable.

c. An Employee's failure to respond to a decision within the time limits specified in Section 4 shall be deemed to be an acceptance of said decision.

d. A Grievance shall be initiated within ten (10) Business Days of: (i) the date on which the matter that is the subject of the Grievance occurred, or (ii) the date on which the matter that is the subject of the Grievance became known to the Employee.

Section 4 Procedure

a. Informal Step: The Employee may discuss a Grievance with his/her Immediate Supervisor in an effort to resolve the matter informally.

b. Step 1:
   1) The Employee may file a written Grievance with his/her Immediate Supervisor and request a conference to occur within five (5) Business Days to discuss a formal resolution of the matter.
   2) Upon receipt of a written Grievance, the Immediate Supervisor shall either: (i) schedule a conference to discuss a formal resolution of the matter in accordance with Section 4.b(1); or (ii) take action that addresses the matter described in the written Grievance to the reasonable satisfaction of the Employee.

3) Following a conference to discuss a formal resolution of a Grievance, the Immediate Supervisor shall render a written decision regarding the Grievance within ten (10) Business Days.
4) Following an action taken by the Immediate Supervisor to address the matter described in the written Grievance, the Immediate Supervisor shall issue a memorandum that details the Immediate Supervisor's action.

c. Step 2:
1) If the Employee is not satisfied with the Immediate Supervisor's decision pursuant Section 4.b, the Employee may file the written Grievance with the Department Manager and request a conference to occur within five (5) Business Days to discuss a formal resolution of the matter. The Employee shall file the written Grievance within five (5) Business Days of the Employee's receipt of the Immediate Supervisor's decision.
2) Upon receipt of a written Grievance, the Department Manager shall either: (i) schedule a conference to discuss a formal resolution of the matter in accordance with Section 4.c(1); or (ii) take action that addresses the matter described in the written Grievance to the reasonable satisfaction of the Employee.
3) Following a conference to discuss a formal resolution of a Grievance, the Department Manager shall render a written decision regarding the Grievance within ten (10) Business Days.
4) Following an action taken by the Department Manager to address the matter described in the written Grievance, the Department Manager shall issue a memorandum that details the nature of the Department Manager's action.

d. Step 3:
1) If the Employee is not satisfied with the Department Manager's decision pursuant to Section 4.c, the Employee may file the written Grievance with the City Manager (through the Administrative Services Director) and request a conference to occur within ten (10) Business Days. The Employee shall file the written Grievance within five (5) Business Days of the Employee's receipt of the Department Manager's decision. The written Grievance shall contain all complaints and relevant facts that pertain to the matter described in the written Grievance.
2) Upon receipt of a written Grievance, the City Manager or his/her designee shall either: (i) schedule a conference to discuss a formal resolution of the matter in accordance with Section 4.d(1); or (ii) take action that addresses the matter described in the written Grievance to the reasonable satisfaction of the Employee.
3) Following a conference to discuss a formal resolution of a Grievance, the City Manager or his/her designee shall render a written decision regarding the Grievance within ten (10) Business Days.
4) Following an action taken by the City Manager or his/her designee to address the matter described in the written Grievance, the City Manager or his/her designee shall issue a memorandum that details the nature of the City Manager's or his/her designee's action.
5) A decision or action taken by the City Manager or his/her designee shall be final and satisfy the City's obligations regarding the consideration of the Grievance.

Section 5 Written Decisions and Memorandums

A written decision or memorandum issued pursuant to Section 4 shall be sent to the Employee, the Department Manager, and the Immediate Supervisor, as applicable. A copy of a written decision or memorandum issued pursuant to Section 4 shall be attached to a copy of the written Grievance and kept in the Employee's personnel file in the Administrative Services office.

Chapter X

Retirement System and Other Benefits

Section 1 Texas Municipal Retirement System

All regular employees are required as a condition of their continued employment to enroll in the Texas Municipal Retirement System. Seasonal, part-time, temporary, Fire Department employees and others exempt by State law, are not eligible to enroll in the retirement system, unless otherwise provided for herein or by State law.

a. Deposits. Each member of the retirement system shall, by payroll deduction, be required to contribute a percentage not to exceed seven percent (7%) of his monthly salary. The City shall also deposit a certain percentage for the benefit of each member employee as required by law.

b. Withdrawal of Deposits. If an employee leaves the service of the City for any reason, he may withdraw the deposits he has made plus any interest earned on such deposits.

c. Retirement Benefits and Restrictions. Benefits payable upon the death or retirement of an employee and any restrictions or limitations upon participation in the retirement system shall be in accordance with the provisions of the Texas Municipal Retirement System Act, Subtitle G of Title 8, Government Code.

Section 2 Firemen's Relief and Retirement

All employees of the regular City of Midland Fire Department shall be required as a condition of employment to participate in and make contributions to the Firemen's Relief and Retirement Fund. Contributions to and participation in the Firemen's Relief and Retirement Fund shall be in accordance with the provisions of Article 6243e, V.A.T.S.

Section 3 Federal Insurance Contributions Act

a. **Old-Age, Survivors, and Disability Insurance Tax (Social Security**)
All employees, except those who contribute to and participate in the Midland Firemen's Relief and Retirement Fund and others excluded by law, shall make contributions by payroll deductions to the Old-Age, Survivors, and Disability Insurance Tax (Social Security). All employees, upon commencement of employment with the City, must possess a Social Security Card.

b. **Medicare Tax**
All employees shall make contributions by payroll deductions to the Medicare Tax except those who are excluded by law.

Chapter XI

Safety

Section 1 General

These personnel rules are subject to modification when same are required to protect the safety or health of any employee. They are also subject to modification if same are necessary to comply with any state, federal, or local safety laws and regulations.

Section 2 Accident Review Board

The City Manager appoints the members of this Board with the Safety and Risk Manager as chairman. The primary function of the Board is to review all motor vehicle accidents and personal injuries occurring on the job. The Board shall consult with the administrative body of the City as well as Department/Division Managers, supervisory personnel, and other employees concerning the removal of hazardous conditions, disciplinary actions, and other improvements of the overall safety program. The Board shall not review any accident or personal injuries where a potential or existing claim or potential or existing lawsuit is pending against the City or a City employee.

Chapter XII

Employment at Will

Section 1 Council Appointees, Other Employees and Department Managers

a. When used in this Chapter, the following capitalized terms shall have the meanings set forth below:

"Council Appointees" shall mean City Manager, City Attorney, City Secretary, Municipal Court Presiding Judge, and Municipal Court Associate Judge.

"Department Managers" shall mean Director of Administrative Services, Director of Airports, Chief Information Officer, Chief Transformation Officer/Director, Director of Capital Improvement Projects, Director of Community Services, Director of Development Services, Director of Engineering Services, Director of Finance, Fire Chief, Director of General Services, Internal Auditor, Police Chief, Director of Solid Waste Management, and Director of Utilities, and any other department manager approved by the City Council.

"Other Employees" shall mean Deputy City Manager, Assistant City Manager, and First Assistant City Attorney.

b. All Council Appointees, Other Employees, and Department Managers shall be **EMPLOYEES AT WILL** and may be terminated at any time by the City of Midland with or without cause, subject to the City's personnel policies and procedures, and the terms and conditions of any applicable employment agreement.

c. In the event of an Involuntary Separation (as defined in this Chapter), a Council Appointee shall be entitled to receive a lump sum payment equal to six (6) months of his or her annual base salary as well as any other severance or separation compensation payment(s) set forth in his or her employment agreement. An Other Employee or a Department Manager shall be entitled to receive a lump sum payment equal to six (6) months of his or her annual base salary.

Notwithstanding any contrary provision of this Chapter, the City shall have no obligation to pay the severance sum(s) set forth herein if a Council Appointee, Other Employee or Department Manager is terminated for one of the following reasons: (i) conviction of a felony; (ii) conviction of a misdemeanor involving moral turpitude (which shall mean a misdemeanor involving dishonesty, fraud or deceit); or (iii) misconduct or violation of a City policy, rule, or regulation that by its nature has an adverse effect on the City, the confidence of the public in the integrity of the City, or the relationship of the employee and other employees (a *"Policy Violation"*). The determination of whether conduct constitutes a Policy Violation shall be in the sole discretion of the City Council for Council Appointees, the City Manager for a Deputy City Manager, an Assistant City Manager, or a Department Manager, and the City Attorney for the First Assistant City Attorney.

"Involuntary Separation" as used in this Chapter shall have the following meaning:

1) Resignation of a Department Manager or Other Employee within sixty (60) days following a reduction in salary in a greater percentage than an applicable across-the-board reduction for all City employees;

2) Termination of a Department Manager, a Deputy City Manager, or an Assistant CityManager by the City Manager;

3) Termination of the First Assistant City Attorney by the City Attorney; or

4) Termination of a Council Appointee by a vote of at least four (4) City Council members ata regular City Council meeting; or

5) Termination of a Department Manager, Other Employee or Council Appointee for a reason set forth in such employee's employment agreement with the City in accordancewith the terms and conditions of such employment agreement.

d. A Council Appointee shall enter into an employment agreement to be approved by the City Council. A Deputy City Manager shall enter into an employment agreement to be approved by theCity Manager. An Assistant City Manager shall enter into an employment agreement to be approved by the City Manager. The First Assistant City Attorney shall enter into an employment agreement to be approved by the City Attorney. A Department Manager shall enter into an employment agreement to be approved by the City Manager. In the event that any conflict exists between a provision of this Chapter and a provision of any such employment agreement, then theprovision of the employment agreement shall apply and take precedence over the conflicting provision contained in this Chapter.

e. A City employee deemed to be an exempt employee under the Fair Labor Standards Act shall only be suspended for period of at least one (1) week; provided, however, that a suspension of anexempt employee in good faith for an infraction(s) of a safety rule(s) of major significance may befor a period of less than one (1) week. This subsection shall be construed, interpreted, and administered in accordance with the Fair Labor Standards Act, as amended.

Section 2 Applicability

These rules, policies and procedures shall apply to and govern all employees of the City of Midland, expect when these rules affecting firefighters and police officers are inconsistent with State legislation. Words usedin the singular shall be construed to read in the plural and words used in the masculine gender shall be construed to read in the feminine. Failure to comply with these policies may result in disciplinary action being taken against an employee. Nothing in these rules, policies and procedures, except Chapter XII, should be construed as an employment agreement, guarantee of or contract for continued benefits from oremployment by the City of Midland. Severance as defined in these rules and policies shall mean salary and all other compensation and benefits. Severance shall be paid in a lump sum upon involuntary separation. The Mayor shall have the authority to execute and approve amendments and modifications to employment agreements entered into under Chapter XII. The standard for compliance by the City with these personnel policies, rules or procedures shall be substantial compliance. A violation of or failure to follow any rule or procedure shall not form a basis for any civil or criminal action against the City or any employee or official of the City who is acting on behalf of the City except as authorized by Sections 271.151 through 271.160 of the Texas Local Government Code, as amended. The administrative remedy set out in these rules and procedures is the exclusive remedy. There shall be no appeal to or action in any court except on constitutional or statutory grounds. These personnel rules, policies and procedures shall be implemented, administered and construed to comply with applicable local, state and federal laws. That the term Other Employees or Other Employee as used in these policies shall only mean the Deputy City Manager, Assistant City Manager and First Assistant City Attorney. That Chapter XII and its related definitions, and its related essential terms and benefits are a contract for providing services as authorized by Sections 271.151 through 271.160 of the Texas Local Government Code, as amended. The testing of employees conducted in conjunction with the administration and enforcement of the City's drug and alcohol testing policy shall be conducted in accordance with the United States Constitution, the Texas Constitution, federal and state laws, and regulations and judicial precedent. Except as outlined in Chapter XII, an

employee's at-will employment status is not modified by these policies and the Midland City Council reserves the right to amend these personnel policies in accordance with applicable statutes. As used in these rules and policies, Council Appointees shall mean the City Manager, City Attorney, City Secretary, the Presiding Municipal Court Judge and the Associate Municipal Court Judge. It is not required that employee sign these rules, policies and procedures, or any other document, in order to be bound by said rules, policies and procedures. Each employee shall be bound by these rules, policies and procedures by accepting employment with the City of Midland and performance of his or her job duties.

Job Description

Title: Chief Transformation Officer/Department Director
Department: Performance and Transformation
FLSA Status: Exempt
Salary Range: 43

Scope of Work/Function Summary

The Chief Transformation Officer will play a pivotal role in leading and overseeing transformational initiatives for the City of Midland, Texas, a dynamic and rapidly growing municipality. This strategic leadership position requires a visionary executive with a deep understanding of modern governance practices and the ability to drive innovation, efficiency, and sustainability within the city administration. The Transformation Officer will work closely with city leadership, departments, and stakeholders to shape the future of Midland by leveraging technology and data-driven solutions to enhance quality of life and optimize city operations.

Key Responsibilities

- Transformation Strategy: Develop and implement a comprehensive transformation strategy for the city, aligning with its long-term goals and priorities.
- Technology Integration: Identify opportunities to leverage technology and data analytics to enhance city services, streamline operations, and improve decision-making.
- Innovation Leadership: Foster a culture of innovation within the city administration by promoting creative thinking, piloting new technologies, and exploring emerging trends in urban development.
- Cross-Functional Collaboration: Collaborate with city departments, elected officials, and external partners to ensure that transformation initiatives are integrated into all aspects of city governance.
- Performance Measurement: Establish key performance indicators (KPIs) and metrics to assess the impact of transformational efforts and report progress to city leadership.
- Change Management: Lead change management efforts, working with city employees to ensure a smooth transition and adoption of new technologies and processes.
- Resource Allocation: Manage budget and resource allocation for transformation projects, seeking external funding opportunities where applicable.

- Stakeholder Engagement: Engage with the community and solicit feedback to ensure that transformation initiatives meet the needs and expectations of residents and businesses.

Required Qualifications

Knowledge, Abilities, and Skills

- Technology Proficiency: Proficiency in utilizing technology tools and software relevant to municipal operations and transformation efforts.
- Data Analysis: Ability to analyze and interpret data to make informed decisions and drive improvements.
- Team Building: Skill in assembling and leading cross-functional teams to collaborate effectively.
- Negotiation: Strong negotiation skills for securing resources, partnerships, and cooperation.
- Time Management: Effective time management and prioritization skills to handle multiple tasks and projects concurrently.
- Risk Management: Ability to identify and mitigate risks associated with transformation initiatives.
- Public Speaking: Strong public speaking and presentation skills to engage with the community and key stakeholders.
- Budget Management: Skill in managing budgets and financial resources for transformation projects.
- Emotional Intelligence: Ability to understand and navigate complex interpersonal dynamics within the organization and with external partners.

In addition to these knowledge, abilities, and skills, the Chief Transformation Officer should also possess a strong commitment to the community's well-being and a passion for creating positive change and innovation within the municipality. This role plays a vital part in shaping the future of the city, and as such, requires a dedicated and visionary leader.

Minimum Education, Experience, and Certification:

- Bachelor's degree in Public Administration, Business, Technology, or a related field. Master's degree in Business Administration preferred.
- Lean Six Sigma training and certification preferred.
- Proven experience in leading transformational initiatives within a public sector environment.
- Strong knowledge of modern governance practices, digital transformation, and smart city concepts.
- Strong analytical, decision-making, and problem-solving skills.
- Exceptional leadership, communication, and strategic thinking skills.
- Ability to build collaborative relationships and work effectively with diverse stakeholders.
- Familiarity with budget management and resource allocation.
- Familiarity with the latest trends, technologies, and methodologies in business transformation.

- Proficiency in project management tools and software

This job description is not intended to be all-inclusive. The employee may perform other related duties as assigned to meet the organization's ongoing needs.

Job Description

Title: Capital Improvement Projects Director
Department: Capital Improvement Projects (CIP)
FLSA Status: Exempt
Salary Range: 43

Scope of Work

Directs and manages the overall functioning of the Capital Improvement Projects Department, including the coordination of advanced project planning, project development, design, and preparation of construction plans. Oversees detailed project design and consultant contract administration while serving as the principal liaison between various city departments, ensuring cohesive project alignment. Acts as the City Engineer when required, providing technical leadership and overseeing the development and implementation of city engineering plans. The role involves regular interaction with governmental officials, corporate representatives, and the public. The CIP Director will be expected to strategize and establish work plans and priorities to meet and possibly exceed the set objectives.

Essential Job Duties

- Determines overarching program objectives and requirements, setting the direction and strategy for the department.
- Oversees and supervises multiple engineering improvement projects through design and construction phases; responsible for critical studies associated with projects including drainage reports, environmental assessment mitigation reports, and traffic studies.
- Leads and coordinates meetings with consultants, contractors, and staff, ensuring seamless communication and collaboration across various stakeholders.
- Develops and manages a diverse project portfolio, ensuring projects are delivered within the stipulated time and budget.
- Initiates and maintains extensive contacts with key officials and individuals from other organizations and entities, fostering a collaborative approach to project management.
- Acts as the representative of the city in engineering matters, providing expert guidance and advice in the development and implementation of engineering plans and projects.
- Monitors contract performance, evaluates contract deliverables, and reviews billing documentation, ensuring compliance with the terms of the contract and delivering comprehensive evaluations of consultant performance.
- Negotiates contracts, fees, and budgets while developing scopes of work and setting work schedules; adept at negotiating other contractual agreements.
- Regular site visits to conduct surveys and attend off-site meetings as the senior representative of the city.

Required Competencies Include

- Exceptional oral and written communication skills.
- Demonstrated ability in persuasion and negotiation of critical issues.
- Strategic thinking and decision-making abilities that align with program objectives and goals.
- Proficient in preparing technical and statistical reports.
- Strong grounding in engineering principles, practices, and methods in job responsibilities.

- Effective planning, coordination, and multitasking abilities to manage multiple projects and meet short and long-term deadlines.

Minimum Qualifications Required

- Bachelor's Degree in Engineering, Public Administration, or related field. A Master's Degree will be considered an asset.
- Minimum of 20 years of work experience in Civil or Transportation Engineering.
- Minimum of 15 years in responsible project management roles. Related graduate-level education may be substituted for experience on a year-to-year basis.
- Extensive municipal experience preferred.
- Valid Driver License.
- Licensed Professional Engineer required.

Conditions of Employment

- May require working during weekends and holidays.
- Flexibility in work hours to accommodate for critical project timelines.
- May involve working under inclement weather conditions.
- Mandated to operate a city vehicle for official business.
- Adherence to safety requirements and proper use of personal protective equipment provided by the employer.

Physical and Environmental Conditions

- Ability to travel between various sites and buildings as part of the job role.
- Proficient in computer usage for the majority of the required work, including advanced engineering software.
- Ability to retrieve and manage files from various storage mediums and locations.

Remarks

- Salary will be commensurate with the applicant's experience, education, skill level, and other pertinent factors, aligning with the business needs and industry standards.

City Council Meeting

Item Number: **16**

Meeting Date: **October 10, 2023**

To: **City Council / City Manager**

From: **Erika Martinez, Manager, Purchasing**

Subject: RESOLUTION APPROVING THE SELECTION OF GARVER, H.W. LOCHNER, INC., MAVERICK CIVIL & SURVEY, LLC, PARKHILL, SMITH & COOPER, INC., DBA PARKHILL, TRANSYSTEMS CORPORATION DBA TRANSYSTEMS CORPORATION CONSULTANTS, AND WESTWOOD PROFESSIONAL SERVICES, INC., AS RESPECTIVE FIRST CHOICES FOR THE PERFORMANCE OF ON-CALL ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES FOR VARIOUS PROJECTS AT THE MIDLAND INTERNATIONAL AIR & SPACE PORT AND MIDLAND AIRPARK OVER THE NEXT THREE (3) YEARS; AND PROVIDING THAT ANY AGREEMENT EXCEEDING $100,000.00 SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL **(DISTRICT 4) (GENERAL SERVICES)**

Purpose:

Resolution approving the selection of six (6) firms to provide on-call engineering professional services agreements on an as needed basis.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is not required at this time.

Discussion:

Motion 072-2023 authorized the Interim City Manager or the Interim City Manager's designee to advertise a request for qualifications for statement of interest and qualifications for professional architect/engineering consulting services for various projects at Midland International Air &

Space Port and Midland Airpark. Request for qualifications were sent to one hundred (100) firms. We received eight (8) statement of qualifications. Please consider a resolution authorizing staff to select from six (6) engineering firms to provide on-call engineering services Garver LLC, H.W. Lochner, Inc., Maverick Civil Engineering, Parkhill Smith & Cooper, Inc. dba Parkhill, TranSystems Corporation dba TranSystems Corporation Consultants, and Westwood Professional Services, Inc. are recommended for selection. Please see the attached memo from Justine Ruff, Director of Airports for more information.

Tina Daug

City Manager's Office

DATE: September 25, 2023

TO: Regina Stephenson, General Services Director

FROM: Justine Ruff, Director of Airports

SUBJECT: Memo of Support Authorizing the Selection of On-Call Engineering Services at Midland International Air & Space Port and Midland Airpark for the Department of Airports.

A Request for Qualifications was approved during Council's June 27, 2023, for On-Call Architectural/Engineering firms to support projects at Midland International Air & Space Port and Midland Airpark for the next three years. On July 26th, eight proposals were received and on August 30th a Selection Committee comprised of City Staff, Airport Board members and Councilwoman Robin Poole met to score the proposals. The firms were scored based on Experience, Knowledge, Licenses and Insurance. The following six firms had the highest scores and may be selected to provide on-call professional services on any projects initiated during the next three years at Midland International Air & Space Port and Midland Airpark:

Garver, H.W. Lochner, Inc., Maverick Engineering, Parkhill, TranSystems, Inc., and Westwood Professional Services, Inc.

RESOLUTION NO. _____

RESOLUTION APPROVING THE SELECTION OF GARVER, H.W. LOCHNER, INC., MAVERICK CIVIL & SURVEY, LLC, PARKHILL, SMITH & COOPER, INC., DBA PARKHILL, TRANSYSTEMS CORPORATION DBA TRANSYSTEMS CORPORATION CONSULTANTS, AND WESTWOOD PROFESSIONAL SERVICES, INC., AS RESPECTIVE FIRST CHOICES FOR THE PERFORMANCE OF ON-CALL ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES FOR VARIOUS PROJECTS AT THE MIDLAND INTERNATIONAL AIR & SPACE PORT AND MIDLAND AIRPARK OVER THE NEXT THREE (3) YEARS; AND PROVIDING THAT ANY AGREEMENT EXCEEDING $100,000.00 SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL

WHEREAS, the City Council approved Motion 072-2023 authorizing the advertisement of a Request for Qualifications for on-call architectural and engineering consulting services ("*Professional Services*") for various projects at the Midland International Air & Space Port and Midland Airpark over the next three (3) years; and

WHEREAS, Motion 072-2023 also authorized the City Manager to negotiate professional services agreements with the most qualified providers of the Professional Services; and

WHEREAS, the Request for Qualifications was advertized to over 100 professional architecture and engineering firms, and eight (8) firms responded with statements of qualification; and

WHEREAS, after careful consideration, the Department of Airports is recommending Garver, H.W. Lochner, Inc., Maverick Civil & Survey, LLC, Parkhill, Smith & Cooper, Inc., DBA Parkhill, TranSystems Corporation DBA TranSystems Corporation Consultants, and Westwood Professional Services, Inc., as respective first choices for the performance of the Professional Services over the next three (3) years; and

WHEREAS, the City Council finds that Garver, H.W. Lochner, Inc., Maverick Civil & Survey, LLC, Parkhill, Smith & Cooper, Inc., DBA Parkhill, TranSystems Corporation DBA TranSystems Corporation Consultants, and Westwood Professional Services, Inc., are the most highly qualified providers of such professional services based on demonstrated

competence, knowledge, and qualifications; and

WHEREAS, the City Council finds it to be in the public interest to select Garver, H.W. Lochner, Inc., Maverick Civil & Survey, LLC, Parkhill, Smith & Cooper, Inc., DBA Parkhill, TranSystems Corporation DBA TranSystems Corporation Consultants, and Westwood Professional Services, Inc., as respective first choices for the performance of the Professional Services over the next three (3) years;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That Garver, H.W. Lochner, Inc., Maverick Civil & Survey, LLC, Parkhill, Smith & Cooper, Inc., DBA Parkhill, TranSystems Corporation DBA TranSystems Corporation Consultants, and Westwood Professional Services, Inc., are hereby selected as respective first choices for the performance of the Professional Services over the next three (3) years.

SECTION TWO. That in the event negotiations fail with any selected provider of the Professional Services, that other qualified firms will be contacted and negotiated with regarding the performance of the Professional Services according to applicable law, rules and regulations.

SECTION THREE. That the City Manager is hereby authorized and directed to negotiate and execute, on behalf of the City of Midland, professional services agreements with the firms listed in Section One hereof for the Professional Services; provided, however, that any agreement exceeding $100,000 shall not become effective until approved by the City Council.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Justine Ruff, Director of Airports

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

On-Call Engineering RFQ

City of Midland, Department of Airports- August 2023

Company Name	Experience	Knowledge	Licensed	Insurance	Total
Garver	8	8	10	10	36
Lochner	9	9	10	10	38
Parkhill	8	7	10	10	35
Maverick	6	6	10	10	32
TranSystems, INC.	7	7	10	10	34
VXTX, INC.	2	3	10	10	25
Westwood	8	8	10	10	36
Centerline	4	5	10	10	29

Please score each cell (0-10)

Evaluator Name (Print): group scoring

Jose Ortiz
Tina Jauz
Robin Poole
Justine Ruff
Aaron Easton
Justin Kuethe
Brandon Patterson
Ben Tidwell

City Council Meeting

Item Number: **17**

Meeting Date: **October 10, 2023**

To: **City Council / City Manager**

From: **Tina Jauz, Assistant City Manager**

Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A TAX ABATEMENT AGREEMENT WITH LS BRENTWAY LLC AS AUTHORIZED BY CHAPTER 312 OF THE TEXAS TAX CODE (THE "AGREEMENT") REGARDING LOTS 22, 23 AND 24, BLOCK 65, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (THE "PROPERTY"); SAID PROPERTY BEING LOCATED WITHIN TAX ABATEMENT REINVESTMENT ZONE NUMBER 2023-02 (THE "REINVESTMENT ZONE"); SAID REINVESTMENT ZONE BEING LOCATED ON THE WEST SIDE OF SOUTH LORAINE STREET, APPROXIMATELY 130 FEET NORTH OF WEST MISSOURI AVENUE; THE OWNER OF THE PROPERTY BEING LS BRENTWAY LLC; THE APPLICANT FOR TAX ABATEMENT BEING LS BRENTWAY LLC; THE IMPROVEMENTS INCLUDED IN THE AGREEMENT BEING GENERALLY DESCRIBED AS A SIX-STORY HOTEL WITH APPROXIMATELY 80 GUEST ROOMS AND ASSOCIATED AND APPURTENANT FACILITIES; THE ESTIMATED COST OF SAID IMPROVEMENTS BEING NOT LESS THAN $15,000,000.00; AND DIRECTING THE CITY MANAGER TO DELIVER A WRITTEN NOTICE OF THE CITY'S INTENTION TO ENTER INTO THE AGREEMENT, OR ENSURE THAT SUCH A NOTICE HAS BEEN DELIVERED, TO THE PRESIDING OFFICER OF THE GOVERNING BODY OF EACH APPROPRIATE TAXING UNIT AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION OF THE AGREEMENT **(DISTRICT 2) (CITY MANAGER)**

Purpose:

Consider a resolution authorizing the execution of a tax abatement agreement with LS Brentway LLC as authorized by Chapter 312 of the Texas Tax Code (the "Agreement") regarding Lots 22, 23 and 24, Block 65, Original Town Addition, City and County of Midland, Texas (the "Property"); said Property being located within Tax Abatement Reinvestment Zone Number 2023-02 (the "Reinvestment Zone"); said Reinvestment Zone being located on the west side of South Loraine Street, approximately 130 feet north of West Missouri Avenue; the

owner of the Property being LS Brentway LLC; the applicant for tax abatement being LS Brentway LLC; the improvements included in the Agreement being generally described as a six-story hotel with approximately 80 guest rooms and associated and appurtenant facilities; the estimated cost of said improvements being not less than $15,000,000.00; and directing the City Manager to deliver a written notice of the City's intention to enter into the Agreement, or ensure that such a notice has been delivered, to the presiding officer of the governing body of each appropriate taxing unit at least seven days prior to the execution of the Agreement.

Recommended City Council Action:

Approve

Fiscal Impact:

10 years, 100% property tax abatement

Discussion:

LS Brentway LLC is seeking a ten-year property tax abatement from the City of Midland for a planned renovation project which will result in a 34,000 square foot hotel. The proposed agreement includes a ten-year, 100% property tax abatement on the property. The project is located at 112 S. Loraine Street. At a minimum, the project would include a six-story hotel with 80 guest rooms, a boardroom, a market or pantry area, a fitness facility, a lounge are with a lobby, and an upscale restaurant and bar. The hotel will carry the Hilton Tapestry brand standards.

On April 24, 2001, the City of Midland elected to be eligible to participate in tax abatement and more recently, on November 15, 2022, established the City's guidelines and criteria for Tax Abatement Agreements in accordance with Chapter 312 of the Texas Tax Code.

In a certified letter, mailed on September 29, the City notified all other taxing entities of the proposed abatement, and date for consideration by the City Council. Included in the letter was a copy of the proposed agreement. In addition, as required, a public notice was issued 30 days prior to the council meeting date.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A TAX ABATEMENT AGREEMENT WITH LS BRENTWAY LLC AS AUTHORIZED BY CHAPTER 312 OF THE TEXAS TAX CODE (THE "AGREEMENT") REGARDING LOTS 22, 23 AND 24, BLOCK 65, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (THE "PROPERTY"); SAID PROPERTY BEING LOCATED WITHIN TAX ABATEMENT REINVESTMENT ZONE NUMBER 2023-02 (THE "REINVESTMENT ZONE"); SAID REINVESTMENT ZONE BEING LOCATED ON THE WEST SIDE OF SOUTH LORAINE STREET, APPROXIMATELY 130 FEET NORTH OF WEST MISSOURI AVENUE; THE OWNER OF THE PROPERTY BEING LS BRENTWAY LLC; THE APPLICANT FOR TAX ABATEMENT BEING LS BRENTWAY LLC; THE IMPROVEMENTS INCLUDED IN THE AGREEMENT BEING GENERALLY DESCRIBED AS A SIX-STORY HOTEL WITH APPROXIMATELY 80 GUEST ROOMS AND ASSOCIATED AND APPURTENANT FACILITIES; THE ESTIMATED COST OF SAID IMPROVEMENTS BEING NOT LESS THAN $15,000,000.00; AND DIRECTING THE CITY MANAGER TO DELIVER A WRITTEN NOTICE OF THE CITY'S INTENTION TO ENTER INTO THE AGREEMENT, OR ENSURE THAT SUCH A NOTICE HAS BEEN DELIVERED, TO THE PRESIDING OFFICER OF THE GOVERNING BODY OF EACH APPROPRIATE TAXING UNIT AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION OF THE AGREEMENT

WHEREAS, by Resolution No. 2001-129, approved by the City Council on April 24, 2001, the City elected to be eligible to participate in tax abatement; and

WHEREAS, by Resolution No. 2022-162, approved by the City Council on November 15, 2022, the City established Guidelines and Criteria governing tax abatement reinvestment zones and agreements within the City; and

WHEREAS, by Ordinance No. 10420, approved by the City Council on July 25, 2023, an area of the City was designated as Tax Abatement Reinvestment Zone Number 2023-02; and

WHEREAS, Tax Abatement Reinvestment Zone Number 2023-02 was established by the City to maintain and/or enhance the economic and employment base in the City; and

WHEREAS, LS Brentway LLC proposes to enter into a tax abatement agreement

with the City as authorized by Chapter 312 of the Texas Tax Code (the "Agreement"), said Agreement to be in a form substantially similar to Exhibit "A", which is attached hereto and incorporated herein for all purposes; and

WHEREAS, the terms of the Agreement and the property subject to the Agreement meet and satisfy the Guidelines and Criteria and the requirements of all applicable laws and ordinances; and

WHEREAS, public notice of the meeting at which this resolution is being considered has been given in accordance with all applicable laws; and

WHEREAS, all procedural requirements necessary for the approval of the Agreement have been complied with and satisfied;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the recitals stated above and the recitals stated in the Agreement are hereby adopted and approved.

SECTION TWO. That the City Manager is hereby authorized and directed to deliver a written notice of the City's intention to enter into the Agreement, or ensure that such a notice has been delivered, to the presiding officer of the governing body of each other taxing unit in which the property to be subject to the Agreement is located at least seven days prior to the execution of the Agreement. The notice shall include a copy of the Agreement.

SECTION THREE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest respectively, on behalf of the City of Midland, the Agreement at least seven days after a written notice of the City's intention to enter into the Agreement has been delivered to the presiding officer of the governing body of each other taxing unit in which the property to be subject to the Agreement is located.

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 special meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

CHAPTER 312
TAX ABATEMENT AGREEMENT

BETWEEN

CITY OF MIDLAND, TEXAS
AND
LS BRENTWAY LLC

This Chapter 312 Tax Abatement Agreement (this "Agreement") is entered into between the **City of Midland, Texas,** a Texas home rule municipality (the "City") and **LS BRENTWAY LLC**, a Texas limited liability company ("Owner"). Owner and the City may sometimes be referred to jointly herein as the "Parties," and individually as a "Party."

RECITALS

WHEREAS, in accordance with the provisions of Chapter 312 of the Texas Tax Code, the City, pursuant to Resolution No. 2001-129 approved by the City Council on April 24, 2001, elected to be eligible to participate in tax abatement, and, pursuant to Resolution No. 2022-162 approved by the City Council on November 15, 2022, and less than two years prior to the date of this Agreement, established the City's Guidelines and Criteria for Tax Abatement Agreements; and

WHEREAS, Owner will construct the Project, as defined herein, within Tax Abatement Reinvestment Zone Number 2023-02 (the "Zone"); and

WHEREAS, Owner has requested consideration of tax abatement for certain property pursuant to the Texas Tax Code and the City's Guidelines and Criteria for Tax Abatement Agreements; and

NOW, THEREFORE, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owner agree as follows:

ARTICLE 1.
Authority; Tax Abatement

1.1 This Agreement is authorized by the Texas Property Redevelopment and Tax Abatement Act, Texas Tax Code Chapter 312, by the City's Guidelines and Criteria for Tax Abatement Agreements, and by Ordinance No. 10420 of the City Council authorizing execution of this Agreement.

1.2 Subject to the terms and conditions of this Agreement, the City hereby grants Owner an abatement of ad valorem taxation that exempts the Eligible Property from ad valorem taxation as described in the attached **Exhibit A** only to the extent that the Certified Appraised Value in any year during the term hereof exceeds the appraised value of the Eligible Property on the tax roll of the Midland Central Appraisal District (the "Appraisal District") for the year in which this Agreement was executed.

1.3 During the period of tax abatement herein authorized, Owner shall be subject to all City taxation not abated, (including, but not limited to, ad valorem taxation on land) except to the extent granted abatement of same by separate agreement, procedure or law.

ARTICLE 2.
Definitions

As used in this Agreement, the following words or phrases shall have the following meanings:

2.1 **"Certified Appraised Value"** means the appraised value of the Eligible Property, as certified by the Appraisal District as of January 1 of each year in which tax abatement is granted.

2.2 **"Eligible Property"** means the property owned or leased by Owner located within the Zone for which taxes will be abated under this Agreement by the City, and being more fully described in the attached **Exhibit B**.

2.3 **"Project"** means the kind, number, and location of all proposed improvements of the Eligible Property listed in the attached **Exhibit C**.

ARTICLE 3.
Term

The period of tax abatement herein authorized shall be for a maximum of 10 years, beginning the date on which the final certificate of occupancy is issued by the City for all Eligible Property (the "**Tax Abatement Commencement Date**") and continuing until that date ten (10) years following the Tax Abatement Commencement Date (the "**Term**"), unless this Agreement is cancelled or terminated prior to the expiration of the Term. If the Tax Abatement Commencement Date is not January 1, the abatement of ad valorem taxes will be prorated during the first year and last year of the abatement.

ARTICLE 4.
Conditions

4.1 Notwithstanding any provision in this Agreement to the contrary, Owner has no obligation hereunder to construct the Project or any portion thereof on the Eligible Property. The following are, however, conditions that must be satisfied in order for Owner to receive the abatement of ad valorem taxation described herein:

4.1.1 Owner shall construct or cause to be constructed the Project on the Eligible Property and shall comply, subject to any applicable notice and cure provisions, with all material terms, conditions and covenants of that certain Development Agreement made and entered into by and between the City and Owner (the "**Development Agreement**") into which this Agreement is incorporated.

4.1.2 Owner shall provide access to and authorize inspection of the Eligible Property by City employees to ensure that the improvements or repairs associated with the Project are made according to the specifications and conditions of this Agreement.

4.1.3 During the Term, Owner shall limit the use(s) of the Eligible Property to the following: hotel, restaurant and bar uses and uses associated therewith, consistent with the general purpose of encouraging development or redevelopment of the Zone.

4.1.4 Owner shall provide to the Chief Appraiser of the Appraisal District and the City Manager of the City any and all information reasonably necessary for administration of the tax abatement granted herein. Nothing herein shall limit the ability of any party with standing to contest the valuation of Eligible Property.

4.1.5 Owner shall timely submit an application for property tax abatement exemption to the Appraisal District and the City Manager of the City each year or as requested by the Appraisal District in the form of that attached hereto as **Exhibit D** or a form substantially similar thereto.

4.2 The City and Owner each represent and warrant that none of the Eligible Property subject to tax abatement under this Agreement is owned or leased by a member of the City of Midland's City Council or a member of the City of Midland's Planning and Zoning Commission.

4.3 This Agreement shall be between Owner and the City, and Owner may not assign or transfer this Agreement, in whole or in part, to any person or entity without first receiving the City's written approval thereof, which will not be unreasonably withheld, conditioned, or delayed.

ARTICLE 5.
Default; Recapture of Tax Revenue

5.1 The following shall constitute events of default by Owner:

5.1.1 Breach of any of the terms or conditions of this Agreement.

5.2 Upon an event of default by Owner, the City shall notify Owner in writing of the specific default. Owner shall have thirty (30) days from the date of receipt of such notice in which to cure any such default. If the default cannot reasonably be cured within this thirty (30) day period, and if Owner has diligently pursued such remedies as shall be reasonably necessary to cure such default, then so long as Owner has commenced the cure within such thirty (30) day period and thereafter diligently pursues such cure, Owner shall have such additional time as is necessary in order to effect such cure.

5.3 If Owner fails to cure the default within the time provided as specified herein and has failed to commence the cure within such time period and diligently pursue such cure thereafter, then the City Council of the City, in the City Council's sole discretion, may cancel or modify this Agreement if Owner fails to comply with this Agreement.

5.4 In the event that this Agreement is cancelled in accordance with this Article 5 or terminated in accordance with Article 7.6, and Owner has failed to construct the Project on the Eligible Property as provided in this Agreement, but not otherwise, the City shall be entitled to recapture, and may recover, all or any part of the taxes abated at any time under this Agreement. In the event that this Agreement is cancelled in accordance with this Article 5, and Owner has

constructed the Project on the Eligible Property as provided in this Agreement, the City shall be entitled to recapture, and may recover, all or any part of the taxes abated during the period from and after the occurrence of the default, but not prior to the occurrence of such default. Owner shall pay to the City such previously abated taxes within 30 days of the City's written demand therefor. Any taxes not paid timely shall bear interest at the rate of 12% annually. Additionally, the City shall have the right to pursue any and all remedies allowed under Texas law.

ARTICLE 6.
Owner's Covenants, Warranties, Obligations and Duties

Owner makes the following covenants and representations to City, and agrees to timely and fully perform the following obligations and duties, subject to the terms, provisions and conditions hereof. Any false statement contained herein, failure to timely and fully perform as required in this Agreement, or failure to comply with any one covenant or representation shall constitute an event of default by Owner, subject to the cure periods set forth in Article 5 hereof:

6.1 Owner is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the Term of this Agreement.

6.2 The execution of this Agreement has been duly authorized by Owner, the individual signing this Agreement is empowered to execute such Agreement and bind the entity, and said authorization, signing and binding effect is not in contravention of the provisions of Owner's organizational documents.

6.3 Subject to Owner's right to contest by appropriate proceedings, if Owner elects to develop the Project or a portion thereof, Owner shall comply with the applicable City ordinances in connection with its construction of the Project and any Project-related infrastructure.

6.4 If Owner elects to develop the Project or portion thereof, Owner shall obtain any necessary licenses, permits or approvals for the Project, and will maintain all such necessary licenses and permits, to the extent required by law.

6.5 Owner shall timely and fully comply with all of the terms and conditions of this Agreement.

6.6 During the Term, Owner agrees not to knowingly employ any undocumented individuals in violation of 8 U.S.C. Section 1324a.

ARTICLE 7.
Miscellaneous Provisions

7.1 Complete Agreement/Amendment. This Agreement represents a complete agreement of the Parties and supersedes all prior written and oral matters related to this Agreement. This Agreement may be canceled, changed, modified or amended, in whole or in part, only by the written agreement by the City and Owner.

7.2 Representations and Warranties. The Parties represent and warrant to one another that this Agreement is within their authority, and that they are duly authorized and

empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction.

7.3 RELEASE. THE CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF OWNER PURSUANT TO THIS AGREEMENT.

7.4 Force Majeure. All obligations of Owner and City (excluding monetary obligations) shall be subject to events of "force majeure" which shall mean any contingency or cause beyond the reasonable control of a party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor.

7.5 Binding Effect. This Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

7.6 Termination. If Owner elects not to proceed with the development of the Project as contemplated by this Agreement, Owner shall notify the City in writing thereof, and this Agreement and the obligations of all Parties will be deemed terminated and of no further force or effect as of the date of such notice, except those that expressly survive the termination hereof, if any.

7.7 Notice. Any notice or other communication ("Notice") given under this Agreement must be in writing, and may be given: (i) by depositing the Notice in the United States Mail, postage paid, certified, and addressed to the Party to be notified with return receipt requested; (ii) by personal delivery of the Notice to the Party, or an agent of the Party; or (iii) by confirmed facsimile, provided that a copy of the Notice is also given in one of the manners specified in (i) or (ii). Notice deposited in the mail in the manner specified will be effective two (2) business days after deposit. Notice given in any other manner will be effective only if and when received by the Party to be notified. For the purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

If to OWNER: LS Brentway LLC
P.O. Box 60728
Midland, Texas 79711

With a copy to: Patel Anderson LLP
Attn: Pimal A. Patel
7324 Southwest Fwy, Suite 560
Houston, Texas 77074
pimal@patelanderson.com

If to CITY: City of Midland
300 N. Loraine, 3rd Floor
Midland, Texas 79701
Attn: City Manager

With a copy to: City of Midland
Attn: City Attorney
300 N. Loraine, 3rd Floor
Midland, Texas 79701

All Parties may designate a different address at any time by giving Notice to the other Party.

7.8 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any Party based on draftsmanship.

7.9 Relationship of the Parties. This Agreement will not be construed as establishing a partnership or joint venture, joint enterprise, express or implied agency, or employer-employee relationship between the parties. Neither the City, nor their past, present or future officers, elected officials, employees or agents, assumes any responsibility or liability to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

7.10 Applicable Law. This Agreement is made, and will be construed and interpreted, under the laws of the State of Texas and venue will lie in Midland County, Texas. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents or representatives as a result of the approval or execution of this Agreement.

7.11 Legal Action. In the event that a Party initiates a cause of action in court, the prevailing party shall be entitled to reasonable and necessary attorney's fees and costs of court.

7.12 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected and it is also the intention of the Parties that, in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

7.13 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the paragraphs.

7.14 No Third Party Beneficiaries. This Agreement is personal to Owner and the City and not intended to nor shall it be interpreted to confer any rights, privileges or causes of action upon any third party.

7.15 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and

the same instrument. A facsimile signature will be deemed to be an original signature for all purposes.

7.16 Compliance. Owner agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent said statute applies to this Agreement. For instructions on how to comply with Texas Local Government Code Section 176.006, please go to https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

7.17 Waiver of Attorney Fees. BY EXECUTING THIS AGREEMENT, OWNER AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY REGARDING THE AWARD OF ATTORNEY FEES THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. OWNER AGREES THAT IF OWNER BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED) OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, THAT OWNER AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED.

7.20 Governmental Function. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE ENTIRETY OF THE CITY'S PERFORMANCE AND OBLIGATIONS UNDER THIS AGREEMENT ARE GOVERNMENTAL FUNCTIONS. BY ENTERING INTO THIS AGREEMENT, OWNER RELEASES THE CITY FROM ANY PRESENT OR FUTURE CLAIMS ASSERTING THE CITY'S PERFORMANCE AND OBLIGATIONS UNDER THIS AGREEMENT ARE NOT GOVERNMENTAL FUNCTIONS. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS IN THE PUBLIC INTEREST AND SERVES A PUBLIC PURPOSE OF THE STATE OF TEXAS AND THE CITY OF MIDLAND IN PROMOTING THE WELFARE OF THE GENERAL PUBLIC ECONOMICALLY BY SECURING AND RETAINING BUSINESS ENTERPRISES AND AS A RESULT OF MAINTAINING A HIGHER LEVEL OF EMPLOYMENT, ECONOMIC ACTIVITY, AND STABILITY.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the _____ day of _____, 20__.

CITY:
City of Midland, Texas,

By: _____
Tommy Gonzalez
City Manager

ATTEST:

_____
Marcia Bentley-German
City Secretary

OWNER:

LS BRENTWAY LLC, a Texas limited liability company

By: _____
Printed Name:_____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

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 that he/she executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of LS Brentway LLC, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

_____
Notary Public, State of Texas

EXHIBIT A TO TAX ABATEMENT AGREEMENT

TAX YEAR	ELIGIBLE PROPERTY PERCENTAGE EXEMPTED
1st Year	100%
2nd Year	100%
3nd Year	100%
4th Year	100%
5th Year	100%
6th Year	100%
7th Year	100%
8th Year	100%
9th Year	100%
10th Year	100%

EXHIBIT B TO TAX ABATEMENT AGREEMENT
ELIGIBLE PROPERTY

The Eligible Property is the real property described as Lots 22, 23 and 24, Block 65, Original Town Addition, City and County of Midland, Texas, and the buildings and improvements located thereon that are owned or leased by Owner.

EXHIBIT C TO TAX ABATEMENT AGREEMENT
DESCRIPTION OF THE PROJECT

The Project shall consist of improvements to the Eligible Property, all to be developed and constructed by Owner, in accordance with the terms and conditions of that certain Development Agreement made and entered into by and between the City and Owner into which this Agreement is incorporated (the "Development Agreement") in order to achieve the Hotel, as that term is defined in the Development Agreement, and associated and appurtenant facilities, which shall have a total area of approximately 34,000 square feet and at a minimum shall consist of:

(i) a six-story hotel with approximately 80 guest rooms;
(ii) a boardroom;
(iii) a market or pantry area;
(iv) a fitness facility;
(v) a lounge area with a lobby; and
(vi) an upscale restaurant and bar.

The Project shall be constructed as set forth in the Development Agreement.

EXHIBIT D TO TAX ABATEMENT AGREEMENT

Texas Comptroller of Public Accounts | Form 50-116

Application for Property Tax Abatement Exemption

Appraisal District Name

Phone *(area code and number)*

Appraisal District, Address, City, State, ZIP Code

GENERAL INSTRUCTIONS: This application is for use in claiming property tax exemptions pursuant to Tax Code Section 11.28. A property owner who has established a tax abatement agreement under Tax Code Chapter 312, Property Redevelopment and Tax Abatement Act, is entitled to exemption from taxation by an incorporated city or town or other taxing unit of all or part of the value of the property as provided by the agreement.

FILING INSTRUCTIONS: This document and all supporting documentation must be filed with the appraisal district office in the county in which the property is taxable. Do not file this document with the Texas Comptroller of Public Accounts. A directory with contact information for appraisal district offices may be found on the Comptroller's website.

APPLICATION DEADLINES: The completed application and supporting documentation must be filed beginning Jan. 1 and no later than April 30 of the year for which an exemption is requested. For good cause shown, the chief appraiser may extend the deadline for filing the application by written order for a single period not to exceed 60 days.

ANNUAL APPLICATION REQUIRED: An application for this exemption must be filed each year. If information has not changed and/or agreement(s) were not modified, copies of the agreement(s) are not required to be attached.

OTHER IMPORTANT INFORMATION

Pursuant to Tax Code Sec. 11.45, the chief appraiser may request additional information. The additional information must be provided within 30 days of the request or the application is denied. For good cause shown, the chief appraiser may extend the deadline for furnishing the additional information by written order for a single period not to exceed 15 days.

State the tax year for which you are applying.

Tax Year

Did the applicant own the property that is the subject of this application on Jan. 1 of the tax year? . . . . . ☐ Yes ☐ No

SECTION 1: Property Owner/Applicant

The applicant is the following type of property owner: *(check one)*:

☐ Individual ☐ Partnership ☐ Corporation ☐ Other *(specify)*:

Name of Property Owner

Driver's License, Personal I.D. Certificate
Social Security Number or Federal Tax I.D. Number*

Physical Address, City, State, ZIP Code

Phone *(area code and number)*

Email Address**

Mailing Address of Property Owner *(if different from the physical address provided above)*:

Mailing Address, City, State, ZIP Code

The Property Tax Assistance Division at the Texas Comptroller of Public Accounts provides property tax information and resources for taxpayers, local taxing entities, appraisal districts and appraisal review boards.

For more information, visit our website:
comptroller.texas.gov/taxes/property-tax

SECTION 2: Authorized Representative

If you are an individual property owner filing this application on your own behalf, skip to section 3; all other applicants are required to complete section 2.

Please indicate the basis for your authority to represent the property owner in filing this application:

☐ Officer of the company ☐ General Partner of the company ☐ Attorney for property owner

☐ Agent for tax matters appointed under Tax Code Section 1.111 with completed and signed Form 50-162

☐ Other and explain basis: _____

Provide the following information for the individual with the legal authority to act for the property owner in this matter:

Name of Authorized Representative

Driver's License, Personal I.D. Certificate or Social Security Number*

Title of Authorized Representative

Primary Phone Number *(area code and number)*

Email Address**

Mailing Address, City, State, ZIP Code

SECTION 3: Property Description

Provide the descriptive information requested below for the property that is the subject of this application. Provide the appraisal district account number (if known) or attach a tax bill or copy of appraisal or tax office correspondence concerning this account.

Physical Address *(i.e. street address, not P.O. Box)*, City, State, ZIP Code

Appraisal district account number *(if known)* _____

Legal Description:

Was a wind-powered energy device installed or constructed:

- on a parcel of real property under an abatement agreement;
- at a location within 25 nautical miles of the boundaries of a military aviation facility located in this state; and
- on or after Sept. 1, 2017? . . . . . ☐ Yes ☐ No

If yes, was the wind-powered energy device installed or constructed as part of an expansion or repowering of an existing project? . . ☐ Yes ☐ No

SECTION 4: Taxing Units that have Agreed to Abate Taxes

For each taxing unit identified, attach copies of abatement agreements unless you previously applied for and were granted the abatement and no changes have occurred and/or the agreement(s) were not modified.

SECTION 5: Abatement(s) Questions

1. Is this a continuation of an existing abatement agreement? . . . . . ☐ Yes ☐ No

2. Are the terms and duration of each taxing unit's agreement different or identical? . . . . . ☐ Different ☐ Identical

   If different, please copy this form for each taxing unit and complete section 5 for each unit. In the area where taxing units are listed, please circle the taxing unit being summarized.

   If identical, please describe the nature of the abatement agreements for this year by completing the following:

   ☐ Lump sum exemption of $ _____

   ☐ Percentage exemption of _____ %

   ☐ Other *(Attach a statement describing the method of calculating abatement. Provide dollar value to be exempted this year.)*

3. Does the agreement abate taxes on personal property? . . . . . ☐ Yes ☐ No

4. Are you in compliance with the agreement? . . . . . ☐ Yes ☐ No

   If no, attach a statement explaining the reason for noncomplance.

SECTION 6: Additional Required Documentation

The following documents must be included with this application.

- copies of abatement agreements, unless the abatement was previously granted and no changes have occurred and/or the agreement(s) were not modified;
- a statement describing the method of calculating the abatement if it is not a lump sum or percentage exemption (provide the dollar amount to be exempted this year); and
- a statement explaining the reason for noncompliance if applicant is not in compliance with an abatement agreement.

SECTION 7: Certification and Signature

NOTICE REGARDING PENALTIES FOR MAKING OR FILING AN APPLICATION CONTAINING A FALSE STATEMENT: If you make a false statement on this form, you could be found guilty of a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.

I, _____, swear or affirm the following:
Printed Name of Property Owner or Authorized Representative

1. that each fact contained in this application is true and correct;
2. that the property described in this application meets the qualifications under Texas law for the exemption claimed; and
3. that I have read and understand the *Notice Regarding Penalties for Making or Filing an Application Containing a False Statement*.

sign here ➧ _____ _____
Signature of Property Owner or Authorized Representative | Date

* If the property owner is a company or other legal entity (not an individual), the Federal Tax I.D. Number is to be provided. Disclosure of your social security number (SSN) may be required and is authorized by law for the purpose of tax administration and identification of any individual affected by applicable law. Authority: 42 U.S.C. § 405(c)(2)(C)(i); Tax Code Section 11.43(f). Except as authorized by Tax Code Section11.48(b), a driver's license number, personal identification certificate number, or social security number provided in this application for an exemption filed with your county appraisal district is confidential and not open to public inspection under Tax Code Section 11.48(a).

** An email address of a member of the public could be confidential under Government Code Section 552.137; however, by including the email address on this form, you are affirmatively consenting to its release under the Public Information Act.

City Council Meeting

Item Number: **18**

Meeting Date: **October 10, 2023**

To: **City Council / City Manager**

From: **Tina Jauz, Assistant City Manager**

Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIDLAND AND LS BRENTWAY LLC REGARDING THE DEVELOPMENT OF CERTAIN REAL PROPERTY DESCRIBED AS LOTS 22, 23, AND 24, BLOCK 65, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS **(DISTRICT 2) (CITY MANAGER)**

Purpose:

Resolution authorizing the execution of a Development Agreement between the City of Midland and LS Brentway LLC, regarding the development of the property described as Lots 22,23, and 24, Block 65, Original Town Addition, City and County of Midland, Texas.

Recommended City Council Action:

Approve

Fiscal Impact:

Up to $25,000 annually for 10 years with appropriate documentation and approval of authorized expenses.

Discussion:

The City of Midland is seeking approval from the city council to enter into a Development Agreement with LS Brentway LLC.

The proposed agreement allows for an incentive of up to $25,000 annually for ten years of Hotel Motel funds for the purpose of promotion of tourism and the convention and hotel industry in Midland. The reimbursement amount shall not exceed the amount collected by the hotel during the year being considered. In addition, the city would agree to waive permit,

inspection, utility and tap fees.

The Developer agrees to construct, through the renovation of an existing building located at 112 South Loraine, a six-story, 34,000 square foot hotel with 80 rooms, a boardroom, a market or pantry area, a fitness facility, a lounge are with a lobby, and an upscale restaurant and bar. The hotel will carry the Hilton Tapestry brand standards. The project will include at minimum of $15,000,000 in construction costs.

Construction must start within six months of permit issuance. The project must be completed within 36 months of commencement of construction.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIDLAND AND LS BRENTWAY LLC REGARDING THE DEVELOPMENT OF CERTAIN REAL PROPERTY DESCRIBED AS LOTS 22, 23, AND 24, BLOCK 65, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS

WHEREAS, LS Brentway LLC own certain real property described as Lots 22, 23, and 24, Block 65, Original Town Addition, City and County of Midland, Texas (the "*Property*"); and

WHEREAS, the City of Midland, Texas (the "*City*"), and LS Brentway LLC ("*Owner*") desire to cause the Property to be developed as a six-story hotel (the "*Project*") with related amenities and facilities for the use and enjoyment of residents and visitors of the City and to attract business and business patrons to the City; and

WHEREAS, the City and Owner desire for the Property to be developed, operated, and maintained at high standards in order to reflect positively on the City as a whole; and

WHEREAS, the City and Owner propose that private and public funds and resources be used to develop the Property as the Project; and

WHEREAS, Texas Constitution article III, section 52-a, and Texas Local Government Code § 380.001 provide constitutional and statutory authority for the City's grant of public funds and resources to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City Council finds and determines that providing the incentives described in the Development Agreement referenced in Section Two hereof to Owner in exchange for Owner' completion of the Project will promote local economic development, stimulate business and commercial activity, and create jobs within the City; and

WHEREAS, the City Council finds and determines that the Project is in the public interest and will directly establish a public purpose for the City and the State of Texas in promoting the economic welfare of the general public by securing and retaining business

enterprises as a result of maintaining a higher level of employment, economic activity, and stability; and

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of the Development Agreement for the purposes stated herein;

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 for all purposes.

SECTION TWO. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, the Development Agreement between the City of Midland and LS Brentway LLC. The Development Agreement shall be in a form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION THREE. That the City Manager, or his designee, is hereby authorized and directed, on behalf of the City of Midland, to administer and enforce the terms of the Development Agreement.

SECTION FOUR. 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, legal instruments and documents necessary and appropriate to carry out the intent of the Development Agreement.

SECTION FIVE. That the City Comptroller is hereby authorized and directed to make payment(s) to Owner in accordance with the terms of the Development Agreement and all related agreements, amendments, legal instruments or documents necessary and appropriate to carry out the intent of the Development Agreement, from funds available in the appropriate budget account(s) in the fiscal year in which the payment is to be made upon receipt of proper invoice or statement approved by the City Manager.

SECTION SIX. That the City Manager is hereby directed to submit to the Texas Comptroller the information described by Texas Government Code § 403.0246 and any other information the Texas Comptroller considers necessary, in accordance with Texas. Local Government Code § 380.004.

SECTION SEVEN. That the City Manager is hereby directed to provide a direct link on the City's internet website to the location of the Development Agreement information published on the Texas Comptroller's internet website, in accordance with Texas Local Government Code § 380.004(c).

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO FORM ONLY:

_____

John Ohnemiller, City Attorney

DEVELOPMENT AGREEMENT

BETWEEN

CITY OF MIDLAND, TEXAS
AND
LS BRENTWAY LLC

This Development Agreement ("***Agreement***") is made and entered into by and between the City of Midland, Texas ("***CITY***"), a home rule municipal corporation, and LS BRENTWAY LLC ("***OWNER***"), a Texas limited liability company. CITY and OWNER are sometimes referred to herein individually as a "***Party***" and collectively as the "***Parties***."

WITNESSETH:

WHEREAS, CITY and OWNER desire to combine their efforts to facilitate the redevelopment of the Property (as defined herein) as the Project (as defined herein); and

WHEREAS, due to the location of the Property in downtown Midland, the Parties desire for the Property to be redeveloped, operated and maintained at hotel industry standards in order to reflect positively on the City of Midland as a whole; and

WHEREAS, the Parties propose that private and public funds and resources be used to redevelop the Property as the Project; and

WHEREAS, OWNER, subject to the terms of this Agreement, desires to redevelop the Property into a boutique hotel that includes a boardroom, market or pantry area, fitness facility, lounge area with a lobby, and an upscale restaurant and bar; and

WHEREAS, the governing body of CITY finds and determines that providing the incentives described herein to OWNER in exchange for OWNER's completion of the Project will promote local economic development, stimulate business and commercial activity and create jobs within the City of Midland; and

WHEREAS, the governing body of CITY finds and determines that the Project is in the public interest and will directly establish a public purpose for the City of Midland and the State of Texas in promoting the economic welfare of the general public by securing and retaining business enterprises as a result of maintaining a higher level of employment, economic activity, and stability; and

WHEREAS, Texas Constitution article III, section 52-a, and Texas Local Government Code § 380.001 provide constitutional and statutory authority for CITY's grant of incentives hereunder to promote local economic development and to stimulate business and commercial activity in the City of Midland; and

WHEREAS, the governing body of CITY finds and determines that this Agreement constitutes (i) a program for making a grant of public funds to promote local economic development, and (ii) CITY's expenditures hereunder will directly enhance and promote tourism and the convention and hotel industry, and will benefit, improve and promote the Convention Center (as defined herein); and

WHEREAS, in accordance with the provisions of Chapter 312 of the Texas Tax Code, CITY elected to be eligible to participate in tax abatement and established CITY's Guidelines and Criteria for Tax Abatement Agreements; and

WHEREAS, CITY levies a tax within its corporate limits upon the occupancy of any room or space furnished by any hotel or motel, and pursuant to Chapter 351 of the Texas Tax Code, and must use such tax revenue to encourage, promote, and foster tourism and the convention and hotel industry; and

WHEREAS, the Parties desire to combine their efforts for the purpose of providing an effective program to promote tourism and the convention and hotel industry; and

WHEREAS, the governing body of CITY finds that the expenditures contemplated herein are necessary to promote or develop new or expanded business enterprises within the City of Midland; and

WHEREAS, the Parties desire to enter into this Agreement in order to set forth the Parties' respective rights, obligations and undertakings with regard to the funding, development and operation of the Project;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits that will accrue to the Parties, the Parties have agreed and do hereby agree as follows:

ARTICLE I.
DEFINITIONS

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

1.1 "***Abated Taxes***" means the ad valorem property taxes on certain eligible Project property that are abated pursuant to and in accordance with the Tax Abatement Agreement.

1.2 "***Aggregate HOT Incentives Cap***" means the cap placed on the total cumulative HOT Reimbursement that OWNER may earn during the term of this Agreement, which shall be Two Million and No/100 Dollars ($2,000,000.00).

1.3 "***Annual HOT Incentives Cap***" means the cap placed on the total dollar amount of the HOT Reimbursement for each calendar year, which shall be equal to the lesser of (i) the municipal hotel occupancy tax proceeds paid by OWNER to CITY during the calendar

year for which OWNER is seeking HOT Reimbursement, and (ii) Two Hundred Thousand and No/100 Dollars ($200,000.00).

1.4 "***Authorized Expenses***" means OWNER's expenditures that, in the reasonable discretion of CITY, (i) directly relate to the enhancement and promotion of tourism and the convention and hotel industry, and (ii) qualify as an authorized use of tax revenue for advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the City of Midland or its vicinity under Texas Tax Code § 351.101(a)(3).

1.5 **"*Certificate of Completion***" is defined in Article 2.6.

1.6 "***Certificate of Occupancy***" is defined in Article 2.6.

1.7 "***Change Orders***" is defined in Article 2.3.

1.8 "***City Approvals***" means permits or approvals required under CITY ordinances or regulations in order for OWNER to develop, construct, use and operate the Project.

1.9 "***Comparable Hotel***" means the hotels listed on **Exhibit A** attached hereto and incorporated herein for all purposes. From time to time during the term of this Agreement, such hotels may be exchanged for other hotels that are most comparable to the Hotel in quality, price and market, with due consideration given to age, size, amenities, meeting space, and business mix. Any such exchange shall be made by the mutual agreement of CITY and OWNER or, if the parties are unable to reach agreement, as determined by a nationally recognized hospitality industry consultant that is mutually acceptable to CITY and OWNER.

1.10 "***Construction Commencement***" is defined in Article 2.5.

1.11 "***Construction Commencement Obligation***" is defined in Article 2.5.

1.12 "***Construction Completion Obligation***" is defined in Article 2.6.

1.13 "***Effective Date***" means October 11, 2023.

1.14 "***Financing Obligation***" is defined in Article 2.1.

1.15 "***Force Majeure Event***" is defined in Article 7.7.

1.16 "***HOT Reimbursement***" means CITY's reimbursement of OWNER's Authorized Expenses from municipal hotel occupancy tax proceeds paid by OWNER to CITY, at the rate of seven percent (7%) of the price paid for a room in the Hotel, pursuant to Chapter 351 of the Texas Tax Code, as amended. CITY's HOT Reimbursement to OWNER shall be made exclusively on a reimbursement basis.

1.17 "***Hotel***" means the hotel of a quality consistent with the Comparable Hotels to be designed, developed, constructed, operated and maintained by OWNER on the Project Land as part of the Project.

1.18 "***Project***" means the improvements to the Project Land, all to be developed and constructed by OWNER, in substantial accordance with the Project Design Documents, the Hilton Tapestry Brand Standards – North America 2500 – Design, Construction & Renovation Standards, that certain Franchise Agreement to be executed by OWNER and Hilton Worldwide Holdings Inc. (or a subsidiary or affiliate thereof), and the terms and conditions hereof, in order to achieve the Hotel and associated and appurtenant facilities, which at a minimum shall consist of: (i) a six-story hotel of a quality consistent with the Comparable Hotels with approximately eighty (80) guest rooms; (ii) a total area of approximately thirty-four thousand (34,000) square feet; (iii) a boardroom; (iv) a market or pantry area; (v) a fitness facility; (vi) a lounge area with a lobby; and (vii) an upscale restaurant and bar. The Project shall be constructed in accordance with the Project Design and Construction Documents and all other applicable terms and conditions hereof.

1.19 "***Project Design Documents***" means the site plan shown on **Exhibit B** hereto, and the conceptual design documents attached hereto as **Exhibit C**, as may be amended by Change Orders as contemplated herein.

1.20 "***Project Land***" means the real property described as Lots 22, 23 and 24, Block 65, Original Town Addition, City and County of Midland, Texas.

1.21 "***Property***" means, collectively, the Project Land and the Hotel and other improvements located thereon.

1.22 "***Tax Abatement Agreement***" is defined in Article 3.2.

ARTICLE II.
OBLIGATIONS OF OWNER

During the term of this Agreement, OWNER shall comply with the following terms and conditions.

2.1 **Financing; Pro Forma.** As an express condition precedent to CITY's obligations hereunder, including without limitation, those obligations set out in Article III hereof, OWNER shall provide CITY (i) evidence of sufficient capitalization, in a form reasonably acceptable to CITY, from one or more third-party institutional lender(s) and/or equity partner(s) for completion of the Project, and (ii) a budget and financial pro forma for the Project (the "***Financing Obligation***"). OWNER shall complete the Financing Obligation no later than sixty (60) days following the Effective Date. For the avoidance of doubt, if OWNER fails to satisfy the Financing Obligation on or before sixty (60) days following the Effective Date, then CITY, in CITY's sole discretion, may terminate this Agreement without cost or penalty to CITY, and said termination shall be effective immediately upon CITY delivering written notice thereof to OWNER.

2.2 **Design.** All drawings, plans, and specifications used in the design and construction of the Project shall substantially comply in all respects to the Project Design Documents, the Comparable Hotels listed in **Exhibit A**, the Hilton Tapestry Brand Standards – North America 2500 – Design, Construction & Renovation Standards, and that certain Franchise

Agreement to be executed by OWNER and Hilton Worldwide Holdings Inc. (or a subsidiary or affiliate thereof).

2.3 **Change orders.** CITY and OWNER acknowledge that there may exist a need for on-going adjustments and deviations from the Project Design Documents. OWNER shall utilize commercially reasonable efforts to minimize such adjustments and deviations. OWNER shall keep CITY advised in writing as to any material adjustments and deviations ("***Change Orders***"), which shall be subject to CITY's approval. For purposes hereof, a "material adjustment or deviation" shall mean a change that costs more than $250,000.00, materially reduces the quality of materials, or reduces the scope of the Project (as set forth in the definition thereof). CITY shall respond to OWNER's written submission of a Change Order within ten (10) business days from its receipt thereof. In the event CITY disapproves the applicable Change Order, CITY and OWNER shall thereafter work together, diligently and in good faith, to modify the applicable Change Order so that it is acceptable to both parties. If CITY fails to either approve or disapprove the applicable Change Order within such ten (10) business day period, then the applicable Change Order shall be deemed to have been approved by CITY.

2.4 **Permitting.** The City Approvals required for the construction and development of the Project shall be issued pursuant to the standard procedures of CITY. Such City Approvals includes, without limitation, all building permits and certificates of occupancy. CITY shall cooperate in good faith with OWNER to facilitate prompt and timely review and processing of all applications for City Approvals, including the timely processing and checking of all maps, plans, permits, building plans, construction work, subdivision plats, and other plans relating to development and construction of the Project.

2.5 **Construction Commencement.** On or before six (6) months following the completion of the Financing Obligation and issuance of the required building permits, OWNER shall utilize commercially reasonable efforts to commence construction ("***Construction Commencement***") of the Project in accordance with the Project Design Documents and OWNER's architect shall provide CITY with a written certification that construction on the Project has commenced (the "***Construction Commencement Obligation***").

2.6 **Construction Completion.** On or before thirty-six (36) months following Construction Commencement, OWNER shall complete construction of the Project in substantial accordance with the Project Design Documents. The thirty-six (36) month time period referenced in the preceding sentence is subject to extension for Force Majeure Events. OWNER's architect shall provide CITY with a written certification of such completion of construction (the "***Certificate of Completion***"). The total construction cost (excluding soft costs) of the Project shall be not less than $15,000,000.00. OWNER shall obtain a temporary certificate of occupancy for the Hotel (the "***Certificate of Occupancy***") and open the same for business to the general public on or before three (3) months following the issuance of the Certificate of Completion. OWNER's obligations under this Article are collectively the "***Construction Completion Obligation***."

2.7 **Project Covenants.** OWNER covenants to CITY the following:

(a) Subject to its right to contest by appropriate proceedings, to comply with all codes, ordinances, statutes, rules and regulations applicable to the Project, including, but not limited to, all health, safety, environmental, building and zoning codes, rules and regulations, including the Americans with Disabilities Act (42 U.S.C. §§ 12101 *et seq*.).

(b) To plan, design, develop and construct the Project, and thereafter operate and maintain or cause to be operated and maintained the Project for the term of this Agreement. OWNER acknowledges and agrees the Project will be highly visible to, and visited by, tourists, business visitors and residents of the greater Midland area. Accordingly, the Project shall at all times be maintained in accordance with the high standards of cleanliness and safety applicable to the Comparable Hotels. The Parties stipulate and agree that maintaining the Project in such a manner provides a benefit to CITY in encouraging expansion of the convention and tourism industry in Midland and in potentially attracting more businesses to the downtown Midland area.

2.8 Project Inspection; Costs. CITY and its employees and agents shall have the right, during reasonable hours, to confirm that all work performed on the Project is being completed in accordance with the terms of this Agreement. OWNER shall, within thirty (30) days after completion of the Project, provide CITY with a written statement or report, together with sufficient supporting documentation in a form reasonably acceptable to CITY, certifying the total Project costs, and upon request from CITY, supplemental documentation or evidence of such costs.

ARTICLE III.
CITY INCENTIVES

As consideration for OWNER planning, designing, developing, constructing, operating and maintaining the Project, at its sole expense, and in accordance with the terms and conditions of this Agreement, CITY agrees to the following:

3.1 HOT Reimbursement. Beginning on the Tax Abatement Commencement Date (as defined in the Tax Abatement Agreement), CITY shall pay to OWNER the HOT Reimbursement applicable to the period beginning on the Tax Abatement Commencement Date and ending ten (10) years thereafter as provided herein. On or before October 31 of each year following the Tax Abatement Commencement Date, OWNER shall submit a report, with sufficient supporting documentation as required by CITY, of its proposed expenses for which it seeks HOT Reimbursement. CITY shall have the right to request additional documentation from OWNER for the purpose of determining whether a proposed expense qualifies as an Authorized Expense. CITY shall review the reports and supporting documentation, and thereafter reasonably determine whether each proposed expense qualifies as an Authorized Expense. Thereafter, all proposed expenses in OWNER's report deemed by CITYto be Authorized Expenses, which in any one fiscal year (October 1 to September 30) shall not exceed the Annual HOT Incentives Cap, shall be reimbursed to OWNER. The yearly HOT Reimbursement shall be due within thirty (30) days following CITY's receipt of each of OWNER's annual reports and supporting

documentation. If CITY requests additional documentation for the proposed expenses, the yearly HOT Reimbursement shall be due withing thirty (30) days following CITY's receipt of the requested supplementary documentation from OWNER. All reports and supporting documentation submitted pursuant to this Article shall correspond to a specified fiscal year beginning on October 1 and ending September 30 of the next calendar year. If the Tax Abatement Commencement Date falls on a date other than October 1 or if this Agreement terminates on a day other than September 30, then the Annual HOT Incentives Cap and the amount of HOT Reimbursement payable to OWNER with respect to such first or last partial fiscal year shall be prorated accordingly. Notwithstanding the foregoing or any contrary provision contained herein, HOT Reimbursement shall be subject to the Annual HOT Incentives Cap, the Aggregate Incentives Cap, and all other applicable terms and conditions hereof.

Example 1: If OWNER (i) realizes Authorized Expenses totaling $150,000.00 in a single calendar year and (ii) pays to CITY municipal hotel occupancy tax proceeds totaling $100,000.00 for the same year, then OWNER shall be entitled to a HOT Reimbursement of $100,000.00 for said year.

Example 2: If OWNER (i) realizes Authorized Expenses totaling $250,000.00 in a single calendar year and (ii) pays to CITY municipal hotel occupancy tax proceeds totaling $300,000.00 for the same year, then OWNER shall be entitled to a HOT Reimbursement of $200,000.00 for said year.

Example 3: If OWNER (i) realizes Authorized Expenses totaling $350,000.00 in a single calendar year and (ii) pays to CITY municipal hotel occupancy tax proceeds totaling $150,000.00 for the same year, then OWNER shall be entitled to a HOT Reimbursement of $150,000.00 for said year.

3.2 **Abated Taxes.** CITY agrees to execute a tax abatement agreement with OWNER in a form attached hereto as **Exhibit D** (the "***Tax Abatement Agreement***"). CITY shall execute the Tax Abatement Agreement following satisfaction of all applicable requirements established by Chapter 312 of the Texas Tax Code and approval of the Tax Abatement Agreement by the City Council. Conditioned upon OWNER complying with all material terms, conditions and covenants of this Agreement, CITY agrees to grant OWNER an abatement of ad valorem taxation that exempts certain eligible Project property from such taxation pursuant to and in accordance with the Tax Abatement Agreement. The abatement will commence on the Tax Abatement Commencement Date (as defined in the Tax Abatement Agreement) and if the Tax Abatement Commencement Date is not January 1, the ad valorem taxes will be prorated during the first year and last year of the abatement.

3.3. **No Warranty. OWNER acknowledges and agrees that CITY has not made any representation, warranty or covenant of any kind or character, express or implied, with respect to the amount of incentives that the Project may achieve. In particular, but not by way of limitation, CITY has not made any representation, warranty or covenant, express or implied, that the Project will achieve a certain amount of incentives. OWNER covenants and agrees that CITY does not have any obligation hereunder to provide OWNER any additional economic incentive, of any kind or**

character whatsoever, if the Project fails to achieve a certain amount of incentives, and OWNER hereby expressly waives, releases, relinquishes, and forever discharges CITY and its officers, employees, and agents of each, from any and all demands, claims or causes of action, of any kind or character whatsoever, arising from or in connection with the Project not achieving or generating a certain specified value of incentives.

3.4 **Audit Rights.** OWNER shall establish and maintain a reasonable accounting system that enables CITY to readily identify records relating to or pertaining to OWNER's obligations under this Agreement, including Project costs, hotel occupancy tax proceeds and expenditures, and property tax records. CITY and its authorized representatives shall have the right to audit, examine, and make copies of such records (in whatever form they may be kept, whether written, electronic, or other) kept by or under the control of OWNER, including those kept by OWNER, its employees, agents, assigns, successors, and subcontractors. OWNER shall maintain such records during the term of this Agreement, together with such supporting or underlying documents and materials, and for a period of three (3) years following termination of this Agreement. Upon reasonable advance written notice, such records shall be made available to CITY, and its authorized representatives, for audit during normal business hours at OWNER's office or place of business, or at a time and location that is reasonably convenient for CITY. Costs of any audit conducted pursuant to the authority of this Article shall be borne by OWNER, unless otherwise agreed to in writing by CITY. The obligations contained in this Article shall survive the termination of this Agreement.

3.5 **Waiver of Certain Development Fees**. CITY agrees to waive any permitting fees, inspection fees, utility connection fees, plan examination fees, and water and sewer tap fees that would be payable by OWNER in connection with the Project, and/or any construction, maintenance, repair, alterations, renovations, improvements, remedial, casualty repair or condemnation repair work related thereto. Notwithstanding any contrary provision contained herein, OWNER shall not be entitled to a waiver of impact fees in connection with the Project.

ARTICLE IV.
EVENTS OF DEFAULT

4.1 Each of the following shall constitute an event of default under this Agreement:

(a) **Failure to Operate Hotel & Project.** OWNER's failure to design, develop, construct, operate and maintain the Hotel and the Project on the Project Land consistent with the terms and conditions of this Agreement for the term of this Agreement, and if OWNER fails to cure such failure within thirty (30) days after written notice from CITY detailing such failure, or if such failure cannot be cured within such thirty (30) day period in the exercise of all due diligence, then if OWNER fails to commence such cure within such thirty (30) day period or fails to continuously thereafter diligently prosecute the cure of such failure.

(b) **False Statements.** Any written warranty, representation, or statement made or furnished to CITY by OWNER under this Agreement or any document(s) related hereto furnished to CITY by OWNER that is materially false or misleading, either now or thereafter at the time made or furnished, and OWNER fails to cure the same within thirty (30) days after written notice from CITY detailing the violation, or if such violation cannot be cured within such thirty (30) day period in the exercise of all due diligence, then if OWNER fails to commence such cure within such thirty (30) day period or fails to continuously thereafter diligently prosecute the cure of such violation, or if OWNER obtains actual knowledge that any such warranty, representation, or statement has become materially false or misleading after the time that it was made, and OWNER fails to provide written notice to CITY of the false or misleading nature of such warranty, representation, or statement within ten (10) days after OWNER learns of its false or misleading nature.

(c) **Insolvency.** The dissolution or termination of OWNER's existence as a going business or concern, OWNER's insolvency, appointment of receiver of any part of OWNER's portion of the Project, any assignment of all or substantially all of the assets of OWNER or its affiliates for the benefit of creditors of OWNER, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against OWNER.

(d) **Development Obligations.** OWNER's failure to comply with any obligation set forth in Article II of this Agreement and OWNER fails to cure the same within thirty (30) days after written notice from CITY, unless such failure cannot be cured within such thirty (30) day period in the exercise of all due diligence, then if OWNER fails to commence such cure within such thirty (30) day period or fails to continuously thereafter diligently prosecute the cure of such failure.

(e) **Property Taxes.** OWNER's failure to pay its property taxes owed to CITY, or any other local taxing entity, and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes, and to cure such failure or post a satisfactory bond within thirty (30) days after written notice from CITY and/or the Midland Central Appraisal District.

(f) **Failure to Perform Material Covenant.** A Party's failure to perform or observe any material term, condition or covenant contained in this Agreement and such Party fails to cure the same within thirty (30) days after written notice from CITY or OWNER, as applicable, unless such failure cannot be cured within such thirty (30) day period in the exercise of all due diligence, then if CITY or OWNER, as applicable, fails to commence such cure within such thirty (30) day period or fails to continuously thereafter diligently prosecute the cure of such failure, except to the extent such failure is caused by any act or failure to act on the part of the other Party.

4.2 Notice of Default. If a default occurs, the non-defaulting Party must notify the defaulting Party in writing upon becoming aware of any event of default. Such notice shall specify the nature of the default and what action, if any, the non-defaulting Party requires or proposes with respect to curing the default.

4.3 Termination. Subject to CITY's right to unilaterally terminate this Agreement upon OWNER's failure to complete the Financing Obligation pursuant to Article 2.1, if a default occurs and continues to occur after a period of thirty (30) days following the defaulting Party's receipt of the notice prescribed in Article 4.2, or later if additional time is otherwise afforded for cure as provided herein, the non-defaulting Party may terminate this Agreement without the necessity of further notice to or demand upon the defaulting Party; provided, however, the non-defaulting Party shall not terminate this Agreement for as long as the defaulting Party proceeds in good faith and using its best efforts to remedy and correct the default, having commenced said efforts within the thirty (30) days following the notice prescribed in Article 4.2.

4.4 Cross-Default. Notwithstanding any contrary provision contained herein, a breach or default by OWNER of any material representation, warranty, covenant, term, condition, duty or obligation contained in the Tax Abatement Agreement, after passage of the applicable notice and cure periods (if any), shall, at the option of CITY, be a default under this Agreement, in which event CITY shall be entitled (but not required) to apply all rights and remedies of CITY under the terms of this Agreement by reason of a default under the Tax Abatement Agreement or hereunder. The Parties acknowledge and agree that the terms of the Tax Abatement Agreement are incorporated herein by reference for all legal purposes.

ARTICLE V.
TERM OF AGREEMENT

Upon execution by the Parties, this Agreement becomes effective on the Effective Date and shall terminate on the tenth (10th) anniversary of the Tax Abatement Commencement Date (as defined in the Tax Abatement Agreement) unless terminated earlier as provided for herein; provided, however, if CITY has not fulfilled its obligation to provide the HOT Reimbursement to OWNER for any period within such ten (10) year time period, this Agreement shall not terminate until such HOT Reimbursement has been paid.

ARTICLE VI.
USE OF PUBLIC FUNDS

The Parties acknowledge and agree that the public funds or resources expended, granted or guaranteed hereunder shall be utilized solely for purposes authorized under applicable law and the terms of this Agreement.

ARTICLE VII.
GENERAL TERMS

7.1 Entire Agreement. This Agreement embodies the complete agreement of the Parties, superseding all oral or written, previous and contemporary agreements between the Parties relating to matters in this Agreement; and except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the Parties.

7.2 **Termination.** This Agreement may be terminated unilaterally by CITY as provided for in Article 2.1, or by mutual agreement of the Parties or by any Party, as provided for in Article IV.

7.3 **Multiple Counterparts.** This Agreement may be executed in any number of counterparts, each of which may be executed by any one or more of the Parties hereto, but all of which shall constitute one instrument, and shall be binding and effective when all the Parties have executed at least one counterpart.

7.4 **Legal Relationship.** The Parties are not, and shall not be considered as, joint venturers, partners, or agents of each other. No Party shall have the power to bind nor obligate another Party, except as set forth in this Agreement. 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 Agreement is intended or shall be construed as in any way creating or establishing any partnership, joint venture, or agency between CITY and OWNER. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a community of pecuniary interest or an equal right of control that would give rise to vicarious liability.

7.5 **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.

7.6 **Consideration.** The Parties hereby agree and acknowledge that this Agreement is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties.

7.7 **Force Majeure.** In the event that CITY or OWNER shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of an act of God, strike, lockout, labor trouble, inability to procure materials, unseasonable weather affecting construction or operation, failure of power, riot, insurrection, pandemic, or war ("***Force Majeure Event***"), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equal to the period of such delay.

7.8 **No Disparity of Bargaining Position.** The Parties agree that there was no disparity of bargaining power between the Parties in the negotiation and execution of this Agreement. The Parties acknowledge and agree that they were represented by legal counsel. The Parties acknowledge and agree that they read and understood the entire Agreement prior to its execution. The Parties acknowledge and agree that there were numerous compromises and concessions made by the parties resulting in the agreed-upon terms of this Agreement.

7.9 **No Third-Party Beneficiary.** The Parties' approval of the Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person

or entity that is not a Party to this Agreement shall have any third-party beneficiary or other rights hereunder.

7.10 Successors and Assigns. CITY and OWNER each bind themselves, their successors, executors, administrators, and assigns to the other Parties to this Agreement. Except as specifically provided in this Agreement, no Party will assign, subcontract, or transfer any interest in this Agreement without the written consent of the other Parties. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Parties.

7.12 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive and mandatory venue for any claim, suit 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 shall be deemed to have occurred in Midland County, Texas.

7.13 Notices and Payments. All notices and payments to the Parties required under this Agreement shall be sent by certified U.S. mail, postage prepaid, or by private courier with proof of delivery required, addressed to such Party at its respective address shown below. All notices and payments shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Any Party hereto may change the address below and add additional parties to whom notice will be sent by sending written notice of such to the other Parties.

If to CITY:

City Manager
City of Midland
P.O. Box 1152
Midland Texas 79702

With Copy to:

City Attorney's Office
City of Midland
300 N. Loraine Street, Suite 320
Midland, Texas 79701

If to OWNER:

LS Brentway LLC
P.O. Box 600728
Midland, Texas 79711

With a Copy required to:

Patel Anderson LLP

Attn: Pimal A. Patel
7324 Southwest Fwy, Suite 560
Houston, Texas 77074
pimal@patelanderson.com

7.14 Indemnity. OWNER SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY 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 OWNER, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, OWNER'S ACTIVITIES OR OPERATIONS UNDER THIS AGREEMENT, AND OWNER SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS THAT MAY BE OBTAINED AGAINST CITY OR ANY OFFICERS, AGENTS, OR EMPLOYEES OF CITY, INCLUDING REASONABLE ATTORNEY FEES.

7.15 Remedies. No right or remedy granted herein or reserved to a Party is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder.

7.16 Waiver of Performance. The failure of any Party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights under this Agreement, will not be construed as a waiver or relinquishment by such Party of such term, covenant, condition or right with respect to further performance.

7.17 Confidentiality; Public Information Act. OWNER acknowledges that CITY is a governmental entity subject to the Texas Public Information Act, as amended. OWNER agrees that this Agreement in no way affects, modifies or limits the obligation of CITY to comply with the Texas Public Information Act or any ruling or decision of the Texas Attorney General. OWNER further agrees that CITY retains the right to exercise its sole and absolute discretion in determining its obligations under the Texas Public Information Act.

7.18 Authority. Each Party represents, warrants, and agrees that it has the full right, power and authority to execute this Agreement, and that this Agreement shall become valid and binding between the Parties upon execution.

7.19 Waiver of Attorney Fees. SUBJECT TO OWNER'S INDEMNITY OBLIGATIONS REFERENCED IN ARTICLE 7.14, THE PARTIES AGREE TO WAIVE AND DO HEREBY WAIVE ANY CLAIM EACH PARTY HAS OR MAY HAVE IN THE FUTURE AGAINST THE OTHER PARTY REGARDING THE AWARD OF ATTORNEY FEES THAT IS IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. THE PARTIES AGREE THAT IF A PARTY BRINGS OR

COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED) OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, THAT SAID PARTY AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED.

7.20 Governmental Function. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE ENTIRETY OF CITY'S PERFORMANCE AND OBLIGATIONS UNDER THIS AGREEMENT ARE GOVERNMENTAL FUNCTIONS. BY ENTERING INTO THIS AGREEMENT, OWNER RELEASES CITY FROM ANY PRESENT OR FUTURE CLAIMS ASSERTING CITY'S PERFORMANCE AND OBLIGATIONS UNDER THIS AGREEMENT ARE NOT GOVERNMENTAL FUNCTIONS. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS IN THE PUBLIC INTEREST AND SERVES A PUBLIC PURPOSE OF THE STATE OF TEXAS AND THE CITY OF MIDLAND IN PROMOTING THE WELFARE OF THE GENERAL PUBLIC ECONOMICALLY BY SECURING AND RETAINING BUSINESS ENTERPRISES AND AS A RESULT OF MAINTAINING A HIGHER LEVEL OF EMPLOYMENT, ECONOMIC ACTIVITY, AND STABILITY.

7.21 Approval. This Agreement shall not become effective until approved by a duly passed resolution of the Midland City Council.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

[Signature pages follow]

CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023, personally appeared, TOMMY GONZALEZ, City Manager of the CITY OF MIDLAND, TEXAS, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2023.

_____
Notary Public, State of Texas

LS BRENTWAY LLC

By: _____

Name: _____

Tilte: _____

STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023, personally appeared _____, _____ of LS BRENTWAY LLC, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2023.

_____
Notary Public, State of Texas

Exhibit A

Comparable Hotels List

Tapestry Collection by Hilton Hotels:

The Chifley Houston – Houston, Texas

NYLO Las Colinas Hotel – Irving, Texas

NYLO Dallas Plano Hotel – Plano, Texas

Estancia del Norte San Antonio – San Antonio, Texas

The Slate Denver – Denver, Colorado

The Rose Hotel Chicago O'Hare – Chicago, Illinois

The Peery Salt Lake City Downtown – Salt Lake City, Utah

The Sound Hotel Seattle Belltown – Seattle, Washington

Freepoint Hotel Cambridge – Cambridge, Massachusetts

The Verve Hotel Boston Natick – Natick, Massachusetts

Marriott Hotels:

Tribute Portfolio Collection

Design Hotels

IHG Hotels & Resorts:

Hotel Indigo by IHG

Voco Hotels

Hyatt Hotels:

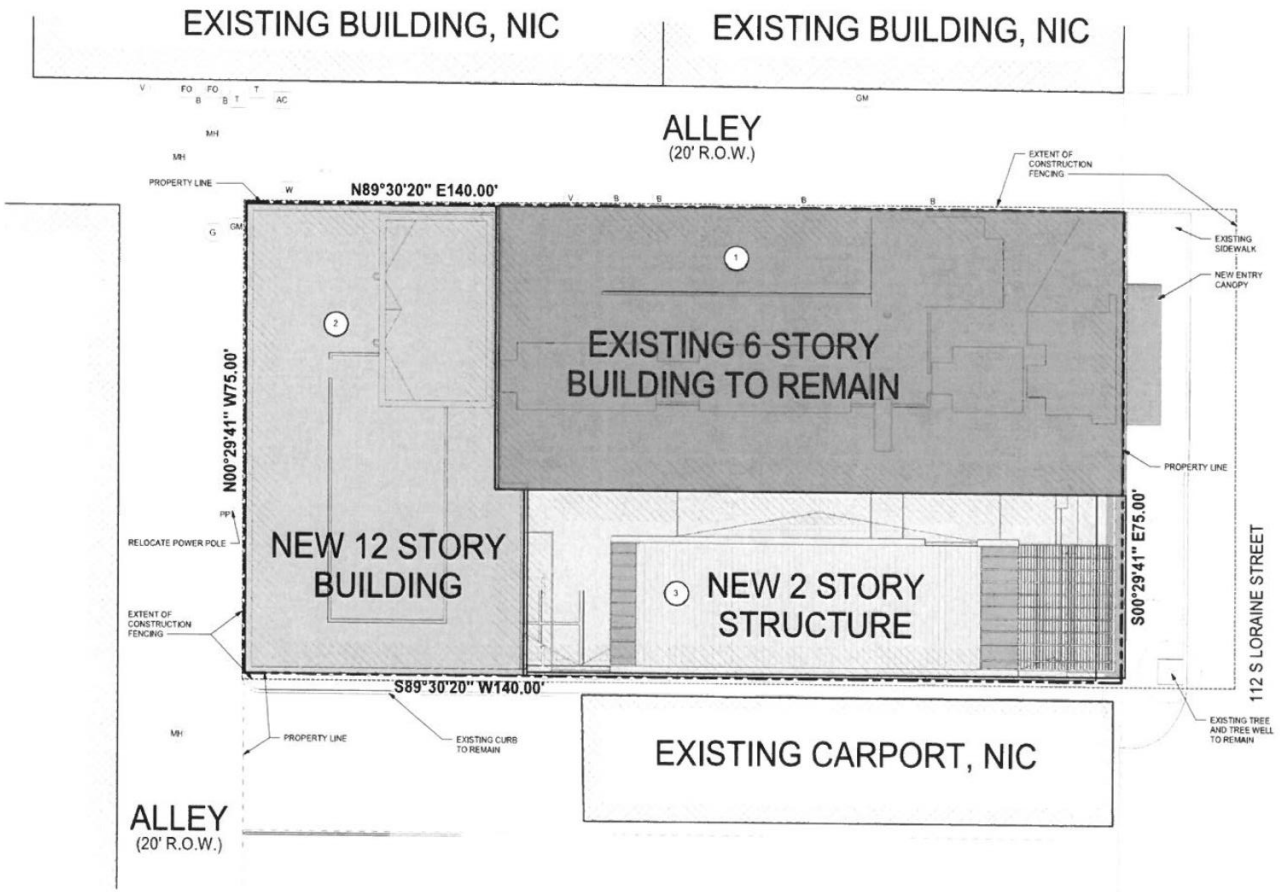
JDV by Hyatt

Exhibit B

Project Site Plan

SITE LEGEND

- MH — MAN HOLE
- LP — LIGHT POLE
- PP — POWER POLE
- B — BOLLARD
- W — WATER METER
- GM — GAS METER
- AC — AIR CONDITIONER
- T — TELECOM BOX
- FO — FIBER OPTIC BOX
- V — WATER VALVE
- G — GAS VALVE



PHASING

1. EXISTING BUILDING TO BE RENOVATED IN PHASE 1
2. NEW 12 STORY TOWER TO BE CONSTRUCTED IN PHASE 1
3. LAY DOWN AREA DURING PHASE 1
   NEW 2 STORY STRUCTURE TO BE CONSTRUCTED IN PHASE 2

TRUE NORTH

01 SITE PLAN
SCALE: 1/8" = 1'-0"

BO KA Powell

architecture | interiors | planning | grap
421 W. 3rd St, Suite 220 | Fort Worth, TX 7
Tel 817.882.9797
www.bokapowell.com

These documents are issued for pricing only and are not for regulatory approval, permitting or construction.

Arch: Donald R. Powell, Jr. Reg. No.: 7206
Arch: Chris W. Barnes Reg. No.: 18147
Arch: John E. Orfield Reg. No.: 11164
Arch: R. Andrew Bennett Reg. No.: 18129

client
JAGAN BORRA
3 SAN MARCOS
ODESSA, TX 79765
432.978.2775

mep engineer
SUMMIT CONSULTANTS
1300 SUMMIT AVENUE, SUITE 500
FORT WORTH, TX 76102
817.870.4242

structural engineer
JQ ENGINEERING
1301 W. 7TH, SUITE 141
FORT WORTH, TX 76102
817.505.4300

civil engineer
PACHECO KOCH ENGINEERS
4060 BRYANT IRVIN
FORT WORTH, TX 76109
817.412.7155

project
HILTON TAPESTRY
112 S LORAINE ST, MIDLAND, TX 79701

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original issue
SCHEMATIC DESIGN 07.23.202
revisions

title
SITE PLAN

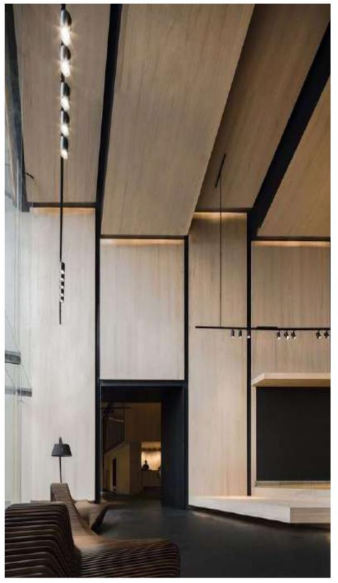
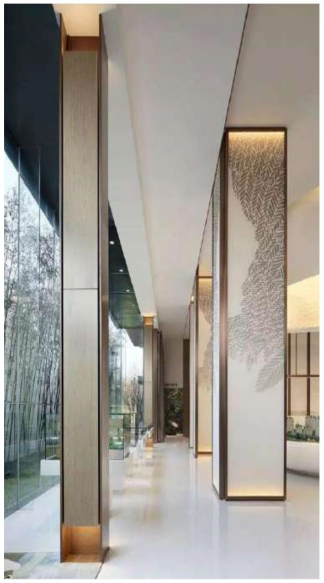
project number 19085.1(
date 07.23.202
sheet
A1.01

Exhibit C

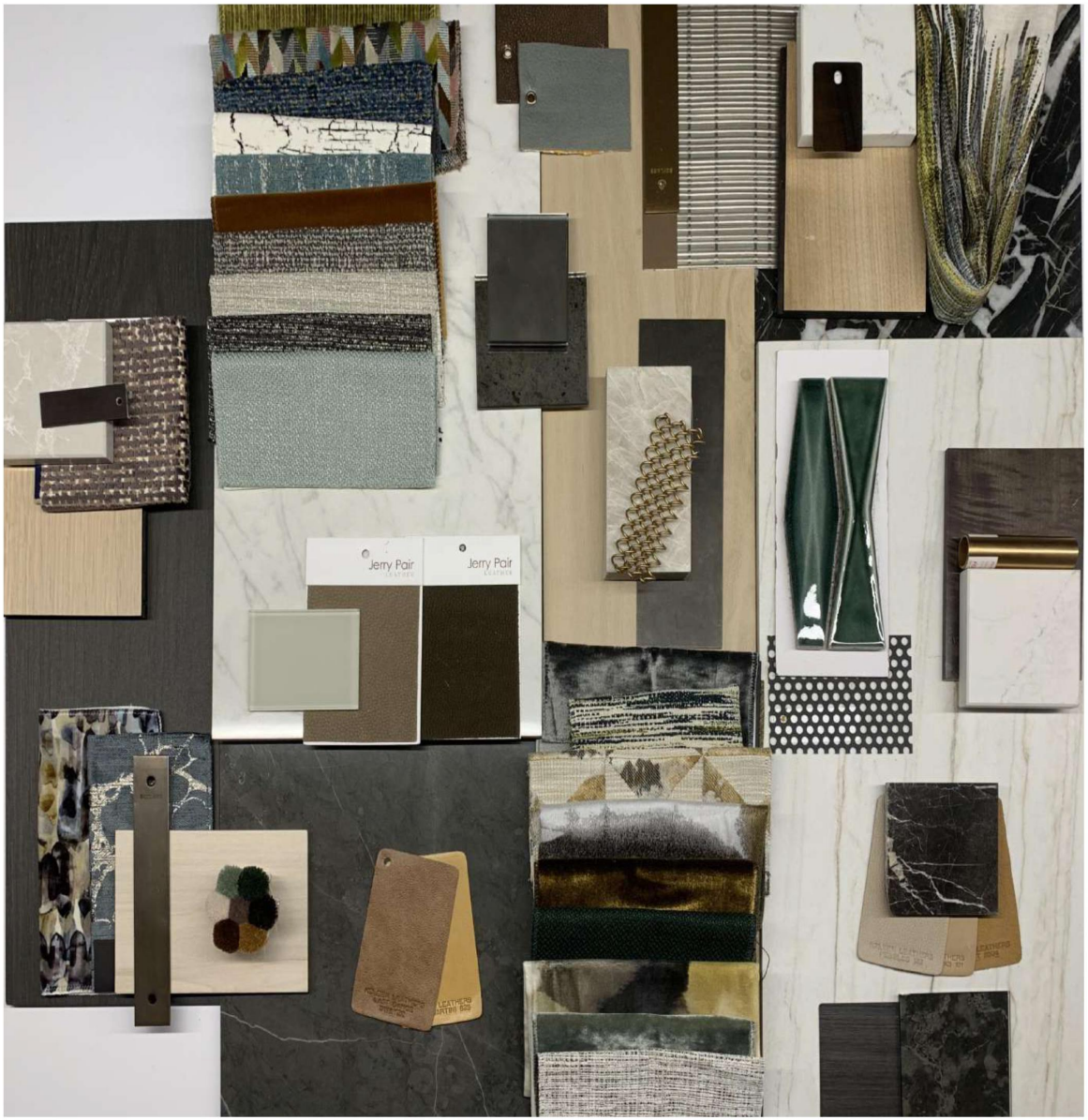
Conceptual Design Documents

THE THOMAS HOTEL

Refined **drama:** *Experience the Midland Modernist*

Public Area **Concept**

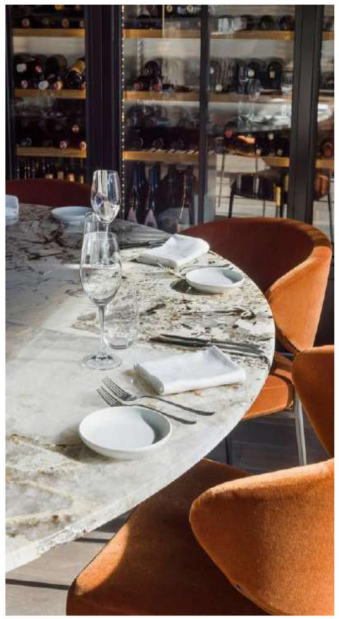


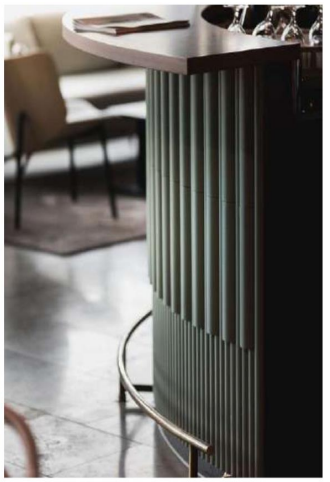
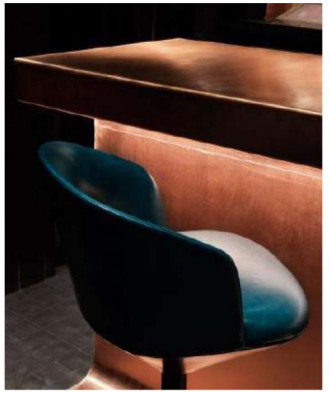
THE THOMAS HOTEL

Public Area **Canvas**

MID-WAY: A Mexican Steakhouse

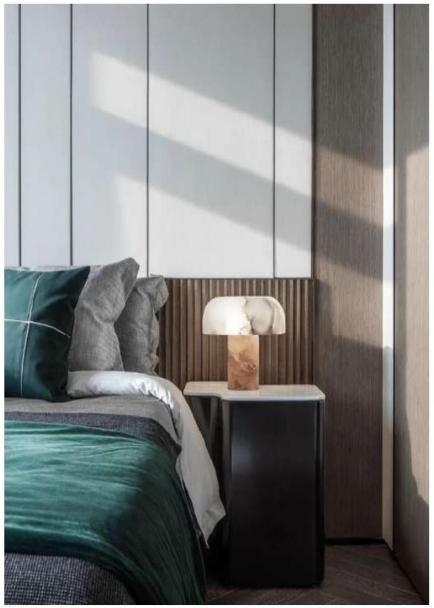
Inspired by Midland 's origin as the MID-WAY between major El Paso and Fort Worth, A MEXICAN STEAKHOUSE could be introduced as a cultural INTERSECTION and established as a new venue for entertaining the town's increasing guest populations. Food blends featuring the color rich, and eclectic SPICES in Mexican dishes with the contrasting savory meats and HEARTY flavors of southern cuisines, would symbolize this BRIDGE while also catering to the special interests of the Midland guest.

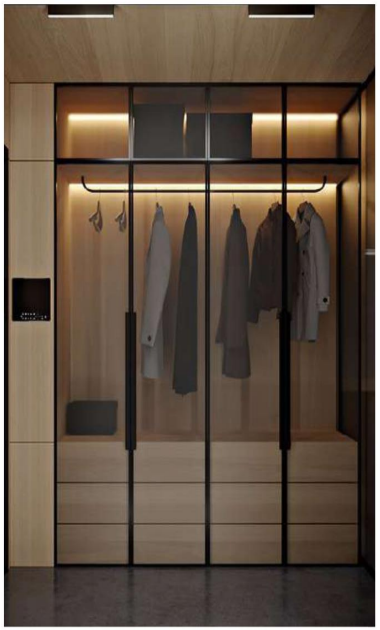


THE THOMAS HOTEL

F&B Concept

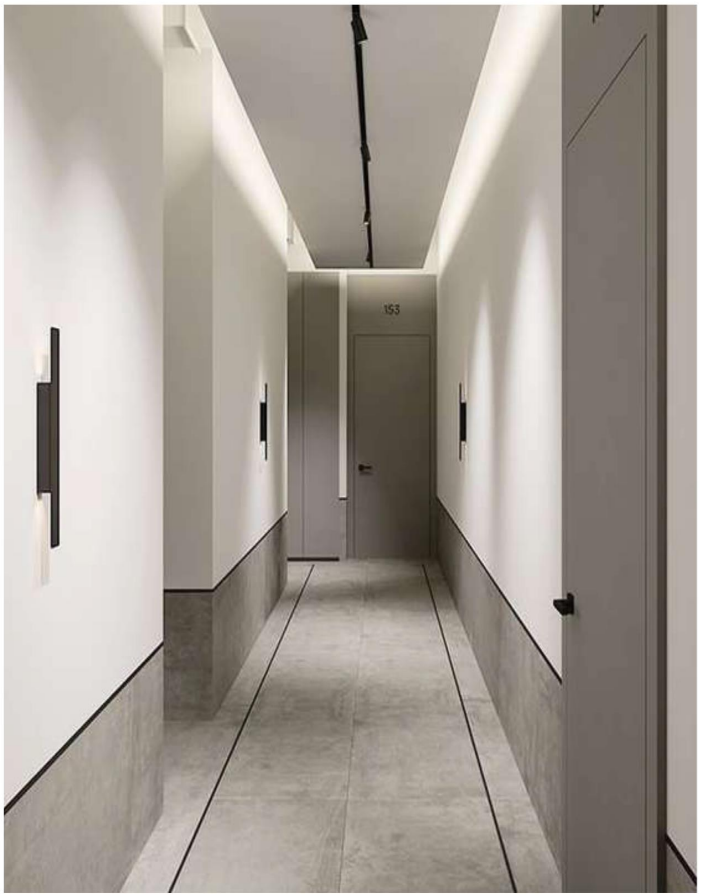




Guest **Concept**

THE THOMAS HOTEL

Guest **Canvas**



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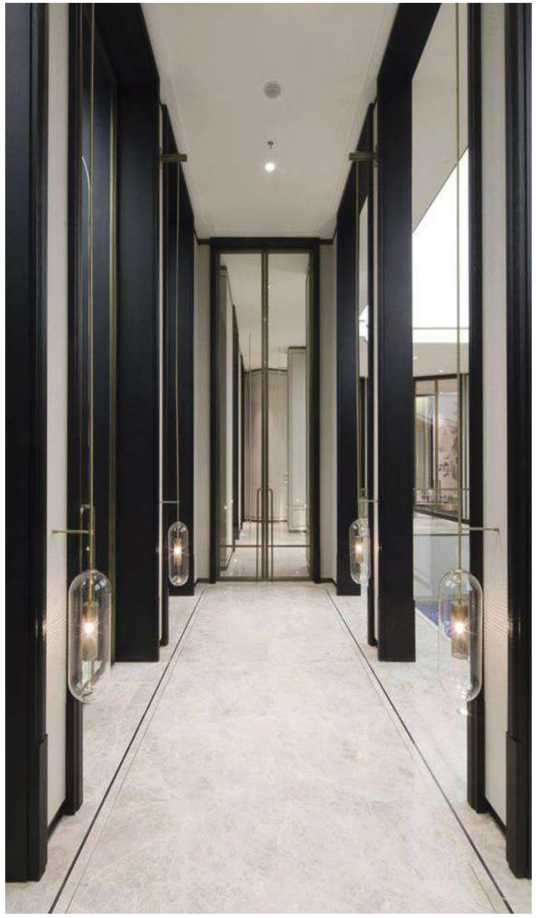

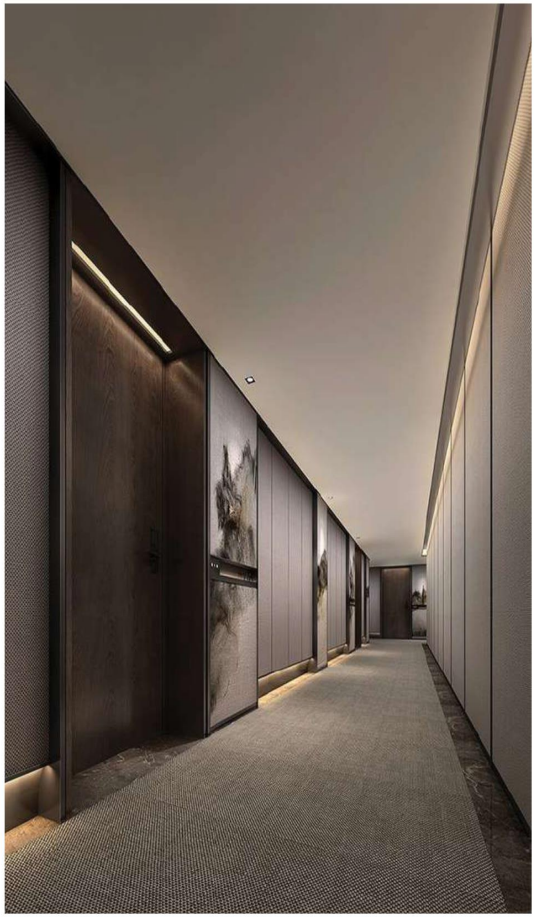

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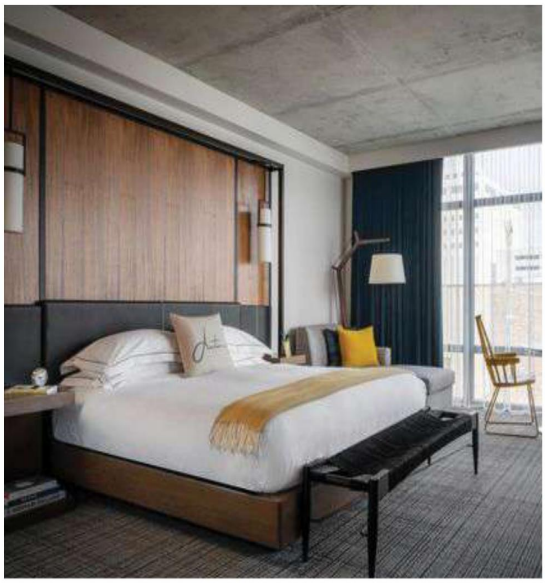
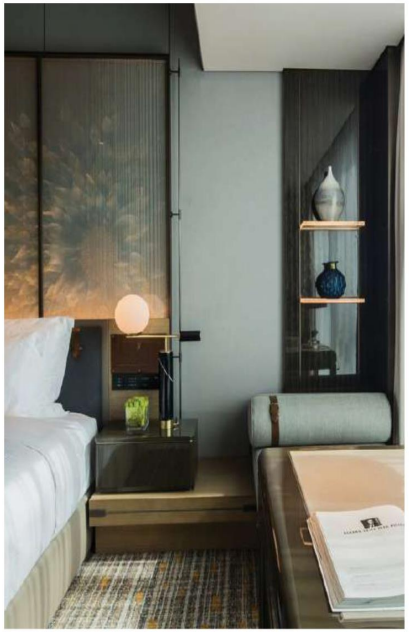
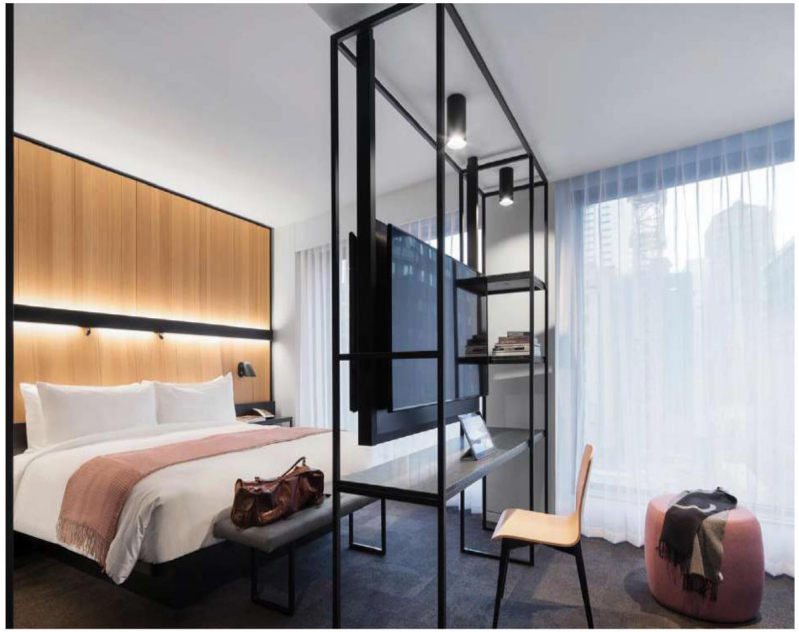
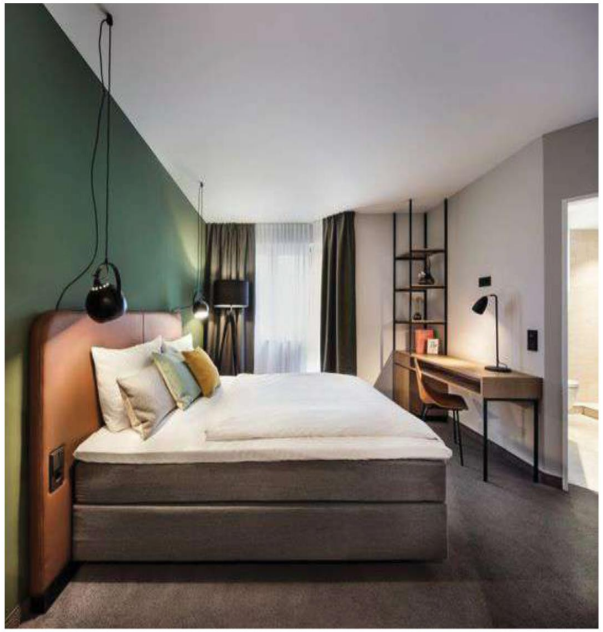
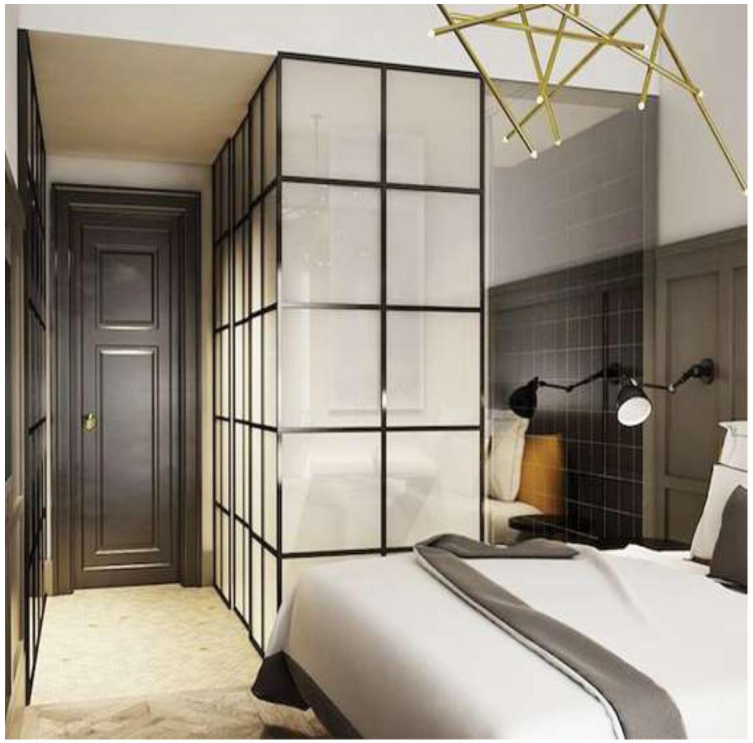
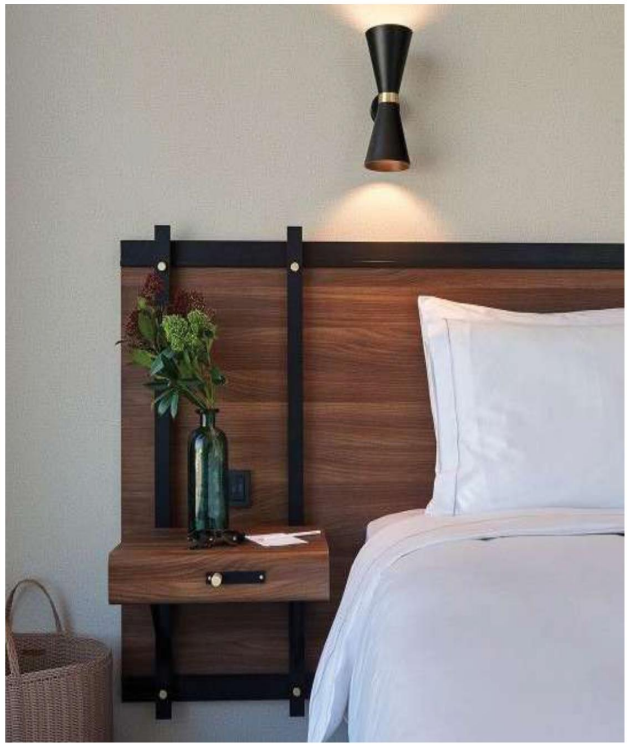


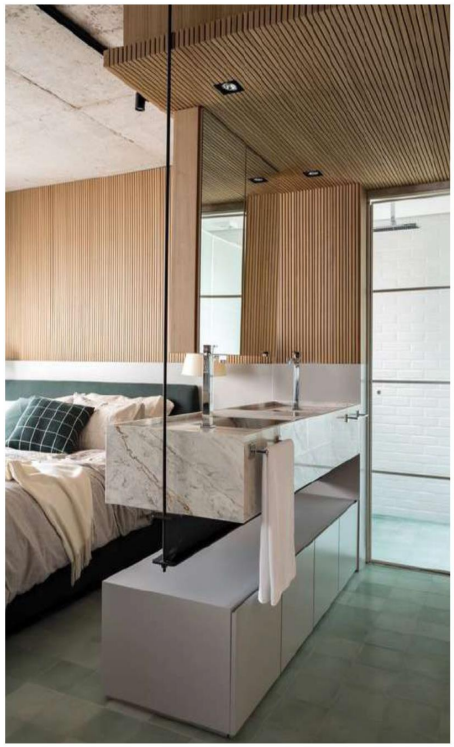
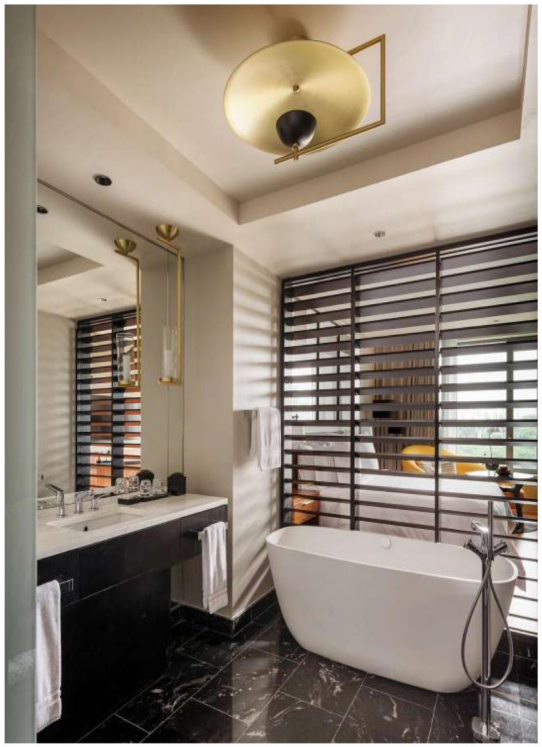
Guest Room





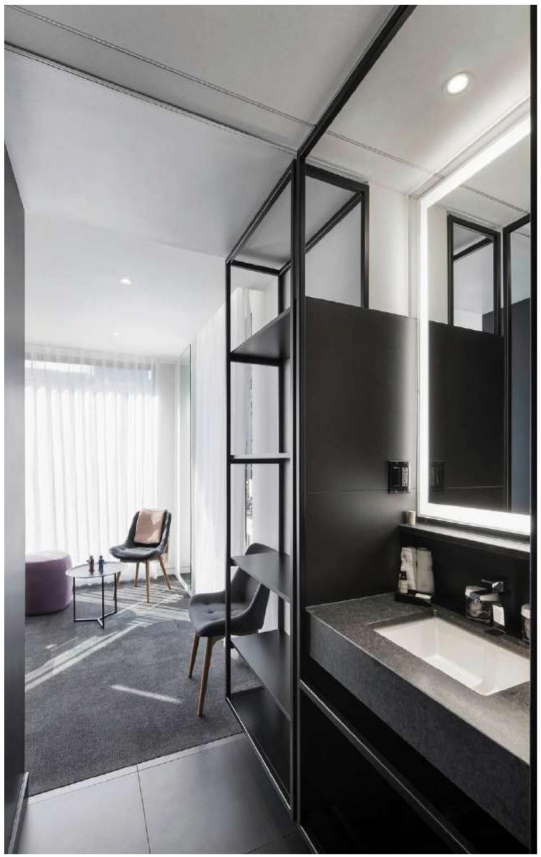
Guest Room

Guest Bath

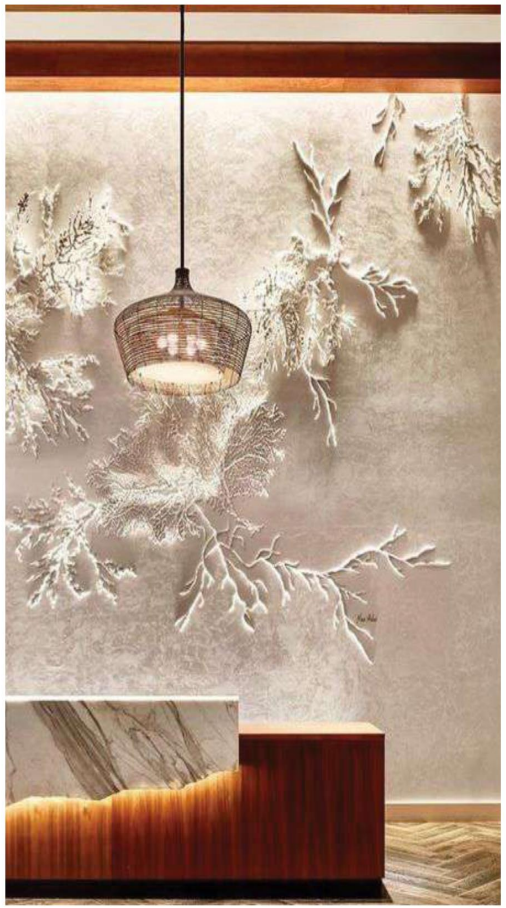
Guest
Bath

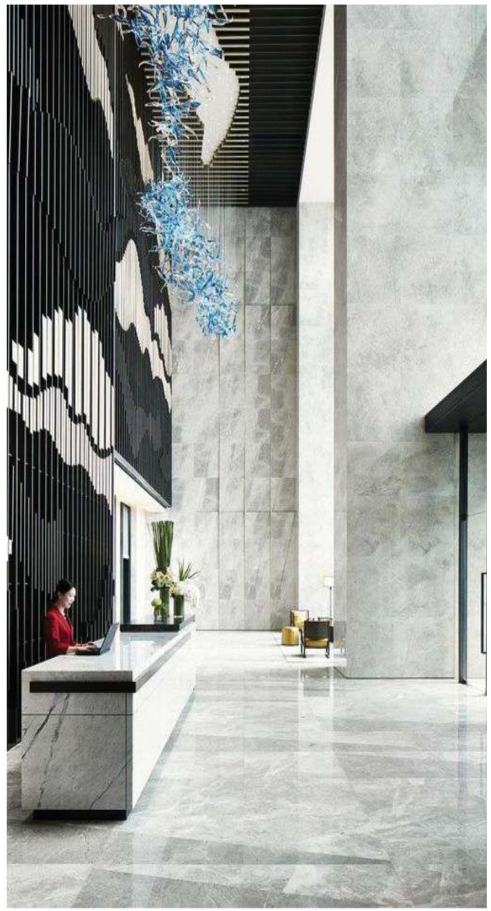
BOKA Powell



Guest Bath

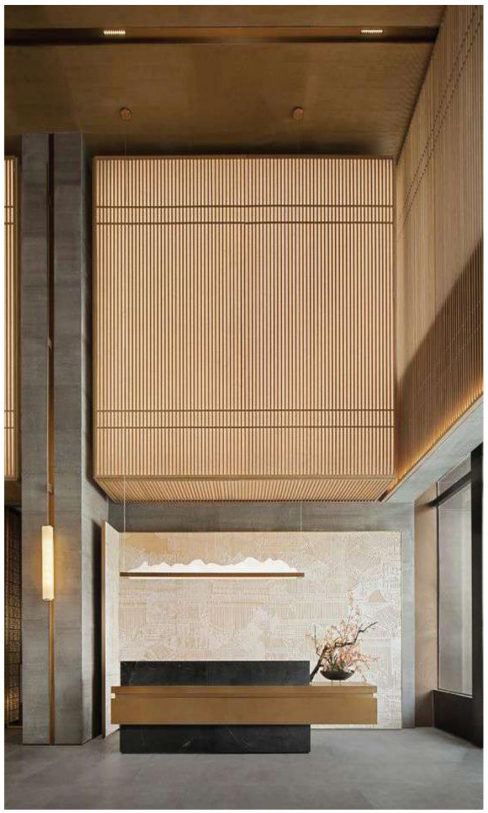
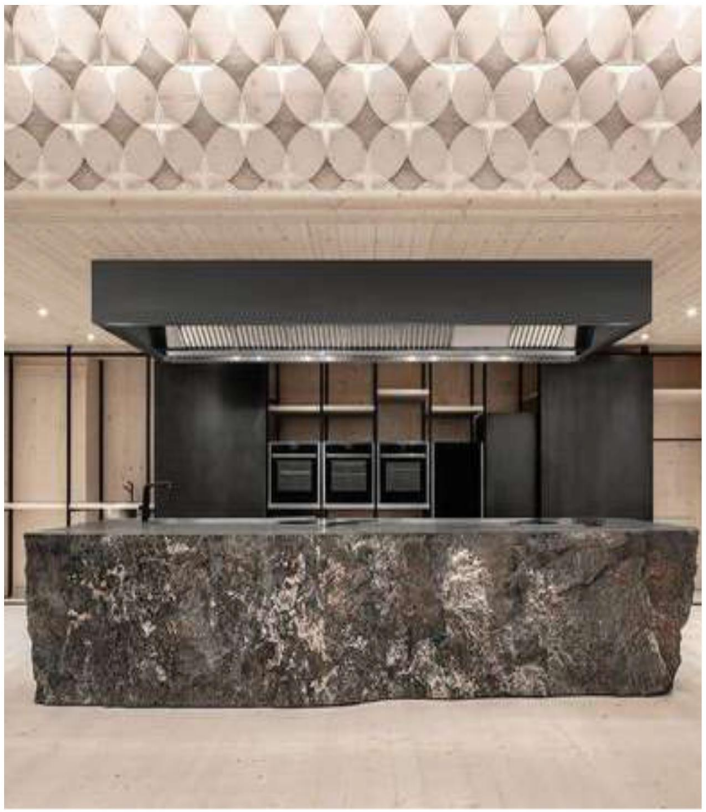
BOKA Powell

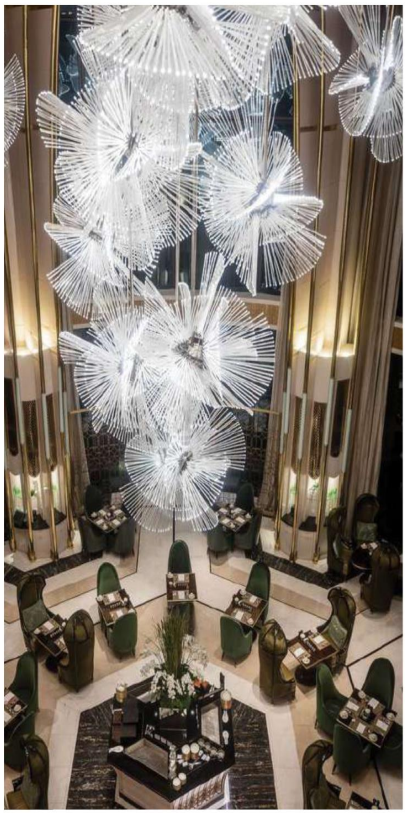




Lobby
Reception

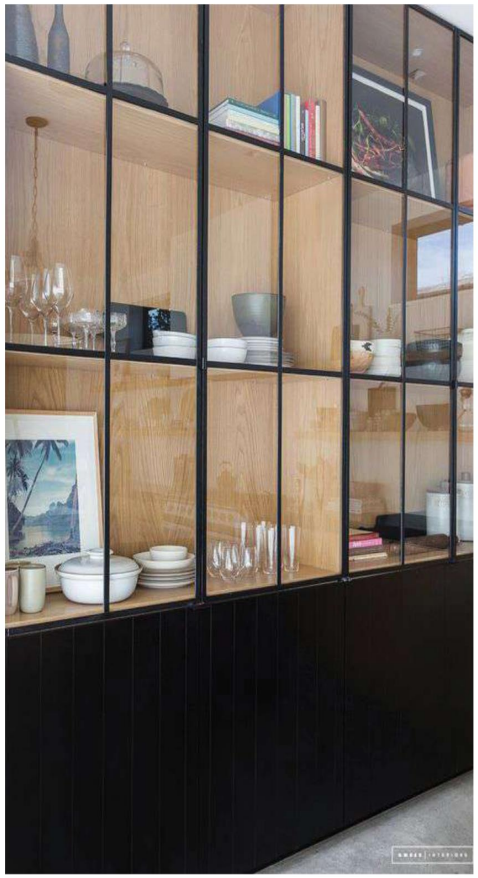
BOKA Powell

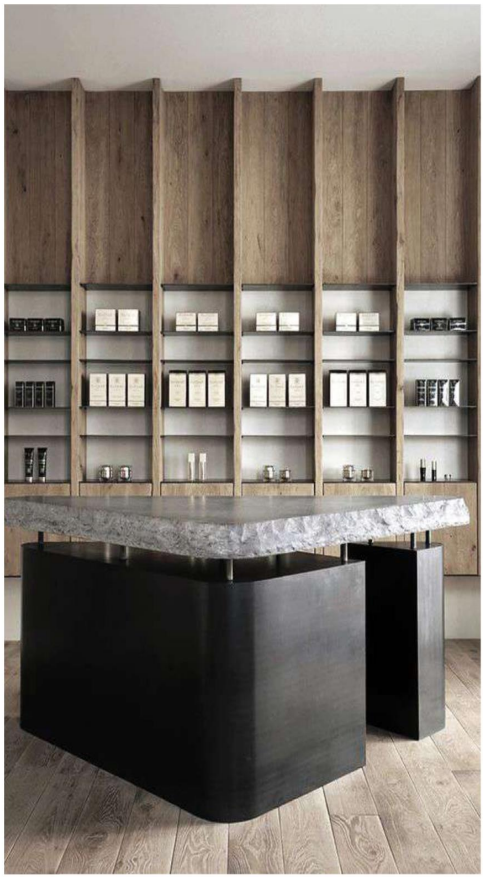



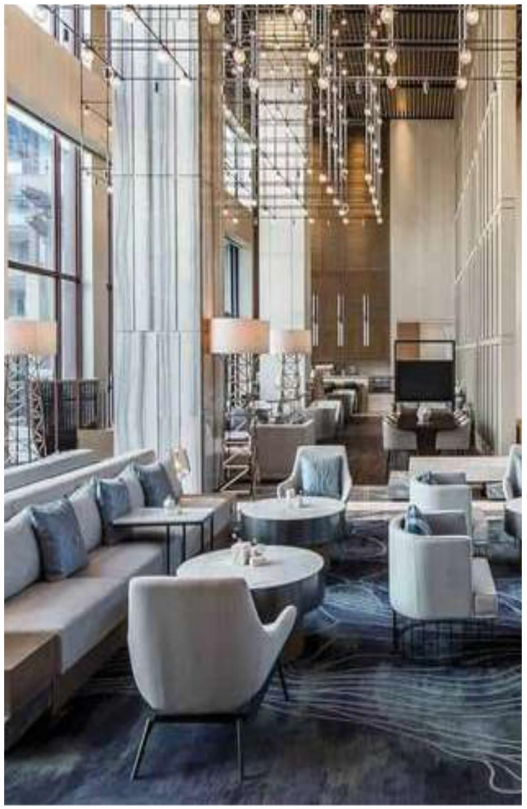
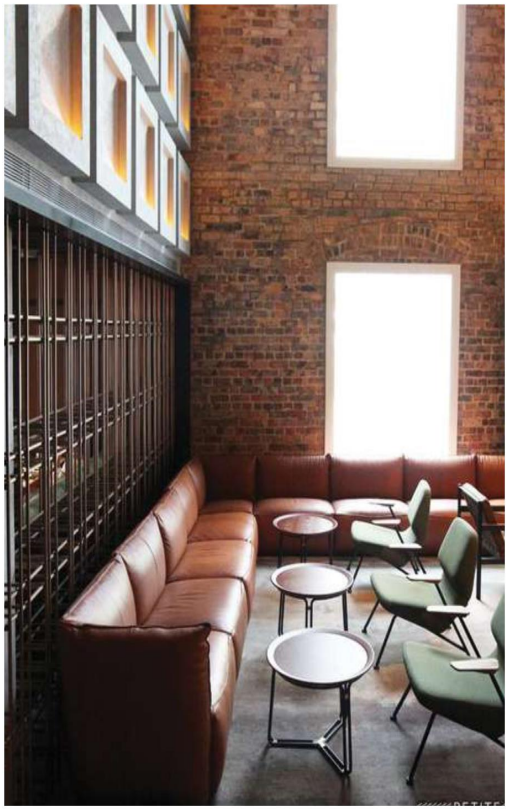


Lobby
Reception

BOKA Powell





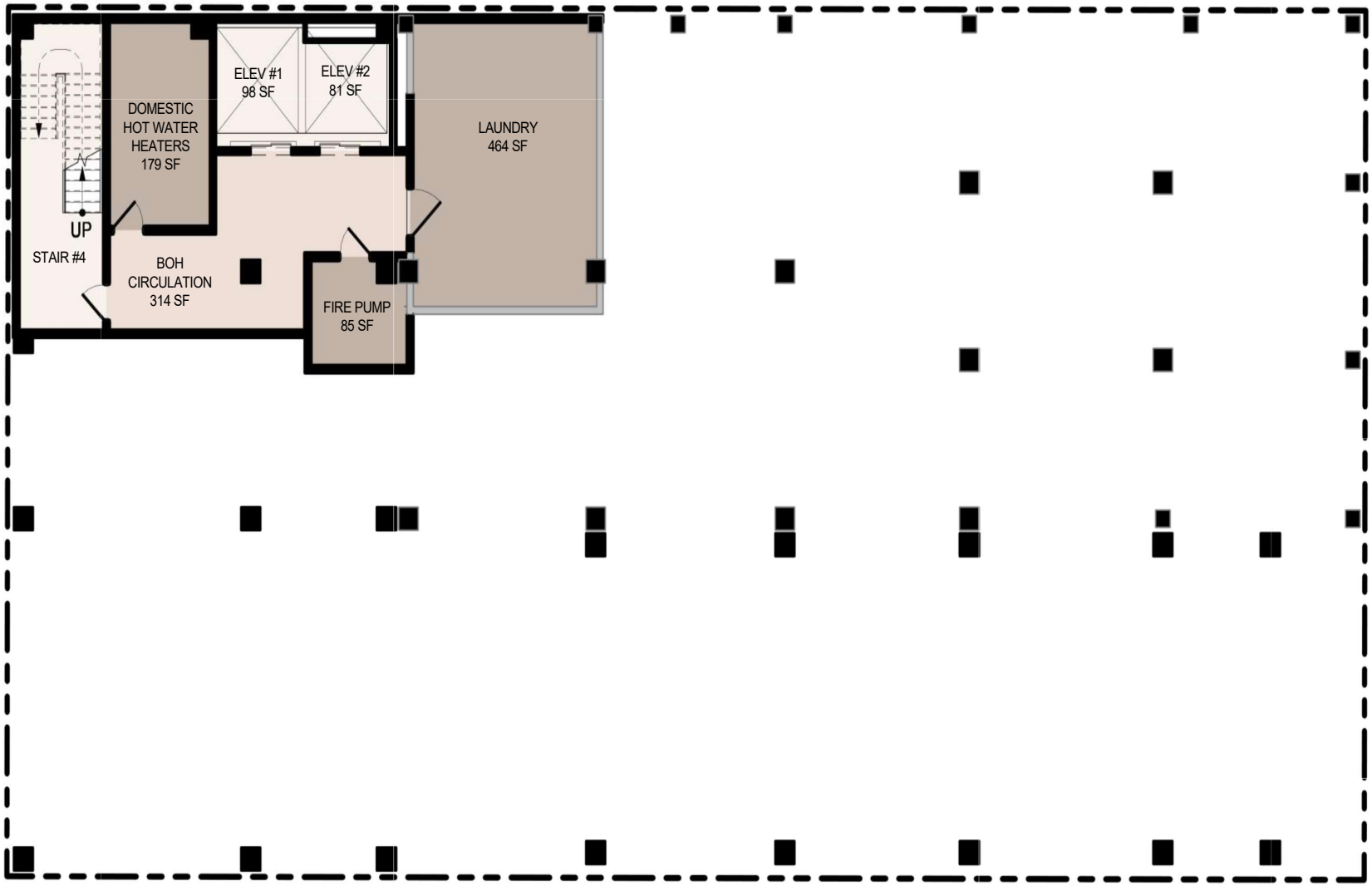



Lobby
Lounge

GQ

Lobby Lounge

BOKA Powell



THE THOMAS HOTEL

Basement **Plan**

BOKA Powell

THE THOMAS HOTEL

Level 01 **Plan**

THE THOMAS HOTEL

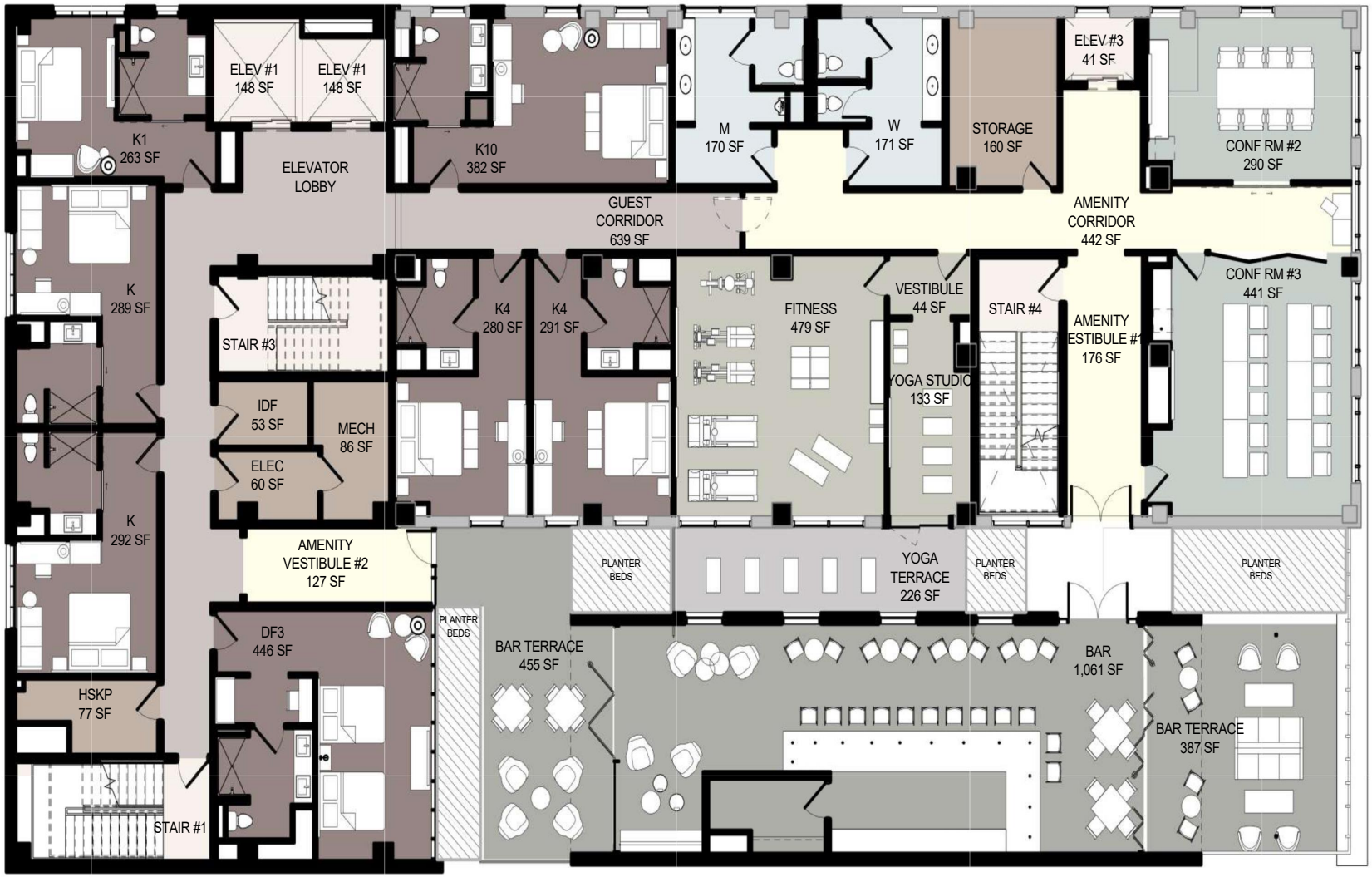
Level 01 **Perspective**

THE THOMAS HOTEL

Level 01 **Perspective**

THE THOMAS HOTEL

Level 01 **Perspective**



THE THOMAS HOTEL

Level 02 **Plan**

THE THOMAS HOTEL

Level 03 **Guest Plan**

BOKA Powell

GUESTROOM MATRIX - LEVEL 04

ROOM NUMBER	ROOM TYPE	AREA
414	DF1	377 SF
404	K	289 SF
402	K	289 SF
406	K1	268 SF
408	K2	308 SF
410	K2	310 SF
412	K3	301 SF
409	K4	292 SF
407	K4	282 SF
413	K5	269 SF
411	K5ADA	351 SF
415	K6	300 SF
417	K7c	381 SF
401	K8	298 SF
403	K9	299 SF

TOTAL GUESTROOMS: 15

GUESTROOM MATRIX - LEVEL 05

ROOM NUMBER	ROOM TYPE	AREA
514	DF1	396 SF
504	K	302 SF
502	K	302 SF
506	K1	288 SF
508	K2	327 SF
510	K2	329 SF
512	K3	320 SF
509	K4	311 SF
507	K4	295 SF
513	K5	281 SF
511	K5ADA	371 SF
515	K6	319 SF
517	K7c	399 SF
501	K8	312 SF
503	K9	314 SF

TOTAL GUESTROOMS: 15

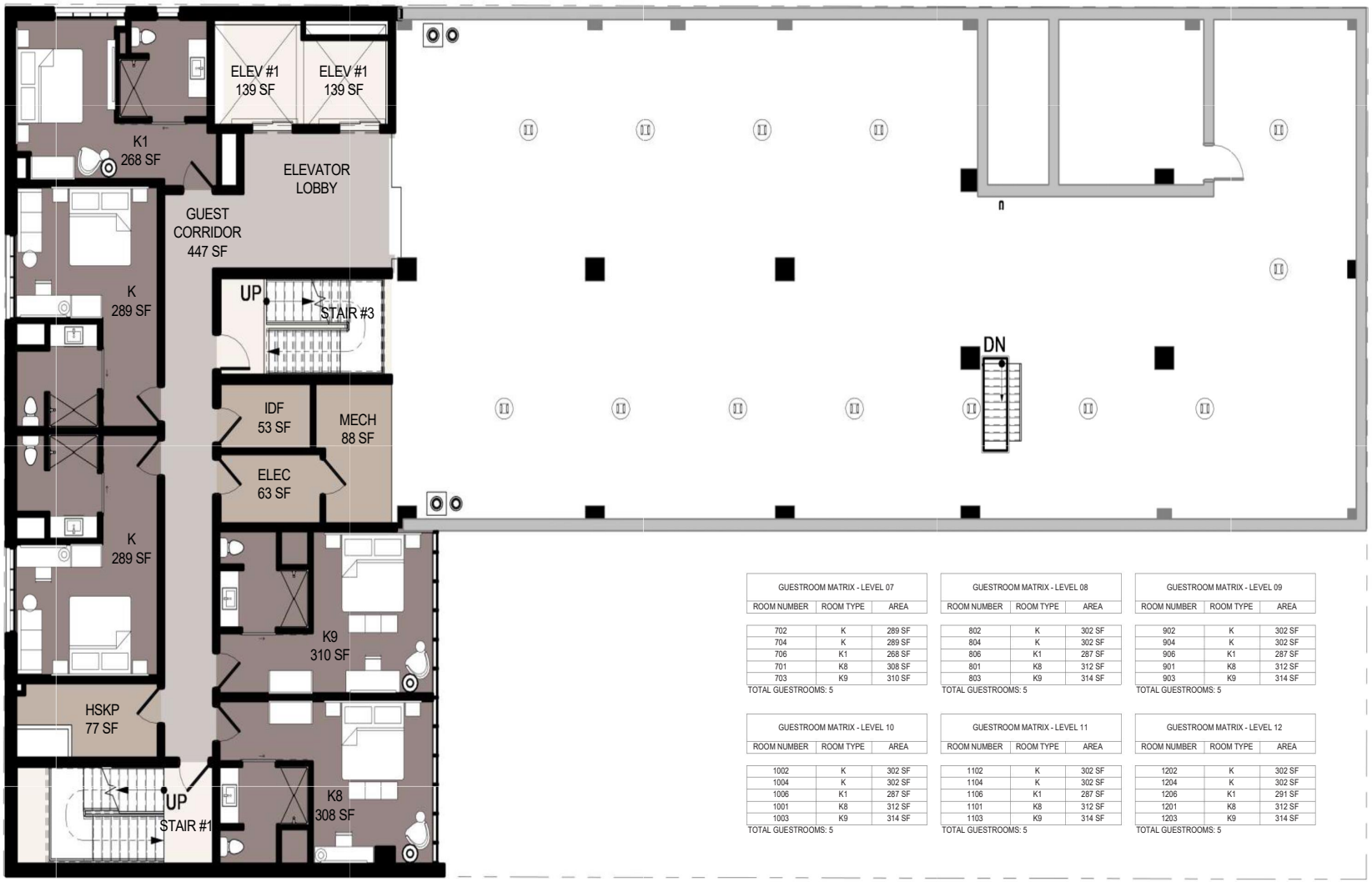
GUESTROOM MATRIX - LEVEL 06

ROOM NUMBER	ROOM TYPE	AREA
614	DF1	396 SF
604	K	302 SF
602	K	302 SF
606	K1	287 SF
608	K2	325 SF
610	K2	329 SF
612	K3	320 SF
609	K4	311 SF
607	K4	295 SF
613	K5	281 SF
611	K5ADA	371 SF
615	K6	319 SF
617	K7c	399 SF
601	K8	312 SF
603	K9	314 SF

TOTAL GUESTROOMS: 15

N

Levels 04 - 06 **Typical Guest Plan**



GUESTROOM MATRIX - LEVEL 07		
ROOM NUMBER	ROOM TYPE	AREA
702	K	289 SF
704	K	289 SF
706	K1	268 SF
701	K8	308 SF
703	K9	310 SF
TOTAL GUESTROOMS: 5		

GUESTROOM MATRIX - LEVEL 08		
ROOM NUMBER	ROOM TYPE	AREA
802	K	302 SF
804	K	302 SF
806	K1	287 SF
801	K8	312 SF
803	K9	314 SF
TOTAL GUESTROOMS: 5		

GUESTROOM MATRIX - LEVEL 09		
ROOM NUMBER	ROOM TYPE	AREA
902	K	302 SF
904	K	302 SF
906	K1	287 SF
901	K8	312 SF
903	K9	314 SF
TOTAL GUESTROOMS: 5		

GUESTROOM MATRIX - LEVEL 10		
ROOM NUMBER	ROOM TYPE	AREA
1002	K	302 SF
1004	K	302 SF
1006	K1	287 SF
1001	K8	312 SF
1003	K9	314 SF
TOTAL GUESTROOMS: 5		

GUESTROOM MATRIX - LEVEL 11		
ROOM NUMBER	ROOM TYPE	AREA
1102	K	302 SF
1104	K	302 SF
1106	K1	287 SF
1101	K8	312 SF
1103	K9	314 SF
TOTAL GUESTROOMS: 5		

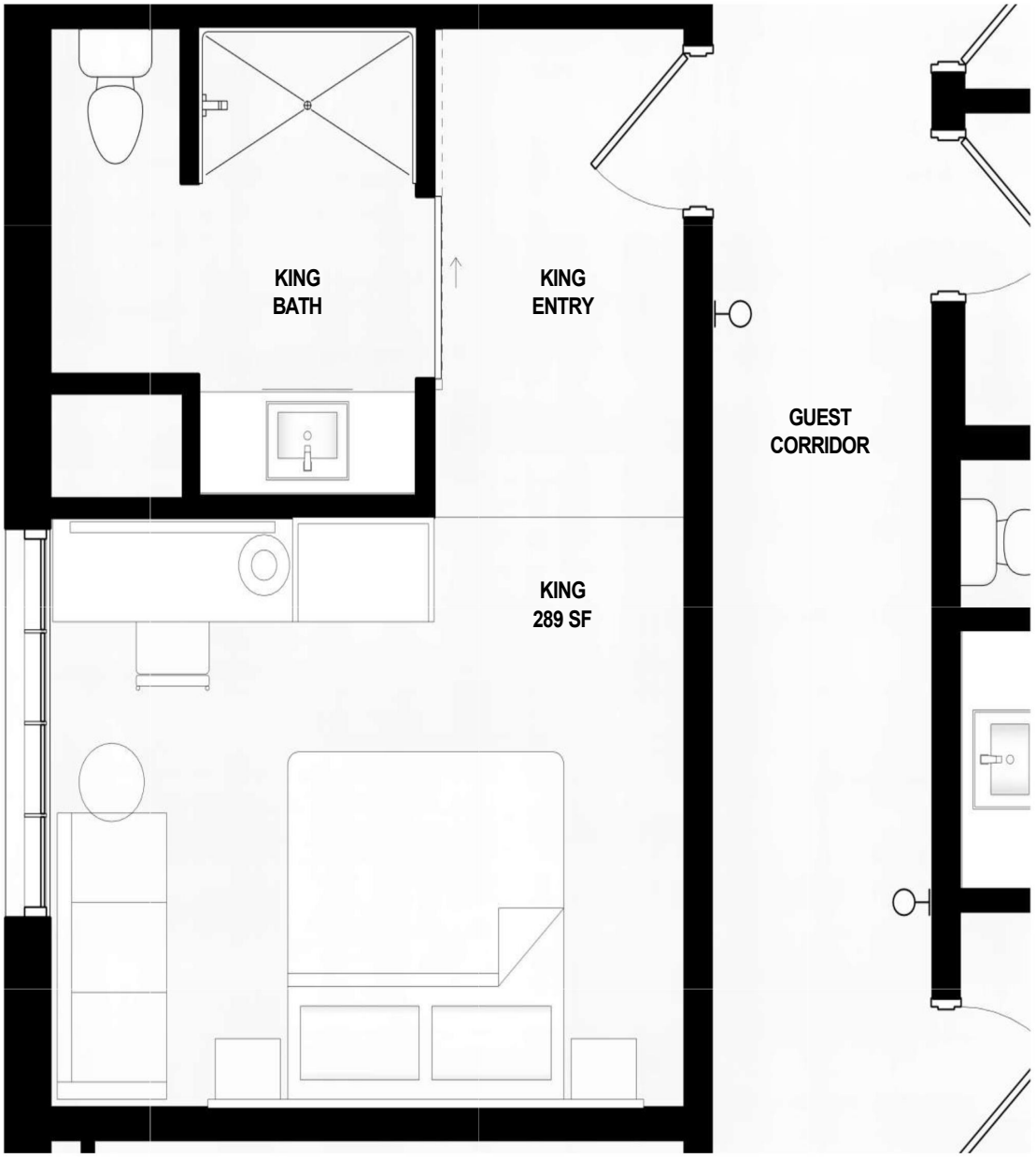
GUESTROOM MATRIX - LEVEL 12		
ROOM NUMBER	ROOM TYPE	AREA
1202	K	302 SF
1204	K	302 SF
1206	K1	291 SF
1201	K8	312 SF
1203	K9	314 SF
TOTAL GUESTROOMS: 5		

N

THE THOMAS HOTEL

Levels 07 - 12 **Typical Guest Plan**

BOKA Powell



THE THOMAS HOTEL

Typical King Guest Room **Plan**

N

Exhibit D

Tax Abatement Agreement

CHAPTER 312
TAX ABATEMENT AGREEMENT

BETWEEN

CITY OF MIDLAND, TEXAS
AND
LS BRENTWAY LLC

This Chapter 312 Tax Abatement Agreement (this "Agreement") is entered into between the **City of Midland, Texas,** a Texas home rule municipality (the "City") and **LS BRENTWAY LLC**, a Texas limited liability company ("Owner"). Owner and the City may sometimes be referred to jointly herein as the "Parties," and individually as a "Party."

RECITALS

WHEREAS, in accordance with the provisions of Chapter 312 of the Texas Tax Code, the City, pursuant to Resolution No. 2001-129 approved by the City Council on April 24, 2001, elected to be eligible to participate in tax abatement, and, pursuant to Resolution No. 2022-162 approved by the City Council on November 15, 2022, and less than two years prior to the date of this Agreement, established the City's Guidelines and Criteria for Tax Abatement Agreements; and

WHEREAS, Owner will construct the Project, as defined herein, within Tax Abatement Reinvestment Zone Number 2023-02 (the "Zone"); and

WHEREAS, Owner has requested consideration of tax abatement for certain property pursuant to the Texas Tax Code and the City's Guidelines and Criteria for Tax Abatement Agreements; and

NOW, THEREFORE, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owner agree as follows:

ARTICLE 1.
Authority; Tax Abatement

1.1 This Agreement is authorized by the Texas Property Redevelopment and Tax Abatement Act, Texas Tax Code Chapter 312, by the City's Guidelines and Criteria for Tax Abatement Agreements, and by Ordinance No. 10420 of the City Council authorizing execution of this Agreement.

1.2 Subject to the terms and conditions of this Agreement, the City hereby grants Owner an abatement of ad valorem taxation that exempts the Eligible Property from ad valorem taxation as described in the attached **Exhibit A** only to the extent that the Certified Appraised Value in any year during the term hereof exceeds the appraised value of the Eligible Property on the tax roll of the Midland Central Appraisal District (the "Appraisal District") for the year in which this Agreement was executed.

1.3 During the period of tax abatement herein authorized, Owner shall be subject to all City taxation not abated, (including, but not limited to, ad valorem taxation on land) except to the extent granted abatement of same by separate agreement, procedure or law.

ARTICLE 2.
Definitions

As used in this Agreement, the following words or phrases shall have the following meanings:

2.1 **"Certified Appraised Value"** means the appraised value of the Eligible Property, as certified by the Appraisal District as of January 1 of each year in which tax abatement is granted.

2.2 **"Eligible Property"** means the property owned or leased by Owner located within the Zone for which taxes will be abated under this Agreement by the City, and being more fully described in the attached **Exhibit B**.

2.3 **"Project"** means the kind, number, and location of all proposed improvements of the Eligible Property listed in the attached **Exhibit C**.

ARTICLE 3.
Term

The period of tax abatement herein authorized shall be for a maximum of 10 years, beginning the date on which the final certificate of occupancy is issued by the City for all Eligible Property (the "**Tax Abatement Commencement Date**") and continuing until that date ten (10) years following the Tax Abatement Commencement Date (the "**Term**"), unless this Agreement is cancelled or terminated prior to the expiration of the Term. If the Tax Abatement Commencement Date is not January 1, the abatement of ad valorem taxes will be prorated during the first year and last year of the abatement.

ARTICLE 4.
Conditions

4.1 Notwithstanding any provision in this Agreement to the contrary, Owner has no obligation hereunder to construct the Project or any portion thereof on the Eligible Property. The following are, however, conditions that must be satisfied in order for Owner to receive the abatement of ad valorem taxation described herein:

4.1.1 Owner shall construct or cause to be constructed the Project on the Eligible Property and shall comply, subject to any applicable notice and cure provisions, with all material terms, conditions and covenants of that certain Development Agreement made and entered into by and between the City and Owner (the "**Development Agreement**") into which this Agreement is incorporated.

4.1.2 Owner shall provide access to and authorize inspection of the Eligible Property by City employees to ensure that the improvements or repairs associated with the Project are made according to the specifications and conditions of this Agreement.

4.1.3 During the Term, Owner shall limit the use(s) of the Eligible Property to the following: hotel, restaurant and bar uses and uses associated therewith, consistent with the general purpose of encouraging development or redevelopment of the Zone.

4.1.4 Owner shall provide to the Chief Appraiser of the Appraisal District and the City Manager of the City any and all information reasonably necessary for administration of the tax abatement granted herein. Nothing herein shall limit the ability of any party with standing to contest the valuation of Eligible Property.

4.1.5 Owner shall timely submit an application for property tax abatement exemption to the Appraisal District and the City Manager of the City each year or as requested by the Appraisal District in the form of that attached hereto as **Exhibit D** or a form substantially similar thereto.

4.2 The City and Owner each represent and warrant that none of the Eligible Property subject to tax abatement under this Agreement is owned or leased by a member of the City of Midland's City Council or a member of the City of Midland's Planning and Zoning Commission.

4.3 This Agreement shall be between Owner and the City, and Owner may not assign or transfer this Agreement, in whole or in part, to any person or entity without first receiving the City's written approval thereof, which will not be unreasonably withheld, conditioned, or delayed.

ARTICLE 5.
Default; Recapture of Tax Revenue

5.1 The following shall constitute events of default by Owner:

5.1.1 Breach of any of the terms or conditions of this Agreement.

5.2 Upon an event of default by Owner, the City shall notify Owner in writing of the specific default. Owner shall have thirty (30) days from the date of receipt of such notice in which to cure any such default. If the default cannot reasonably be cured within this thirty (30) day period, and if Owner has diligently pursued such remedies as shall be reasonably necessary to cure such default, then so long as Owner has commenced the cure within such thirty (30) day period and thereafter diligently pursues such cure, Owner shall have such additional time as is necessary in order to effect such cure.

5.3 If Owner fails to cure the default within the time provided as specified herein and has failed to commence the cure within such time period and diligently pursue such cure thereafter, then the City Council of the City, in the City Council's sole discretion, may cancel or modify this Agreement if Owner fails to comply with this Agreement.

5.4 In the event that this Agreement is cancelled in accordance with this Article 5 or terminated in accordance with Article 7.6, and Owner has failed to construct the Project on the Eligible Property as provided in this Agreement, but not otherwise, the City shall be entitled to recapture, and may recover, all or any part of the taxes abated at any time under this Agreement. In the event that this Agreement is cancelled in accordance with this Article 5, and Owner has

constructed the Project on the Eligible Property as provided in this Agreement, the City shall be entitled to recapture, and may recover, all or any part of the taxes abated during the period from and after the occurrence of the default, but not prior to the occurrence of such default. Owner shall pay to the City such previously abated taxes within 30 days of the City's written demand therefor. Any taxes not paid timely shall bear interest at the rate of 12% annually. Additionally, the City shall have the right to pursue any and all remedies allowed under Texas law.

ARTICLE 6.
Owner's Covenants, Warranties, Obligations and Duties

Owner makes the following covenants and representations to City, and agrees to timely and fully perform the following obligations and duties, subject to the terms, provisions and conditions hereof. Any false statement contained herein, failure to timely and fully perform as required in this Agreement, or failure to comply with any one covenant or representation shall constitute an event of default by Owner, subject to the cure periods set forth in Article 5 hereof:

6.1 Owner is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the Term of this Agreement.

6.2 The execution of this Agreement has been duly authorized by Owner, the individual signing this Agreement is empowered to execute such Agreement and bind the entity, and said authorization, signing and binding effect is not in contravention of the provisions of Owner's organizational documents.

6.3 Subject to Owner's right to contest by appropriate proceedings, if Owner elects to develop the Project or a portion thereof, Owner shall comply with the applicable City ordinances in connection with its construction of the Project and any Project-related infrastructure.

6.4 If Owner elects to develop the Project or portion thereof, Owner shall obtain any necessary licenses, permits or approvals for the Project, and will maintain all such necessary licenses and permits, to the extent required by law.

6.5 Owner shall timely and fully comply with all of the terms and conditions of this Agreement.

6.6 During the Term, Owner agrees not to knowingly employ any undocumented individuals in violation of 8 U.S.C. Section 1324a.

ARTICLE 7.
Miscellaneous Provisions

7.1 Complete Agreement/Amendment. This Agreement represents a complete agreement of the Parties and supersedes all prior written and oral matters related to this Agreement. This Agreement may be canceled, changed, modified or amended, in whole or in part, only by the written agreement by the City and Owner.

7.2 Representations and Warranties. The Parties represent and warrant to one another that this Agreement is within their authority, and that they are duly authorized and

empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction.

7.3 RELEASE. THE CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF OWNER PURSUANT TO THIS AGREEMENT.

7.4 Force Majeure. All obligations of Owner and City (excluding monetary obligations) shall be subject to events of "force majeure" which shall mean any contingency or cause beyond the reasonable control of a party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor.

7.5 Binding Effect. This Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

7.6 Termination. If Owner elects not to proceed with the development of the Project as contemplated by this Agreement, Owner shall notify the City in writing thereof, and this Agreement and the obligations of all Parties will be deemed terminated and of no further force or effect as of the date of such notice, except those that expressly survive the termination hereof, if any.

7.7 Notice. Any notice or other communication ("Notice") given under this Agreement must be in writing, and may be given: (i) by depositing the Notice in the United States Mail, postage paid, certified, and addressed to the Party to be notified with return receipt requested; (ii) by personal delivery of the Notice to the Party, or an agent of the Party; or (iii) by confirmed facsimile, provided that a copy of the Notice is also given in one of the manners specified in (i) or (ii). Notice deposited in the mail in the manner specified will be effective two (2) business days after deposit. Notice given in any other manner will be effective only if and when received by the Party to be notified. For the purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

If to OWNER: LS Brentway LLC
P.O. Box 60728
Midland, Texas 79711

With a copy to: Patel Anderson LLP
Attn: Pimal A. Patel
7324 Southwest Fwy, Suite 560
Houston, Texas 77074
pimal@patelanderson.com

If to CITY: City of Midland
300 N. Loraine, 3rd Floor
Midland, Texas 79701
Attn: City Manager

With a copy to: City of Midland
Attn: City Attorney
300 N. Loraine, 3rd Floor
Midland, Texas 79701

All Parties may designate a different address at any time by giving Notice to the other Party.

7.8 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any Party based on draftsmanship.

7.9 Relationship of the Parties. This Agreement will not be construed as establishing a partnership or joint venture, joint enterprise, express or implied agency, or employer-employee relationship between the parties. Neither the City, nor their past, present or future officers, elected officials, employees or agents, assumes any responsibility or liability to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

7.10 Applicable Law. This Agreement is made, and will be construed and interpreted, under the laws of the State of Texas and venue will lie in Midland County, Texas. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents or representatives as a result of the approval or execution of this Agreement.

7.11 Legal Action. In the event that a Party initiates a cause of action in court, the prevailing party shall be entitled to reasonable and necessary attorney's fees and costs of court.

7.12 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected and it is also the intention of the Parties that, in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

7.13 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the paragraphs.

7.14 No Third Party Beneficiaries. This Agreement is personal to Owner and the City and not intended to nor shall it be interpreted to confer any rights, privileges or causes of action upon any third party.

7.15 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and

the same instrument. A facsimile signature will be deemed to be an original signature for all purposes.

7.16 Compliance. Owner agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent said statute applies to this Agreement. For instructions on how to comply with Texas Local Government Code Section 176.006, please go to https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

7.17 Waiver of Attorney Fees. BY EXECUTING THIS AGREEMENT, OWNER AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY REGARDING THE AWARD OF ATTORNEY FEES THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. OWNER AGREES THAT IF OWNER BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED) OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, THAT OWNER AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED.

7.20 Governmental Function. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE ENTIRETY OF THE CITY'S PERFORMANCE AND OBLIGATIONS UNDER THIS AGREEMENT ARE GOVERNMENTAL FUNCTIONS. BY ENTERING INTO THIS AGREEMENT, OWNER RELEASES THE CITY FROM ANY PRESENT OR FUTURE CLAIMS ASSERTING THE CITY'S PERFORMANCE AND OBLIGATIONS UNDER THIS AGREEMENT ARE NOT GOVERNMENTAL FUNCTIONS. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS IN THE PUBLIC INTEREST AND SERVES A PUBLIC PURPOSE OF THE STATE OF TEXAS AND THE CITY OF MIDLAND IN PROMOTING THE WELFARE OF THE GENERAL PUBLIC ECONOMICALLY BY SECURING AND RETAINING BUSINESS ENTERPRISES AND AS A RESULT OF MAINTAINING A HIGHER LEVEL OF EMPLOYMENT, ECONOMIC ACTIVITY, AND STABILITY.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the _____ day of _____, 20__.

CITY:
City of Midland, Texas,

By: _____
Tommy Gonzalez
City Manager

ATTEST:

_____
Marcia Bentley-German
City Secretary

OWNER:

LS BRENTWAY LLC, a Texas limited liability company

By: _____
Printed Name:_____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

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 that he/she executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of LS Brentway LLC, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

_____
Notary Public, State of Texas

EXHIBIT A TO TAX ABATEMENT AGREEMENT

TAX YEAR	ELIGIBLE PROPERTY PERCENTAGE EXEMPTED
1st Year	100%
2nd Year	100%
3nd Year	100%
4th Year	100%
5th Year	100%
6th Year	100%
7th Year	100%
8th Year	100%
9th Year	100%
10th Year	100%

EXHIBIT B TO TAX ABATEMENT AGREEMENT
ELIGIBLE PROPERTY

The Eligible Property is the real property described as Lots 22, 23 and 24, Block 65, Original Town Addition, City and County of Midland, Texas, and the buildings and improvements located thereon that are owned or leased by Owner.

EXHIBIT C TO TAX ABATEMENT AGREEMENT
DESCRIPTION OF THE PROJECT

The Project shall consist of improvements to the Eligible Property, all to be developed and constructed by Owner, in accordance with the terms and conditions of that certain Development Agreement made and entered into by and between the City and Owner into which this Agreement is incorporated (the "Development Agreement") in order to achieve the Hotel, as that term is defined in the Development Agreement, and associated and appurtenant facilities, which shall have a total area of approximately 34,000 square feet and at a minimum shall consist of:

(i) a six-story hotel with approximately 80 guest rooms;
(ii) a boardroom;
(iii) a market or pantry area;
(iv) a fitness facility;
(v) a lounge area with a lobby; and
(vi) an upscale restaurant and bar.

The Project shall be constructed as set forth in the Development Agreement.

Texas Comptroller of Public Accounts | Form 50-116

Application for Property Tax Abatement Exemption

Appraisal District Name

Phone *(area code and number)*

Appraisal District, Address, City, State, ZIP Code

GENERAL INSTRUCTIONS: This application is for use in claiming property tax exemptions pursuant to Tax Code Section 11.28. A property owner who has established a tax abatement agreement under Tax Code Chapter 312, Property Redevelopment and Tax Abatement Act, is entitled to exemption from taxation by an incorporated city or town or other taxing unit of all or part of the value of the property as provided by the agreement.

FILING INSTRUCTIONS: This document and all supporting documentation must be filed with the appraisal district office in the county in which the property is taxable. Do not file this document with the Texas Comptroller of Public Accounts. A directory with contact information for appraisal district offices may be found on the Comptroller's website.

APPLICATION DEADLINES: The completed application and supporting documentation must be filed beginning Jan. 1 and no later than April 30 of the year for which an exemption is requested. For good cause shown, the chief appraiser may extend the deadline for filing the application by written order for a single period not to exceed 60 days.

ANNUAL APPLICATION REQUIRED: An application for this exemption must be filed each year. If information has not changed and/or agreement(s) were not modified, copies of the agreement(s) are not required to be attached.

OTHER IMPORTANT INFORMATION

Pursuant to Tax Code Sec. 11.45, the chief appraiser may request additional information. The additional information must be provided within 30 days of the request or the application is denied. For good cause shown, the chief appraiser may extend the deadline for furnishing the additional information by written order for a single period not to exceed 15 days.

State the tax year for which you are applying.

Tax Year

Did the applicant own the property that is the subject of this application on Jan. 1 of the tax year? . . . . . ☐ Yes ☐ No

Section 1: Property Owner/Applicant

The applicant is the following type of property owner: *(check one)*:

☐ Individual ☐ Partnership ☐ Corporation ☐ Other *(specify)*:

Name of Property Owner

Driver's License, Personal I.D. Certificate
Social Security Number or Federal Tax I.D. Number*

Physical Address, City, State, ZIP Code

Phone *(area code and number)*

Email Address**

Mailing Address of Property Owner *(if different from the physical address provided above)*:

Mailing Address, City, State, ZIP Code

The Property Tax Assistance Division at the Texas Comptroller of Public Accounts provides property tax information and resources for taxpayers, local taxing entities, appraisal districts and appraisal review boards.

For more information, visit our website:
comptroller.texas.gov/taxes/property-tax

SECTION 2: Authorized Representative

If you are an individual property owner filing this application on your own behalf, skip to section 3; all other applicants are required to complete section 2.

Please indicate the basis for your authority to represent the property owner in filing this application:

☐ Officer of the company ☐ General Partner of the company ☐ Attorney for property owner

☐ Agent for tax matters appointed under Tax Code Section 1.111 with completed and signed Form 50-162

☐ Other and explain basis: _____

Provide the following information for the individual with the legal authority to act for the property owner in this matter:

_____ _____

Name of Authorized Representative | Driver's License, Personal I.D. Certificate or Social Security Number*

_____ _____ _____

Title of Authorized Representative | Primary Phone Number *(area code and number)* | Email Address**

_____

Mailing Address, City, State, ZIP Code

SECTION 3: Property Description

Provide the descriptive information requested below for the property that is the subject of this application. Provide the appraisal district account number (if known) or attach a tax bill or copy of appraisal or tax office correspondence concerning this account.

_____

Physical Address *(i.e. street address, not P.O. Box)*, City, State, ZIP Code

Appraisal district account number *(if known)* _____

Legal Description:

Was a wind-powered energy device installed or constructed:

- on a parcel of real property under an abatement agreement;
- at a location within 25 nautical miles of the boundaries of a military aviation facility located in this state; and
- on or after Sept. 1, 2017? . . . . . ☐ Yes ☐ No

If yes, was the wind-powered energy device installed or constructed as part of an expansion or repowering of an existing project? . . ☐ Yes ☐ No

SECTION 4: Taxing Units that have Agreed to Abate Taxes

For each taxing unit identified, attach copies of abatement agreements unless you previously applied for and were granted the abatement and no changes have occurred and/or the agreement(s) were not modified.

_____ _____

_____ _____

_____ _____

SECTION 3: Abatements Questions

1. Is this a continuation of an existing abatement agreement? . . . . . ☐ Yes ☐ No

2. Are the terms and duration of each taxing unit's agreement different or identical? . . . . . ☐ Different ☐ Identical

   If different, please copy this form for each taxing unit and complete section 5 for each unit. In the area where taxing units are listed, please circle the taxing unit being summarized.

   If identical, please describe the nature of the abatement agreements for this year by completing the following:

   ☐ Lump sum exemption of $ _____

   ☐ Percentage exemption of _____ %

   ☐ Other *(Attach a statement describing the method of calculating abatement. Provide dollar value to be exempted this year.)*

3. Does the agreement abate taxes on personal property? . . . . . ☐ Yes ☐ No

4. Are you in compliance with the agreement? . . . . . ☐ Yes ☐ No

   If no, attach a statement explaining the reason for noncomplance.

SECTION 4: Additional Required Documentation

The following documents must be included with this application.

- copies of abatement agreements, unless the abatement was previously granted and no changes have occurred and/or the agreement(s) were not modified;
- a statement describing the method of calculating the abatement if it is not a lump sum or percentage exemption (provide the dollar amount to be exempted this year); and
- a statement explaining the reason for noncompliance if applicant is not in compliance with an abatement agreement.

SECTION 5: Certification and Signature

NOTICE REGARDING PENALTIES FOR MAKING OR FILING AN APPLICATION CONTAINING A FALSE STATEMENT: If you make a false statement on this form, you could be found guilty of a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.

I, _____, swear or affirm the following:
Printed Name of Property Owner or Authorized Representative

1. that each fact contained in this application is true and correct;
2. that the property described in this application meets the qualifications under Texas law for the exemption claimed; and
3. that I have read and understand the *Notice Regarding Penalties for Making or Filing an Application Containing a False Statement*.

sign here ➧ _____ _____
Signature of Property Owner or Authorized Representative | Date

* If the property owner is a company or other legal entity (not an individual), the Federal Tax I.D. Number is to be provided. Disclosure of your social security number (SSN) may be required and is authorized by law for the purpose of tax administration and identification of any individual affected by applicable law. Authority: 42 U.S.C. § 405(c)(2)(C)(i); Tax Code Section 11.43(f). Except as authorized by Tax Code Section11.48(b), a driver's license number, personal identification certificate number, or social security number provided in this application for an exemption filed with your county appraisal district is confidential and not open to public inspection under Tax Code Section 11.48(a).

** An email address of a member of the public could be confidential under Government Code Section 552.137; however, by including the email address on this form, you are affirmatively consenting to its release under the Public Information Act.

City Council Meeting

Item Number: **19**

Meeting Date: **October 10, 2023**

To: **City Council / City Manager**

From: **Jeffrey Fisher, Planning Manager**

Subject: MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS A PROPOSED PRELIMINARY PLAT OF CLAYDESTA PLAZA NORTH, SECTION 6, BEING A REPLAT OF THE REMAINDER OF LOT 1, BLOCK 14, CLAYDESTA PLAZA, SECTION 2, LOT 2B, BLOCK 14, CLAYDESTA PLAZA, SECTION 14, AND A 47.74-ACRE TRACT OF LAND, LOCATED IN SECTION 14, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED WEST OF NORTH BIG SPRING STREET, APPROXIMATELY 300 FEET NORTH OF VETERANS AIRPARK LANE) **(DISTRICT 3) (DEVELOPMENT SERVICES)**

Purpose:

The applicant, Maverick Engineering, is requesting to replat the remainder of Lot 1, Block 14, Claydesta Plaza, Section 2, Lot 2B, Block 14, Claydesta Plaza, Section 14, and a 47.44-acre tract of land, located in Section 14, Block 39, T-1-S, T&P RY CO Survey, City and County of Midland, into nine lots for future development. Pursuant to Section 11-2-3-(D)(11) of the Subdivision Ordinance, City Council approval is required for this plat which is more than 25 acres. The Planning and Zoning Commission recommended approval of this preliminary plat at the September 18, 2023 meeting.

Current Zoning:

PD, Planned Development District for an Office Center (Ordinance No. 5695) and RR, Regional Retail District.

Recommended City Council Action:

Approve

Fiscal Impact:

No city funds are required to process this request.

Discussion:

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

SURVEYOR: (Approved)

No comments.

ENGINEERING: (Approved with Conditions)

IMPACT FEES: Okay as shown. [For the Applicant's information only.]

ROW: ROW okay as shown. [For the Applicant's information only.]

PAVING: Deferral request for paving improvements were administratively approved on 05/02/2023. [For Applicant's Information Only.]

WATER: Deferral request for water improvements were administratively approved on 05/02/2023. [For Applicant's Information Only.]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For the Applicant's information only.]
PRO RATA: None [For the Applicant's information only.]

SEWER: Deferral request for wastewater improvements were administratively approved on 05/02/2023. [For Applicant's Information Only.]

DRAINAGE: Drainage study has been approved for platting purposes. [For the Applicant's information only.]

EASEMENTS: Okay as shown. [For the Applicant's information only.]

SIDEWALKS: Sidewalks required on collector/arterial roadways, along common areas and ADA ramps required at corners before public infrastructure is accepted. [Reference City Code Section 11-2-3(G)1 & 11-2-4(A)2(a)]
DIMENSION: * * *

OTHER: * * *

TRANSPORTATION: (Approved)

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.]

No objections to plat. [For the Applicant's information only.]

FIRE: (Approved)

All future development shall meet the requirements of IFC 2015 ed. and local ordinances.

OIL AND GAS: (Approved)

No Oil and Gas Issues.

GIS: (Approved with Conditions)

Block 14, lots 2C and 2D should be Block 2, Lots 7-8. Please depict drainage and pipeline easements north of plat and recording information for both.

PLANNING (Approved with Conditions):

Title opinion is required at the Final Plat stage. [Informational].

This proposed plat is greater than 25 acres, which qualifies it to be approved by City Council. "Approval by the Council shall be required prior to consideration of a final plat by the commission for any preliminary plat which…**Is ten hectares (25 acres) or more in area** and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor.;" Midland City Code § 11-2-3(D)11(a)6.

Staff recommends approval of the Preliminary Plat of Claydesta Plaza North, Section 6, subject to conditions A and B.

Conditions:

A. **Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City**

departments before filing for recording with the County Clerk of Midland County, Texas.

B. Approval by the City Council shall be required prior to consideration of a final plat by the commission on which any preliminary plat which: Is ten hectares (25 acres) or more in area and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor; Midland City Code 11-2-3(D)11(a)6.

Attachments:

Proposed Preliminary Plat
Application
Maps

Morris Williams Jr.

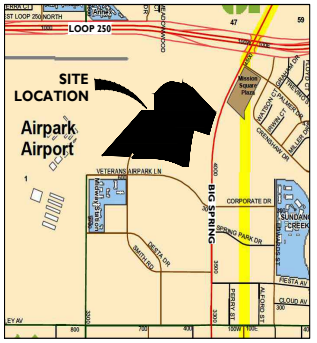
City Manager's Office

CLAYDESTA PLAZA NORTH SECTION 6

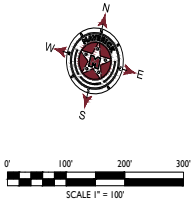
BEING A REPLAT OF THE REMAINDER OF LOT 1, BLOCK 14,
CLAYDESTA PLAZA, SECTION 2,
LOT 2B, BLOCK 14, CLAYDESTA PLAZA, SECTION 14
AND A 47.744 ACRE TRACT OF LAND,
LOCATED IN SECTION 14, BLOCK 39, T-1-S, T&P RY CO SURVEY,
CITY AND COUNTY OF MIDLAND, TEXAS

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C2	1579.66'	651.49'	646.89'	S 87°17'46" W	23°37'49"
C3	593.65'	78.28'	78.22'	N 20°44'24" E	7°33'17"
C4	60.00'	87.57'	80.00'	N 65°29'09" W	83°37'14"
C5	673.65'	94.93'	94.85'	S 20°28'48" W	8°04'26"
C6	520.00'	308.04'	303.55'	N 47°45'01" E	33°56'27"
C7	520.00'	233.29'	231.34'	S 75°49'44" E	25°42'18"
C8	490.62'	118.70'	118.41'	N 81°51'10" E	13°51'44"
C9	15.00'	21.35'	19.60'	S 48°23'58" W	81°34'02"
C10	570.00'	141.92'	141.56'	N 82°03'00" E	14°15'58"
C11	960.00'	119.59'	119.51'	N 78°29'08" E	7°08'14"
C12	290.50'	101.72'	101.20'	S 87°54'52" E	20°03'46"
C13	55.50'	104.63'	89.81'	S 23°52'28" E	108°01'01"
C14	1040.00'	643.35'	633.14'	S 12°24'45" W	35°26'36"
C15	960.00'	575.55'	566.97'	N 12°57'31" E	34°21'03"
C16	52.50'	28.45'	28.11'	N 45°39'39" E	31°03'13"
C17	140.50'	76.23'	75.30'	N 76°43'50" E	31°05'08"
C18	970.00'	309.83'	308.83'	S 78°34'35" E	18°18'03"
C19	1030.00'	388.65'	386.35'	N 79°39'51" W	21°37'10"
C20	25.50'	53.68'	44.30'	N 30°10'12" W	120°36'28"
C21	15.00'	22.44'	20.40'	S 48°21'43" E	85°42'30"
C22	3275.30'	142.01'	142.00'	N 11°04'55" W	2°29'03"



VICINITY MAP
N.T.S.



NOTES

1. BASIS OF BEARINGS, COORDINATES, GRID ACREAGE, AND DISTANCES IS A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983, U.S. SURVEY FEET WITH A CONVERGENCE ANGLE (θ theta) OF -0°-5'-41.13" AND A COMBINED SCALE FACTOR OF 0.99991564 TAKEN AT THE POINT OF BEGINNING.
2. 1/2 IN IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514", SET AT ALL CORNERS UNLESS OTHERWISE SPECIFIED.

LEGEND

- DENOTES SET 1/2-INCH IRON ROD W/ RED PLASTIC CAP MARKED "MAVERICK FIRM 10194514"
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES INTERIOR LOT CORNERS SET 1/2" IRF W/ CAP "MAVERICK FIRM #10194514"
- DENOTES PUMP JACK
- DENOTES PERMITTED OIL WELL (WITH API # SHOWN)
- DENOTES BOUNDARY LINE
- DENOTES EXISTING LOTS
- DENOTES EXISTING EASEMENT LINE
- PL DENOTES EXISTING PIPELINES
- DENOTES PROPOSED SETBACK LINE
- DENOTES OIL WELL SETBACK LINE

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO. _____ CABINET _____

DATE _____ PAGE _____

PROPERTY OWNERS

CITY OF MIDLAND
300 N. LORAINE
MIDLAND, TEXAS 79701
INSTR# 2021-30952, O.P.R.M.C.T.
VOLUME 1027, PAGE 1 D.R.M.C.T.

MIDLAND NORTHTOWN DEVELOPMENT, LLC
6 DESTA DRIVE
SUITE 5725
MIDLAND, TX 79705
INSTR# 2021-30960
INSTR# 2007-16845, O.P.R.M.C.T.

CLAYDESTA PLAZA NORTH SECTION 6

SHEET 1 OF 2

F:\2019\190100-CITY OF MIDLAND-BIG SPRING PROPERTY TITLE SURVEY & PLAT\DRAWINGS\PLAT\PRELIMINARY\190100 CLAYDESTA PLAZA NORTH, SECTION 6 - PRELIMINARY PLAT_V4.DWG

CLAYDESTA PLAZA NORTH, SECTION 6

BEING A REPLAT OF THE REMAINDER OF LOT 1, BLOCK 14, CLAYDESTA PLAZA, SECTION 2, LOT 2B, BLOCK 14, CLAYDESTA PLAZA, SECTION 14 AND A 47.744 ACRE TRACT OF LAND, LOCATED IN SECTION 14, BLOCK 39, T-1-S, T&P RY CO SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS THE CITY OF MIDLAND, IS THE RECORD OWNER OF A TRACT OF LAND SITUATED IN SECTION 14, BLOCK 39, T-1-S, T&P. RR. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT THE CITY OF MIDLAND, BEING THE OWNER OF THE LAND SHOWN ON THIS PLAT DESIGNATED AS LOTS 3 & 4, BLOCK 1; LOTS 4, 5 & 6, BLOCK 2; LOT 1, BLOCK 3, AND LOT 1, BLOCK 4, CLAYDESTA PLAZA NORTH, SECTION 6, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, AND EASEMENTS SHOWN THEREON; AND DO HEREBY GIVE AN EASEMENT OF INGRESS AND EGRESS TO THE CITY OF MIDLAND FOR GARBAGE COLLECTION, UTILITY FACILITY ACCESS AND MAINTENANCE, LOCATION AND MAINTENANCE OF TRASH CONTAINERS AND ACCESS THERETO, AND CONDITION SAID EASEMENT THAT NO CONSTRUCTION SHALL COMMENCE ON SAID LOT OR LOTS UNTIL THE EXACT LOCATION OF SAID CONTAINERS THEREWITH HAS BEEN SELECTED AND APPROVED BY THE DIRECTOR OF UTILITIES.

WITNESS MY HAND AT _____ - ____M..

THE_____DAY OF _____, 2023.

_____

BY:_____, CITY OF MIDLAND

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF MIDLAND

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, 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 HE WAS ACTING AS OWNER, AND THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

THE _____ DAY OF _____, 2023.

_____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, GREGORY W. SHOULTS, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY LOCATED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MIDLAND, TEXAS.

PRELIMINARY - THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

_____

GREGORY W. SHOULTS RPLS #5358
MAVERICK ENGINEERING (TX FIRM #10194514)
1909 W. WALL STREET, SUITE, K
MIDLAND, TX 79701

DEVELOPMENT NOTES

1. *SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.*
2. *APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.*
3. *BASIS OF BEARINGS, COORDINATES AND DISTANCES ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983, U.S. SURVEY FEET.*
4. *THE INSTALLATION OF IMPROVEMENTS MAY BE REQUIRED BY THE CITY OF MIDLAND AS SUCH TIME AS:*
   (1) THE REPRESENTED LOTS ARE REPLATTED FOR SUBDIVISION INTO MORE THAN ONE LOT OR :
   (2) THE PROPERTY IS REZONED FOR A MORE INTENSIVE USE.
5. *IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS. IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE BUILDING PERMIT PROCESS. ADDITIONAL IMPACT FEES OR INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASED.*
6. *DENOTES CENTER PIVOT POINT FOR A TEMPORARY 60' TURNAROUND EASEMENT DEDICATED HEREBY. EASEMENT TO BE ABANDONED BY EXTENSION OF PUBLIC RIGHT-OF-WAY.*
7. *THE PROPERTIES SHOWN LIE JUST EAST OF THE CITY OF MIDLAND MUNICIPAL AIRPARK. DEVELOPMENT MAY BE REGULATED BY FEDERAL AVIATION ADMINISTRATION (FAA) SPECIFICATIONS FOR BUILDING CONSTRUCTION. OWNER TO COORDINATE WITH FAA PRIOR TO CONSTRUCTION.*
8. *PURPOSE OF LOT 6, BLOCK 2: THIS TRACT IS FOR STORMWATER DRAINAGE MANAGEMENT OR AS OTHERWISE DICTATED BY THE CITY OF MIDLAND.*

PACKET 19.6

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS MIDLAND NORTHTOWN DEVELOPMENT, LLC, IS THE RECORD OWNER OF A TRACT OF LAND SITUATED IN SECTION 14, BLOCK 39, T-1-S, T&P. RR. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT MIDLAND NORTHTOWN DEVELOPMENT, LLC, BEING THE OWNER OF THE LAND SHOWN ON THIS PLAT DESIGNATED AS LOT 2C AND 2D, BLOCK 14, CLAYDESTA PLAZA NORTH, SECTION 6, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, AND EASEMENTS SHOWN THEREON; AND DO HEREBY GIVE AN EASEMENT OF INGRESS AND EGRESS TO THE CITY OF MIDLAND FOR GARBAGE COLLECTION, UTILITY FACILITY ACCESS AND MAINTENANCE, LOCATION AND MAINTENANCE OF TRASH CONTAINERS AND ACCESS THERETO, AND CONDITION SAID EASEMENT THAT NO CONSTRUCTION SHALL COMMENCE ON SAID LOT OR LOTS UNTIL THE EXACT LOCATION OF SAID CONTAINERS THEREWITH HAS BEEN SELECTED AND APPROVED BY THE DIRECTOR OF UTILITIES.

WITNESS MY HAND AT _____ - ____M.

THE_____DAY OF _____, 2023.

_____

BY:_____, MIDLAND NORTHTOWN DEVELOPMENT, LLC

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF MIDLAND

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, 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 HE WAS ACTING AS OWNER, AND THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

THE _____ DAY OF _____, 2022.

_____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF CLAYDESTA PLAZA NORTH, SECTION 6, WAS APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, TEXAS ON THIS

_____DAY OF_____ 2023.

_____

LUCY SISNIEGA, CHAIRMAN

_____

JEFFERY FISHER, SECRETARY

FEMA NOTE

FLOOD STATEMENT: AS SCALED FROM FEMA'S N.F.I.P. FLOOD INSURANCE RATE MAP #48329C0087F, DATED SEPTEMBER 16, 2005, PORTIONS OF THIS PROPERTY ARE WITHIN THE UNSHADED PORTION OF ZONE "X", DESIGNATED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN" AND PORTIONS ARE IN ZONE "AH", DESIGNATED AS "AREAS SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD," WITH A BASE FLOOD ELEVATION DETERMINED AND REFLECTED AS SHOWN.

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.

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO. _____ CABINET _____

DATE _____ PAGE _____

UTILITY COMPANY'S CERTIFICATE

This plat has been checked for accessibility of utilities.

_____
ATMOS ENERGY
BY: _____

_____
AT&T
BY: _____

_____
OPTIMUM
BY: _____

_____
ASTOUND BROADBAND
BY: _____

_____
ONCOR ELECTRIC DELIVERY
BY: _____

PROPERTY OWNERS

CITY OF MIDLAND
300 N. LORAINE
MIDLAND, TEXAS 79701
INSTR# 2021-30952, O.P.R.M.C.T.
VOLUME 1027, PAGE 199, D.R.M.C.T.

MIDLAND NORTHTOWN DEVELOPMENT, LLC
6 DESTA DRIVE
SUITE 5725
MIDLAND, TX 79705
INSTR# 2021-30960
INSTR# 2007-16845, O.P.R.M.C.T.

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

CLAYDESTA PLAZA NORTH, SECTION 6
October 10, 2023

SHEET 2 OF 2

F:\2019\190100-CITY OF MIDLAND-BIG SPRING PROPERTY TITLE SURVEY & PLAT\DRAWINGS\PLAT\FINAL\190100 CLAYDESTA PLAZA NORTH, SECTION 6 - FINAL PLAT.DWG

MIDLAND
Planning Division

Preliminary Plat Application

Project Number: SUB-21-0392
Case Number: P-23-1757

Proposed Subdivision Plat Name: Claydesta Plaza North, Section 6

Legal Description (attached sealed Metes and Bounds): Being a Replat of the Remainder of Lot 1, Block 14, Claydesta Plaza, Section 2, Lot 2B, Block 14, Claydesta Plaza, Section 14 and a 47.744 Acre Tract of Land, Located in Section 14, Block 39, T-1-S, T&P RY Co. Survey, City and County of Midland, Texas

Property Owner Printed Name: City of Midland/Midland Northtown Development		Phone (432) 262-0999 Email	
Address 300 N Loraine/6 Desta Dr	City Midland	State TX	Zip 79701/79705

Developer *(if different than Owner)* Printed Name:		Phone (432) 262-0999 Email	
Address	City	State	Zip

Representative *(if acting as Agent, see affidavit on page 2)* Firm: Maverick Engineering Printed Name: Paladin Huckaba		Phone (432) 262-0999 Email phuckaba@maverick-eng.com	
Address 1909 W Wall St Ste K	City Midland	State TX	Zip 79701

Current Zoning: PD

Reason for Platting: Ownership Purposes

Plat Information	Total Acreage:	46.174

Type: ☐ Single-Family Residential ☐ Multi-Family Residential
■ Commercial ☐ Extraterritorial Jurisdiction (ETJ)

Number of Lots: 9 | Number of Multi-family Dwelling Units:

Submittal and Fees
Items to be submitted with this application form:

- 1 FOLDED Copy of Dimensioned Plat
- 1 Extra Copy (11x17)
- Digital Files (JPEG & PDF)
- Application Fee – Payable to the 'City of Midland'

Request for a Development Agreement
Do you expect to request a development agreement with the City? ☐ Yes ■ No
If yes, contact the City Engineer at (432) 685-7286

Provisions
A plat application will not be considered filed pursuant to Section 212.009 of the Texas Local Government Code until all required documents and fees have been submitted and ***all of the terms and conditions of the Subdivision Ordinance, including all necessary studies, plans and supporting information are accepted and approved,*** or the applicant has filed a waiver request for sections from which the plat deviates. Once a plat meets the requirements to be considered filed with the City, the application will be placed on the Planning and Zoning Commission agenda for consideration under the time requirements set out in Section 212.009.

Signature *(by property owner only – authorized agent must sign affidavit below)* 9/12/23

Property Owner (signature): Mitch Malouf Date: 8/21/23

Property Owner (printed) : Mitch Malouf Midland Northtown Development, LLC

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew L Mellon who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or is authorized by Midland Northtown Development 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 Mellon
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 21st day of August, 2023, to certify which witness my hand and seal of office.

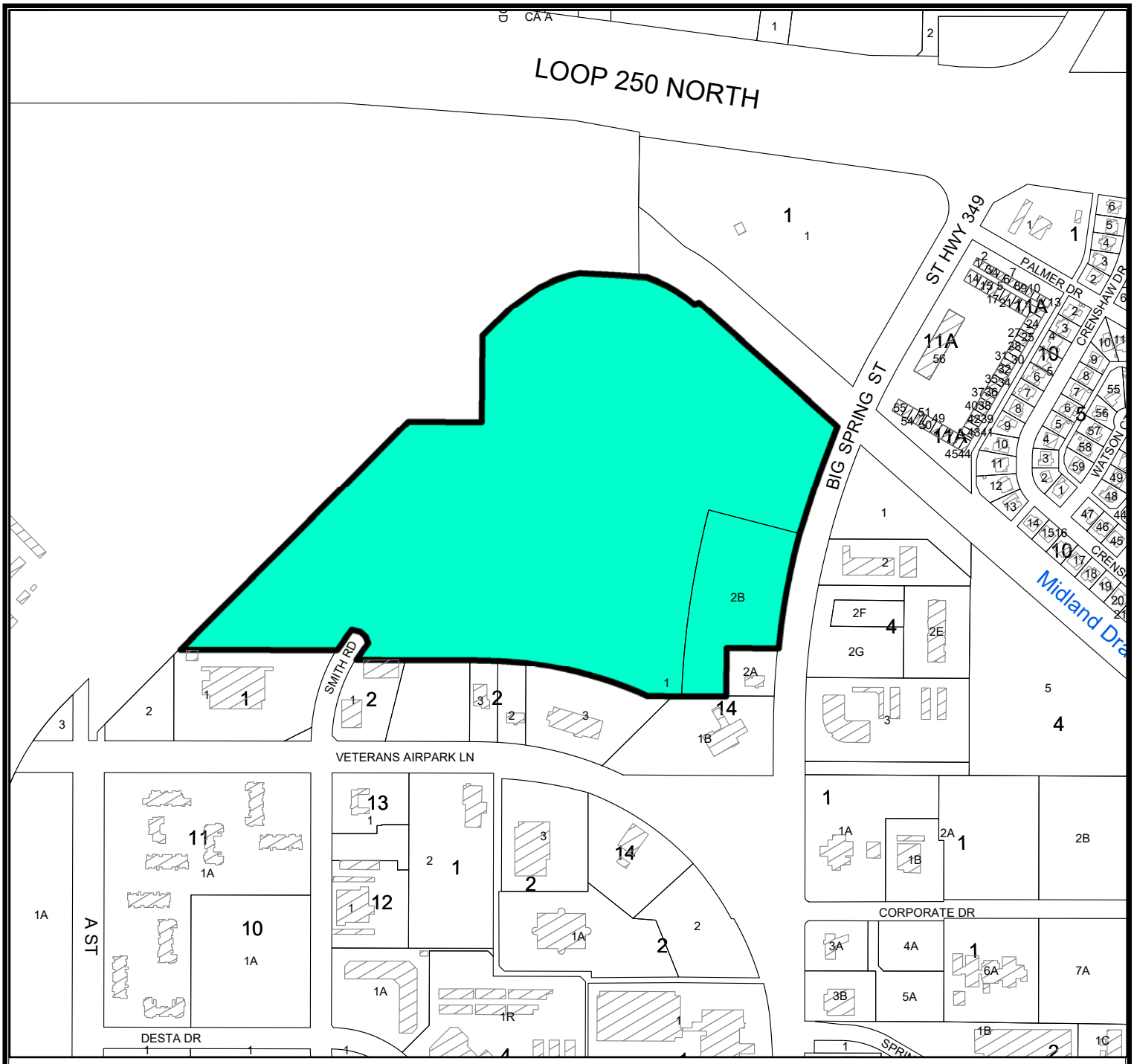
Kelsey Ann Lewis
My Commission Expires
2/19/2026
Notary ID
131456388

Kelsey Ann Lewis
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☑ 1 Copy of Dimensioned Plat	☐ Plat in Digital Format (PDF/JPEG)
☐ Application Fee	☑ 1 Copy of Plat (11x17)	
Check # 4381		
Received By: Daniel Humbert	Date: 8 22 23	

****Application will not be considered for scheduling until reviewed by a planner.****



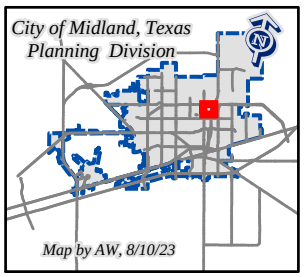
LOCATION MAP

SUB-21-0392 **Scale: 1" = 200'**

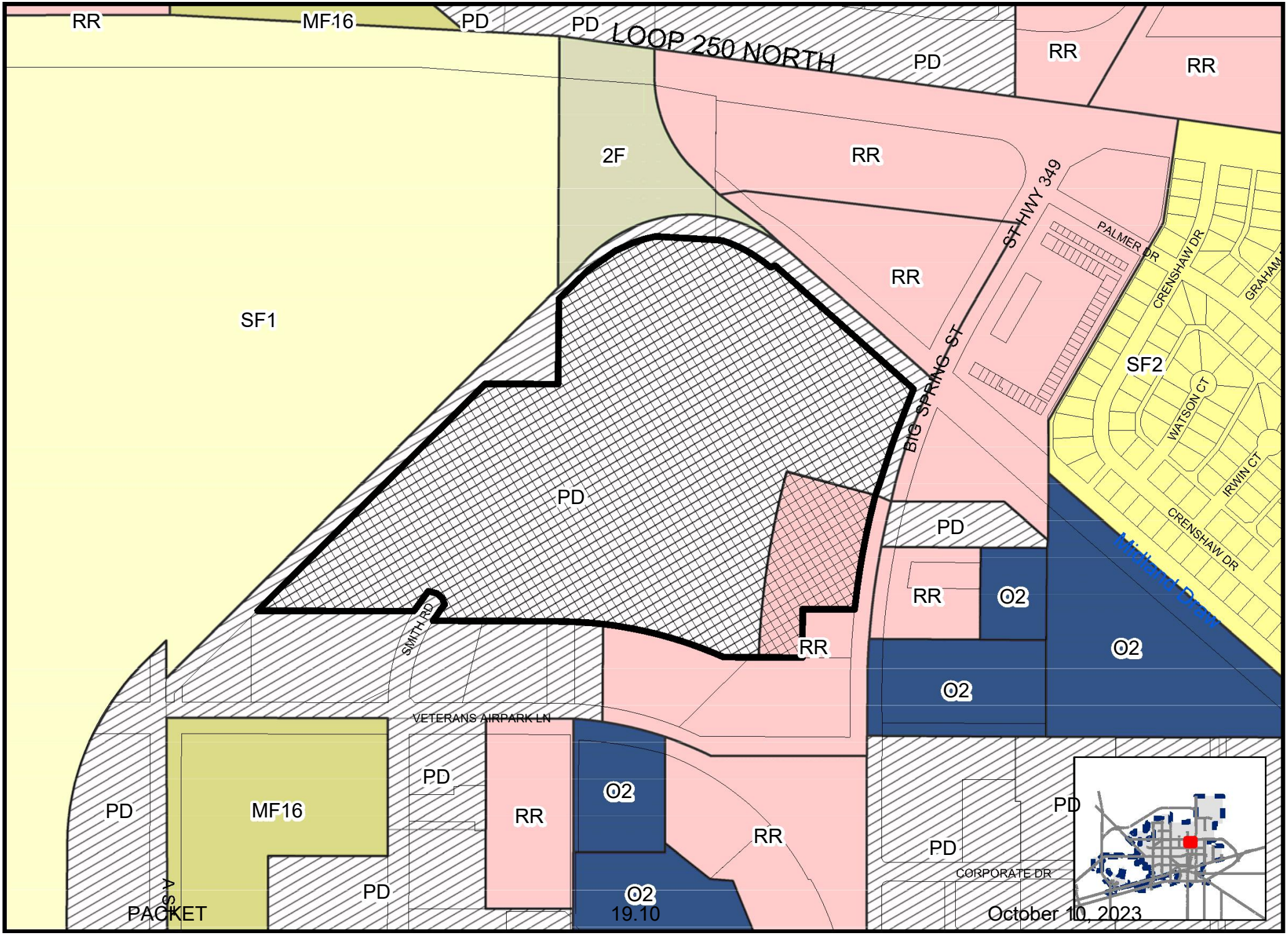
Preliminary Plat of Claydesta Plaza North, Section 6, being a Replat of the remainder of Lot 1, Block 14, Claydesta Plaza, Section Two, Lot 2B, Block 14, Claydesta Plaza, Section 14, and a 47.44-acre tract of land, located in Section 14, Block 39, T-1-S, T&P RY CO Survey, City and County of Midland, Texas. (Generally located west of North Big Spring Street, approximately 300-feet north of Veterans Airpark Lane. – Council District 3) (DEVELOPMENT SERVICES)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



October 10, 2023



Map By AW, 8/10/23

SUB-23-0392

Scale: 1" = 200'

ZONING MAP

City Council Meeting

Item Number: **20**

Meeting Date: **October 10, 2023**

To: **City Council / City Manager**

From: **Jeffrey Fisher, Planning Manager**

Subject: MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS A PROPOSED PRELIMINARY PLAT OF PERMIAN BASIN BEHAVIORAL HEALTH CENTER, SECTION 1, BEING A 50.31-ACRE TRACT OF LAND OUT OF SECTION 42, BLOCK 40, T-1-S, T&P RR CO. SURVEY, COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED APPROXIMATELY 1,550 FEET SOUTH OF STATE HIGHWAY 191, AND APPROXIMATELY 1,725 FEET EAST OF NORTH FARM-TO-MARKET ROAD 1788) **(DISTRICT: NONE) (DEVELOPMENT SERVICES)**

Purpose:

The applicant, Permian Basin Behavioral Health Center, is requesting to plat a 50.31-acre tract of land for future development. Pursuant to Section 11-2-3-(D)(11) of the City of Midland City Code, City Council approval is required for this plat which is more than 25 acres. The Planning and Zoning Commission recommended approval of this preliminary plat at the September 18, 2023, meeting.

Current Zoning:

ETJ, Extraterritorial Jurisdiction.

Recommended City Council Action:

Approve

Fiscal Impact:

No city funds are required to process this request.

Discussion:

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)

All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

SURVEYOR: (Approved with Conditions)

It appears that there is a triangular piece of land remaining in the southeast corner of the plat that lies between the southeast corner of doc. 2022-35022 and the curved boundary of the plat. This area needs to be more clearly identified.

ENGINEERING: (Approved with conditions)

IMPACT FEES: Okay as shown. [For the Applicant's information only.]

ROW: See transportation's comment. [For the Applicant's information only.]

PAVING: No frontage along Public ROW. [For the Applicant's information only.]

WATER: No frontage along Public ROW. [For the Applicant's information only.]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For the Applicant's information only.]

PRO RATA: None [For the Applicant's information only.]

SEWER: No frontage along Public ROW. [For the Applicant's information only.]

DRAINAGE: Drainage report was approved for platting purposes. Delineate the FEMA recognized floodplain boundary on the plat face. [For the Applicant's information only.]

EASEMENTS: Show existing and proposed. [For the Applicant's information only.]

SIDEWALKS: Required with building permit. [For Applicant's Information Only.]

DIMENSION: * * *

OTHER: * * *

TRANSPORTATION: (Approved with Conditions)

Access connected to FM 1788, shall be annexed and platted before approval of final plat.

Submit the Traffic Impact Analysis before final plat approval.

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.]

FIRE: (Approved)

All future development shall meet the requirements of IFC 2015 ed. and local ordinances.

OIL AND GAS: (Approved)

No Oil & Gas well concerns. Informational: No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat. Please note if oil & gas wells are not identified or left off plat, this could prevent receiving city permits for structures. Any plugged and abandoned (P&A) well would need to be identified. No structure shall be built over an abandoned well.

GIS: (Approved with Conditions)

A portion of the southeast corner is also a portion of 2022-35022, please depict on plat visual. Will access to FM 1788 not be platted with this plat but separately? (addressing Transportations comment from P-23-1691) Please confirm ROW positioning on plat visual, GIS shows ROW more north than depicted. Please depict and show ownership for PIN 04010.042.1510. For consistency, please show 20'x20' water easements are either by this plat or if existing provide recording information.

PLANNING: (Approved with Conditions)

Title opinion is required at the Final Plat stage. [Informational].

This proposed plat is greater than 25 acres, which qualifies it to be approved by City Council. "Approval by the Council shall be required prior to consideration of a final plat by the commission for any preliminary plat which…**Is ten hectares (25 acres) or more in area** and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor.;" Midland City Code § 11-2-3(D)11(a)6.

Staff recommends approval of the Preliminary Plat of Permian Basin Behavioral Health Center, Section 1, subject to conditions A and B.

Conditions:

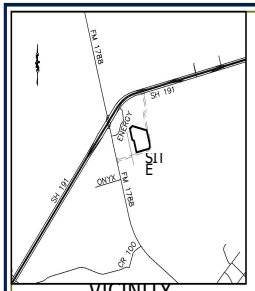
A. **Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas.**

B. **Approval by the City Council shall be required prior to consideration of a final plat by the commission on which any preliminary plat which: Is ten hectares (25 acres) or more in area and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor; Midland City Code 11-2-3(D)11(a)6.**

Attachments:

Proposed Preliminary Plat
Application
Maps

City Manager's Office



VICINITY MAP
NO SCALE

NOTES:

1. Survey is based on the Texas State Coordinate System (NAD83), Central Zone 4203, and by GPS observations. All bearings and distances shown hereon are NAD83 Surface values using a scale factor of 0.99988870.
2. According to the graphical plotting of the Flood Insurance Rate Map for Midland County, Texas and Incorporated Areas, Panel 200 of 525, Map Number 48329C0200F, Map Revised September 18, 2005, a portion of the subject property is located in Zone A, defined as "No Base Flood Elevations Determined" and Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance flood"; This statement does not reflect any type of flood study by this firm.
3. Selling a portion of this addition by metes and bounds may be a violation of city ordinance and state law and subject to fines and withholding of utilities and building permits.
4. Any utility company, developer or other entity installing, repairing, maintaining or relocating a utility line or permanent improvement within utility easements must restore the premises as nearly as possible to its original condition following any such work at its sole expense.
5. Approval of a site plan by the City of Midland may be required before the development of any lot and before a building permit may be obtained.
6. A blanket refuse easement of ingress and egress for garbage and trash collection purposes is hereby granted.
7. All property corners are set 5/8-inch iron rod with yellow cap stamped "DUNAWAY ASSOCIATES LP" unless otherwise noted.
8. Initial Impact Fees will be assessed during the final platting process. Implementation and collection of impact fees will take place during the permitting process. Additional impact fees or increases in fees may not be assessed against the tract unless the number of service units to be developed on the tract increases.
9. Preliminary plat approval is conditional on property being annexed into City Limits with appropriate zoning and complies with minimum dimensional regulations.
10. Final plat may not be submitted or approved until the lot is shown having direct access to an improved public street or a dedicated and improved mutual access easement or common area.

UTILITY COMPANY'S CERTIFICATE

This plat has been checked for accessibility of utilities.

ATMOS ENERGY Print Name:

ONCOR ELECTRIC DELIVERY Print Name:

ASTOUND BROADBAND Print Name:

OPTIMUM Print Name:

AT&T–TEXAS Print Name:

CERTIFICATE OF APPROVAL

This is to certify that the above and foregoing plat of PERMIAN BASIN BEHAVIORAL HEALTH CENTER was approved by proper action of the City Planning and Zoning Commission of the City of Midland, Texas, on this the _____ day of _____, 2023.

CHAIRMAN

SECRETARY

OWNER'S CERTIFICATE

STATE OF TEXAS, COUNTY OF MIDLAND:

WHEREAS PERMIAN BASIN BEHAVIORAL HEALTH CENTER, is the record owner of the tract of land situated in Section 42, Block 40, Township 1 South, T. & P. RR. Co. Survey, County of Midland, and more particularly described hereon.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That we, PERMIAN BASIN BEHAVIORAL HEALTH CENTER, do hereby adopt this plat designating the herein above described property as PERMIAN BASIN BEHAVIORAL HEALTH CENTER ADDITION, to the City of Midland, Texas, and we do hereby dedicate to the public use forever the streets, alleys, and easements shown hereon.

WITNESS our hands at Midland, Texas, this the _____ day of _____, 2023.

Representative of: PERMIAN BASIN BEHAVIORAL HEALTH CENTER

STATE OF TEXAS, COUNTY OF MIDLAND:

Before Me, the undersigned authority, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said PERMIAN BASIN BEHAVIORAL HEALTH CENTER, as the Authorized Agent thereof, and for the purpose and consideration therein expressed and in the capacity therein stated, and that he was authorized to do so.

Given under my hand and seal of office this the _____ day of _____, 2023.

Notary Public in and for the State of Texas

My commission expires _____

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO._____CABINET_____

DATE_____PAGE_____

GRAPHIC SCALE
150 150 300
(IN FEET
1 inch= 150 ft.

O.P.R.M.C.T. = OFFICIAL PUBLIC RECORDS MIDLAND COUNTY, TEXAS

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM VOLUME 2972, PAGE 776 O.P.R.M.C.T.

DIAMONDBACK O&G, LLC. (TRACT C) DOCUMENT NUMBER 2014-19954 O.P.R.M.C.T.

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM VOLUME 1049, PAGE 285 O.P.R.M.C.T.

SECTION 42, BLOCK 40, T-1-S T&P RR Co. SURVEY

CUMBERLAND AND WESTERN RESOURCES, LLC. (PORTION OF TRACT FOURTEEN) VOLUME 3131, PAGE 210 O.P.R.M.C.T.

DIAMONDBACK O&G, LLC. (TRACT C) DOCUMENT NUMBER 2014-19954 O.P.R.M.C.T.

F.M. HIGHWAY 1788 (VOLUME 384, PAGE 97, O.P.R.M.C.T.) (VOLUME 384, PAGE 97, O.P.R.M.C.T.)

LOT 1 BLOCK 1 50.31 ACRES PERMIAN BASIN BEHAVIORAL HEALTH CENTER ADDITION DOCUMENT NUMBER 2022-35022 O.P.R.M.C.T.

DIAMONDBACK O&G, LLC. (TRACT C) DOCUMENT NUMBER 2014-19954 O.P.R.M.C.T.

DIAMONDBACK O&G, LLC. (TRACT C) DOCUMENT NUMBER 2014-19954 O.P.R.M.C.T.

CUMBERLAND AND WESTERN RESOURCES, LLC. (PORTION OF TRACT FOURTEEN) VOLUME 3131, PAGE 210 O.P.R.M.C.T.

NAD83 GRID: N=10,684,591.51' E=1,703,345.63'

NORTH 10" STEEL FL=2,912.58' WEST 10" STEEL FL=2,912.51'

RIM=2,917.37'

N50°53'27"E 286.96'

S75°06'26"E 1253.17'

S14°06'26"E 1,081.31'

N14°06'26"W 859.36'

N61°29'45"W 163.24'

N14°06'26"W 874.27'

Δ=67°21'45" R=300.03' L=352.75' CH=S19°34'26"W 332.78'

S75°53'34"W 1,051.56'

POINT OF BEGINNING NAD83 GRID: N=10,683,230.10' E=1,703,811.53'

RIM=2,913.66' SOUTH 12" STEEL FL=2,903.74'

RIM=2,913.09' NORTH 12" STEEL FL=2,903.73' SOUTH 12" STEEL FL=2,903.76'

RIM=2,912.07' NORTH 12" STEEL FL=2,902.23'

EDGE OF WATER

ATLAS 14 100YR FLOODPLAIN WSEL=2909.8'

WETLANDS AREA

ATLAS 14 500YR FLOODPLAIN WSEL=2910.8'

20' x 20' WATER EASEMENT BY THIS PLAT

20' SANITARY SEWER EASEMENT BY THIS PLAT

20' ACCESS EASEMENT BY THIS PLAT

ROW TO BE PLATTED BY OTHERS

UNDERGROUND AT&T FIBER OPTIC LINE (MARKED BY OTHERS)

UNDERGROUND SANITARY SEWER LINE

UNDERGROUND FIBER OPTIC LINE (MARKED BY OTHERS)

UNDERGROUND WATER LINE (MARKED BY OTHERS)

UTILITY LEGEND

SYMBOL	DESCRIPTION
OHP	OVERHEAD UTILITY
EX-6" W	BURIED 6" WATER LINE
EX-12" W	BURIED 12" WATER LINE
EX-16" W	BURIED 16" WATER LINE
EX-16" W	BURIED GAS LINE
EX-16" W	BURIED SEWER LINE
FOAS	BURIED FIBER OPTIC
EX-SS	EX-SS

SURVEYOR'S CERTIFICATE:

I, Alan Moore, a Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown hereon were placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

Alan Moore
Registered Professional Land Surveyor
Texas Registration No. 5537

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

PRELIMINARY PLAT

PERMIAN BASIN BEHAVIORAL HEALTH CENTER, SUBDIVISION

BEING A 50.31 ACRE TRACT OF LAND OUT OF SECTION 42, BLOCK 40, T-1-S, T&P RR CO. SURVEY CITY AND COUNTY OF MIDLAND, TEXAS

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TEXAS REGISTERED SURVEYING FIRM NO. 10098100

ENGINEER/SURVEYOR
DUNAWAY ASSOCIATES, L.P.
550 Bailey Avenue
Suite 400
Fort Worth, Texas 76107
(817) 335-1121
Contact: Tim Hair

OWNER
PERMIAN BASIN BEHAVIORAL HEALTH CENTER
400 Rosalind Redfern Grover Parkway
Midland, Texas 79701
(432) 661-8000
Contact: Russell Meyers

PROJECT NUMBER: B008940.002

PAGE 1 OF 1

PLOTTED BY: Sam Fern On: Wednesday, September 13, 2023 At: 2:28PM K:\FTW\PLAN\Civil\Production\B008940\002\Survey\Drawings\B008940.002 Permian Basin Behavioral Health Center\Exhibits\PLAT\B008940.002.dwg

PACKET October 20, 2023

MIDLAND Planning Division

Preliminary Plat Application

Project Number: SUB-23-0049

Case Number: P-23-1750

Proposed Subdivision Plat Name: Permian Basin Behavioral Health Center, Section 1

Legal Description (attached sealed Metes and Bounds): Being a 50.31-acre tract of land out of Section 42, Block 40, T-1-S, T&P RR Co. Survey City and County of Midland, Texas

Property Owner Printed Name: Permian Basin Behavioral Health Center		Phone (432) 661-8000 Email russellmeyers@midlandmemorialfoundation.org	
Address	City	State	Zip
Developer *(if different than Owner)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip
Representative *(if acting as Agent, see affidavit on page 2)* Firm: Dunaway Printed Name: Tim Hair		Phone (432) 669-4889 Email thair@dunaway.com	
Address 4000 N. Big Spring Street Suite 101	City Midland	State TX	Zip 79705

Current Zoning: N/A-Application in process-Regional Retail

Reason for Platting: Annexation and development of new Behavioral Health Hospital

Plat Information	Total Acreage:	50.31
Type: ☐ Single-Family Residential ■ Commercial	☐ Multi-Family Residential ☐ Extraterritorial Jurisdiction (ETJ)	
Number of Lots: 1	Number of Multi-family Dwelling Units: 0	

Submittal and Fees

Items to be submitted with this application form:

- 1 FOLDED Copy of Dimensioned Plat
- 1 Extra Copy (11x17)
- Digital Files (JPEG & PDF)
- Application Fee – Payable to the 'City of Midland'

Request for a Development Agreement

Do you expect to request a development agreement with the City? ☐ Yes ☐ No

If yes, contact the City Engineer at (432) 685-7286

Provisions

A plat application will not be considered filed pursuant to Section 212.009 of the Texas Local Government Code until all required documents and fees have been submitted and ***all of the terms and conditions of the Subdivision Ordinance, including all necessary studies, plans and supporting information are accepted and approved,*** or the applicant has filed a waiver request for sections from which the plat deviates. Once a plat meets the requirements to be considered filed with the City, the application will be placed on the Planning and Zoning Commission agenda for consideration under the time requirements set out in Section 212.009.

Signature *(by property owner only – authorized agent must sign affidavit below)*

Property Owner (signature): [signature] Date: 8/7/23

Property Owner (printed) : Russell Aleyeos

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Russell Meyers who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or is authorized by PBBHC the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

[signature]
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 7th day of August, 2023, to certify which witness my hand and seal of office.

LINDA D. ONEAL
My Notary ID # 131041371
Expires March 13, 2025

Linda D Oneal
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

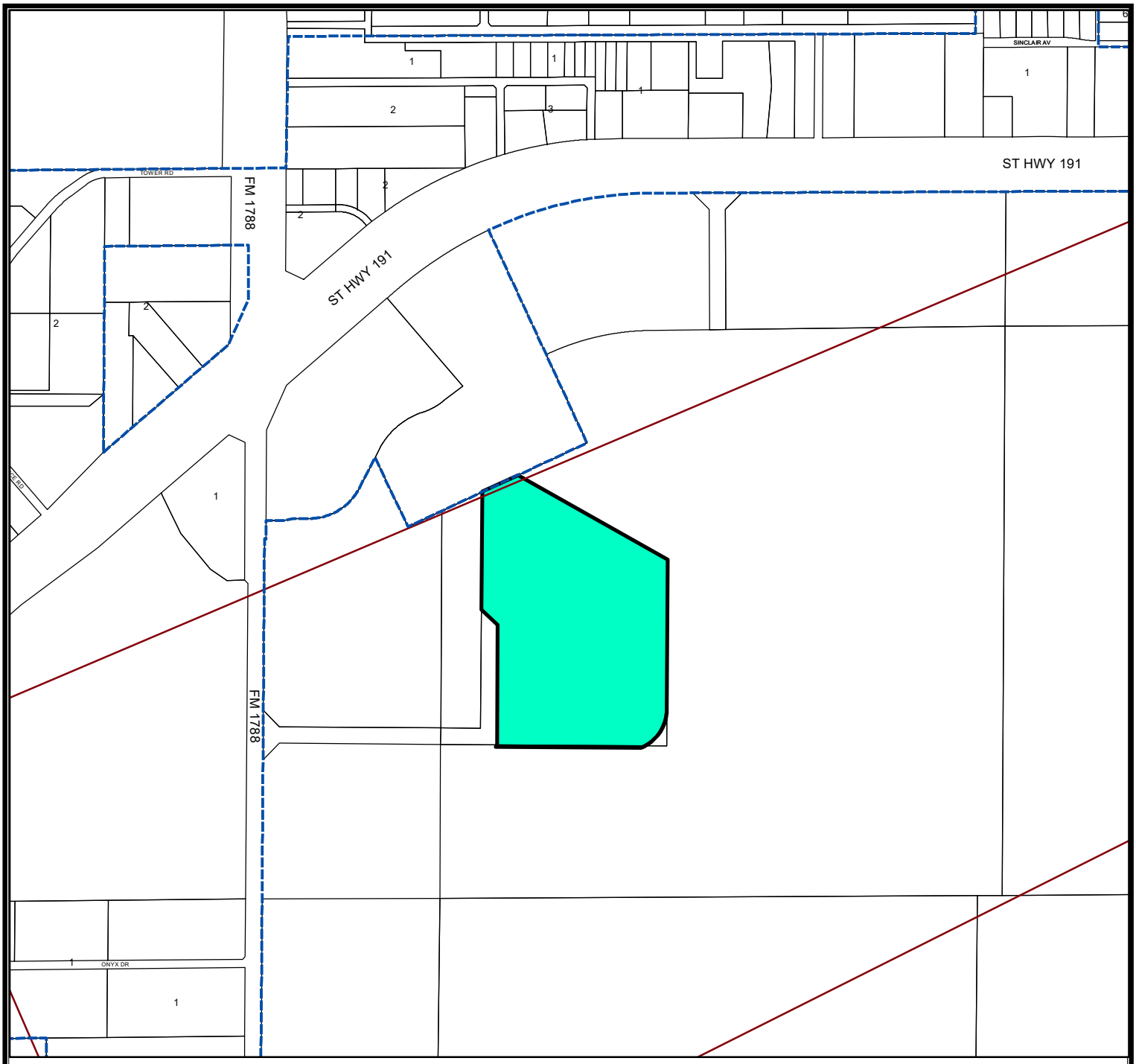
FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # $ 1662
- ☑ 1 Copy of Dimensioned Plat
- ☑ 1 Copy of Plat (11x17)
- ☑ Plat in Digital Format (PDF/JPEG)

AUG 22 2023

Received By: [signature] Date:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

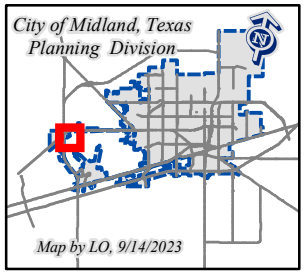
SUB-23-0649 **Scale: 1" = 200'**

Proposed Plat of Permian Basin Behavioral Health Center, Section 1, being a 50.31-acre tract of land, located in Section 42, Block 40, T-1-S, T&P RR CO Survey, County of Midland, Texas.

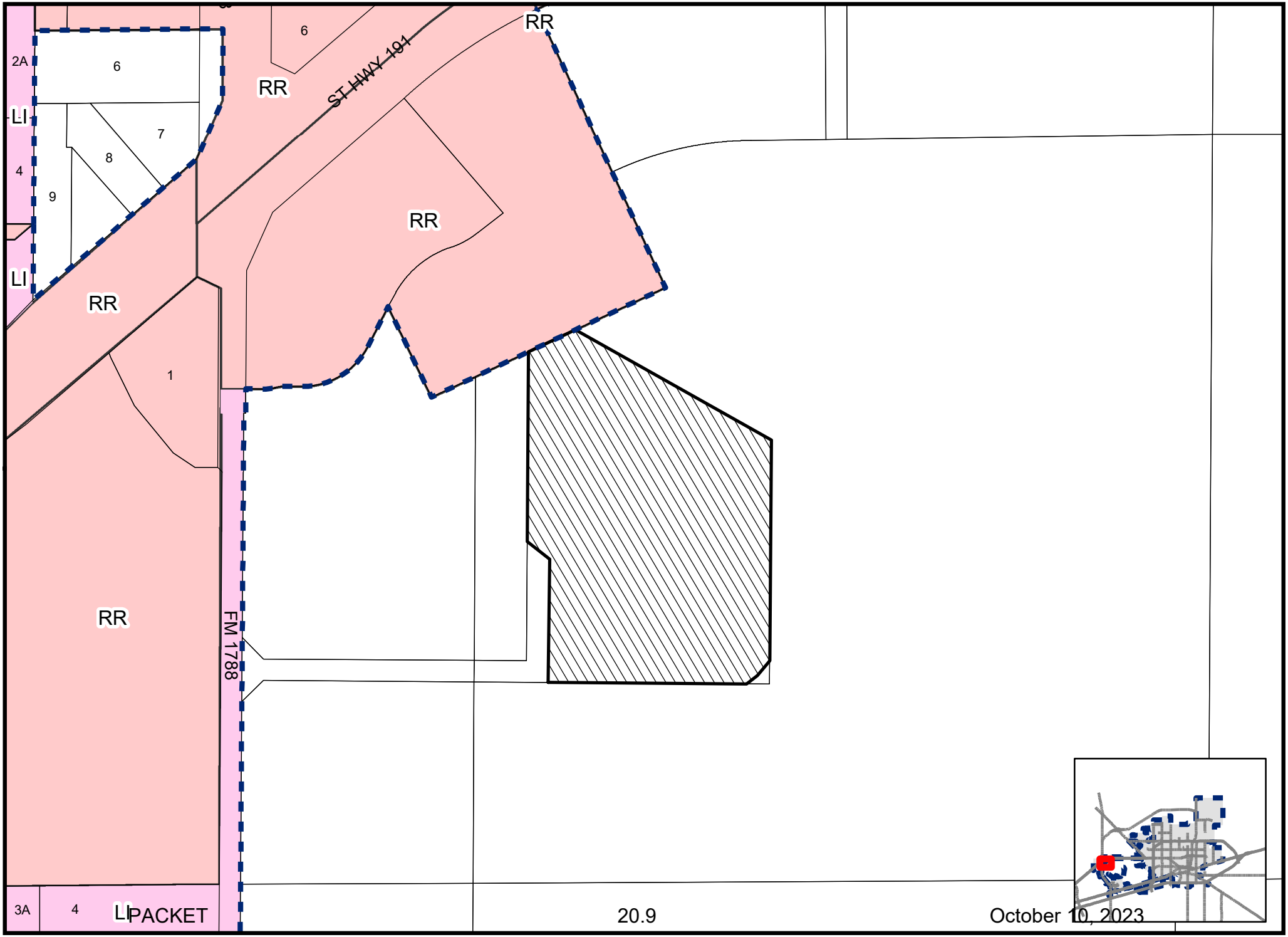
Generally located approximately 1,550-feet south of State Highway 191, and approximately 1,725-feet east of North Farm-to-Market Road 1788.
(District: None)

L E G E N D

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By DH, 9/29/2023

SUB-23-0649

Scale: 1" = 8,042'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

City Council Meeting

Item Number: 21

Meeting Date: October 10, 2023

To: City Council / City Manager

From: Daniel Humbert, Planner

Subject: MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS A PROPOSED PRELIMINARY PLAT OF CARROLLWOOD ADDITION, SECTION 2, BEING A 31.58-ACRE TRACT OF LAND OUT OF SECTION 24, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF ANTELOPE TRAIL, APPROXIMATELY 2,790 FEET NORTH OF WEST COUNTY ROAD 140) (DISTRICT: NONE) (DEVELOPMENT SERVICES)

Purpose:

Schumann Surveying, Inc. is requesting to plat to obtain septic permits and addresses. The proposed subdivision will have six (6) lots with a total of 31.58 acres. Each proposed lot is over four acres.

Current Zoning:

ETJ, Extraterritorial Jurisdiction.

Recommended City Council Action:

Approve

Fiscal Impact:

No city funds are required to process this request.

Discussion:

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)

ETJ No jurisdiction.

SURVEYOR: (Approved)

No comments.

ENGINEERING: (Approved with Conditions)

IMPACT FEES: Plat outside designated service areas. Note not required. [For Applicant's Information Only.]

ROW: Refer to transportation's comments for ROW. [For Applicant's Information Only.]

PAVING: Deferral request for paving improvements were administratively approved on 9/8/2023. [For Applicant's Information Only.]

WATER: Deferral request for water improvements were administratively approved on 9/8/2023. [For Applicant's Information Only.]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For Applicant's Information Only.]

PRO RATA: None [For Applicant's Information Only.]

SEWER: Deferral request for wastewater improvements were administratively approved on 9/8/2023. [For Applicant's Information Only.]

DRAINAGE: Drainage report has been approved for platting purposes. [For Applicant's Information Only.]

EASEMENTS: Show existing and proposed. [For Applicant's Information Only.]

DIMENSION: * * *

OTHER: * * *

TRANSPORTATION: (Approved with Conditions)

Label width of rights-of-way adjacent to subject property. [Reference City Code Section 11-2-3(C), Section 11-2-3(D), or Section 11-2-3(H).] No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.]

FIRE: (Approved)

No comments.

OIL AND GAS: (Approved)

Not in the City limits - no oil or gas jurisdiction.

GIS: (Approved with Conditions)

Block number should be depicted on plat visual. Block can be 2. In metes and bounds, the call describing the curve should have a direction of N27-9-9W. (currently shows S27-9-9W) Plat visual's calls should match metes and bounds. Distances for lots' lengths should be included on plat visual. In legal description "Proposed plat of Carrollwood Addition" in unnecessary.

MIDLAND COUNTY PUBLIC WORKS: (Approved with Conditions)

Show lot frontage to ensure they meet regulations.

CRMWD: (Approved)

No comments.

MIDLAND COUNTY HEALTH DEPARTMENT (Approved with Conditions):

Yes, the health department will review applications from the 6 proposed lots of Carrolwood Addition, Section 2, PLAT OF A 31.5 ACRE TRACT OF LAND OUT OF THE NORTHEAST OF SECTION 24, BLOCK 40, T-2-S, T. & P. RR. CO. SURVEY each lot 1 is 4.9 acres, lot 2 is 4.9 acres, lot 3 is 4.9 acres, lot 4 is 4.9 acres, lot 5 is 3.8 acres, and lot 6 is 8 acres to ensure the proposed plans on the application for the septic system will meet the setbacks from the water well on the property and the water wells on the adjacent properties.

PLANNING: (Approved with Conditions)

Change the plat name to Carrollwood Addition, Section 3. [Informational]

Legal description should read, “Being a 31.58-tract of land out of Section 24, Block 40, T-2-S T&P RR Co. Survey, Midland County, Texas.” [Informational]

Provide volume/page number of abutting property owners. [Informational]

Staff recommends approval of the Preliminary Plat of Carrollwood Addition, Section 2, subject to conditions A and B.

Conditions:

A. **Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas.**

B. **Approval by the City Council shall be required prior to consideration of a final plat by the commission on which any preliminary plat which: Is ten hectares (25 acres) or more in area and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor; Midland City Code 11- 2-3(D)11(a)6.**

Attachments:

Proposed Preliminary Plat
Application
Map

Morris Williams Jr.

City Manager's Office

PRELIMINARY

CARROLLWOOD ADDITION SECTION 2,

PROPOSED PLAT OF CARROLLWOOD ADDITION, BEING A 31.58 ACRE TRACT OUT OF THE NORTHEAST QUARTER OF SECTION 24, BLOCK 40, T-2-S, T&P RR CO SURVEY, MIDLAND COUNTY, TEXAS

NOTES:

1. BEARINGS, DISTANCES AND ACREAGE SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

2. MONUMENTS ARE A 1/2 INCH REINFORCING BAR SET WITH YELLOW PLASTIC CAP STAMPED "SCHUMANN ENGINEERING" UNLESS OTHERWISE NOTED.

3. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

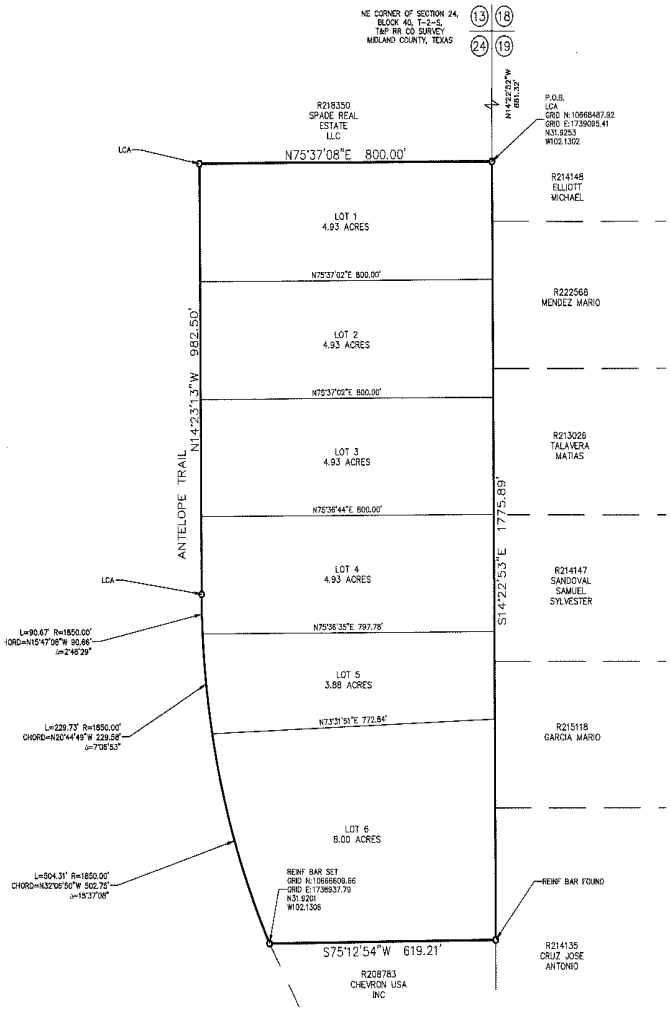
4. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.

5. INITIAL IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS. IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE BUILDING PERMIT PROCESS. ADDITIONAL IMPACT FEES OR INCREASE OF FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASES.

6. THE INSTALLATION OF PUBLIC IMPROVEMENTS MAY BE REQUIRED BY THE CITY OF MIDLAND AS SUCH TIME AS: (1) ANY LOT IS RE-PLATTED FOR SUBDIVISION INTO MORE THAN ONE TRACT OR (2) THE PROPERTY IS REZONED FOR A MORE INTENSIVE USE.

7. REPRESENTATION OF FLOODPLAIN BOUNDARIES ARE APPROXIMATE AND FOR ILLUSTRATIVE PURPOSES ONLY. ANY DEVELOPMENT WITHIN FLOODPLAIN AREAS WILL REQUIRE A FLOODPLAIN DEVELOPMENT PERMIT FROM THE CITY OF MIDLAND FLOODPLAIN ADMINISTRATOR.

8. ANY PERSON WHO DESIRES TO ERECT A NEW STRUCTURE OR REBUILD, REPLACE OR ENLARGE AN EXISTING STRUCTURE, ESTABLISH A NEW USE OR SUBSTANTIALLY CHANGE AN EXISTING USE IN THE AOZ-4 MUST APPLY FOR AND RECEIVE A PERMIT. A PERMIT SHALL BE GRANTED UNLESS THE NEW STRUCTURE OR THE NEW USE WOULD BE A HEIGHT HAZARD OR A PROHIBITED LAND USE AS SET FORTH IN SECTIONS 11-11-8, 11-11-9, AND TABLE 1 OF THIS CHAPTER OR WOULD OTHERWISE VIOLATE THIS CHAPTER. APPLICATIONS FOR PERMITS SHALL BE SUBMITTED TO AND ISSUED BY THE CITY OF MIDLAND BUILDING OFFICIAL.



LEGEND:

- O — MONUMENT AS DESCRIBED
- ——— PROPERTY LINE
- — — ADJOINING PROPERTIES
- — — SECTION LINE
- ----- UTILITY EASEMENT

STATE OF TEXAS §
COUNTY OF MIDLAND §

WHEREAS, WE ARE THE RECORD OWNER(S) OF A TRACT OF LAND SITUATED IN THE NORTHEAST/4 OF SECTION 24, BLOCK 40, T-2-S, T & P, RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED HEREON.

FIELD NOTE DESCRIPTION OF A 31.58 ACRE TRACT OF LAND, OUT OF THE NORTHEAST/4 OF SECTION 24, BLOCK 40, T-2-S, T & P, RR CO. SURVEY, MIDLAND COUNTY, TEXAS. SAID 31.58 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A REINF BAR FOUND (N:10668487.92, E:1739095.41) "LCA" FOR THE NORTHEAST CORNER OF THIS TRACT, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 24 BEARS NORTH 14°22'52" WEST 881.32 FEET;

THENCE SOUTH 14°22'52" EAST 1775.89 FEET TO A REINF BAR FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 75°12'54" WEST 619.21 FEET TO A REINF BAR SET IN THE EAST RIGHT OF WAY OF ANTELOPE TRAIL ROAD FOR THE SOUTHWEST CORNER OF THIS TRACT AND THE BEGINING OF A CURVE;

THENCE 824.71' ALONG A CURVE WITH A RADIUS OF 1850.00' AND A DELTA ANGLE OF 25°32'31", AND A CHORD BEARING OF SOUTH 27°09'09" WEST 817.90 FEET TO A 1/2" REINF BAR FOUND, "LCA" FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE NORTH 14°22'52" WEST 982.59 FEET TO A REINF BAR FOUND, "LCA" FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH 75°37'08" EAST 800.00 FEET TO THE PLACE OF BEGINNING.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT I DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS CARROLLWOOD ADDITION, SECTION 2, AN ADDITION OF 31.58 ACRES IN MIDLAND COUNTY, TEXAS, AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEY, AND EASEMENTS, (AND PARKWAYS) SHOWN HEREON.

WITNESS MY HAND AT MIDLAND, TEXAS, THIS ____ DAY OF _____, 2023.

_____
DAHLIA DEVELOPMENT, LLC

STATE OF TEXAS §
COUNTY OF MIDLAND §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS_____DAY OF_____, 2023, BY DAHLIA DEVELOPMENT, LLC

_____
NOTARY PUBLIC
MIDLAND COUNTY, TEXAS

CERTIFICATE OF APPROVAL

FOR APPROVAL BY THE DIRECTOR OF DEVELOPMENT SERVICES:

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF CARROLLWOOD ADDITION, SECTION 2, WAS APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, ON THIS ___ DAY OF _____, 2023.

SIGNED: _____
CHAIRMAN LUCY SISNIEGA

ATTEST: _____
SECRETARY JEFF FISHER

OWNER(S):

DAHLIA DEVELOPMENT, LLC,
P.O. BOX 50910
MIDLAND, TX 79710-0910

THAT I, RJ DAUM, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MIDLAND, TEXAS.

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO. _____ CABINET ____
DATE _____ PAGE _____

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES:

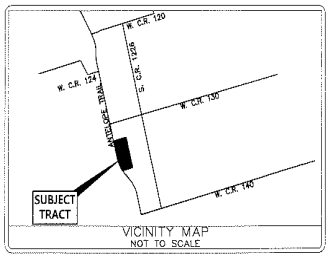
SIGNED: _____
ONCOR ELECTRIC DELIVER COMPANY

SIGNED: _____
AT&T TEXAS

SIGNED: _____
ATMOS ENERGY

SIGNED: _____
OPTIMUM COMMUNICATIONS

SIGNED: _____
ASTOUND COMMUNICATIONS



GRAPHIC SCALE
0 200 400
(1 INCH = 200' FEET)

RJ DAUM
TEXAS RPLS 4826

NO.	DATE	DESCRIPTION	BY

DRAWN BY: JG DATE: 08/07/2023
CHECKED BY: ED/RJ PROJECT NO.: 79400
JOB NO.: 79,400 SHEET: 1 OF 1

SCHUMANN
A LATERAL LAND COMPANY
LAND SURVEYING
TEXAS FIRM No. 10149500
800 N. MARIENFIELD STREET
SUITE 100
MIDLAND, TEXAS 79701
Office (432) 684-3547

CARROLLWOOD ADDITION, SECTION 2

D

MIDLAND Planning Division

Preliminary Plat Application

Project Number: SUB-250067

Case Number: _____

Proposed Subdivision Plat Name: CARROLLWOOD ADDITION, SECTION 2

Legal Description (attached sealed Metes and Bounds): PROPOSED PLAT OF CARROLLWOOD ADDITION, SECTION 2, BEING A 31.58 ACRE TRACT OF LAND OUT OF THE NORTHEAST QUARTER OF SECTION 24, BLOCK 40, T-2-S, T&P RR CO SURVEY MIDLAND COUNTY, TEXAS

Property Owner Printed Name: DAHLIA DEVELOPMENT, LLC,		Phone ( ) Email NA	
Address P.O. BOX 50910	City MIDLAND	State TX	Zip 79710-0910

Developer *(if different than Owner)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Representative *(if acting as Agent, see affidavit on page 2)* Firm: SCHUMANN SURVEYING, INC. Printed Name: EDUARDO ALEMAN		Phone (432) 684-5548 Email ealeman@schumannonline.net	
Address 800 N. MARENFELD STREET	City MIDLAND	State TX	Zip 79701

Current Zoning: _____

Reason for Platting: TO OBTAIN SEPTIC PERMITS AND ADDRESSES

Plat Information	Total Acreage: 31.58
Type: ☐ Single-Family Residential ☐ Multi-Family Residential ☐ Commercial ☑ Extraterritorial Jurisdiction (ETJ)	
Number of Lots: 6	Number of Multi-family Dwelling Units:

Submittal and Fees

Items to be submitted with this application form:

- 1 FOLDED Copy of Dimensioned Plat
- 1 Extra Copy (11x17)
- Digital Files (JPEG & PDF)
- Application Fee – Payable to the 'City of Midland'

Request for a Development Agreement

Do you expect to request a development agreement with the City? ☐ Yes ☐ No

If yes, contact the City Engineer at (432) 685-7286

Mylar Reproductions

This application authorizes the City to file the approved plat and associated documents with the County Clerk for recording. This application also authorizes the City to reproduce 1 mylar copy of the approved plat at the expense of the engineering firm/applicant for the City's records if needed. (Applicant can submit additional signed mylar instead of reproduction.)

☐ Applicant would like a reproduction made for their records

☐ Applicant does not want a reproduction/will make their own

Recording Fee (Payable to 'Midland County Clerk')

For plats 18" to 24" $61.00

For plats that exceed 24" $81.00

For related documents, $26.00 for first page, $4.00 for each additional page

Signature *(by property owner only – authorized agent must sign affidavit below)*

Property Owner (signature): [signature] Date: 8/21/2023

Property Owner (printed): Reid Redmann

The Final Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Ed Hernay who, being by me duly sworn, upon oath says: That (s)he is authorized by Reid Redmann, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

[signature]
Authorized Agent (signature)

Subscribed and sworn to before me, this 21st day of August, 2023, to certify which witness my hand and seal of office

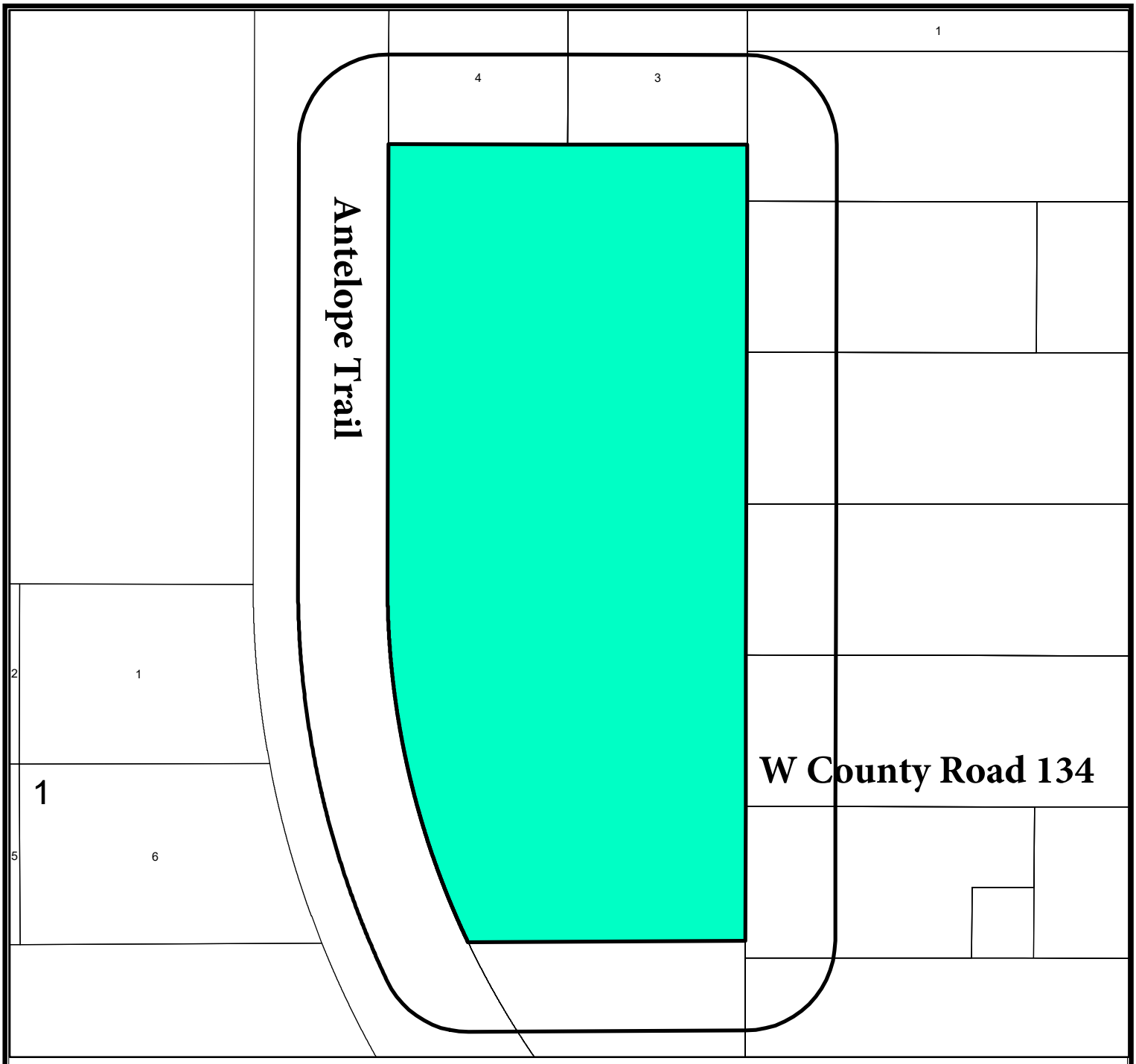
HUNTER WAYNE HALL
Notary Public, State of Texas
Comm. Expires 06-06-2024
Notary ID 132509132

[signature]
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ 1 Copy of Dimensioned Plat	☐ Plat in Digital Format (PDF/JPEG)
☐ Mylar	☐ 1 Copy of Plat (11x17)	☐ CADD File
☐ Application Fee	☐ Title Opinion	☐ Public Improvement
Check # [illegible]	☐ Tax Certificates	☐ Recording Fee
		Check #
Received By: Daniel Humbert		Date: 8 22 23

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

P-23-1758 **Scale: 1" = 3,831'**

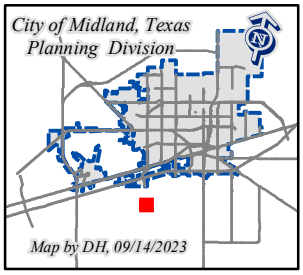
Carrollwood Addition, Section 2, being a 31.58-acre tract of land out of Section 24, Block 40, T-2-S T&P RR Co. Survey, Midland County, Texas.

Generally located on the east side of Antelope Trail, approximately 2,790-feet north of West County Road 140 (Extraterritorial Jurisdiction)

PACKET 2nd

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY NOR IS IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

October 10, 2023

City Council Meeting

Item Number: 22

Meeting Date: September 26, 2023, October 10, 2023

To: City Council / City Manager

From: Jeffrey Fisher, Planning Manager

Subject: AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 54.008-ACRE TRACT OF LAND OUT OF SECTION 42, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED APPROXIMATELY 1,550 FEET SOUTH OF STATE HIGHWAY 191, AND APPROXIMATELY 1,725 FEET EAST OF FARM-TO-MARKET ROAD 1788); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT: NONE) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Permian Basin Behavioral Health Center, is requesting an annexation of a 54.008-acre tract of land, located in Section 42, Block 40, T-1-S, T&P, RR Co. Survey, Midland County, Texas.

Recommended City Council Action:

Approve

Fiscal Impact:

No city funds are required to process this request.

Discussion:

The proposed annexation will allow the provision of City services to the property. This is considered a voluntary annexation.

The property to the north is zoned RR, Regional Retail, and the location of the UTPB Engineering

Campus. The properties to the east, south, and west, and are outside the City Limits in the City's Extraterritorial Jurisdiction and are vacant.

On August 8, 2023, the service agreement between the City and the petitioner was executed. This is the next step in the annexation process.

This project has been circulated to all respective departments for internal review and received no objections.

Engineering: (Approved)

No objection to zoning. [For the Applicant's information only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objections. [For the Applicant's information only.]

Fire: (Approved)

No objections.

Building Code: (Approved)

No issues. All future structures must adhere to the .2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC No issues. requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Oil and Gas: (Approved)

No Oil & Gas well concerns. Informational: No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat. Please note if oil & gas wells are not identified or left off plat, this could prevent receiving city permits for structures. Any plugged and abandoned (P&A) well would need to be identified. No structure shall be built over an abandoned well.

GIS: (Approved)

No comments.

Planning:

The property is located within the Air & Space Port Area of the Tall City of Tomorrow Comprehensive Plan. Policies in this area state that areas north of the airport should be protected for future development, with development in the near term being done in a way that does not limit the future economic development potential of the area. The proposed RR, Regional Retail District zoning is compatible with these policies, allowing a wide range of uses that support economic growth. An AOZ-4 waiver must be received prior to construction.

On August 21, 2023, the Planning and Zoning Commission recommended approval of the associated initial zoning to RR, Regional Retail District, and the applicant is going through the platting process.

Staff recommends approval of this annexation as it will allow an underlying zoning of RR, Regional Retail District which will facilitate development consistent with these policies.

Letters of Objection:

As of September 13, 2023, staff has received no letters of objection to this request.

Attachments:

Petition (Exhibit A)
Application
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 54.008-ACRE TRACT OF LAND OUT OF SECTION 42, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED APPROXIMATELY 1,550 FEET SOUTH OF STATE HIGHWAY 191, AND APPROXIMATELY 1,725 FEET EAST OF FM 307); PROVIDING FOR SERVICE PLAN AND PUBLIC HEARING; ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, a public hearing before the City Council of the City of Midland, Texas, a home rule municipal corporation, was held in the City Council Chamber on September 26, 2023, during which all interested persons were provided an opportunity to be heard on the proposed annexation of the hereinafter described territory; and

WHEREAS, notice of the public hearing was published in a newspaper having general circulation in the City of Midland, Texas, and in the below described territory, on September 8, 2023; and

WHEREAS, notice of the public hearing was posted on the City of Midland, Texas' Internet website on September 12, 2023, and the notice remained posted until the date of the public hearing; and

WHEREAS, all required notices of the proposed annexation and the public hearing were given in accordance with applicable laws; and

WHEREAS, the City of Midland has entered into a written agreement with the owner(s) of the hereinafter described territory for the provision of services in said area;

SECTION ONE. That the following described property adjoining the present boundary lines of the City of Midland, Texas, be and the same is hereby annexed to and incorporated within the boundary of the City of Midland, Texas:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

Being a 54.008-acre tract of land out of Section 42, Block 40, T-1-S, T&P RR

Co. Survey, Midland County, Texas, and being more fully described by metes and bounds in the petition for annexation attached hereto as Exhibit "A" and incorporated herein by reference for all legal purposes.

SECTION TWO. That this ordinance shall be published in the official newspaper of the City of Midland, Texas, and the same shall not be effective until after the publication thereof.

SECTION THREE. That the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for the purpose of recording in the Deed Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading by the following vote upon 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 on motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT

AND COMPLETENESS:

_____

Rolandrea Russell, Interim Director of Development Services

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

EXHIBIT "A"

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Permian Basin Behavioral Health Center ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

Russell Meyers
Printed Name

President
Title

THE STATE OF TX §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 11th day of July, 2023, by Russell Meyers in the capacity herein stated.

MY COMMISSION EXPIRES

3-13-2025

Linda D Oneal
Notary Public, State of TX

LINDA D. ONEAL
My Notary ID # 131041371
Expires March 13, 2025

A 54.008-ACRE TRACT OF LAND IN SECTION 42, BLOCK 40, T-1-S, T. & P. RR. CO. SURVEY, MIDLAND COUNTY, TEXAS

A 54.008-acre tract of land in Section 42, Block 40, Township 1-South, T. & P. RR. Co. Survey, Abstract No. 802, Midland County, Texas, being a portion of that certain 3294.00-acre tract of land conveyed to Diamondback O&G, LLC, described as "Tract C" in a special warranty deed recorded in Instrument #2014-19954 of the Official Public Records of Midland County, Texas, said 54.008-acre tract being further described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set in the west line of said "Tract C", for the most westerly northwest corner of this tract, said beginning point having coordinates of NORTHING: 10,683,246.11 and EASTING: 1,703,474.95, Texas Coordinate System, Central Zone 4203, North American Datum of 1983, whence the northwest corner of said Section 42 bears *South 75 degrees 55 minutes 12 seconds West* a distance of 1338.25 feet and *North 14 degrees 04 minutes 48 seconds West* a distance of 4110.74 feet, per calls in previous deeds, and a 1/2-inch iron rod with a plastic cap marked "PLS 1974" found in the south line of a 40.0-acre tract conveyed to the Board of Regents of the University of Texas System, described in a donation deed recorded in Volume 2792, Page 776 of the Official Public Records of Midland County, Texas, at a point of intersection in the west line of said "Tract C" bears *North 14 degrees 06 minutes 26 seconds West* a distance of 1584.38 feet;

(1) THENCE *North 75 degrees 53 minutes 34 seconds East* a distance of 300.00 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set at a point of intersection for an ell corner of this tract;

(2) THENCE *North 14 degrees 06 minutes 26 seconds West* a distance of 1724.29 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set in the north line of said "Tract C", same being the south line of said 40.0-acre tract, at a point of intersection for the most northerly northwest corner of this tract, whence said 1/2-inch iron rod with plastic cap marked "PLS 1974" bears *South 50 degrees 53 minutes 27 seconds West* a distance of 331.02 feet and a 1/2-inch iron rod with a plastic cap marked "LCA ODESSA" found at the southwest corner of said 40.0-acre tract bears *South 50 degrees 53 minutes 27 seconds West* a distance of 610.78 feet;

(3) THENCE *North 50 degrees 53 minutes 27 seconds East*, along the south line of said 40.0-acre tract, a distance of 286.93 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the most northerly northeast corner of this tract, whence a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the southeast corner of said 40.0-acre tract bears *North 50 degrees 53 minutes 27 seconds East* a distance of 542.13 feet;

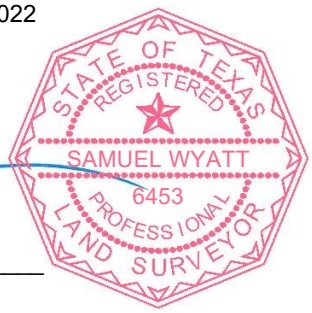
(4) THENCE *South 75 degrees 06 minutes 26 seconds East* a distance of 1253.03 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the most easterly northeast corner of this tract;

(5) THENCE *South 14 degrees 06 minutes 26 seconds East* a distance of 1358.08 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the southeast corner of this tract;

(6) THENCE *South 75 degrees 53 minutes 34 seconds West* a distance of 1655.97 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set in the west line of said "Tract C" for the southwest corner of this tract, whence a 1/2-inch iron rod found in the west line of said "Tract C" bears *South 14 degrees 06 minutes 26 seconds East* a distance of 2433.38 feet;

(7) THENCE *North 14 degrees 06 minutes 26 seconds West*, along the west line of said "Tract C", a distance of 120.00 feet to the **POINT OF BEGINNING**. Bearings, coordinates, distance and areas called in this description are at grid, based on the Texas Coordinate System, Central Zone 4203, North American Datum of 1983. This survey is subject to any facts which may be disclosed by a full and accurate title search. Record documents other than those shown may affect these tracts.

Surveyed on the ground: September 14, 2022
Signed: September 24, 2022



Samuel Wyatt, RPLS 6453

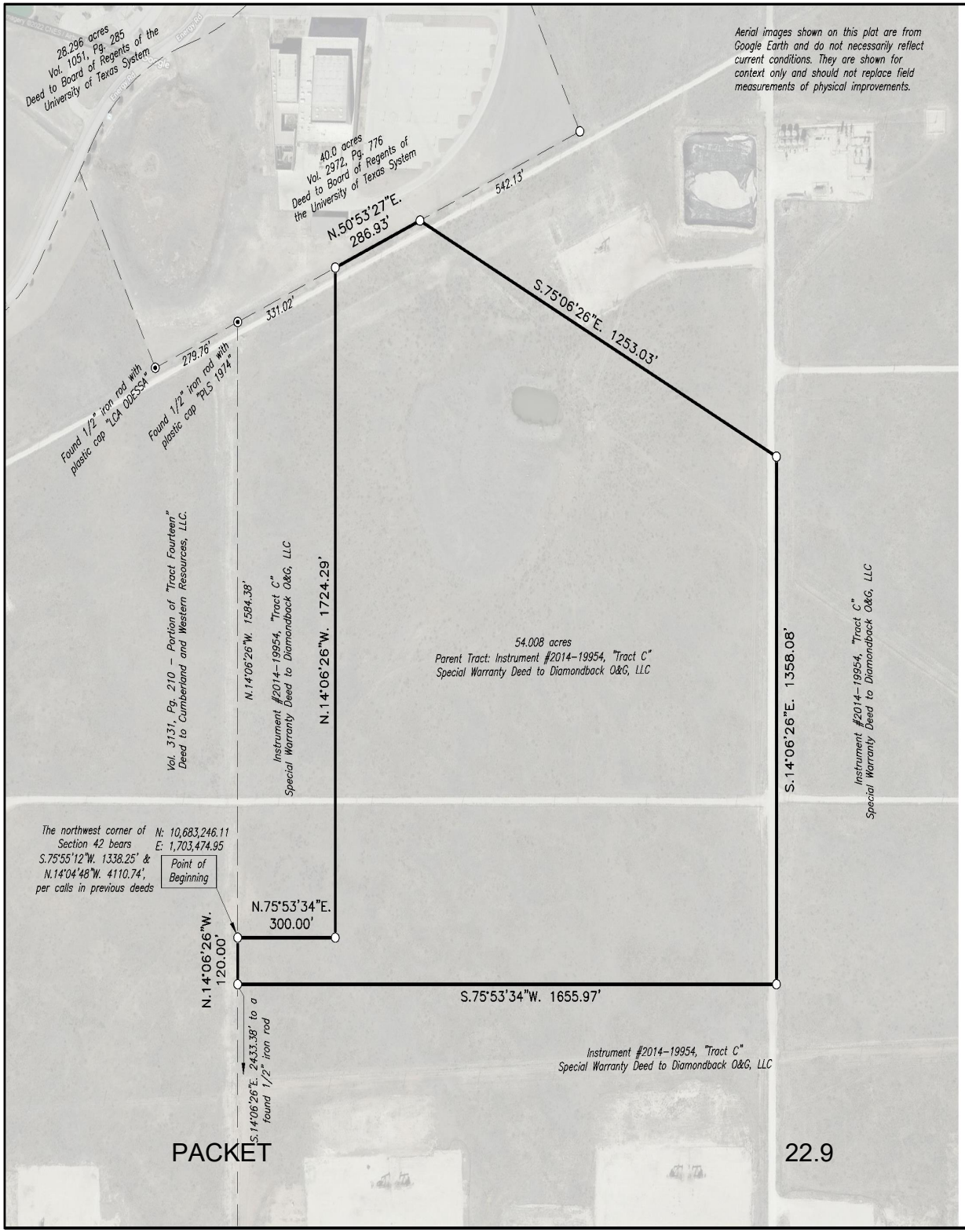


EXHIBIT A

A 54.008-ACRE TRACT IN SECTION 42, BLOCK 40, T-1-S, MIDLAND COUNTY, TEXAS

PARENT TRACT: INSTRUMENT NUMBER 2014-19954,
OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS

NORTH

0 300' 600' 900' 1200' 1500'

LEGEND:

SCALE: 1" = 300'

○ = SET 1/2" IRON ROD WITH CAP "PARKHILL RPLS 6453".

⊙ = FOUND 1/2" IRON ROD WITH CAP

● = FOUND 1/2" IRON ROD

SURVEYOR'S REPORT:

BEARINGS, COORDINATES, DISTANCES AND AREAS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83.

THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.

MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.

FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

THIS PLAT IS INVALID UNLESS IT BEARS THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE.

A METES AND BOUNDS DESCRIPTION OF THIS TRACT IS SHOWN ON A SEPARATE DOCUMENT ATTACHED HEREWITH.

THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED: SEPTEMBER 14, 2022
SIGNED: SEPTEMBER 24, 2022

STATE OF TEXAS
REGISTERED
SAMUEL WYATT
6453
PROFESSIONAL
LAND SURVEYOR

SAMUEL WYATT
R.P.L.S. 6453

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Permian Basin Behavioral Health Center ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

Russell Meyers
Printed Name

President
Title

THE STATE OF TX §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 11th day of July, 2023, by Russell Meyers in the capacity herein stated.

MY COMMISSION EXPIRES

3-13-2025

Linda D Oneal
Notary Public, State of TX

LINDA D. ONEAL
My Notary ID # 131041371
Expires March 13, 2025

A 54.008-ACRE TRACT OF LAND IN SECTION 42, BLOCK 40, T-1-S, T. & P. RR. CO. SURVEY, MIDLAND COUNTY, TEXAS

A 54.008-acre tract of land in Section 42, Block 40, Township 1-South, T. & P. RR. Co. Survey, Abstract No. 802, Midland County, Texas, being a portion of that certain 3294.00-acre tract of land conveyed to Diamondback O&G, LLC, described as "Tract C" in a special warranty deed recorded in Instrument #2014-19954 of the Official Public Records of Midland County, Texas, said 54.008-acre tract being further described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set in the west line of said "Tract C", for the most westerly northwest corner of this tract, said beginning point having coordinates of NORTHING: 10,683,246.11 and EASTING: 1,703,474.95, Texas Coordinate System, Central Zone 4203, North American Datum of 1983, whence the northwest corner of said Section 42 bears *South 75 degrees 55 minutes 12 seconds West* a distance of 1338.25 feet and *North 14 degrees 04 minutes 48 seconds West* a distance of 4110.74 feet, per calls in previous deeds, and a 1/2-inch iron rod with a plastic cap marked "PLS 1974" found in the south line of a 40.0-acre tract conveyed to the Board of Regents of the University of Texas System, described in a donation deed recorded in Volume 2792, Page 776 of the Official Public Records of Midland County, Texas, at a point of intersection in the west line of said "Tract C" bears *North 14 degrees 06 minutes 26 seconds West* a distance of 1584.38 feet;

(1) THENCE *North 75 degrees 53 minutes 34 seconds East* a distance of 300.00 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set at a point of intersection for an ell corner of this tract;

(2) THENCE *North 14 degrees 06 minutes 26 seconds West* a distance of 1724.29 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set in the north line of said "Tract C", same being the south line of said 40.0-acre tract, at a point of intersection for the most northerly northwest corner of this tract, whence said 1/2-inch iron rod with plastic cap marked "PLS 1974" bears *South 50 degrees 53 minutes 27 seconds West* a distance of 331.02 feet and a 1/2-inch iron rod with a plastic cap marked "LCA ODESSA" found at the southwest corner of said 40.0-acre tract bears *South 50 degrees 53 minutes 27 seconds West* a distance of 610.78 feet;

(3) THENCE *North 50 degrees 53 minutes 27 seconds East*, along the south line of said 40.0-acre tract, a distance of 286.93 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the most northerly northeast corner of this tract, whence a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the southeast corner of said 40.0-acre tract bears *North 50 degrees 53 minutes 27 seconds East* a distance of 542.13 feet;

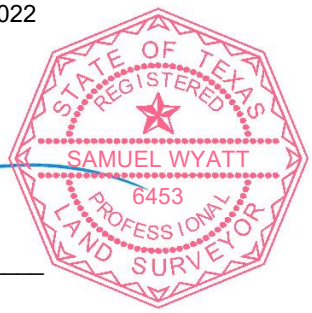
(4) THENCE *South 75 degrees 06 minutes 26 seconds East* a distance of 1253.03 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the most easterly northeast corner of this tract;

(5) THENCE *South 14 degrees 06 minutes 26 seconds East* a distance of 1358.08 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the southeast corner of this tract;

(6) THENCE *South 75 degrees 53 minutes 34 seconds West* a distance of 1655.97 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set in the west line of said "Tract C" for the southwest corner of this tract, whence a 1/2-inch iron rod found in the west line of said "Tract C" bears *South 14 degrees 06 minutes 26 seconds East* a distance of 2433.38 feet;

(7) THENCE *North 14 degrees 06 minutes 26 seconds West*, along the west line of said "Tract C", a distance of 120.00 feet to the **POINT OF BEGINNING**. Bearings, coordinates, distance and areas called in this description are at grid, based on the Texas Coordinate System, Central Zone 4203, North American Datum of 1983. This survey is subject to any facts which may be disclosed by a full and accurate title search. Record documents other than those shown may affect these tracts.

Surveyed on the ground: September 14, 2022
Signed: September 24, 2022



Samuel Wyatt, RPLS 6453

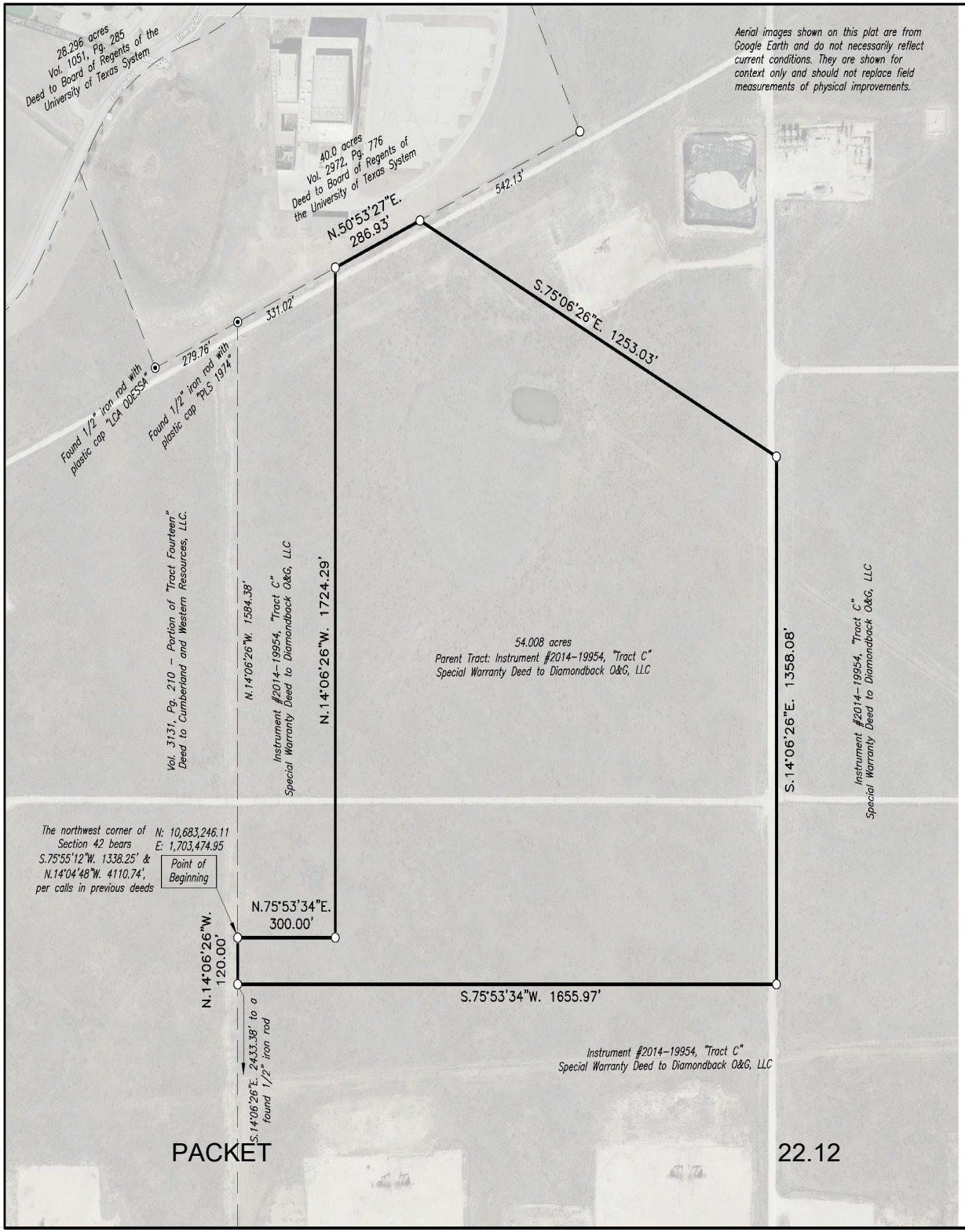


EXHIBIT A

A 54.008-ACRE TRACT IN SECTION 42, BLOCK 40, T-1-S, MIDLAND COUNTY, TEXAS

PARENT TRACT: INSTRUMENT NUMBER 2014-19954,
OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS

NORTH

0 300' 600' 900' 1200' 1500'

LEGEND:

SCALE: 1" = 300'

○ = SET 1/2" IRON ROD WITH CAP "PARKHILL RPLS 6453".

⊙ = FOUND 1/2" IRON ROD WITH CAP

● = FOUND 1/2" IRON ROD

SURVEYOR'S REPORT:

BEARINGS, COORDINATES, DISTANCES AND AREAS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83.

THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.

MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.

FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

THIS PLAT IS INVALID UNLESS IT BEARS THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE.

A METES AND BOUNDS DESCRIPTION OF THIS TRACT IS SHOWN ON A SEPARATE DOCUMENT ATTACHED HEREWITH.

THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED: SEPTEMBER 14, 2022
SIGNED: SEPTEMBER 24, 2022

STATE OF TEXAS
REGISTERED
SAMUEL WYATT
6453
PROFESSIONAL
LAND SURVEYOR

SAMUEL WYATT
R.P.L.S. 6453

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

MIDLAND
Planning Division

Annexation/Initial Zoning Application

Project Number: A-23-0337

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Russell Meyers		Phone 432-661-8000 Email russellmeyers@midlandmemorialfoundation.org	
Address PO Box 61950	City Midland	State TX	Zip 79705

Property Owner Printed Name: Permian Basin Behavioral Health Center		Phone 432-661-8000 Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: Dunaway Printed Name: Tim Hair		Phone 432-699-4889 Email thair@dunaway.com	
Address 4000 N. Big Spring Street Suite 101	City Midland	State TX	Zip 79705

Street Address: Section 42, Block 40, T-1-S Midland County Texas

Legal Description
Lot: Block: Subdivision:

Current Zoning: N/A

Proposed Zone: RR
(List by tracts if more than one district is requested)

Reason for Annexation/Zone Change Request: Subject property is the site for the future Permian Basin Behavioral Health Center.
The Behavioral Health Center will include both hospital and office uses, with adjacent Regional Retail

Present Use of Property: Undeveloped/Vacant

Proposed Use of Property: Mental Health Hospital; Special Use Designation will be requested separately.

How would this annexation/zone change affect the public health, safety and welfare?
It would enable the construction of a significant regional health facility, bringing increased mental health care capacity and new modalities to the Permian Basin.

Describe how this annexation/zone change will affect adjacent properties:
Adjacent properties are mostly undeveloped. UT Permian Basin shares a small segment of property l

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 7/11/23
Applicant (printed): Russell Meyers	
Property Owner (signature):	Date: 7/11/23
Property Owner (printed) : Russell Meyers	

The Annexation/Initial Zoning 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 Russell Meyers who, being by me duly sworn, upon oath says: That (s)he is authorized by Permian Basin Behavioral Health Center, 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 11th day of July, 2023, to certify which witness my hand and seal of office.

LINDA D. ONEAL
My Notary ID # 131041371
Expires March 13, 2025

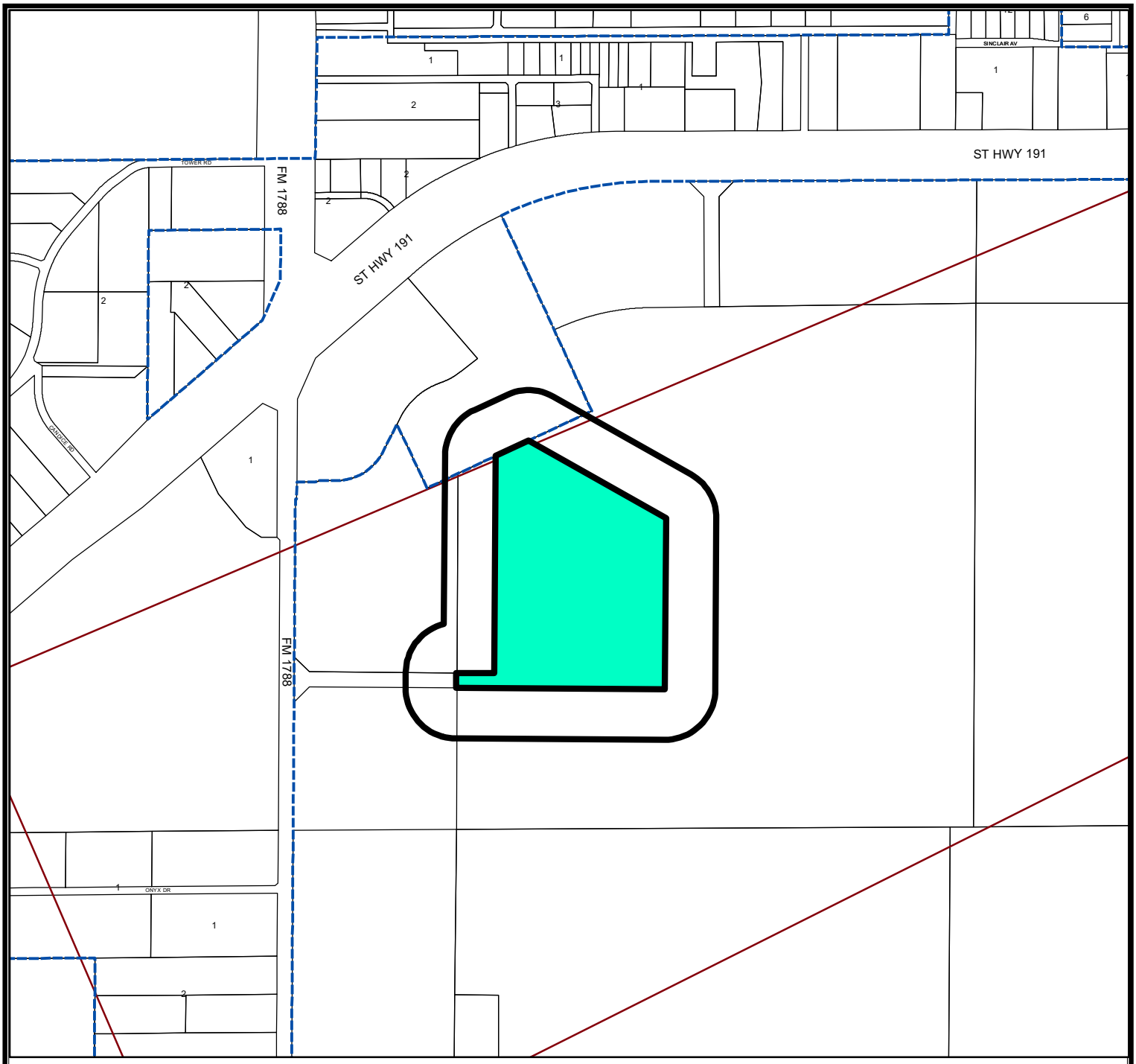
Linda D Oneal

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Metes and Bounds (Sealed by Surveyor)
☑ Application Fee	☑ Files in Digital Format (PDF/JPEG)
Check #_____	☑ Petition
Received By: Jeff Fisher	Date: 7-24-2023

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

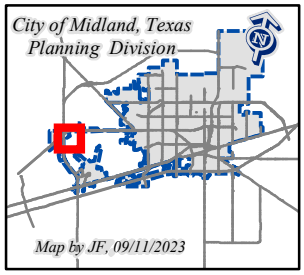
A-23-0037 **Scale: 1" = 200'**

A 54.008-acre tract of land located in Section 42, Block 40, T-1-S, T&P RR. Co Survey, Midland County, Texas.

Generally located approximately 1,550-feet south of State Highway 191 and approximately 1,725-feet east of North Farm-to-Market Road 1788. (District: None)

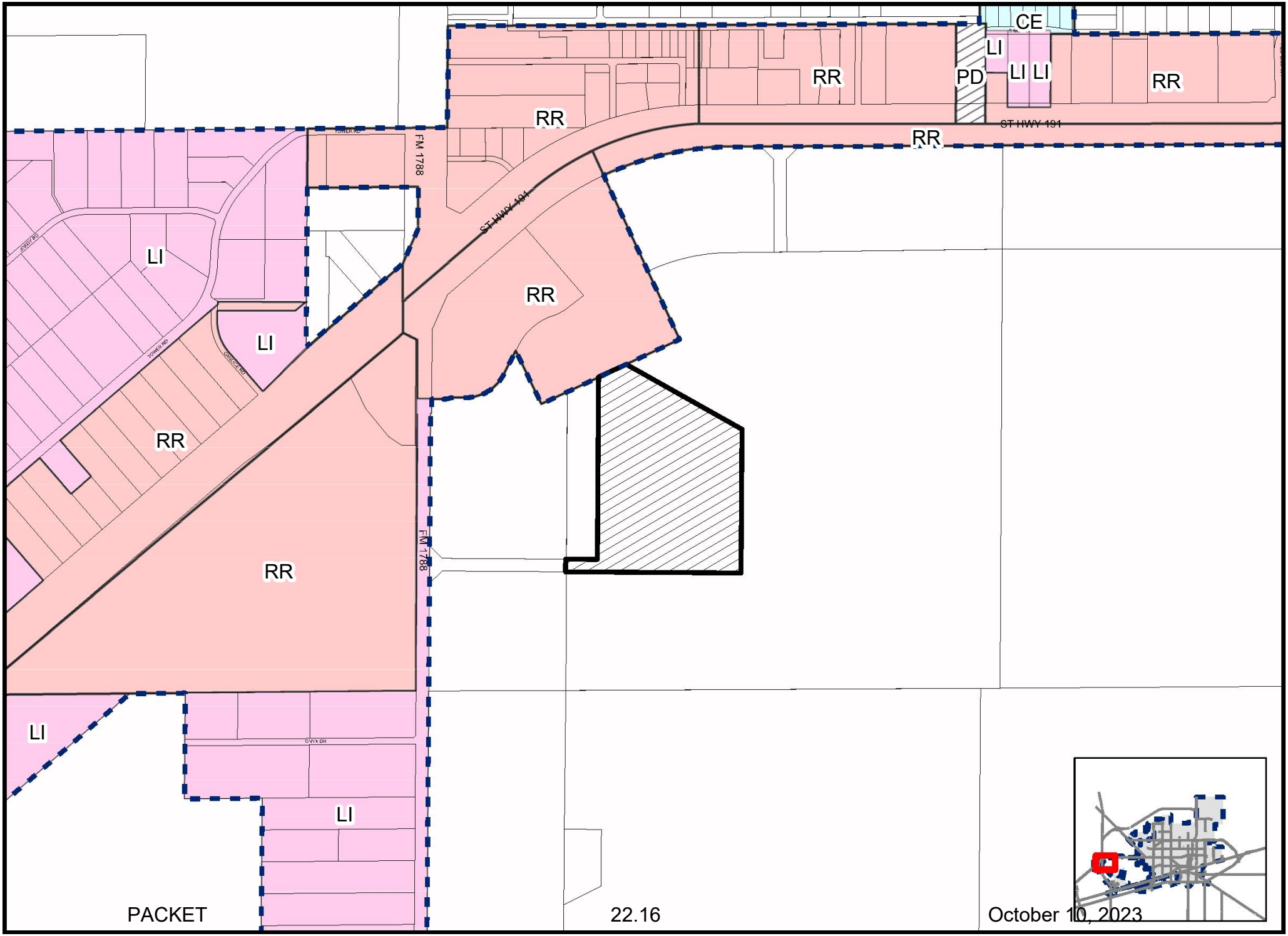
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

October 10, 2023



Map By JF, 9/11/2023

A-23-0037

Scale: 1" = 200'

ZONING MAP

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OF
UCT, NOR IS IT DESIGNED
INFORMATION CONTAINED
THE USE OF THIS DATA.

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City Council Meeting

Item Number: 23

Meeting Date: September 26, 2023

To: City Council / City Manager

From: Jeffrey Fisher, Planning Manager

Subject: AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 54.008-ACRE TRACT OF LAND OUT OF SECTION 42, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED APPROXIMATELY 1,550 FEET SOUTH OF STATE HIGHWAY 191, AND APPROXIMATELY 1,725 FEET EAST OF FARM-TO-MARKET ROAD 1788; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT: NONE) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Permian Basin Behavioral Health Center, is requesting the initial zoning of RR, Regional Retail District on a 54.008-acre tract of land out of Section 42, Block 40, T-1-S, T&P, RR Co. Survey, Midland County, Texas, located southeast of Farm-to-Market Road 1788 and State Highway 191.

Recommended City Council Action:

Approve

Fiscal Impact:

No city funds are required to process this request.

Discussion:

The applicant, Permian Basin Behavioral Health Center, is requesting the initial zoning of

annexed land to RR, Regional Retail District.

The property to the north is zoned RR, Regional Retail, and the location of the UTPB Engineering Campus. The properties to the east, south, and west, and are outside the City Limits in the City's Extraterritorial Jurisdiction and are vacant.

This proposed initial zoning has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Engineering: (Approved)

No objection to zoning. [For the Applicant's information only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Fire: (Approved)

No objections.

Code Administration: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Oil and Gas: (Approved)

No Oil & Gas well concerns. Informational: No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat. Please note if oil & gas wells are not identified or left off plat, this could prevent receiving city permits for structures. Any plugged and abandoned (P&A) well would need to be identified. No structure shall be built over an abandoned well.

Planning:

The property is located within the Air & Space Port Area of the Tall City of Tomorrow Comprehensive Plan. Policies in this area state that areas north of the airport should be protected for future development, with development in the near term being done in a way that does not limit the future economic development potential of the area. The proposed RR, Regional Retail District zoning is compatible with these policies, allowing a wide range of uses that support economic growth. An AOZ-4 waiver must be received prior to construction.

On August 21, 2023, the Planning and Zoning Commission recommended approval of the initial zoning to RR, Regional Retail District, and the applicant is going through the platting process.

Staff recommends approval of this initial zoning of RR, Regional Retail District, subject to Condition A.

Condition:

A. That the use and development of this property shall conform to the regulations of the RR, Regional Retail District.

Letters of Objection:

As of September 13, 2023, staff has received no letters of objection to this request.

Attachments:

Petition (Exhibit A)
Application
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 54.008-ACRE TRACT OF LAND OUT OF SECTION 42, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED APPROXIMATELY 1,550 FEET SOUTH OF STATE HIGHWAY 191, AND APPROXIMATELY 1,725 FEET EAST OF FARM-TO-MARKET ROAD 1788; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, notice has been given to all parties in interest and citizens by publication in the official newspaper and otherwise of a public hearing to be held before the City Council on September 26, 2023 (the "Hearing Date"), to consider an amendment to the Zoning District Map of the City of Midland, Texas, so as to establish the initial zoning classification of the property described in Section One hereof as an RR, Regional Retail District, as set out in Title XI, Chapter 1 of the City Code of Midland, Texas; and

WHEREAS, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard, and after considering among other things, the character of the property involved and the surrounding area and its peculiar suitability for particular uses; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout such municipality, the Council finds it to be in the best interest of the health, safety, morals and general welfare of the City of Midland to amend the Zoning District Map accordingly;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the initial zoning classification of the area indicated

Exhibit “A”, attached hereto and incorporated herein by reference, is hereby established as

an RR, Regional Retail District, and the Zoning District Map of the City of Midland, Texas,

is hereby amended to reflect the establishment of this initial zoning classification.

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 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 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).

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the ___day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

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.

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

Council members voting "AYE":

member _____, on the ___ day of _____, A.D., 2023, at a regular meeting

Council members voting "NAY":

of the City Council:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____

Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT

AND COMPLETENESS:

_____

Rolandrea Russell, Interim Director of Development Services

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

EXHIBIT "A"

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Permian Basin Behavioral Health Center ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

Russell Meyers
Printed Name

President
Title

THE STATE OF TX §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 11th day of July, 2023, by Russell Meyers in the capacity herein stated.

MY COMMISSION EXPIRES

3-13-2025

Linda D Oneal
Notary Public, State of TX

LINDA D. ONEAL
My Notary ID # 131041371
Expires March 13, 2025

A 54.008-ACRE TRACT OF LAND IN SECTION 42, BLOCK 40, T-1-S, T. & P. RR. CO. SURVEY, MIDLAND COUNTY, TEXAS

A 54.008-acre tract of land in Section 42, Block 40, Township 1-South, T. & P. RR. Co. Survey, Abstract No. 802, Midland County, Texas, being a portion of that certain 3294.00-acre tract of land conveyed to Diamondback O&G, LLC, described as "Tract C" in a special warranty deed recorded in Instrument #2014-19954 of the Official Public Records of Midland County, Texas, said 54.008-acre tract being further described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set in the west line of said "Tract C", for the most westerly northwest corner of this tract, said beginning point having coordinates of NORTHING: 10,683,246.11 and EASTING: 1,703,474.95, Texas Coordinate System, Central Zone 4203, North American Datum of 1983, whence the northwest corner of said Section 42 bears *South 75 degrees 55 minutes 12 seconds West* a distance of 1338.25 feet and *North 14 degrees 04 minutes 48 seconds West* a distance of 4110.74 feet, per calls in previous deeds, and a 1/2-inch iron rod with a plastic cap marked "PLS 1974" found in the south line of a 40.0-acre tract conveyed to the Board of Regents of the University of Texas System, described in a donation deed recorded in Volume 2792, Page 776 of the Official Public Records of Midland County, Texas, at a point of intersection in the west line of said "Tract C" bears *North 14 degrees 06 minutes 26 seconds West* a distance of 1584.38 feet;

(1) THENCE *North 75 degrees 53 minutes 34 seconds East* a distance of 300.00 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set at a point of intersection for an ell corner of this tract;

(2) THENCE *North 14 degrees 06 minutes 26 seconds West* a distance of 1724.29 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set in the north line of said "Tract C", same being the south line of said 40.0-acre tract, at a point of intersection for the most northerly northwest corner of this tract, whence said 1/2-inch iron rod with plastic cap marked "PLS 1974" bears *South 50 degrees 53 minutes 27 seconds West* a distance of 331.02 feet and a 1/2-inch iron rod with a plastic cap marked "LCA ODESSA" found at the southwest corner of said 40.0-acre tract bears *South 50 degrees 53 minutes 27 seconds West* a distance of 610.78 feet;

(3) THENCE *North 50 degrees 53 minutes 27 seconds East*, along the south line of said 40.0-acre tract, a distance of 286.93 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the most northerly northeast corner of this tract, whence a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the southeast corner of said 40.0-acre tract bears *North 50 degrees 53 minutes 27 seconds East* a distance of 542.13 feet;

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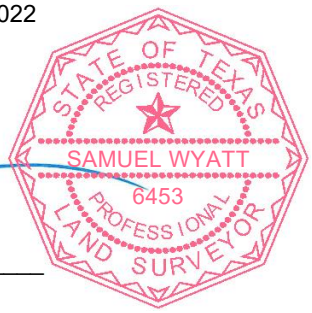
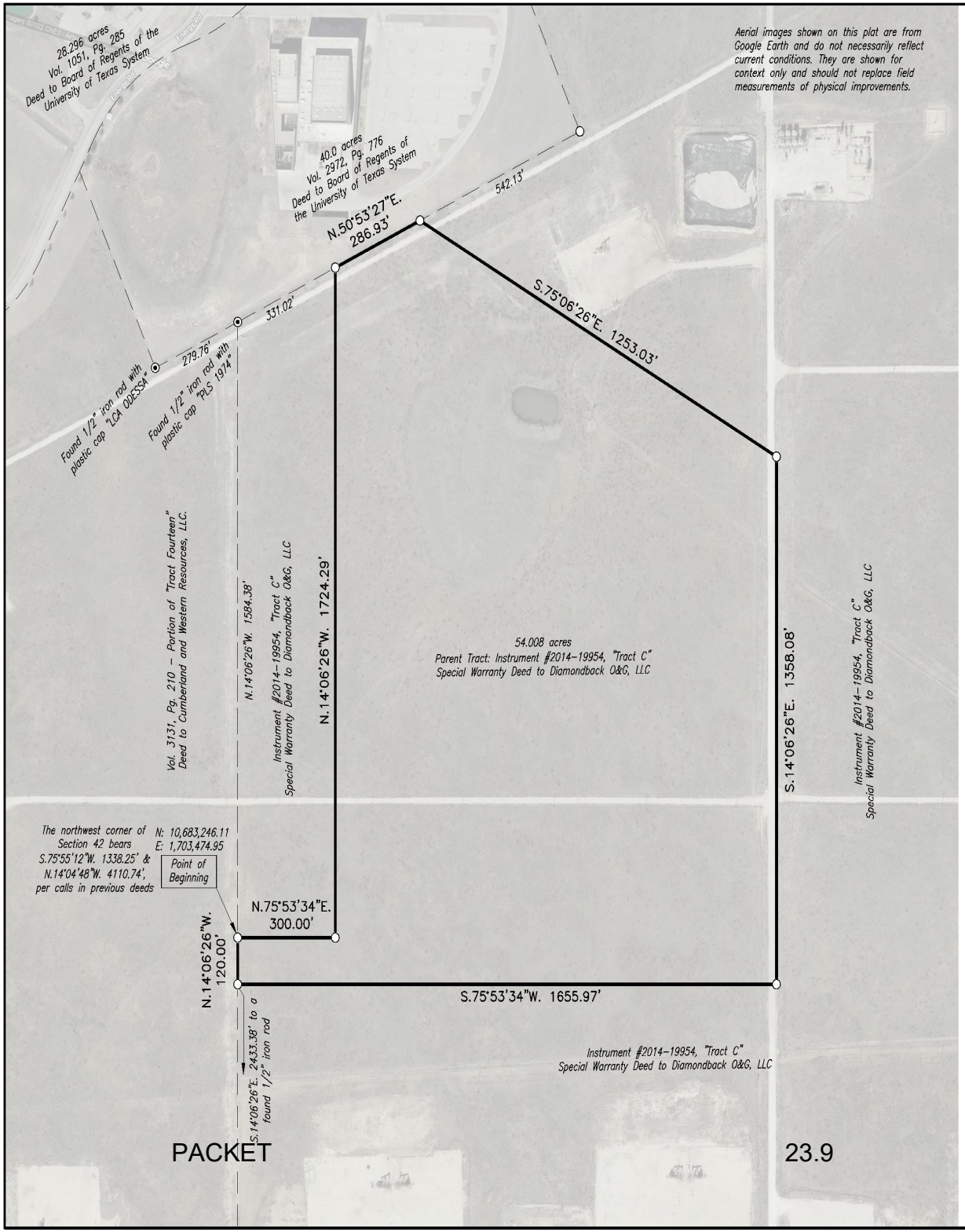
Surveyed on the ground: September 14, 2022
Signed: September 24, 2022



Samuel Wyatt, RPLS 6453



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LEGEND:

SCALE: 1" = 300'

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SURVEYED: SEPTEMBER 14, 2022
SIGNED: SEPTEMBER 24, 2022

STATE OF TEXAS
REGISTERED
SAMUEL WYATT
6453
PROFESSIONAL
LAND SURVEYOR

SAMUEL WYATT
R.P.L.S. 6453

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

PETITION FOR ANNEXATION

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Signature of Owner or Owner's Authorized Representative

Russell Meyers
Printed Name

President
Title

THE STATE OF TX §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 11th day of July, 2023, by Russell Meyers in the capacity herein stated.

MY COMMISSION EXPIRES

3-13-2025

Linda D Oneal
Notary Public, State of TX

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A 54.008-acre tract of land in Section 42, Block 40, Township 1-South, T. & P. RR. Co. Survey, Abstract No. 802, Midland County, Texas, being a portion of that certain 3294.00-acre tract of land conveyed to Diamondback O&G, LLC, described as "Tract C" in a special warranty deed recorded in Instrument #2014-19954 of the Official Public Records of Midland County, Texas, said 54.008-acre tract being further described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set in the west line of said "Tract C", for the most westerly northwest corner of this tract, said beginning point having coordinates of NORTHING: 10,683,246.11 and EASTING: 1,703,474.95, Texas Coordinate System, Central Zone 4203, North American Datum of 1983, whence the northwest corner of said Section 42 bears *South 75 degrees 55 minutes 12 seconds West* a distance of 1338.25 feet and *North 14 degrees 04 minutes 48 seconds West* a distance of 4110.74 feet, per calls in previous deeds, and a 1/2-inch iron rod with a plastic cap marked "PLS 1974" found in the south line of a 40.0-acre tract conveyed to the Board of Regents of the University of Texas System, described in a donation deed recorded in Volume 2792, Page 776 of the Official Public Records of Midland County, Texas, at a point of intersection in the west line of said "Tract C" bears *North 14 degrees 06 minutes 26 seconds West* a distance of 1584.38 feet;

(1) THENCE *North 75 degrees 53 minutes 34 seconds East* a distance of 300.00 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set at a point of intersection for an ell corner of this tract;

(2) THENCE *North 14 degrees 06 minutes 26 seconds West* a distance of 1724.29 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set in the north line of said "Tract C", same being the south line of said 40.0-acre tract, at a point of intersection for the most northerly northwest corner of this tract, whence said 1/2-inch iron rod with plastic cap marked "PLS 1974" bears *South 50 degrees 53 minutes 27 seconds West* a distance of 331.02 feet and a 1/2-inch iron rod with a plastic cap marked "LCA ODESSA" found at the southwest corner of said 40.0-acre tract bears *South 50 degrees 53 minutes 27 seconds West* a distance of 610.78 feet;

(3) THENCE *North 50 degrees 53 minutes 27 seconds East*, along the south line of said 40.0-acre tract, a distance of 286.93 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the most northerly northeast corner of this tract, whence a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the southeast corner of said 40.0-acre tract bears *North 50 degrees 53 minutes 27 seconds East* a distance of 542.13 feet;

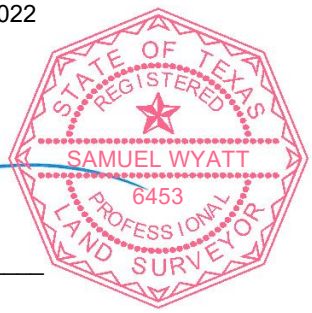
(4) THENCE *South 75 degrees 06 minutes 26 seconds East* a distance of 1253.03 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the most easterly northeast corner of this tract;

(5) THENCE *South 14 degrees 06 minutes 26 seconds East* a distance of 1358.08 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the southeast corner of this tract;

(6) THENCE *South 75 degrees 53 minutes 34 seconds West* a distance of 1655.97 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set in the west line of said "Tract C" for the southwest corner of this tract, whence a 1/2-inch iron rod found in the west line of said "Tract C" bears *South 14 degrees 06 minutes 26 seconds East* a distance of 2433.38 feet;

(7) THENCE *North 14 degrees 06 minutes 26 seconds West*, along the west line of said "Tract C", a distance of 120.00 feet to the **POINT OF BEGINNING**. Bearings, coordinates, distance and areas called in this description are at grid, based on the Texas Coordinate System, Central Zone 4203, North American Datum of 1983. This survey is subject to any facts which may be disclosed by a full and accurate title search. Record documents other than those shown may affect these tracts.

Surveyed on the ground: September 14, 2022
Signed: September 24, 2022



Samuel Wyatt, RPLS 6453

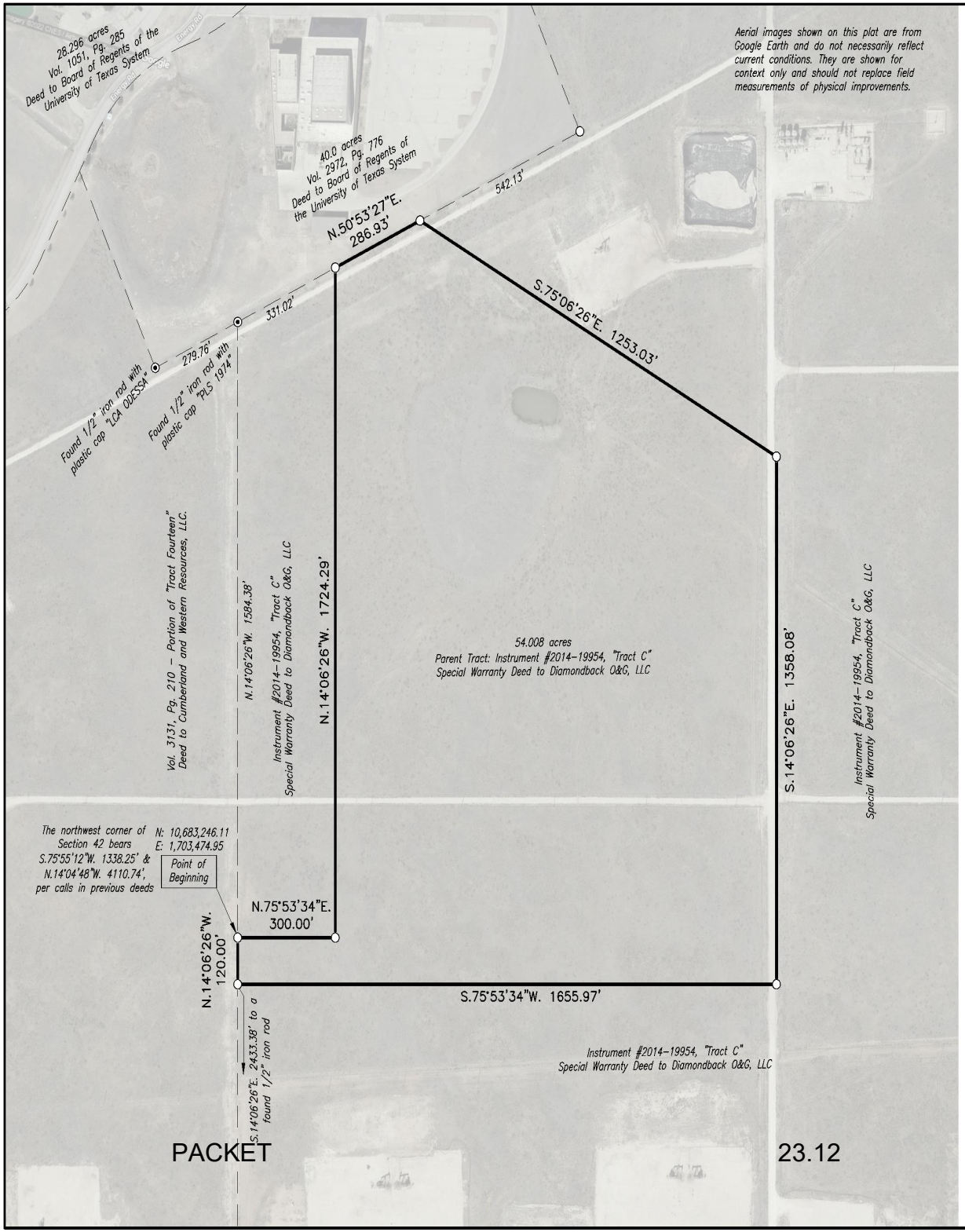


EXHIBIT A

A 54.008-ACRE TRACT IN SECTION 42, BLOCK 40, T-1-S, MIDLAND COUNTY, TEXAS

PARENT TRACT: INSTRUMENT NUMBER 2014-19954,
OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS

NORTH

0 300' 600' 900' 1200' 1500'

LEGEND:

SCALE: 1" = 300'

○ = SET 1/2" IRON ROD WITH CAP "PARKHILL RPLS 6453".

⊙ = FOUND 1/2" IRON ROD WITH CAP

● = FOUND 1/2" IRON ROD

SURVEYOR'S REPORT:

BEARINGS, COORDINATES, DISTANCES AND AREAS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83.

THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.

MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.

FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

THIS PLAT IS INVALID UNLESS IT BEARS THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE.

A METES AND BOUNDS DESCRIPTION OF THIS TRACT IS SHOWN ON A SEPARATE DOCUMENT ATTACHED HEREWITH.

THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED: SEPTEMBER 14, 2022
SIGNED: SEPTEMBER 24, 2022

STATE OF TEXAS
REGISTERED
SAMUEL WYATT
6453
PROFESSIONAL
LAND SURVEYOR

SAMUEL WYATT
R.P.L.S. 6453

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

MIDLAND Planning Division

Annexation/Initial Zoning Application

Project Number: A-23-0337

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Russell Meyers		Phone 432-661-8000 Email russellmeyers@midlandmemorialfoundation.org	
Address PO Box 61950	City Midland	State TX	Zip 79705

Property Owner Printed Name: Permian Basin Behavioral Health Center		Phone 432-661-8000 Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: Dunaway Printed Name: Tim Hair		Phone 432-699-4889 Email thair@dunaway.com	
Address 4000 N. Big Spring Street Suite 101	City Midland	State TX	Zip 79705

Street Address: Section 42, Block 40, T-1-S Midland County Texas

Legal Description
Lot: Block: Subdivision:

Current Zoning: N/A	**Proposed Zone:** RR *(List by tracts if more than one district is requested)*

Reason for Annexation/Zone Change Request: Subject property is the site for the future Permian Basin Behavioral Health Center.
The Behavioral Health Center will include both hospital and office uses, with adjacent Regional Retail

Present Use of Property: Undeveloped/Vacant

Proposed Use of Property: Mental Health Hospital; Special Use Designation will be requested separately.

How would this annexation/zone change affect the public health, safety and welfare?
It would enable the construction of a significant regional health facility, bringing increased mental health care capacity and new modalities to the Permian Basin.

Describe how this annexation/zone change will affect adjacent properties:
Adjacent properties are mostly undeveloped. UT Permian Basin shares a small segment of property l

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 7/11/23
Applicant (printed): Russell Meyers	
Property Owner (signature):	Date: 7/11/23
Property Owner (printed) : Russell Meyers	

The Annexation/Initial Zoning 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 Permian Basin Behavioral Health Center Russell Meyers 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 11th day of July, 2023, to certify which witness my hand and seal of office.

LINDA D. ONEAL
My Notary ID # 131041371
Expires March 13, 2025

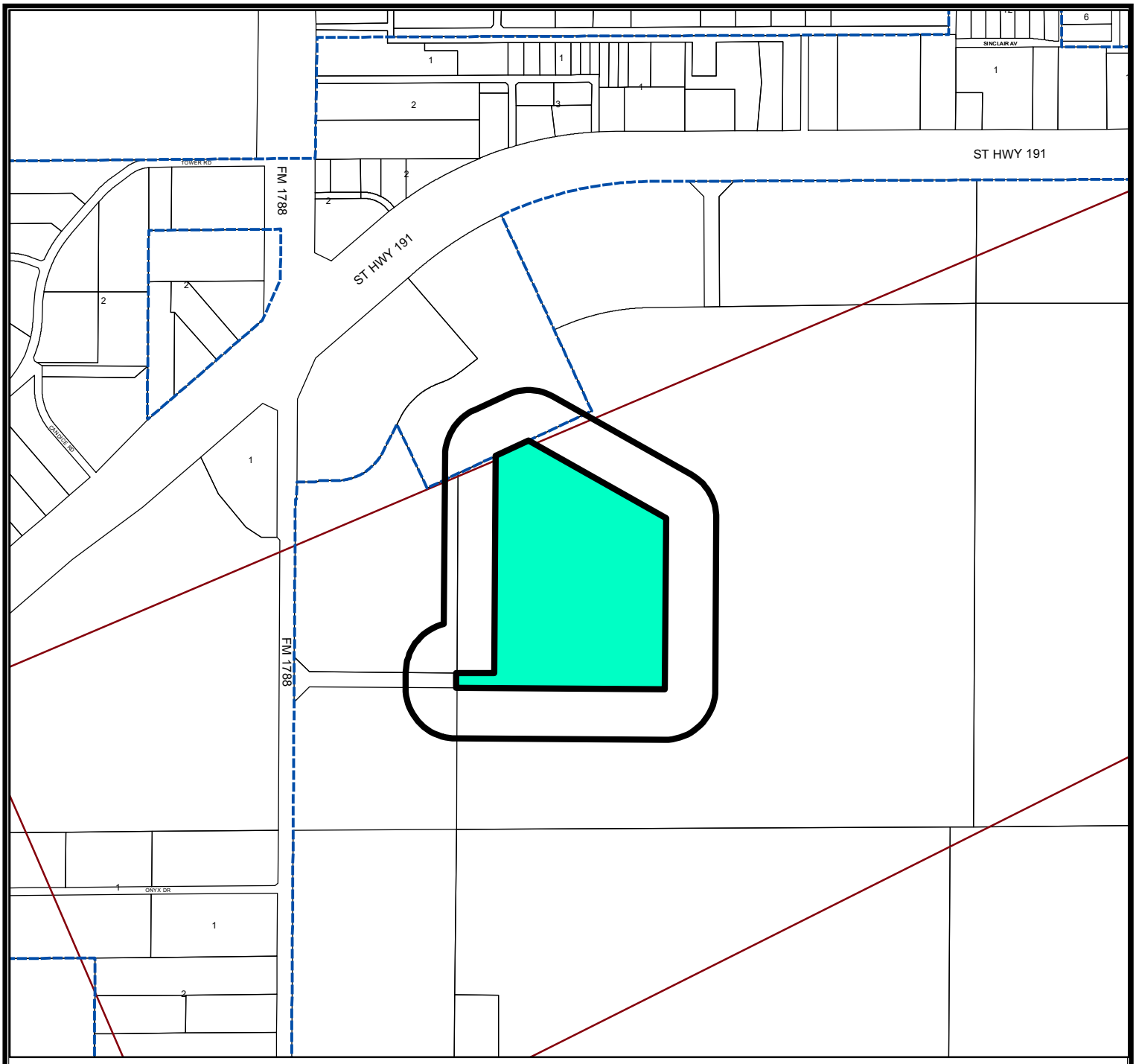
Linda D Oneal

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Metes and Bounds (Sealed by Surveyor)
☑ Application Fee	☑ Files in Digital Format (PDF/JPEG)
Check #_____	☑ Petition
Received By: Jeff Fisher	Date: 7-24-2023

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

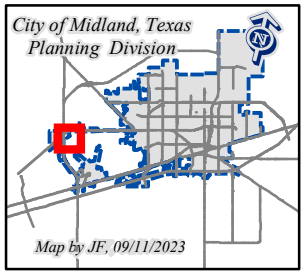
Z-23-0338 **Scale: 1" = 200'**

A 54.008-acre tract of land located in Section 42, Block 40, T-1-S, T&P RR. Co Survey, Midland County, Texas.

Generally located approximately 1,550-feet south of State Highway 191 and approximately 1,725-feet east of North Farm-to-Market Road 1788. (District: None)

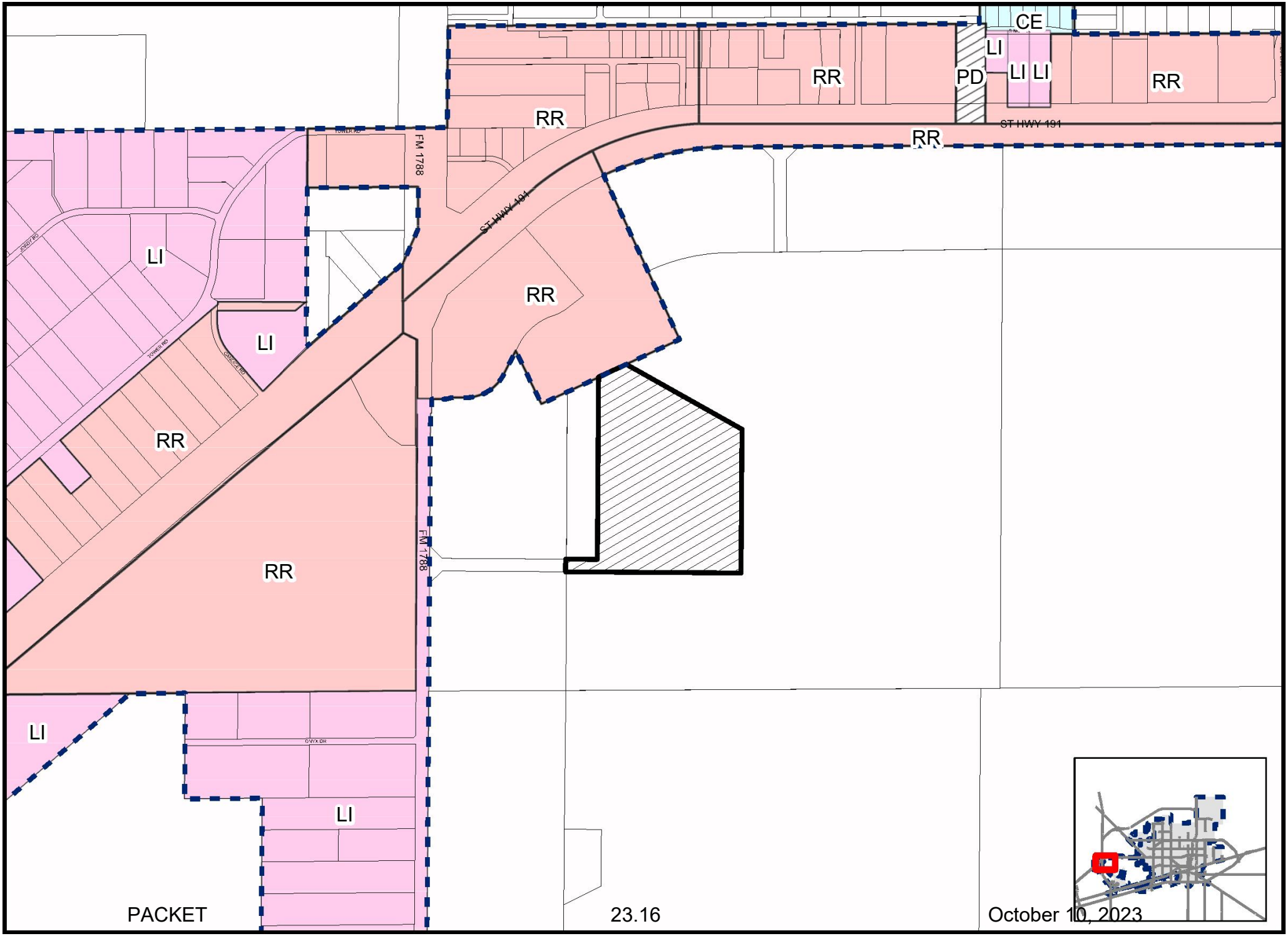
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOR IS IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

October 10, 2023



Map By JF, 9/11/2023

Z-23-0038

Scale: 1" = 200'

ZONING MAP

MI
PRI
OF
UCT, NOR IS IT DESIGNED
INFORMATION CONTAINED
THE USE OF THIS DATA.

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City Council Meeting

Item Number: 24

Meeting Date: September 26, 2023

To: City Council / City Manager

From: Landon Ochoa, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE TRINITY TOWERS MANOR, SECTIONS 1, 2 AND 3, AND ARBOR PARK, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, IN PART, AND MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF LOOP 250 AND SUNSHINE PARKWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Stephen Nelson, is requesting a Zone Change from PD, Planned Development District for Housing Development with a base zoning of MF-16, Multiple-Family Dwelling District, in part, and MF-16, Multiple-Family Dwelling District in part, to PD, Planned Development District for Housing Development with a base zoning of MF-16, Multiple-Family Dwelling District to amend the previously adopted site plan to add a greenhouse to the community and to expand the boundaries of the Planned Development.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Current Zoning:

The property is currently zoned PD, Planned District for Housing Development (Ordinance No. 8126) with a base zoning of MF-16, Multiple-Family Dwelling, in part, and MF-16, Multiple-Family Dwelling District, in part.

Surrounding Zoning and Land Use:

The properties to the north are zoned PD, Planned Development District for a Shopping Center (Ordinance No. 8327), PD, Planned Development District for Housing Development (Ordinance No. 5916), and SF-3, Single-Family Dwelling District, and the locations of a storage facility and residences. The properties to the east are zoned SF-3, Single-Family Dwelling District and SF-2, Single-Family Dwelling District, and are the locations of residences. The properties to the south are zoned PD, Planned Development District for a Transitional District (Ordinance No. 6739), PD, Planned Development District for Housing Development (Ordinance No. 9586), SF-1, Single-Family Dwelling District and MF-16, Multiple-Family Dwelling District, and the locations of a commercial use, residences, and vacant properties. The properties to the west are zoned SF-1, Single-Family Dwelling District and SF-3, Single-Family Dwelling District, and the locations of residences.

Analysis:

The applicant is requesting to amend the site plan previously approved by the City Council to add the new greenhouse as shown in Exhibit A. The boundaries of the Planned Development District are also being expanded to include the northeast portion of the community currently zoned MF-16, Multiple-Family Dwelling District.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objection to zone change. [For the Applicant's information only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during

construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

Oil & Gas: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning:

The Tall City Tomorrow Comprehensive Plan designates this area as Urban-Medium Neighborhood Center (U-M NC) which calls for a mix of traditional neighborhood businesses including small scale commercial, office, civic, and residential. The commercial uses should be low impact and provide a variety of neighborhood services. Most of the property is classified as U-M NC. A greenhouse would complement the existing residential use of the property and is in conformance with this designation.

The Planning & Zoning Commission recommended approval of this request on August 21, 2023.

Staff recommends approval of this request for a Zone Change from PD, Planned Development District for Housing Development with a base zoning of MF-16, Multiple-Family Dwelling District, in part, and MF-16, Multiple-Family Dwelling District in part, to PD, Planned Development District for Housing Development with a base zoning of MF-16, Multiple-Family Dwelling District subject to condition A.

Condition:

A. **That the use and development of the property shall significantly conform to the site plan attached hereto as Exhibit "A".**

Letters of Objection:

As of September 15, 2023, staff has received one letter of objection to this request.

Attachments:

Site Plan (Exhibit A)
Application
Ordinance 8126
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE TRINITY TOWERS MANOR, SECTIONS 1, 2 AND 3, AND ARBOR PARK, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, IN PART, AND MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF LOOP 250 AND SUNSHINE PARKWAY); 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 Trinity Towers Manor, Sections 1, 2 and 3, and Arbor Park, Section 6, 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 a Housing Development, in part, and MF-16, Multiple-Family Dwelling District, in part, 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:

That the use and development of the Property shall significantly conform to the site plan attached hereto as Exhibit "A".

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed

by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Rolandrea Russell, Interim Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

01 Site Plan

SCALE 1" = 50'-0"

EXHIBIT "A"

Site Development Plans

PEVEHOUSE PARK

The Village at Manor Park, Midland, Texas

The Village at Manor Park

Site Plan

Scale: 1"=50'-0"

Sheet No.

A-1

Revisions:

7.24.23

5.31.23

KDCA Associates

Planning + Design Solutions

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: STEPHEN NELSON-REPRESENTATIVE AGENT		Phone (432)689.9898 Email S.NELSON@MANORPARKINC.ORG	
Address 2208 NORTH LOOP 250 WEST	City MIDLAND	State TX	Zip 79707

Property Owner Printed Name: MANOR PARK, INC.		Phone (432) 689.9898 Email SNELSON@MANORPARKINC.ORG	
Address 2208 NORTH LOOP 250 WEST	City MIDLAND	State TEXAS	Zip 79707

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 2208 NORTH LOOP 250 WEST

Legal Description
Lot: 1-3A Block: 1 Subdivision: TRINITY TOWERS MANOR, SECTION 1-3

Current Zoning: PLANNED DISTRICT	**Proposed Zone:** *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: PD DISTRICT SITE MODIFICATION. GREEHOUSE ADDED TO THE EXISTING PARK/PLAZA

Present Use of Property: OPEN PLAZA FOR RETIREMENT HOME WITH LANDSCAPING AND CABANA

Proposed Use of Property: OPEN PLAZA FOR RETIREMENT HOME WITH LANDSCAPING AND GREENHOUSE

How would this zone change affect the public health, safety and welfare? ALTHOUGH THE PROPOSED SITE PLAN'S USE MODIFICATIONS WILL BE INSIGNIFICANT, THE NEW IMPROVED SITE WILL PROVIDE A HIGHER QUALITY OF LIFE WITHOUT AFFECTING HEALTH, SAFETY AND WELFARE.

Describe how conditions affecting the property have changed since present zoning designation: ADDITIONAL LANDSCAPING + SMALL GREENHOUSE

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): Stephen Nelson

Applicant (printed): STEPHEN NELSON | Date: 07.20.2023

Property Owner (signature): Stephen Nelson

Property Owner (printed): Stephen Nelson | Date: 07.20.2023

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 STEPHEN NELSON who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by MANOR PARK, INC., 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.

Tiffany Barnes
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 24 day of July, 2023, to certify which witness my hand and seal of office.

TIFFANY JEAN BARNES
Notary Public, State of Texas
Comm. Expires 03-16-2026
Notary ID 124661883

Tiffany Barnes
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- ☐ Property Owner Authorization
- ☑ Application Fee
- Check # 3632
- ☑ Dimensioned Site Plan
- ☐ Plans in Digital Format (PDF/JPEG)

Received By: _____ Date: RECEIVED JUL 24 2023

BY: _____

****Application will not be considered for scheduling until reviewed by a planner.****

CARLISLE VERNON K
2413 ARBOR CIR
MIDLAND TX 79707 6101

MIDLAND
Planning Division

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas will hold a public hearing at **3:30 p.m.** on **Monday, August 21, 2023**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701 and via videoconference, on a request by **Stephen Nelson** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: Trinity Towers Manor, Sections 1-3 and Arber Park, Section 6, City and County of Midland, Texas.

LOCATION: Generally located on the on the southeast corner of the intersection of Loop 250 West and Sunshine Parkway. (Council District 4)

PROPOSED ZONING: **From:** PD, Planned Development District for Housing Development (Ordinance No. 8126), in part, and MF-16, Multiple-Family Dwelling District

To: PD, Planned Development District for Housing Development

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request VC **Comments:**

_____

Required Information:

Vernon Kent Carlisle — Property Owner's Signature
Vernon Kent Carlisle — Printed Name
2413 Arbor Circle — Property Address (**No P. O. Boxes**)

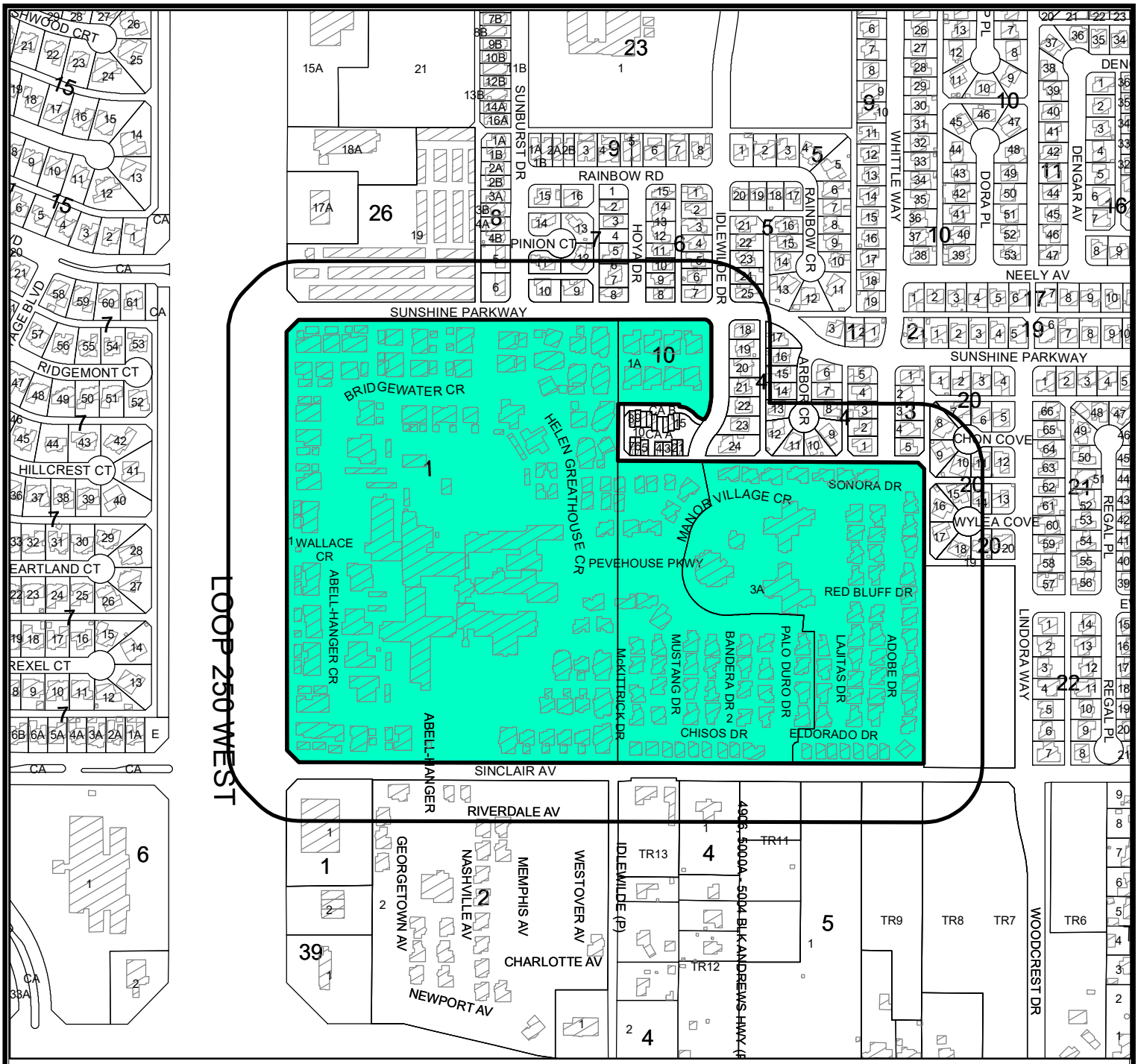
If any further information is desired, please contact the Planning Division, at 685-7400.
Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 72
Date Mailed: August 10, 2023
Case Number: Z-23-0339
Case Name: Manor Park
LO Planner's Initials

Sandra Cabrera for
Jeffrey Fisher
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. Videoconference information will be available by accessing the meeting agenda at https://www.midlandtexas.gov/967/primegov-meeting

www.MidlandTexas.gov
Planning Division ▪ 300 N. Loraine, Midland TX 79702 ▪ 432-685-7400



LOCATION MAP

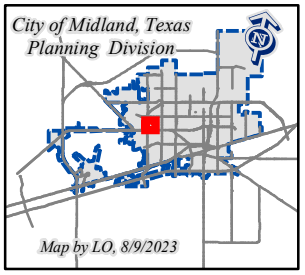
Z-23-0339 **Scale: 1" = 5,862'**

A request by Stephen Nelson for a Zone Change from PD, Planned Development District for Housing Development, in part, and MF-16, Multiple-Family Dwelling District, in part, to PD, Planned Development District for Housing Development on all lots in Trinity Towers Manor, Sections 1-3 and Arbor Park, Section 6, City and County of Midland, Texas.

Generally located on the southeast corner of the intersection of Loop 250 West and Sunshine Parkway. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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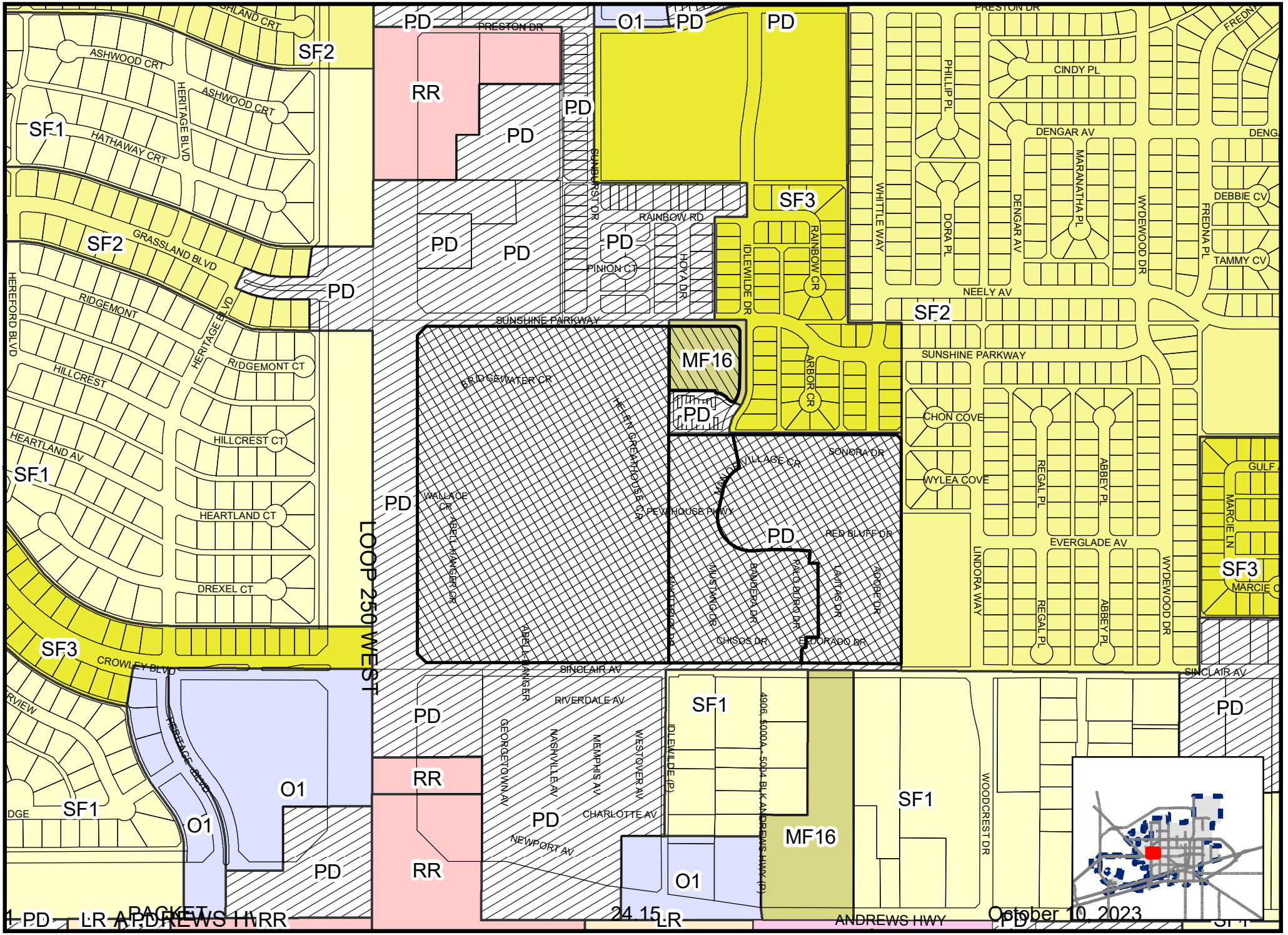

Map By LO, 8/14/2023

Z-23-0339

Scale: 1" = 6,458'

ZONING MAP

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ORDINANCE NO. 8126

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 1, BLOCK 1, TRINITY TOWERS MANOR, SECTION 1; AND A 25.71-ACRE TRACT OUT OF SECTION 19, BLOCK 39, T-1-S, T & P RAILROAD COMPANY SURVEY, MIDLAND COUNTY, TEXAS WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT AND 1F-3, ONE-FAMILY DWELLING DISTRICT TO BE USED AS PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT; PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; CONTAINING A CUMULATIVE CLAUSE; AND EXPRESSLY REPEALING ORDINANCE NO. 6213; 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 a PD, Planned District for a Housing Development 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 a Housing Development and 1F-3, One-Family Dwelling District, and it shall be used as a PD, Planned District for a Housing Development, subject to the special conditions and

restrictions hereinafter set out, said property being described as follows:

Lot 1, Block 1, Trinity Towers Manor, Section 1; and a 25.71-acre tract out of Section 19, Block 39, T-1-S, T & P Railroad Company Survey, Midland County, Texas. (As further described on the attached metes and bounds description, Exhibit "A", incorporated herein by reference.)

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

A. That the use and development of this property shall conform to the regulations of the MF-1, Multiple-Family Dwelling District, except as otherwise stated below.

B. That the use and development of this property shall conform to the conditions shown on the attached site plan, Exhibit "B", in all respects.

C. That the maximum building height for Lot 1, Block 1, Trinity Towers Manor, Section 1 shall not exceed 65 feet or four stories. The maximum building height for Lot 2, Block 2 shall be 80 feet, or five stories.

D. That the indicated six-foot tall screening fence around the east 25 acres of this property may be installed in phases. The landscaping indicated along Sinclair Avenue may also be installed in phases, concurrently with the fence construction.

E. That the landscaping internal to the site may be installed in phases as construction progresses, provided that a minimum of 15 percent of each developing area is landscaped, and that the total landscaping once all construction is complete is 15 percent. All landscaping shall be irrigated with an automatic sprinkler system, and shall be maintained in a healthy, growing condition.

F. That the minimum number of required parking spaces shall be as shown on Exhibit "B."

G. That all fixtures for security lighting within the eastern 25 acres shall not be mounted higher than 20 feet above natural grade.

H. That Ordinance 6213 is 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. 6213 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 August, A.D., 2002; and passed to second reading on motion of Council member Simpson, seconded by Council member Bradford, by the following vote:

Council members voting "AYE": Simpson, Bradford, Perry, Morgan, Dingus, Canon 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 Simpson, seconded by Council member Dufford, on the 10th day of September, A.D., 2002, at a regular

meeting of the City Council:

Council members voting "AYE": Simpson, Dufford, Perry, Morgan, Dingus, Canon and Bradford

Council members voting "NAY": None

PASSED AND APPROVED THIS 10th day of September, A.D., 2002.

Michael J. Canon, Mayor

ATTEST:

Kaylah J. McCord, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF MIDLAND

DOC 23786 VOL 2077 PG 755

ify co

ZONING FOR TRINTY TOWER MANOR, SECTION 2

LEGAL DESCRIPTION FOR A 25.71 ACRE TRACT LOCATED IN SECTION 19, BLOCK 39, T-1-S, T. & P. RR. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

Boundary being further described by metes and bounds as follows:

BEGINNING at the Southwest corner of this tract in the center of Sinclair Avenue, from whence a 5/8" iron rod found, as set by the City of Midland, Engineering Department, at the Southeast corner of Lot 1, Block 1, Trinity Tower Manor, as recorded in Cabinet D, Page 76, Plat Records of Midland County, Texas and the Northwest corner of said 0.271 Acre right of way dedication in Volume 1185, Page 543, bears N15°15'02"W, a distance of 34.18 feet, also from said point of beginning, the Southwest corner of said Section 19, Block 39, T-1-S, based on calls of the 10.0 Acre Tract recorded in Volume 961, Page 1, bears S74°45'W, a distance of 1202.3 feet and S15°15'E, a distance of 1113.00 feet;

THENCE N15°15'02"W with and projections of the East line of said Lot 1, Block 1, and the West boundary line of said 10.0 Acre tract, at 1062.94 feet pass the Northwest corner of said 10.0 Acre Tract, continuing for a total distance of 1072.94 feet to the Northwest corner of this tract in the center of an existing alley, from whence a ½" iron rod found at the Northeast corner of said Lot 1, Block 1, bears N15°15'02"W a distance of 472.87 feet;

THENCE N74°48'58"E with the center of an existing alley, a distance of 1044.56 feet to the Northeast corner of this tract, from whence the Northeast corner of a 5.0 Acre Tract as described in Volume 649, Page 288, Deed Records bears S15°11'17"E, a distance of 10.00 feet;

THENCE S15°11'17"E with and projections of the West boundary line of Wydewood Estates, Section 4, as recorded in Cabinet C, Page 47, Plat Records of Midland County, at 1042.64 feet pass a 5/8" iron rod found at the Northeast corner of said 0.058 Acre dedicated for right of way as described in Volume 1221, Page 485, Official Records of Midland County, continuing for a total distance of 1072.70 feet to the Southeast corner of this tract, in the center of Sinclair Avenue;

THENCE S74° 48'10"W with the center of Sinclair Avenue, a distance 1043.40 feet to the Place of Beginning.

I, J. Stan Piper, Professional Land Surveyor, do hereby certify that this legal description is based on an actual survey made by me or under my supervision, and that the same is true and correct to the best of my knowledge and belief as surveyed on the ground at various dates through June 5, 2002.

J. Stan Piper
Professional Land Surveyor

Prepared for:
Parkhill, Smith, and Cooper, Inc.
Attn.: Mr. Jay Edwards
5214 Thomason
Midland, TX 79703
(915) 697-1447

PIPER SURVEYING CO., BOX 60432, MIDLAND, TX 79711, (915) 550-7810

Exhibit "A"

Ord. 8126

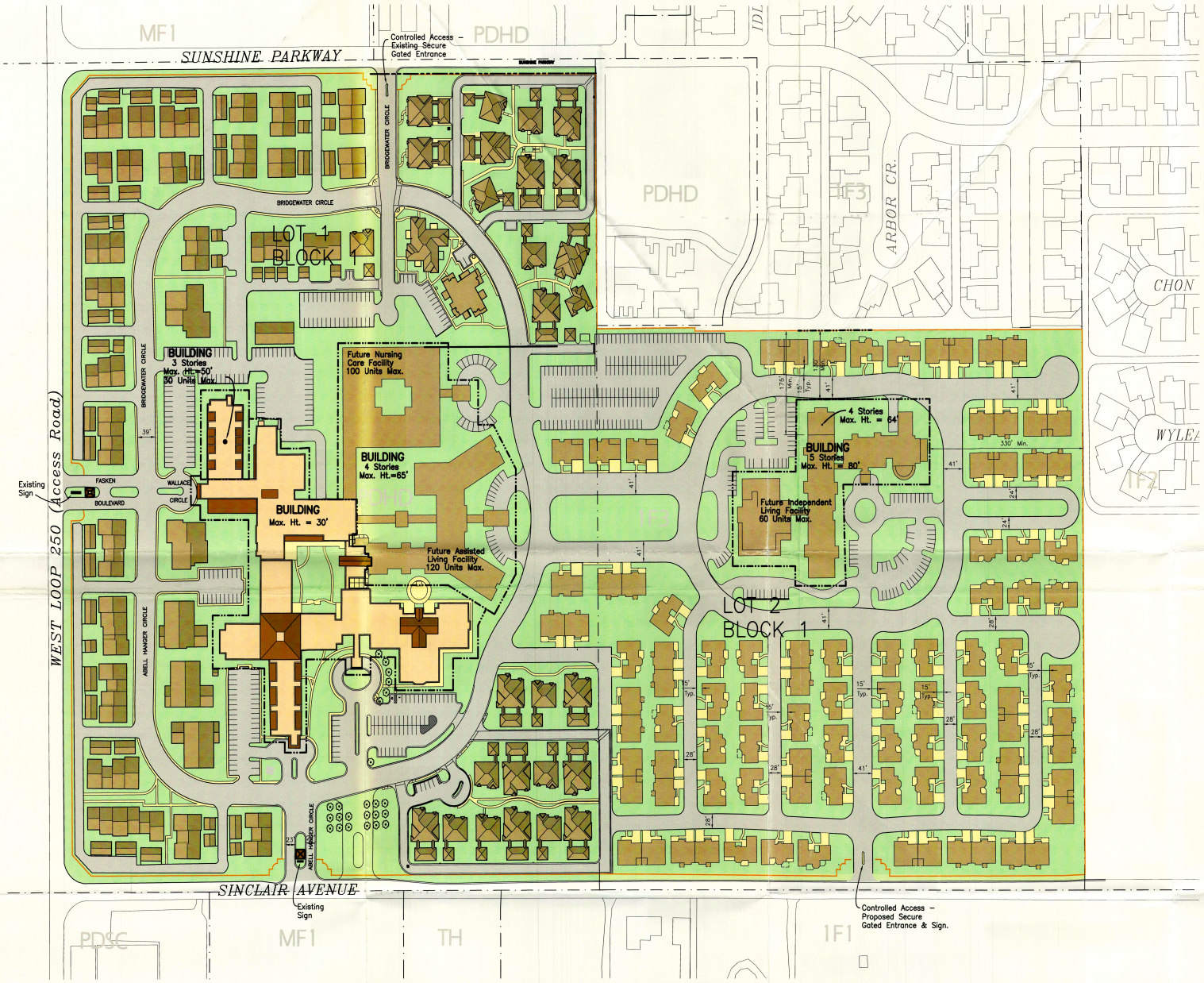
PLANNED DISTRICT SITE PLAN

TRINITY TOWERS MANOR
SECTION 2

Original Scale: 1"=100'

SUBMITTED TO CITY STAFF
June 10, 2002

SUBMITTED TO P&Z COMMISSION
July 15, 2002



NOTES:

- SHADED AREAS DENOTED BY TO BE PAVED.
- SHADED AREAS DENOTED BY TO BE SIDEWALK.
- SHADED AREAS DENOTED BY TO BE IRRIGATED & LANDSCAPED INCLUDING TREES, GRASS OR SHRUBS – WHICH MAY BE ENHANCED BY OTHER LANDSCAPE MATERIALS.
- SHADED AREAS DENOTED BY ARE FUTURE BUILDINGS.
- SHADED AREAS DENOTED BY ARE EXISTING RESIDENCES.
- SHADED AREAS DENOTED BY ARE EXISTING ASSISTED LIVING AND ADMINISTRATIVE FACILITIES
- SCREEN WALL DENOTED BY
- ALL PARKING AND SITE WORK TO BE DESIGNED IN ACCORDANCE WITH TDLR STANDARDS.
- ALL STRUCTURES TO CONSIST OF BRICK/STUCCO EXTERIOR WITH STANDING SEAM METAL OR COMPOSITION ROOFS.
- ALL SINGLE FAMILY RESIDENCES TO HAVE A MAXIMUM BUILDING HEIGHT OF 28'-9". TYPICAL RESIDENTIAL SETBACK 15' MIN.
- LANDSCAPED AREA TO EXCEED 15% OF TOTAL SITE AREA.
- THE CONTROLLED ACCESS GATES AND ALL INTERNAL PARKING ISLES TO BE ACCESSIBLE BY EMERGENCY VEHICLES. THE ACCESS GATE SPECIFICATIONS AND TURNING RADII TO BE APPROVED BY THE CITY OF MIDLAND PRIOR TO CONSTRUCTION.
- FIRE HYDRANTS WILL BE PROVIDED WITHIN THE COMPLEX. THE FIRE HYDRANT LAYOUT IS TO BE APPROVED BY THE CITY OF MIDLAND PRIOR TO CONSTRUCTION.
- REFUSE COLLECTION TO BE HANDLED BY PRIVATE COMPANY.
- APPROXIMATE PARKING PROVIDED (NOT INCLUDING INDEPENDENT LIVING PARKING) APPROX. 590 SPACES.

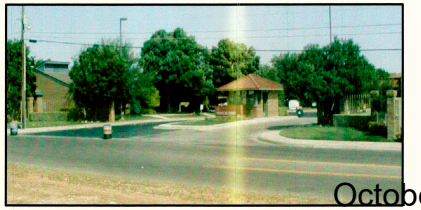
Typical Street R.O.W. Landscaping

Typical Screen Wall/Fence
(6' High–Typical)

Typical Landscaping on Campus

Typical Residential Elevation

Typical Assisted Living Facility Elevation



Typical Entrance & Sign

TRINITY TOWERS MANOR
SECTION 2

RECEIVED
AUG 22 2002
PLANNING & DEVELOPMENT CITY OF MIDLAND

PREPARED BY:
PSC Parkhill, Smith & Cooper, Inc.
Engineers Architects Planners

SITE PLAN

CASE NO. Z-C-2-02 2002
Ord. No. 8126

PACKET 24.25 October 10, 2023

Exhibit "B"

City Council Meeting

Item Number: **25**

Meeting Date: **October 10, 2023**

To: **City Council / City Manager**

From: **Ron Jenkins, Oil and Gas Coordinator**

Subject: THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: CK 105 MIPA ALLOC UNIT H105WA; KNIGHT 140 MIPA UNIT H140LS; KNIGHT 140 MIPA UNIT H140MS; KNIGHT 140 MIPA UNIT H140WB; KNIGHT 145 MIPA UNIT H145WA; KNIGHT 150 MIPA UNIT H150LS; KNIGHT 150 MIPA UNIT H150SS; KNIGHT 150 MIPA UNIT H150WB; KNIGHT 155 MIPA UNIT H155WA; KNIGHT 160 MIPA UNIT H160LS; KNIGHT 160 MIPA UNIT H160MS; AND KNIGHT 160 MIPA UNIT H160WB; SAID WELLS BEING GENERALLY LOCATED BETWEEN 768 FEET AND 1,022 FEET EAST OF NORTH A STREET EXTENSION AND BETWEEN 1,817 FEET AND 2,067 FEET SOUTH OF W LOOP 250 N. **(DISTRICT 3) (DEVELOPMENT SERVICES)**

Purpose:

The proposed granting of oil and gas well permits to Permian Deep Rock Oil Co., LLC ("Operator") for the drilling of the following oil and gas wells: CK 105 MIPA Alloc Unit H105WA; Knight 140 MIPA Unit H140LS; Knight 140 MIPA Unit H140MS; Knight 140 MIPA Unit H140WB; Knight 145 MIPA Unit H145WA; Knight 150 MIPA Unit H150LS; Knight 150 MIPA Unit H150SS; Knight 150 MIPA Unit H150WB; Knight 155 MIPA Unit H155WA; Knight 160 MIPA Unit H160LS; Knight 160 MIPA Unit H160MS; and Knight 160 MIPA Unit H160WB; said wells being generally located between 768 feet and 1,022 feet east of North A Street extension and between 1,817 feet and 2,067 feet south of W Loop 250 N. Council may consider these permits following a 30-day public comment period and at a regularly scheduled meeting. No notices of objection received.

Recommended City Council Action:

Directional / Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed the well site in detail and recommends approval including an update to an exhibit. Per the City agreement requirements, Permian Deep Rock will be using 24 ft. tall sound walls on all sides of location during drilling and fracing. In addition, a quiet type frac system will be used for all wells and truck traffic will enter from turn out lane from Big Spring Street and follow a row to well locations and then exit leaving on Smith Road and then left on Veterans Parkway. A closed loop system will be used for drilling operations so no reserve pits or drillings will be on the property. A Surface Use Agreement (SUA) was approved in 2021. The applications location has changed concerning production vessels in the transfer facility area of this pad from previously permitted applications. An updated and approved Surface Use Agreement will be required prior to the permitting of these wells by the City Council. Receiving support of the Oil & Gas Advisory Committee, Permian Deep Rock Oil is requesting the following variances:

(1) requests variance to residence or commercial structure within 500 feet.
CK 105 MIPA Alloc Unit H105WA variance of 187 feet.
Knight 140 MIPA Unit H140LS variance of 279 feet.
Knight 140 MIPA Unit H140MS variance of 264 feet.
Knight 140 MIPA Unit H140WB variance of 294 feet.
Knight 145 MIPA Unit H145WA variance of 203 feet.
Knight 150 MIPA Unit H150LS variance of 191 feet.
Knight 150 MIPA Unit H150SS variance of 312 feet.
Knight 150 MIPA Unit H150WB variance of 196 feet.
Knight 155 MIPA Unit H155WA variance of 311 feet.
Knight 160 MIPA Unit H160LS variance of 207 feet.
Knight 160 MIPA Unit H160MS variance of 311 feet.
Knight 160 MIPA Unit H160WB variance of 201 feet.
(2) requests to allow for twenty-four-hour fracing operations.
(3) requests variance for fence of the drill pad instead of individual well
(4) request a variance to the landscaping and irrigation to follow the Surface Agreement.
(5) requests variance to remove drill cuttings from the location per the Surface Agreement with the City of Midland.

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Overall Location

Morris Williams Jr.

City Manager's Office

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
08/01/2023	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Office buildings, City Collection Center, undeveloped pasture

See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,

Current Tax Roll from Midland Central Appraisal District), **which lists**

the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: CK MIPA Alloc H105WA

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 2067' FNL & 777' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

***ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations)*. [See § J(16) and (20)].**

***ATTACHED AS EXHIBIT J* is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

***ATTACHED AS EXHIBIT K (if applicable)* is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M*: Road use and repair agreement attached**

***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* : Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29)**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Co.
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

ESTELLA PENA
Notary Public, State of Texas
My Commission Expires
August 03, 2025
NOTARY ID 13123361-8

[S E A L]

Estella Peña
Notary Public, State of Texas

NOTES:

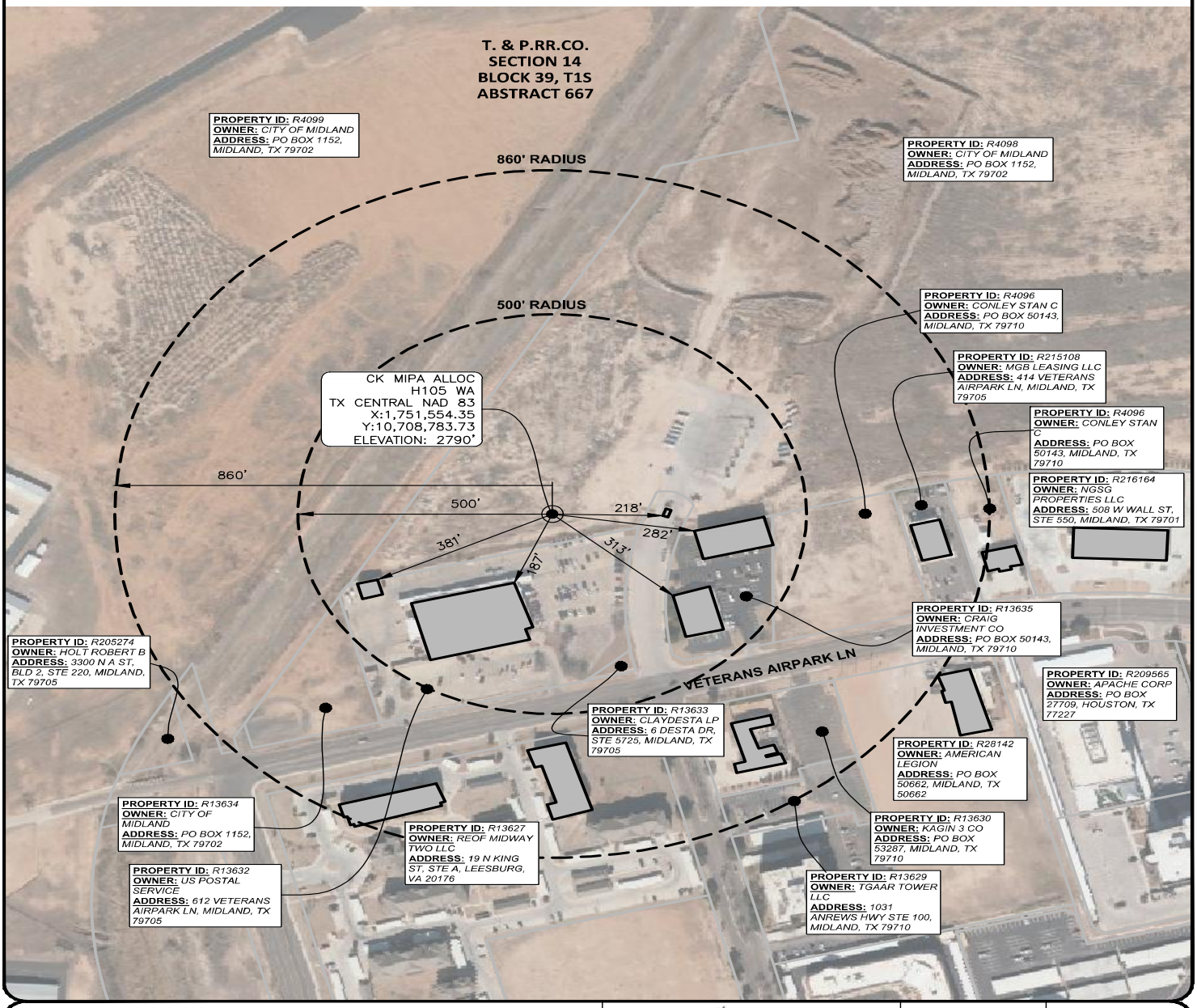
1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. THIS EXHIBIT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS. THIS IS NOT A "BOUNDARY SURVEY".
3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 03-01-2023

SYMBOL LEGEND:

- FIRE HYDRANT
- STORM DRAIN MANHOLE
- WATER VALVE

N W E S

0' 150' 300'



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED CK MIPA ALLOC H105 WA

T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S, ABSTRACT 667, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

WELL SECTION LINE TIES: 777' FSWL & 2,067' FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83, CENTRAL ZONE.
3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

PERMIAN DEEP ROCK OIL COMPANY

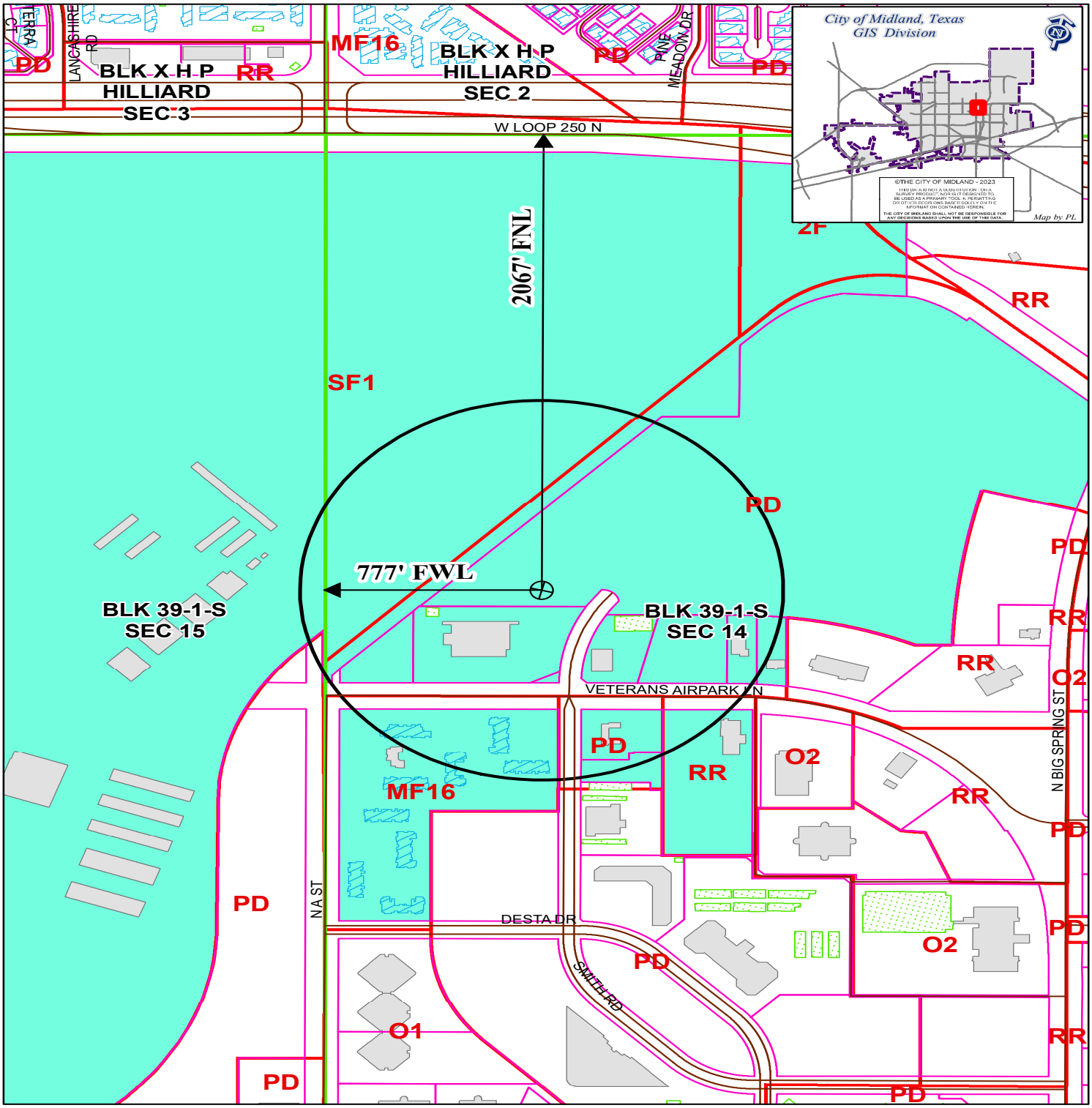
ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	RS	DATE	03-01-23
CHECKED	DC	DATE	03-01-23
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.

JOB NAME	WELL RADIUS
JOB NO.	23001261

Date: Mar 02, 2023, 3:38pm User ID: rsolis
File: K:\23001261 – Airpark East & West Pad Revisions\11 MAPPING\00 PLAN SETS\00 PLAT – TENTATIVE PRELIM\01 REV 0\DWG\23001261 – Airpark East & West Pad Revisions – CK MIPA ALLOC H105 WA.dwg



LOCATION AND ZONING MAP

Oil - 050796 - 2023 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 2,067' FNL and 777' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 777 feet east of North A Street extension and 2,067 feet south of W Loop 250 N.

CK MIPA Alloc Unit H105WA

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	CR2, CR3, CLRB	COMMUNITY 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

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
08/01/2023	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Office buildings, City Collection Center, undeveloped pasture

See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,

Current Tax Roll from Midland Central Appraisal District), **which lists**

the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Knight 140 MIPA Unit H140LS

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1832' FNL & 1008' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

***ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations)*. [See § J(16) and (20)].**

***ATTACHED AS EXHIBIT J* is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

***ATTACHED AS EXHIBIT K (if applicable)* is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M*: Road use and repair agreement attached**

***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* : Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29)**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Co.
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

ESTELLA PENA
Notary Public, State of Texas
My Commission Expires
August 03, 2025
NOTARY ID 13123361-8

[S E A L]

Estella Peña
Notary Public, State of Texas

NOTES:

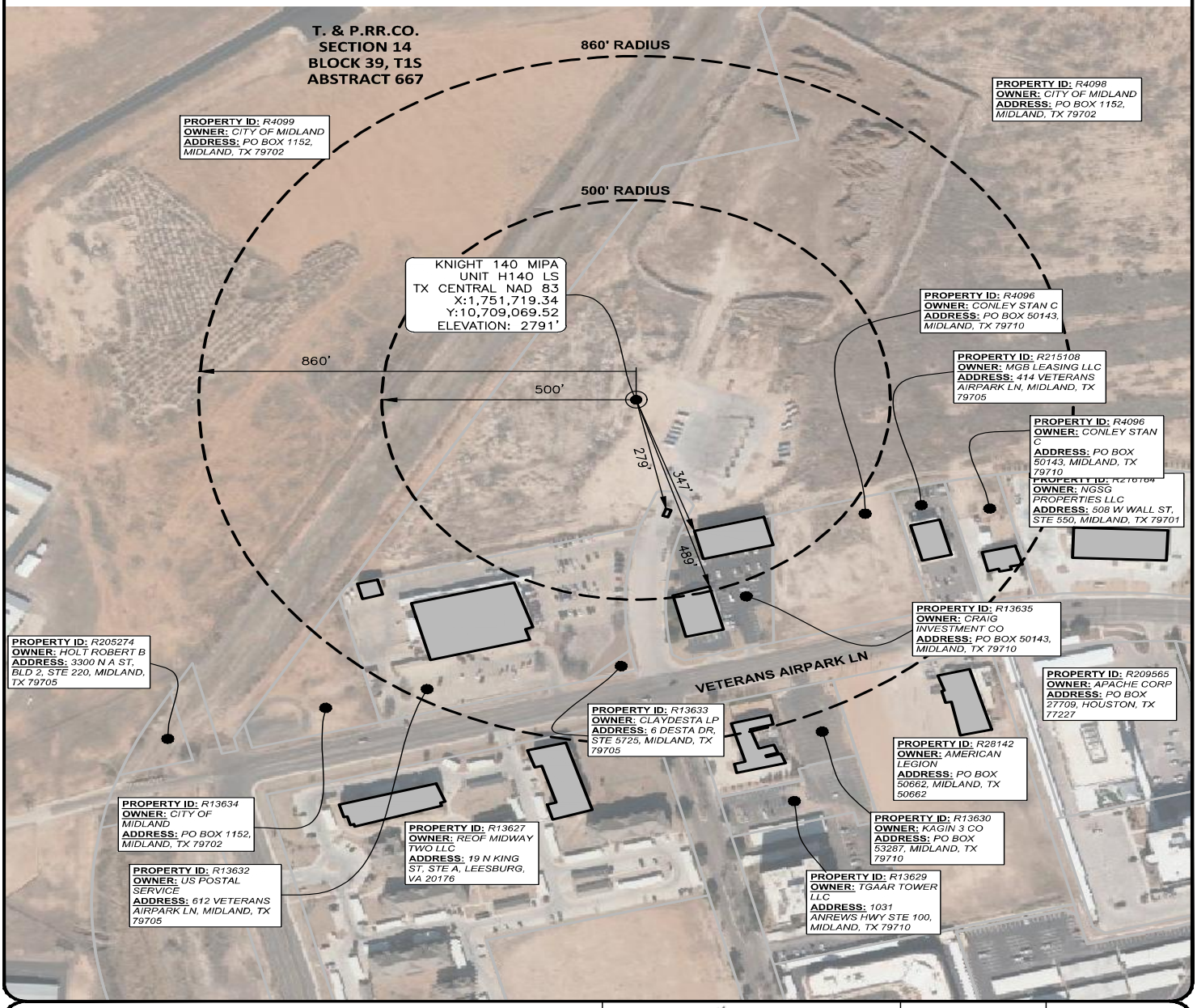
1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. THIS EXHIBIT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS. THIS IS NOT A "BOUNDARY SURVEY".
3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 03-01-2023

SYMBOL LEGEND:

- FIRE HYDRANT
- (D) STORM DRAIN MANHOLE
- (W) WATER VALVE

N / W / E / S

0' 150' 300'



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED KNIGHT 140 MIPA UNIT H140 LS

T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S, ABSTRACT 667, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

WELL SECTION LINE TIES: 1,008' FSWL & 1,832' FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83, CENTRAL ZONE.
3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

PERMIAN DEEP ROCK OIL COMPANY

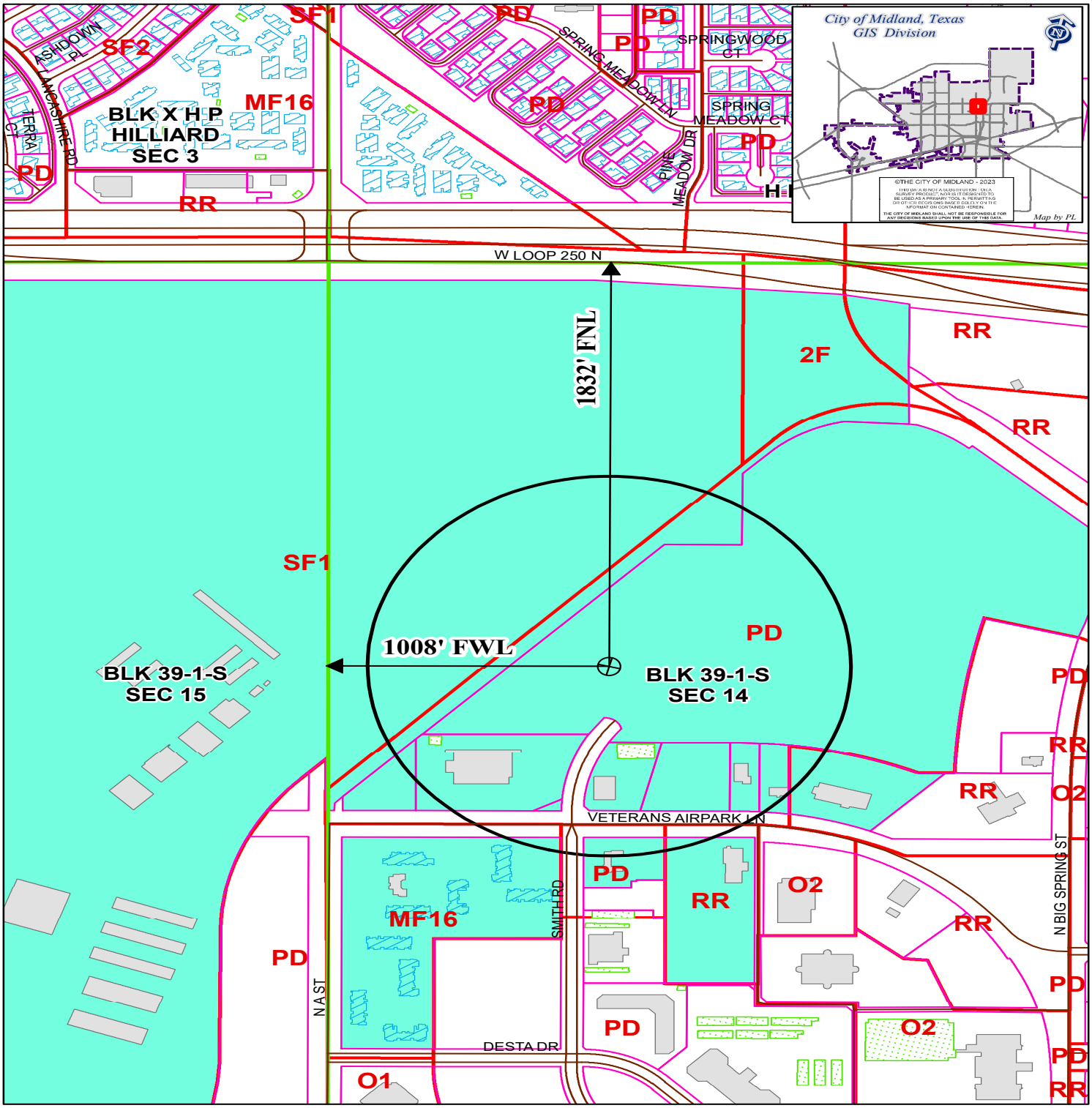
ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	RS	DATE	03-01-23
CHECKED	DC	DATE	03-01-23
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.

JOB NAME	WELL RADIUS
JOB NO.	23001261

Date: Mar 02, 2023, 4:50pm User ID: rsolis
File: K:\23001261 – Airpark East & West Pad Revisions\11 MAPPING\00 PLAN SETS\00 PLAT – TENTATIVE PRELIM\01 REV 0\DWG\23001261 – Airpark East & West Pad Revisions – Knight 140 MIPA Unit H140 LS.dwg



LOCATION AND ZONING MAP

Oil - 050797 - 2023 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,832' FNL and 1,008' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,008 feet east of North A Street extension and 1,832 feet south of W Loop 250 N.

Knight 140 MIPA Unit H140LS

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
RR	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, SF3	ONE-FAMILY DWELLING	CR2, CR3, CLRB	COMMUNITY RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
08/01/2023	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Office buildings, City Collection Center, undeveloped pasture

See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,

Current Tax Roll from Midland Central Appraisal District), **which lists**

the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Knight 140 MIPA Unit H140MS

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1846' FNL & 994' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

***ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations)*. [See § J(16) and (20)].**

***ATTACHED AS EXHIBIT J* is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

***ATTACHED AS EXHIBIT K (if applicable)* is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M*: Road use and repair agreement attached**

***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

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***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Co.
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

ESTELLA PENA
Notary Public, State of Texas
My Commission Expires
August 03, 2025
NOTARY ID 13123361-8

[S E A L]

Estella Peña
Notary Public, State of Texas

NOTES:

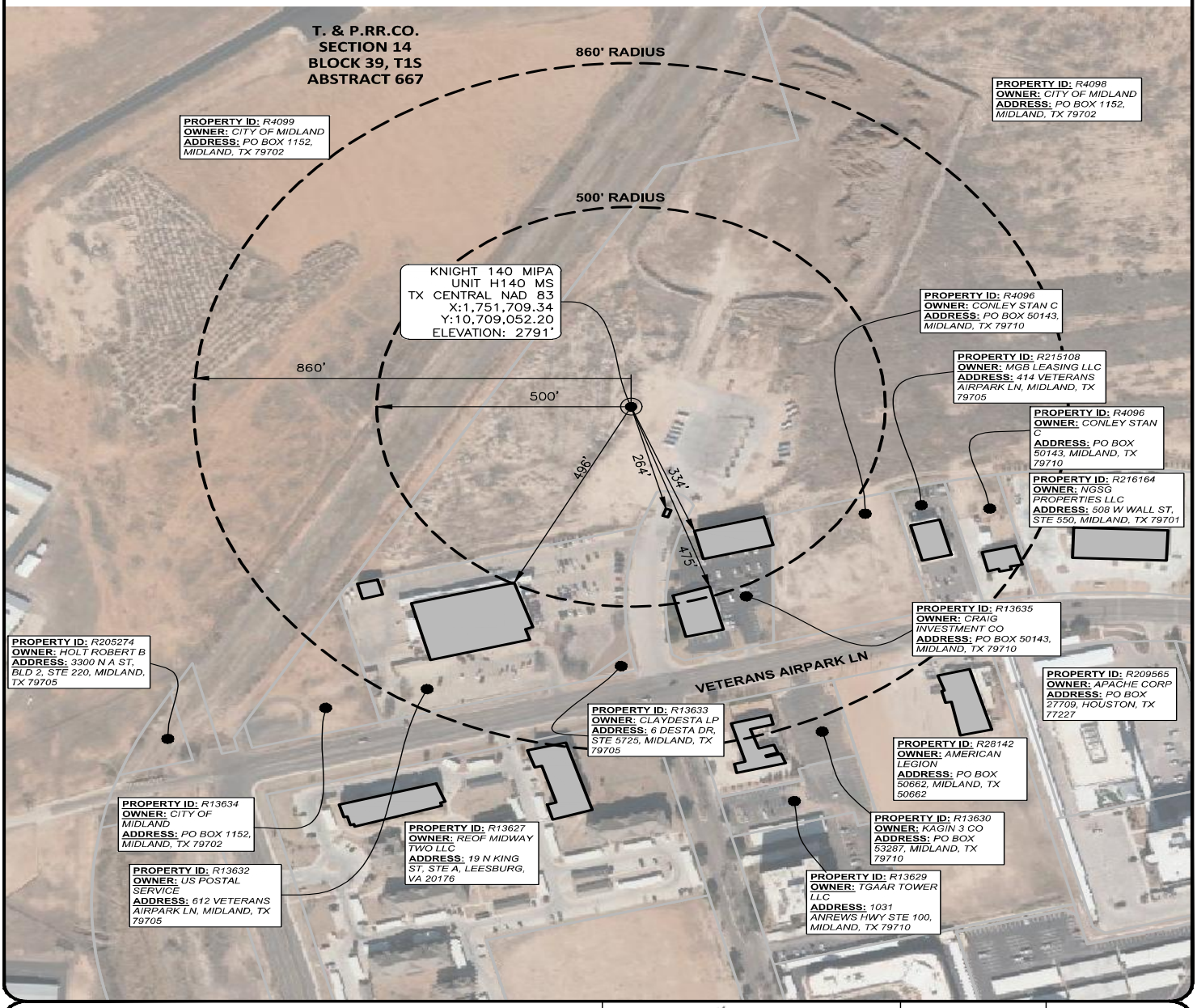
1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. THIS EXHIBIT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS. THIS IS NOT A "BOUNDARY SURVEY".
3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 03-01-2023

SYMBOL LEGEND:

- FIRE HYDRANT
- STORM DRAIN MANHOLE
- WATER VALVE

N W E S

0' 150' 300'



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED KNIGHT 140 MIPA UNIT H140 MS

T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S, ABSTRACT 667, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

WELL SECTION LINE TIES: 994' FSWL & 1,846' FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83, CENTRAL ZONE.
3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

PERMIAN DEEP ROCK OIL COMPANY

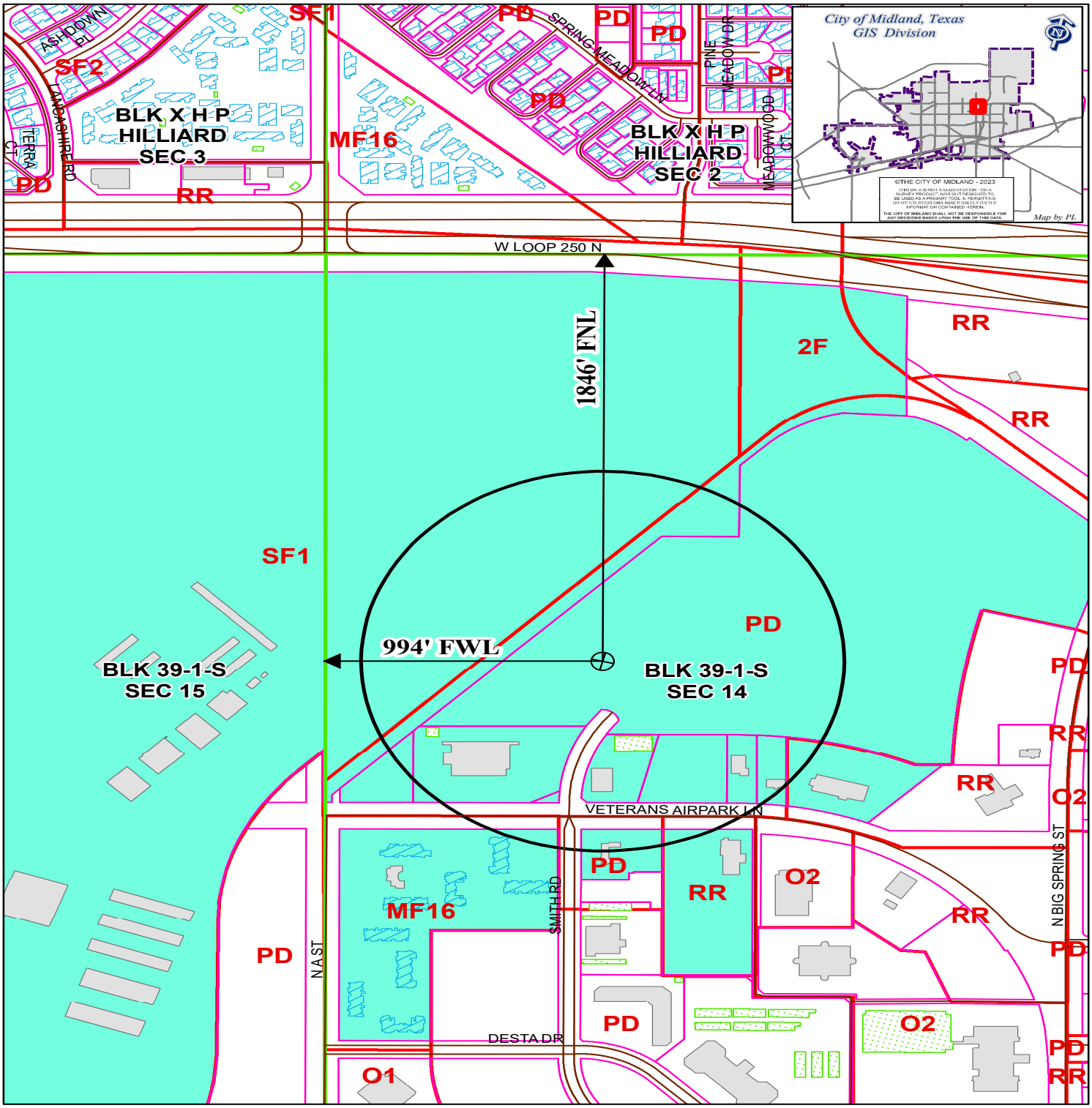
ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	RS	DATE	03-01-23
CHECKED	DC	DATE	03-01-23
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.

JOB NAME	WELL RADIUS
JOB NO.	23001261

Date: Mar 02, 2023, 4:49pm User ID: rsolis
File: K:\23001261 – Airpark East & West Pad Revisions\11 MAPPING\00 PLAN SETS\00 PLAT – TENTATIVE PRELIM\01 REV 0\DWG\23001261 – Airpark East & West Pad Revisions – Knight 140 MIPA Unit H140 MS.dwg



LOCATION AND ZONING MAP

Oil - 050798 - 2023 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,846' FNL and 994' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 994 feet east of North A Street extension and 1,846 feet south of W Loop 250 N.

Knight 140 MIPA Unit H140MS

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

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PD	PLANNED DISTRICT	P	PARKING
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RR	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, SF3	ONE-FAMILY DWELLING	CR2, CR3, CLRB	COMMUNITY RETAIL
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2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
08/01/2023	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

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Proposed Well Name: Knight 140 MIPA Unit H140WB

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

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***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

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See Exhibit "N"

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***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Co.
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

ESTELLA PENA
Notary Public, State of Texas
My Commission Expires
August 03, 2025
NOTARY ID 13123361-8

[S E A L]

Estella Peña
Notary Public, State of Texas

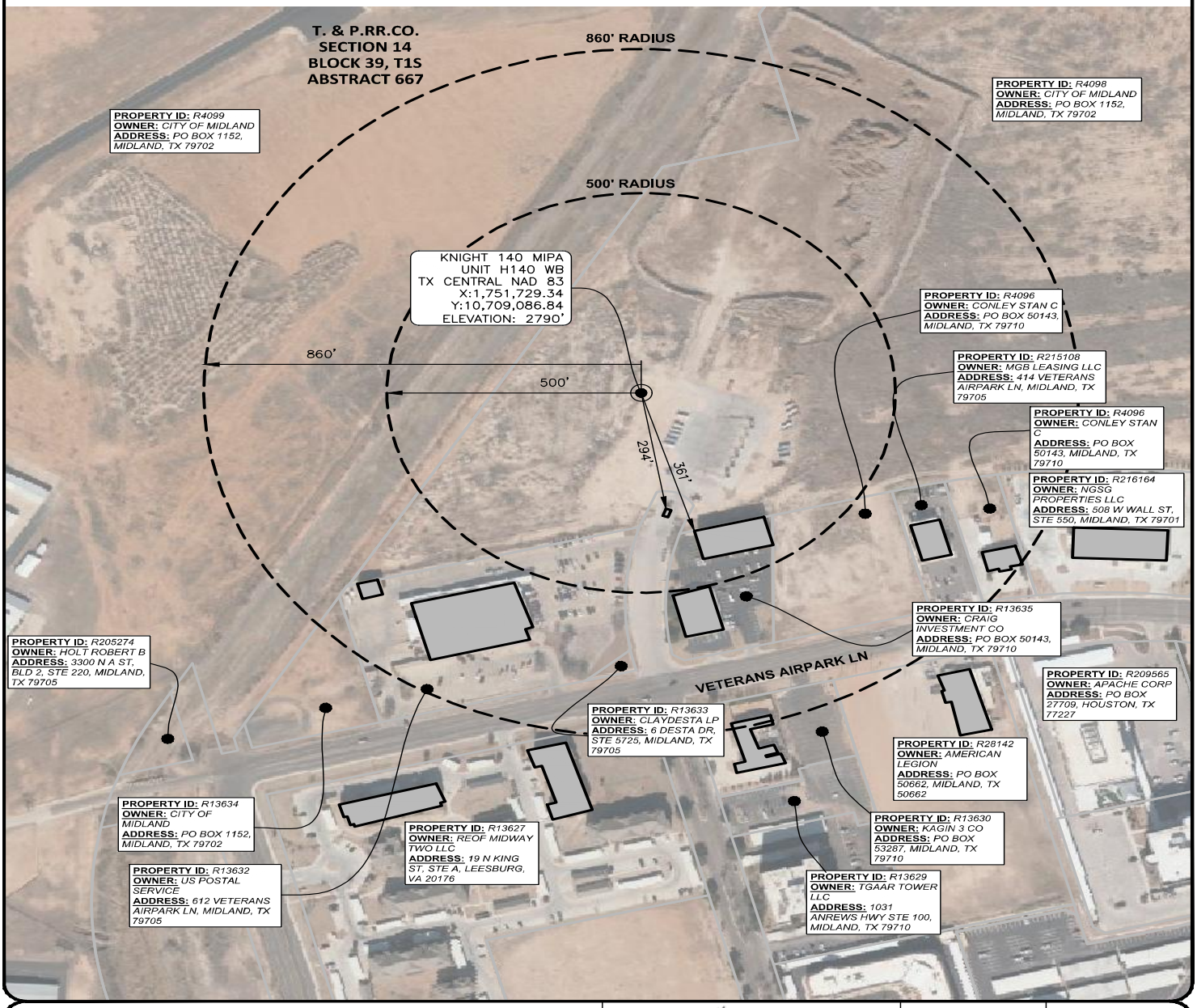
NOTES:

1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. THIS EXHIBIT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS. THIS IS NOT A "BOUNDARY SURVEY".
3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 03-01-2023

SYMBOL LEGEND:

- FIRE HYDRANT
- STORM DRAIN MANHOLE
- WATER VALVE

N
W E
S
0' 150' 300'



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED KNIGHT 140 MIPA UNIT H140 WB

T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S, ABSTRACT 667, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

WELL SECTION LINE TIES: 1,022' FSWL & 1,817' FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83, CENTRAL ZONE.
3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

PERMIAN DEEP ROCK OIL COMPANY

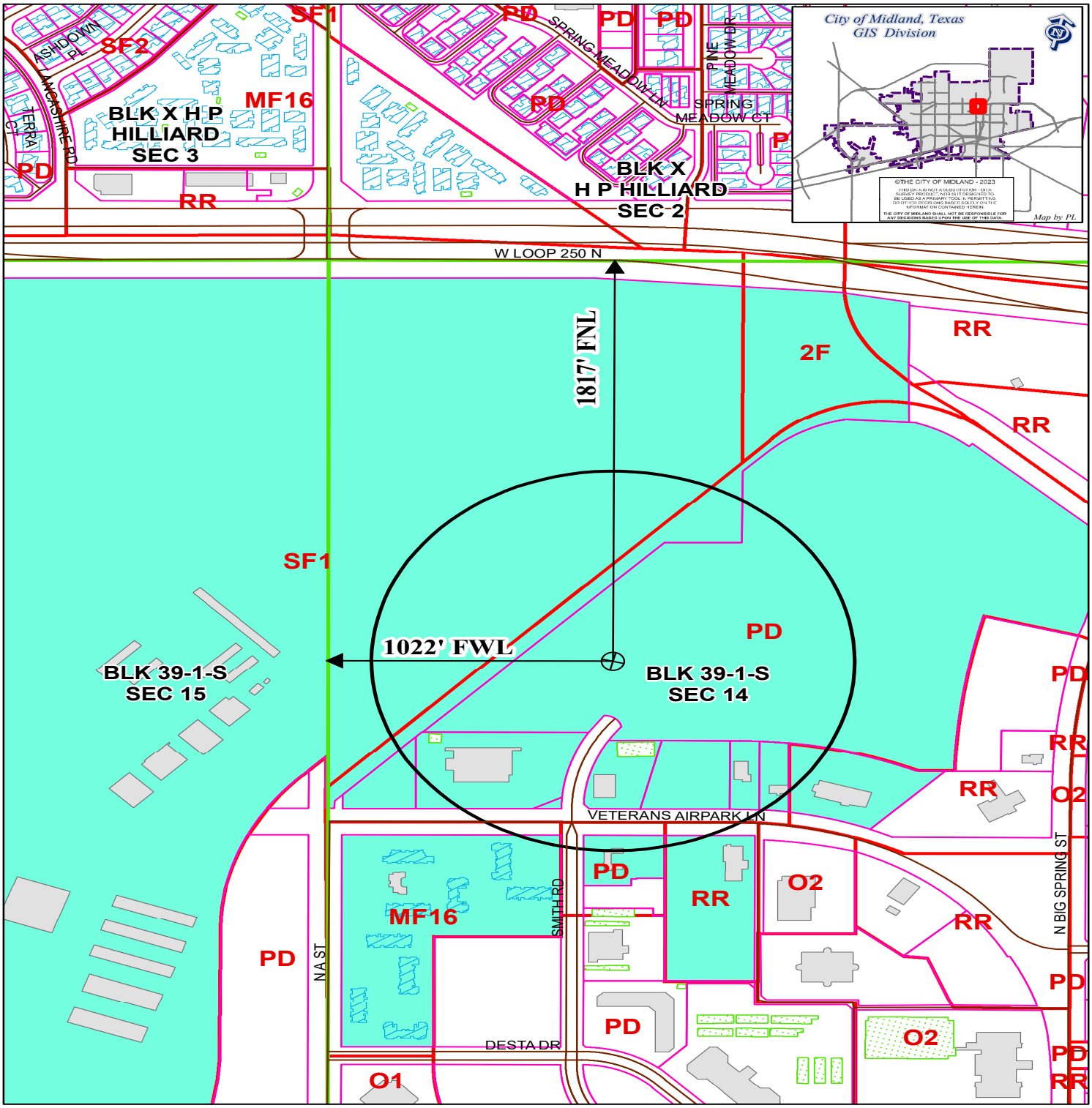
ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	RS	DATE	03-01-23
CHECKED	DC	DATE	03-01-23
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.

JOB NAME	WELL RADIUS
JOB NO.	23001261

Date: Mar 02, 2023, 4:47pm User ID: rsolis
File: K:\23001261 – Airpark East & West Pad Revisions\11 MAPPING\00 PLAN SETS\00 PLAT – TENTATIVE PRELIM\01 REV 0\DWG\23001261 – Airpark East & West Pad Revisions – Knight 140 MIPA Unit H140 WB.dwg



LOCATION AND ZONING MAP

Oil - 050799 - 2023 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,817' FNL and 1,022' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,022 feet east of North A Street extension and 1,817 feet south of W Loop 250 N.

Knight 140 MIPA Unit H140WB

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
RR	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, SF3	ONE-FAMILY DWELLING	CR1, CR2, CLRB	COMMUNITY 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

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
08/01/2023	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Office buildings, City Collection Center, undeveloped pasture

See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,

Current Tax Roll from Midland Central Appraisal District), **which lists**

the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Knight 145 MIPA Unit H145WA

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1924' FNL & 917' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

***ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations)*. [See § J(16) and (20)].**

***ATTACHED AS EXHIBIT J* is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

***ATTACHED AS EXHIBIT K (if applicable)* is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M*: Road use and repair agreement attached**

***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* : Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29)**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

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***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

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Permian Deep Rock Oil Co.
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

ESTELLA PENA
Notary Public, State of Texas
My Commission Expires
August 03, 2025
NOTARY ID 13123361-8

[S E A L]

Estella Peña
Notary Public, State of Texas

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3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 03-01-2023

SYMBOL LEGEND:

- FIRE HYDRANT
- STORM DRAIN MANHOLE
- WATER VALVE

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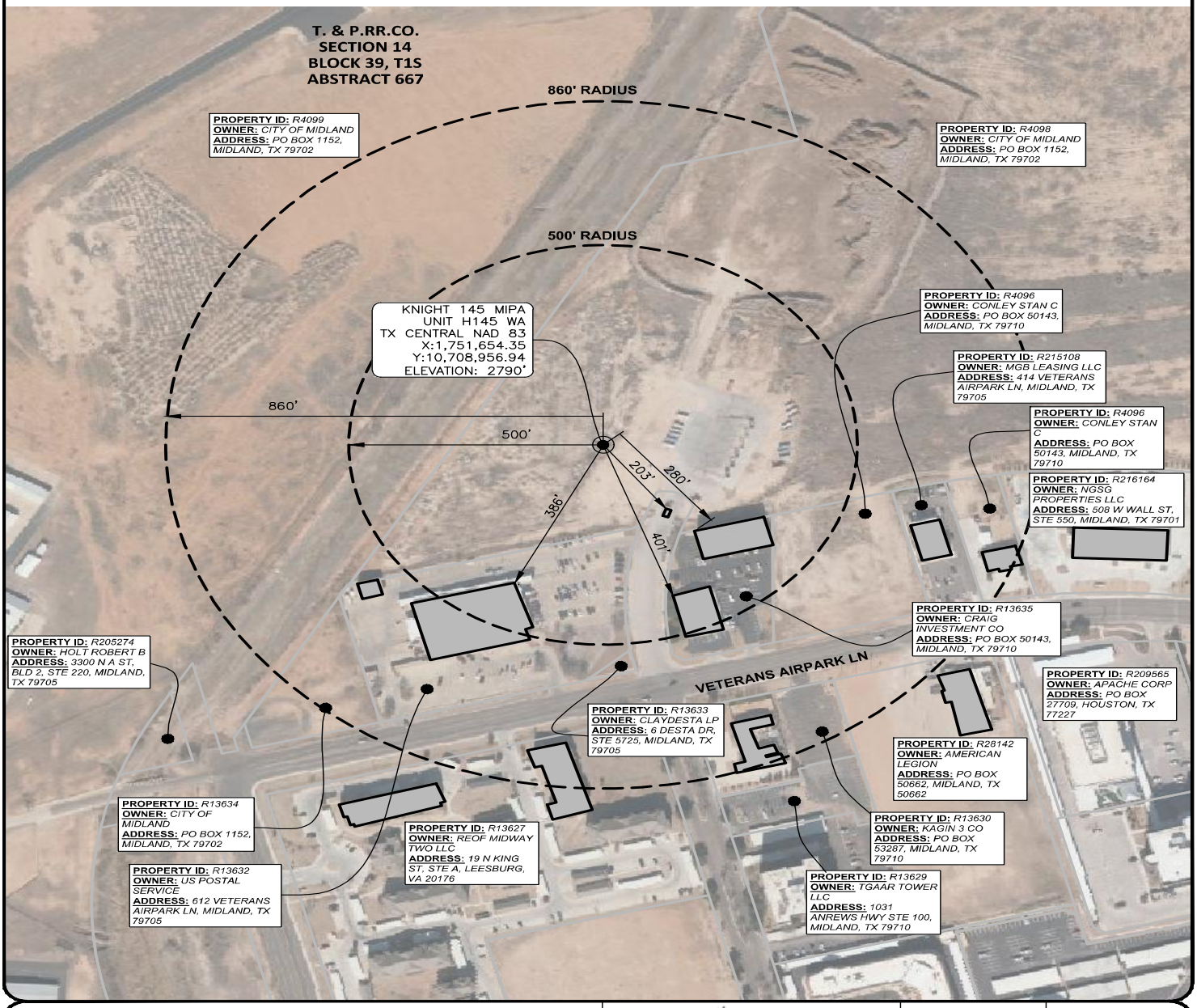

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WELL RADIUS

PROPOSED KNIGHT 145 MIPA UNIT H145 WA

T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S, ABSTRACT 667, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 917' FSWL & 1,924' FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83, CENTRAL ZONE.
3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

PERMIAN DEEP ROCK OIL COMPANY

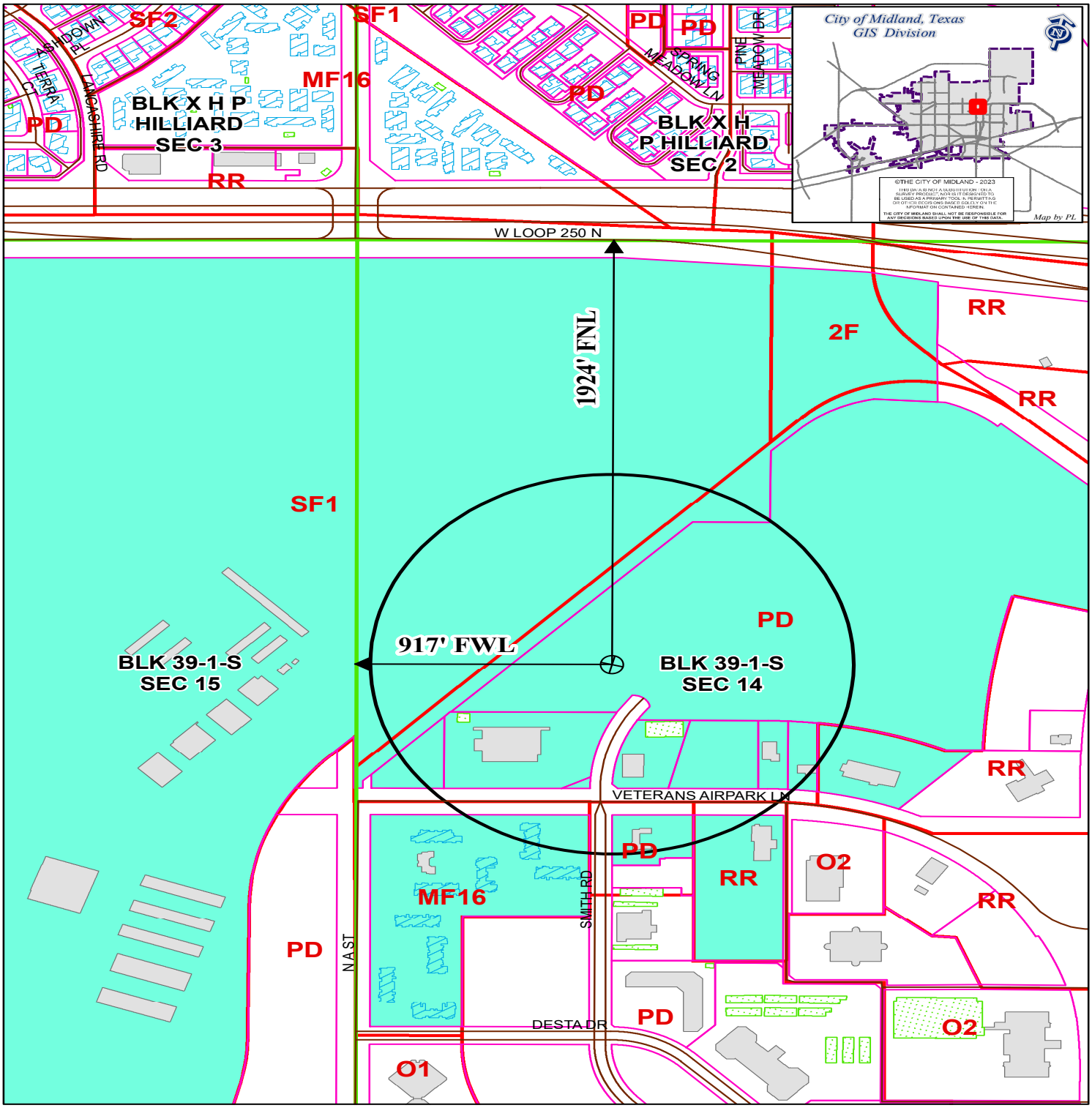
ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	RS	DATE	03-01-23
CHECKED	DC	DATE	03-01-23
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.

JOB NAME	WELL RADIUS
JOB NO.	23001261

Date: Mar 02, 2023, 4:41pm User ID: rsolis
File: K:\23001261 – Airpark East & West Pad Revisions\11 MAPPING\00 PLAN SETS\00 PLAT – TENTATIVE PRELIM\01 REV 0\DWG\23001261 – Airpark East & West Pad Revisions – Knight 145 MIPA Unit H145 WA.dwg



LOCATION AND ZONING MAP

Oil - 050800 - 2023 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,924' FNL and 917' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 9[illegible] feet east of North A Street extension and 1,924 feet south of W Loop 250 N.

Knight 145 MIPA Unit H145WA

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
RR	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
[illegible]	ONE-FAMILY DWELLING	[illegible]	COMMERCIAL 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

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
08/01/2023	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

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Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Office buildings, City Collection Center, undeveloped pasture

See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,

Current Tax Roll from Midland Central Appraisal District), **which lists**

the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Knight 150 MIPA Unit H150LS

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1953' FNL & 889' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

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(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

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Permian Deep Rock Oil Co.
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

ESTELLA PENA
Notary Public, State of Texas
My Commission Expires
August 03, 2025
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[S E A L]

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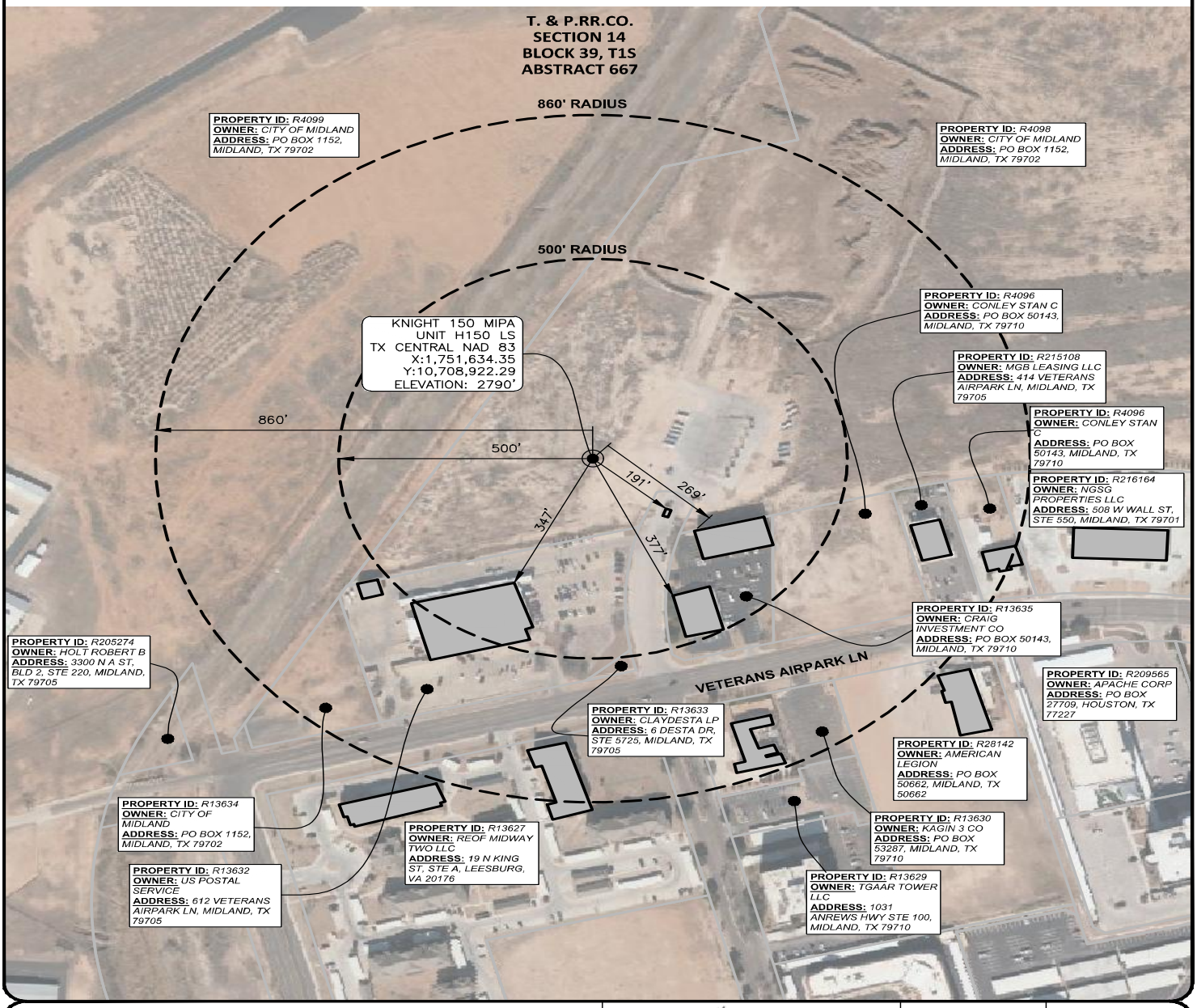
SYMBOL LEGEND:

- FIRE HYDRANT
- STORM DRAIN MANHOLE
- WATER VALVE

N W E S

0' 150' 300'



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED KNIGHT 150 MIPA UNIT H150 LS

T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S, ABSTRACT 667, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

WELL SECTION LINE TIES: 889' FSWL & 1,953' FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83, CENTRAL ZONE.
3. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.

PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

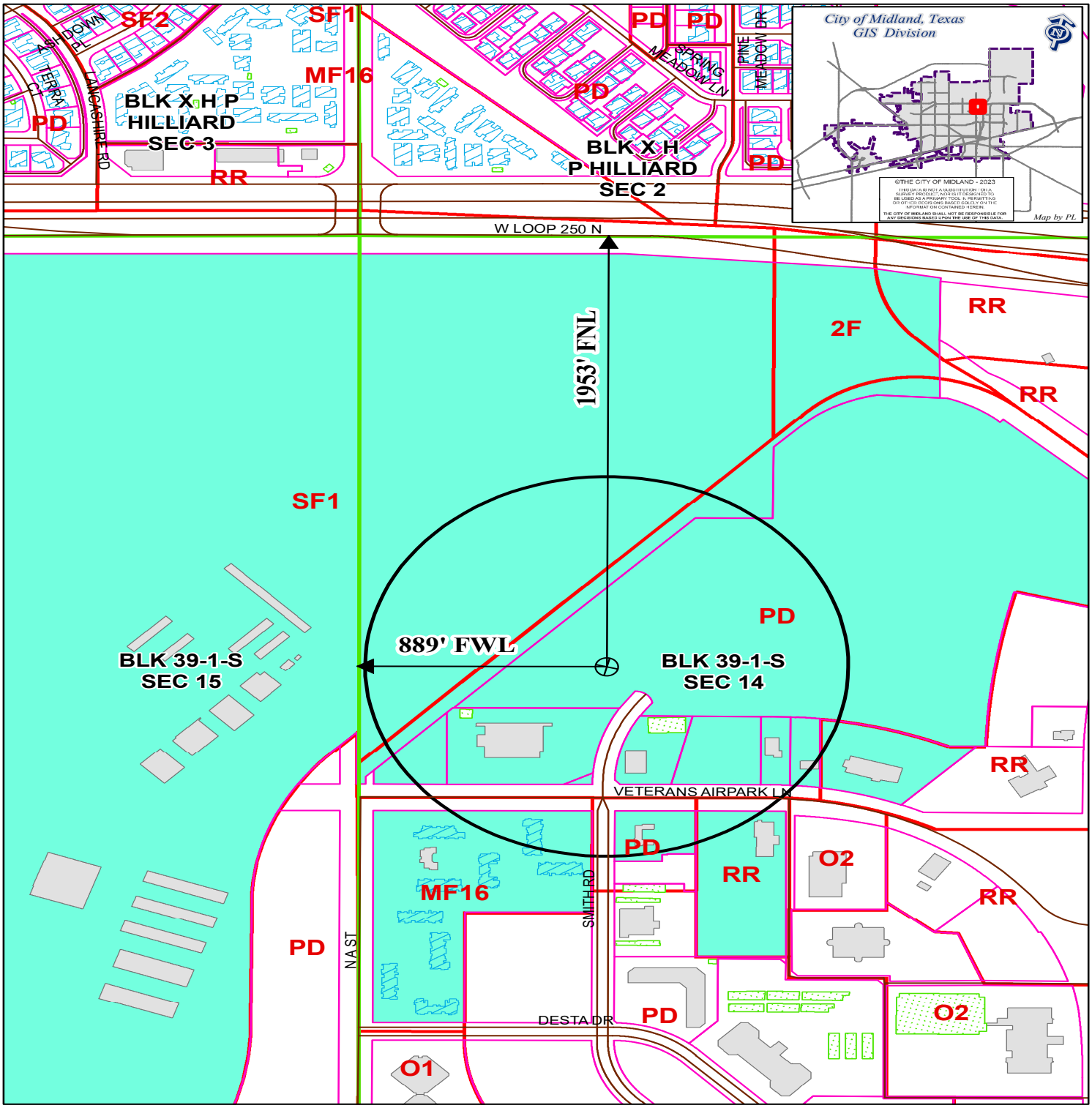
DRAWN	RS	DATE	03-01-23
CHECKED	DC	DATE	03-01-23
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.

JOB NAME WELL RADIUS

JOB NO. 23001261

Date: Mar 02, 2023, 4:37pm User ID: rsolis
File: K:\23001261 – Airpark East & West Pad Revisions\11 MAPPING\00 PLAN SETS\00 PLAT – TENTATIVE PRELIM\01 REV 0\DWG\23001261 – Airpark East & West Pad Revisions – Knight 150 MIPA Unit H150 LS.dwg



LOCATION AND ZONING MAP

Oil - 050802 - 2023 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,953' FNL and 889' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 889 feet east of North A Street extension and 1,953 feet south of W Loop 250 N.

Knight 150 MIPA Unit H150LS

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
RR	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
R1, LR2, MF3	ONE-FAMILY DWELLING	CR2, CR3, CLRB	COMMUNITY RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
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2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
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APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
08/01/2023	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

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Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

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Current Tax Roll from Midland Central Appraisal District), **which lists**

the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Knight 150 MIPA Unit H150SS

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1872' FNL & 796' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

***ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations)*. [See § J(16) and (20)].**

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***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M*: Road use and repair agreement attached**

***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* : Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29)**

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***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Co.
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

ESTELLA PENA
Notary Public, State of Texas
My Commission Expires
August 03, 2025
NOTARY ID 13123361-8

[S E A L]

Estella Peña
Notary Public, State of Texas

NOTES:

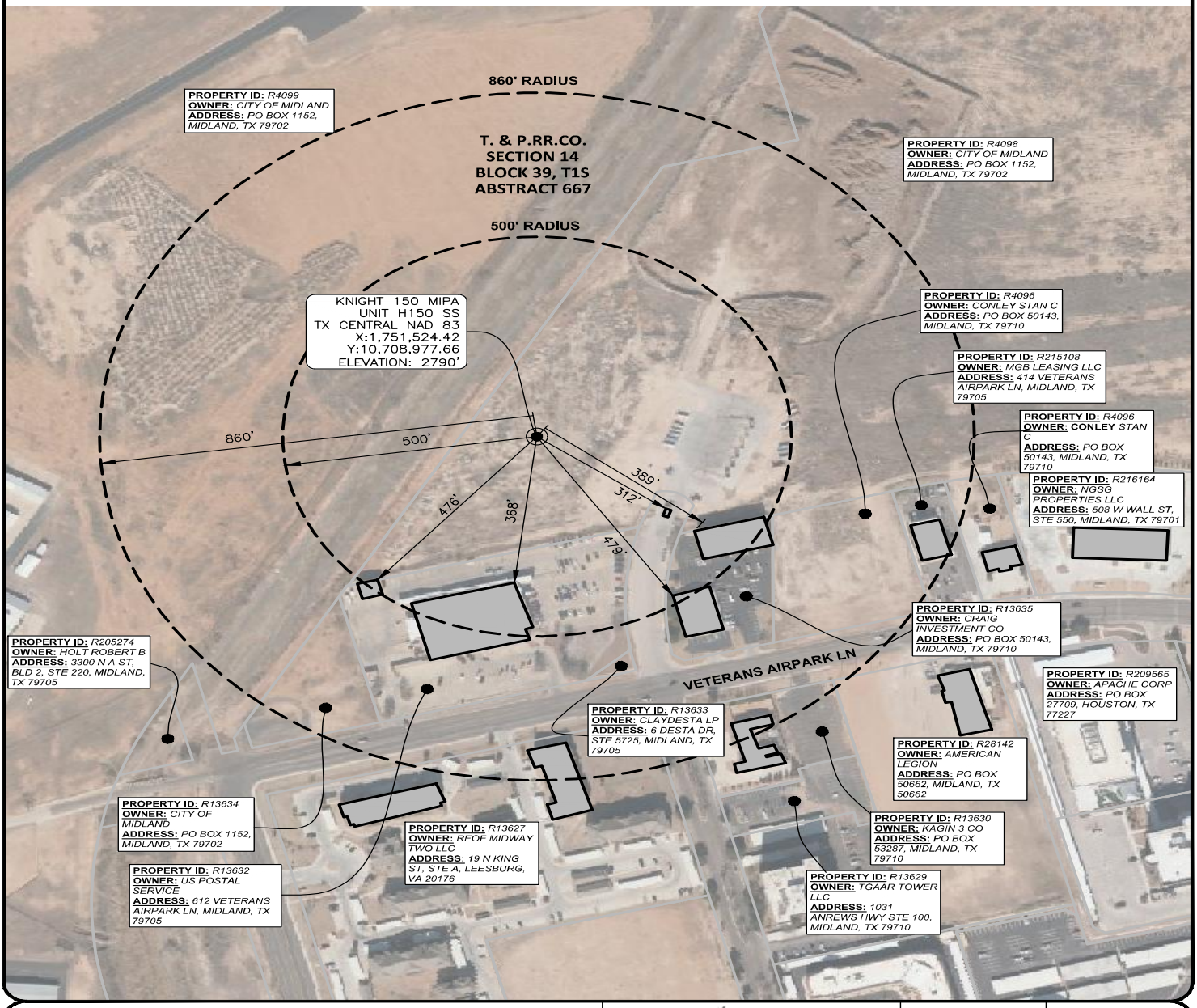
1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. THIS EXHIBIT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS. THIS IS NOT A "BOUNDARY SURVEY".
3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 03-01-2023

SYMBOL LEGEND:

- FIRE HYDRANT
- STORM DRAIN MANHOLE
- WATER VALVE

N W E S

0' 150' 300'



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED KNIGHT 150 MIPA UNIT H150 SS

T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S, ABSTRACT 667, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

WELL SECTION LINE TIES: 796' FSWL & 1,872' FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83, CENTRAL ZONE.
3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

PERMIAN DEEP ROCK OIL COMPANY

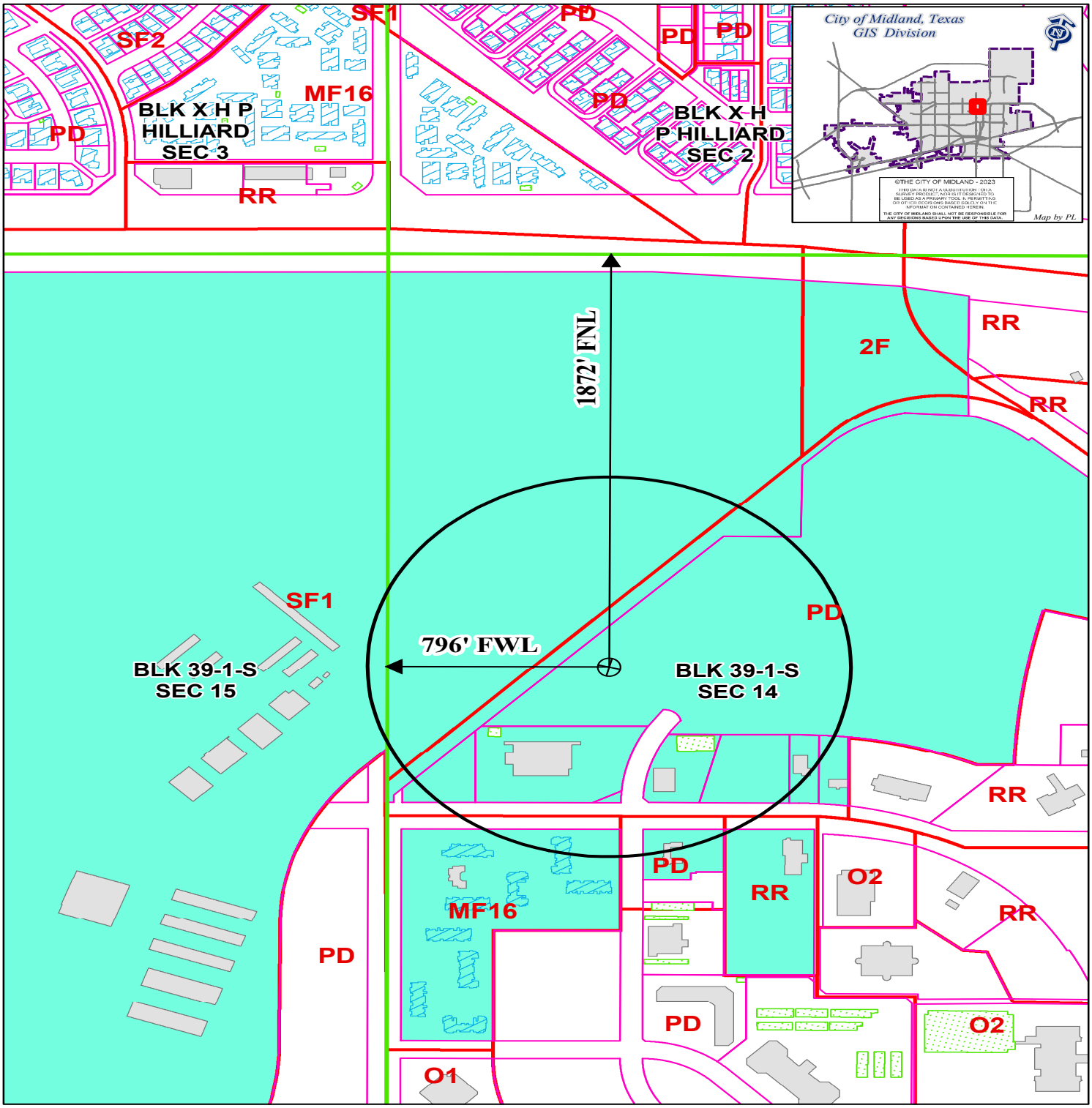
ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	RS	DATE	03-01-23
CHECKED	DC	DATE	03-01-23
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.

JOB NAME	WELL RADIUS
JOB NO.	23001261

Date: Mar 02, 2023, 3:40pm User ID: rsolis
File: K:\23001261 – Airpark East & West Pad Revisions\11 MAPPING\00 PLAN SETS\00 PLAT – TENTATIVE PRELIM\01 REV 0\DWG\23001261 – Airpark East & West Pad Revisions – Knight 150 MIPA Unit H150 SS.dwg



LOCATION AND ZONING MAP

Oil - 050803 - 2023 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,872' FNL and 796' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 796 feet east of North A Street extension and 1,872 feet south of W Loop 250 N.

Knight 150 MIPA Unit H150SS

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
RR	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
RE, 1F1, 1F2, 1F3	ONE-FAMILY DWELLING	CR2, CR3, CLRB	COMMUNITY 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

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
08/01/2023	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Office buildings, City Collection Center, undeveloped pasture

See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,

Current Tax Roll from Midland Central Appraisal District), **which lists**

the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Knight 150 MIPA Unit H150WB

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1939' FNL & 903' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

***ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations)*. [See § J(16) and (20)].**

***ATTACHED AS EXHIBIT J* is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

***ATTACHED AS EXHIBIT K (if applicable)* is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M*: Road use and repair agreement attached**

***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* : Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29)**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Co.
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

ESTELLA PENA
Notary Public, State of Texas
My Commission Expires
August 03, 2025
NOTARY ID 13123361-8

[S E A L]

Estella Peña
Notary Public, State of Texas

NOTES:

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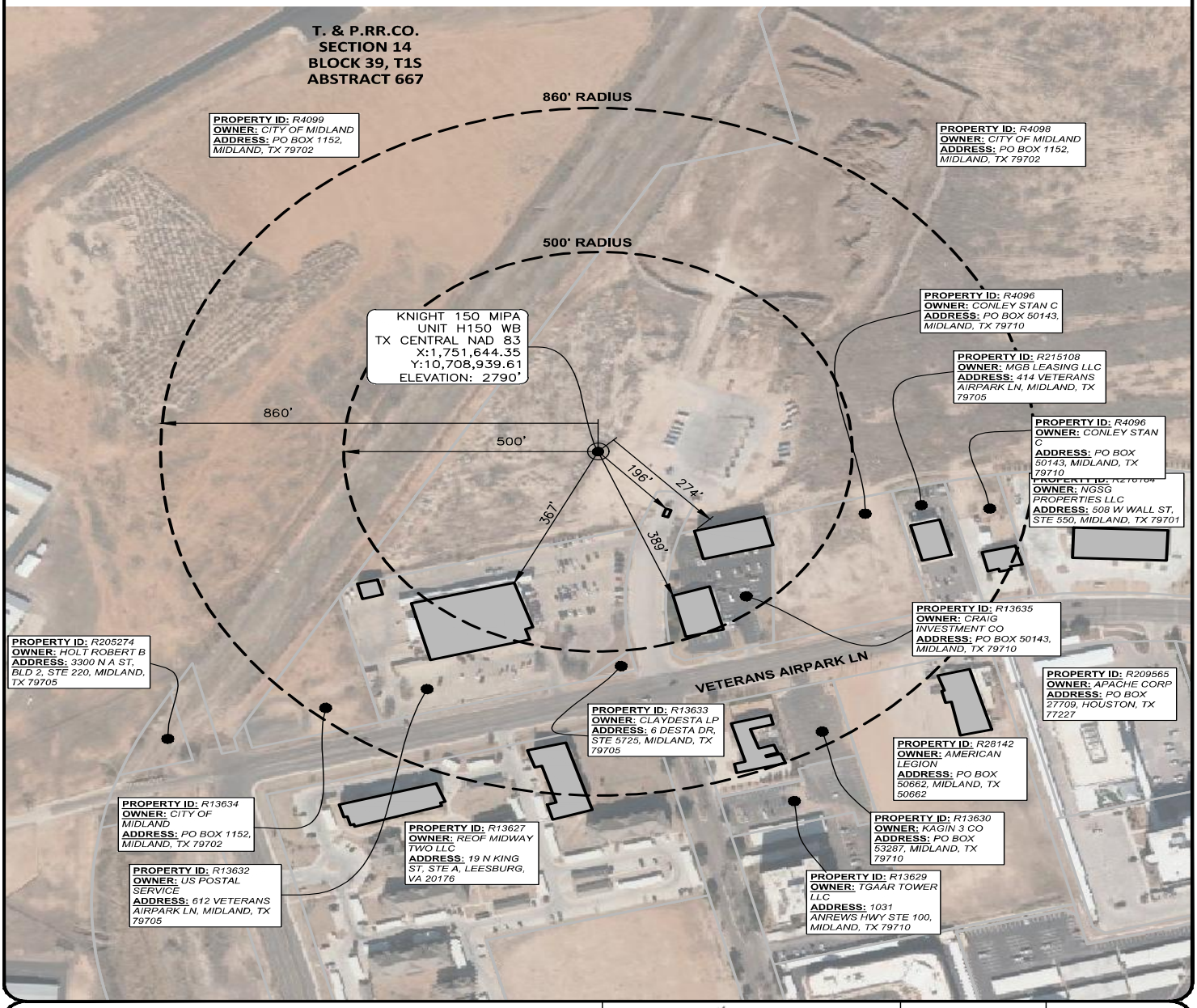
3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 03-01-2023

SYMBOL LEGEND:

- FIRE HYDRANT
- STORM DRAIN MANHOLE
- WATER VALVE

N
W E
S
0' 150' 300'



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WELL RADIUS

PROPOSED KNIGHT 150 MIPA UNIT H150 WB

T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S, ABSTRACT 667, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 903' FSWL & 1,939' FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83, CENTRAL ZONE.
3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

PERMIAN DEEP ROCK OIL COMPANY

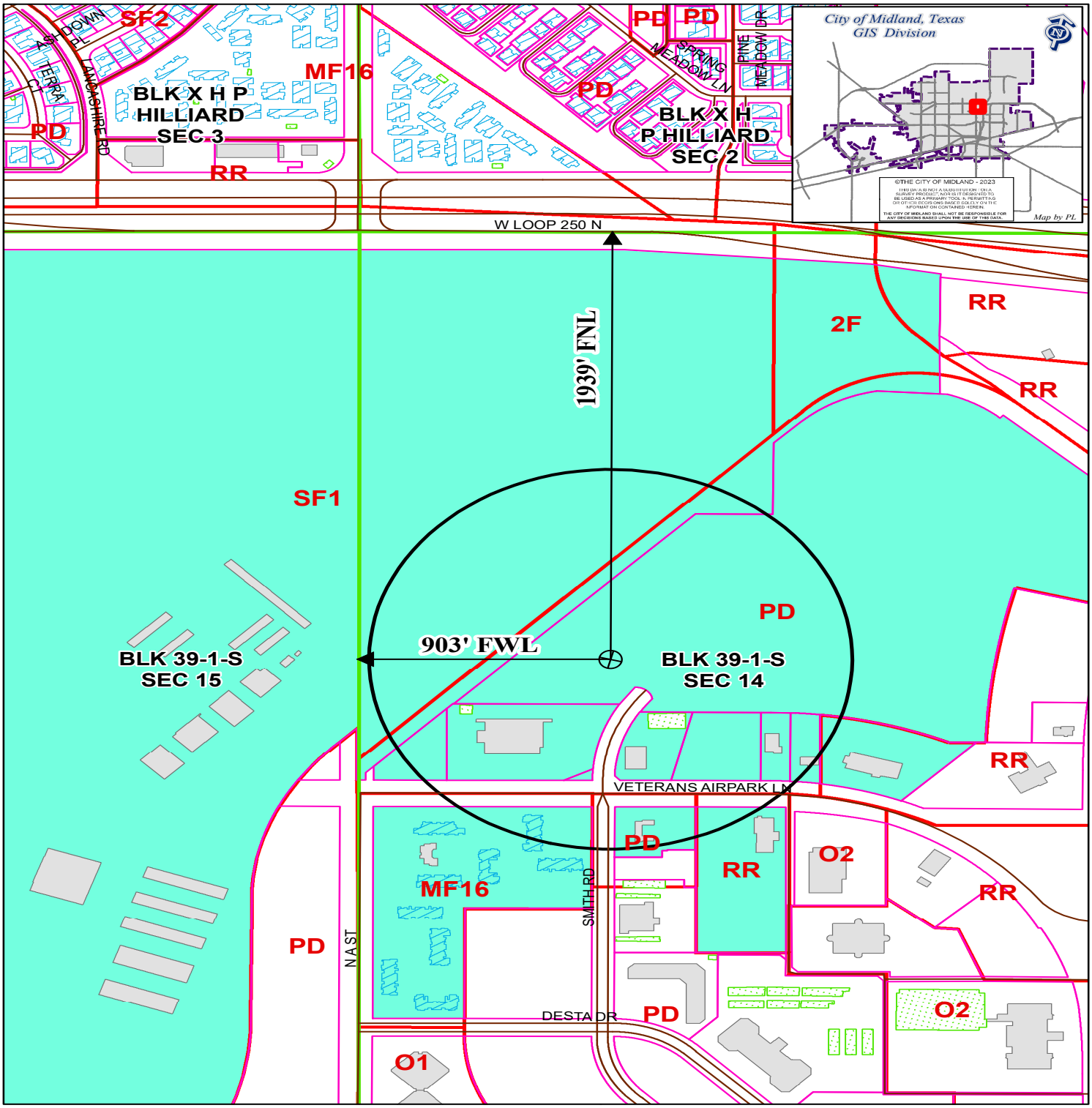
ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	RS	DATE	03-01-23
CHECKED	DC	DATE	03-01-23
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.

JOB NAME	WELL RADIUS
JOB NO.	23001261

Date: Mar 02, 2023, 4:39pm User ID: rsolis
File: K:\23001261 – Airpark East & West Pad Revisions\11 MAPPING\00 PLAN SETS\00 PLAT – TENTATIVE PRELIM\01 REV 0\DWG\23001261 – Airpark East & West Pad Revisions – Knight 150 MIPA Unit H150 WB.dwg



LOCATION AND ZONING MAP

Oil - 050804 - 2023 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,939' FNL and 903' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 903 feet east of North A Street extension and 1,939 feet south of W Loop 250 N.

Knight 150 MIPA Unit H150WB

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
RR	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, SF3	ONE-FAMILY DWELLING	CR1, CR2, CR3	COMMERCIAL
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

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
08/01/2023	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

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General Description of Current Surface Use (within 860 feet of proposed surface location):
Office buildings, City Collection Center, undeveloped pasture

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***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Knight 155 MIPA Unit H155WA

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1886' FNL & 782' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

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ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Co.
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

ESTELLA PENA
Notary Public, State of Texas
My Commission Expires
August 03, 2025
NOTARY ID 13123361-8

[S E A L]

Estella Peña
Notary Public, State of Texas

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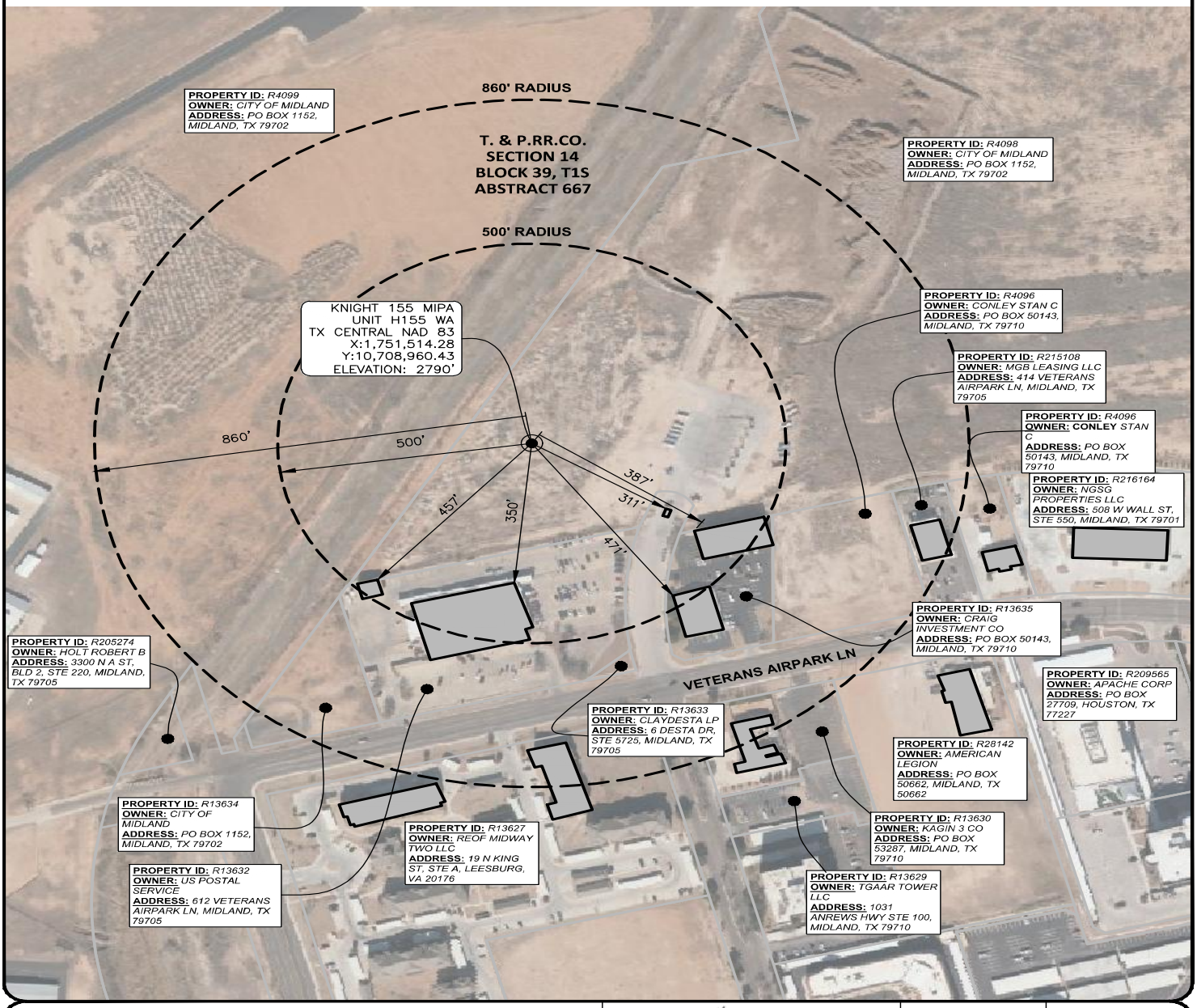
3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 03-01-2023

SYMBOL LEGEND:

- FIRE HYDRANT
- STORM DRAIN MANHOLE
- WATER VALVE

N
W E
S
0' 150' 300'



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED KNIGHT 155 MIPA UNIT H155 WA

T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S, ABSTRACT 667, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 782' FSWL & 1,886' FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83, CENTRAL ZONE.
3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

PERMIAN DEEP ROCK OIL COMPANY

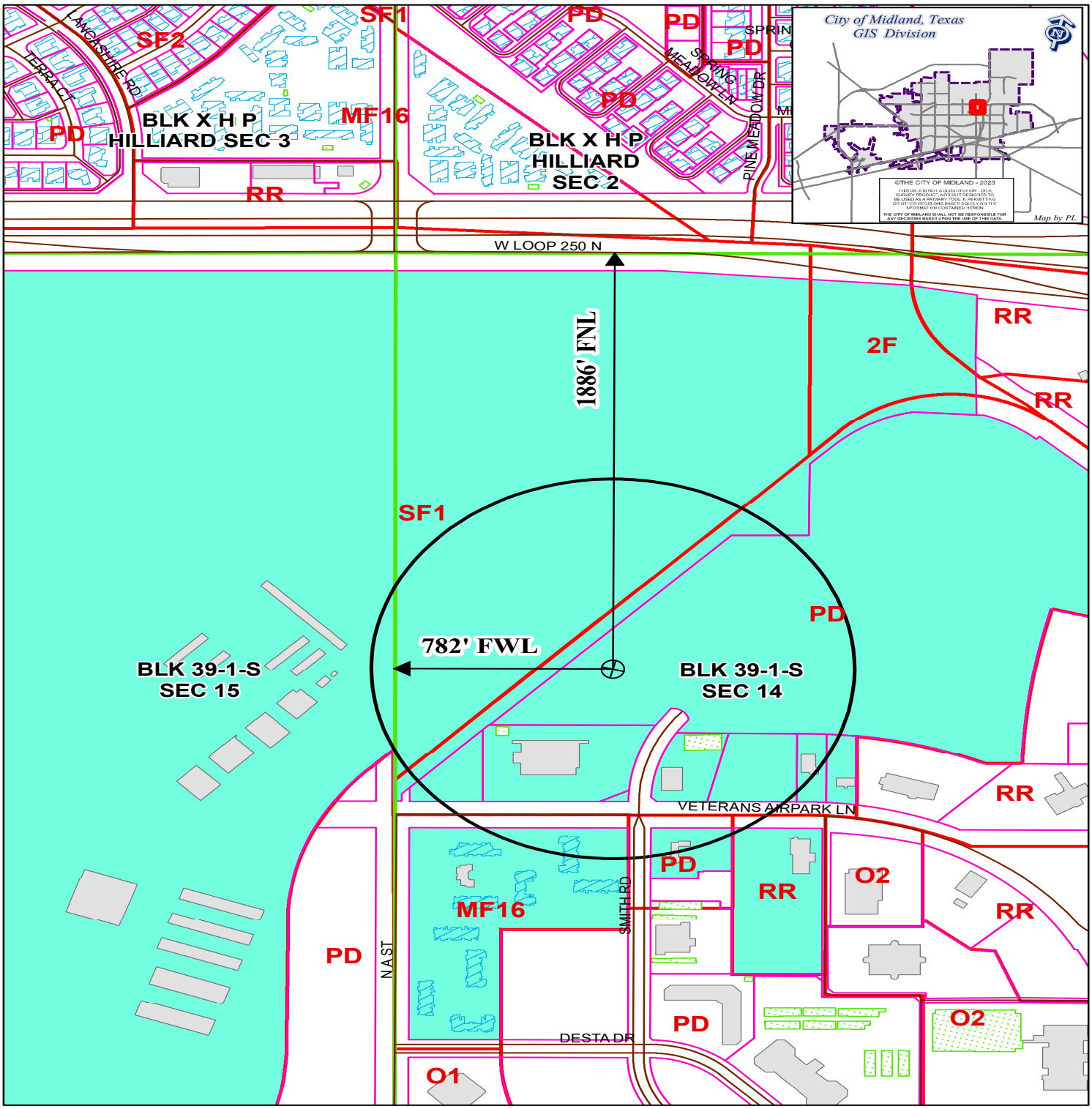
ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	RS	DATE	03-01-23
CHECKED	DC	DATE	03-01-23
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.

JOB NAME	WELL RADIUS
JOB NO.	23001261

Date: Mar 02, 2023, 3:44pm User ID: rsolis
File: K:\23001261 – Airpark East & West Pad Revisions\11 MAPPING\00 PLAN SETS\00 PLAT – TENTATIVE PRELIM\01 REV 0\DWG\23001261 – Airpark East & West Pad Revisions – Knight 155 MIPA Unit H155 WA.dwg



LOCATION AND ZONING MAP

Oil - 050805 - 2023 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,886' FNL and 782' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 782 feet east of North A Street extension and 1,886 feet south of W Loop 250 N.

Knight 155 MIPA Unit H155WA

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
RR	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, SF3	ONE-FAMILY DWELLING	CR2, CR3, CLRB	COMMUNITY 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

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
08/01/2023	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Office buildings, City Collection Center, undeveloped pasture

See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,

Current Tax Roll from Midland Central Appraisal District), **which lists**

the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Knight 160 MIPA Unit H160LS

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 2053' FNL & 791' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

***ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations)*. [See § J(16) and (20)].**

***ATTACHED AS EXHIBIT J* is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

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***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M*: Road use and repair agreement attached**

***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* : Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29)**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Co.
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

ESTELLA PENA
Notary Public, State of Texas
My Commission Expires
August 03, 2025
NOTARY ID 13123361-8

[S E A L]

Estella Peña
Notary Public, State of Texas

NOTES:

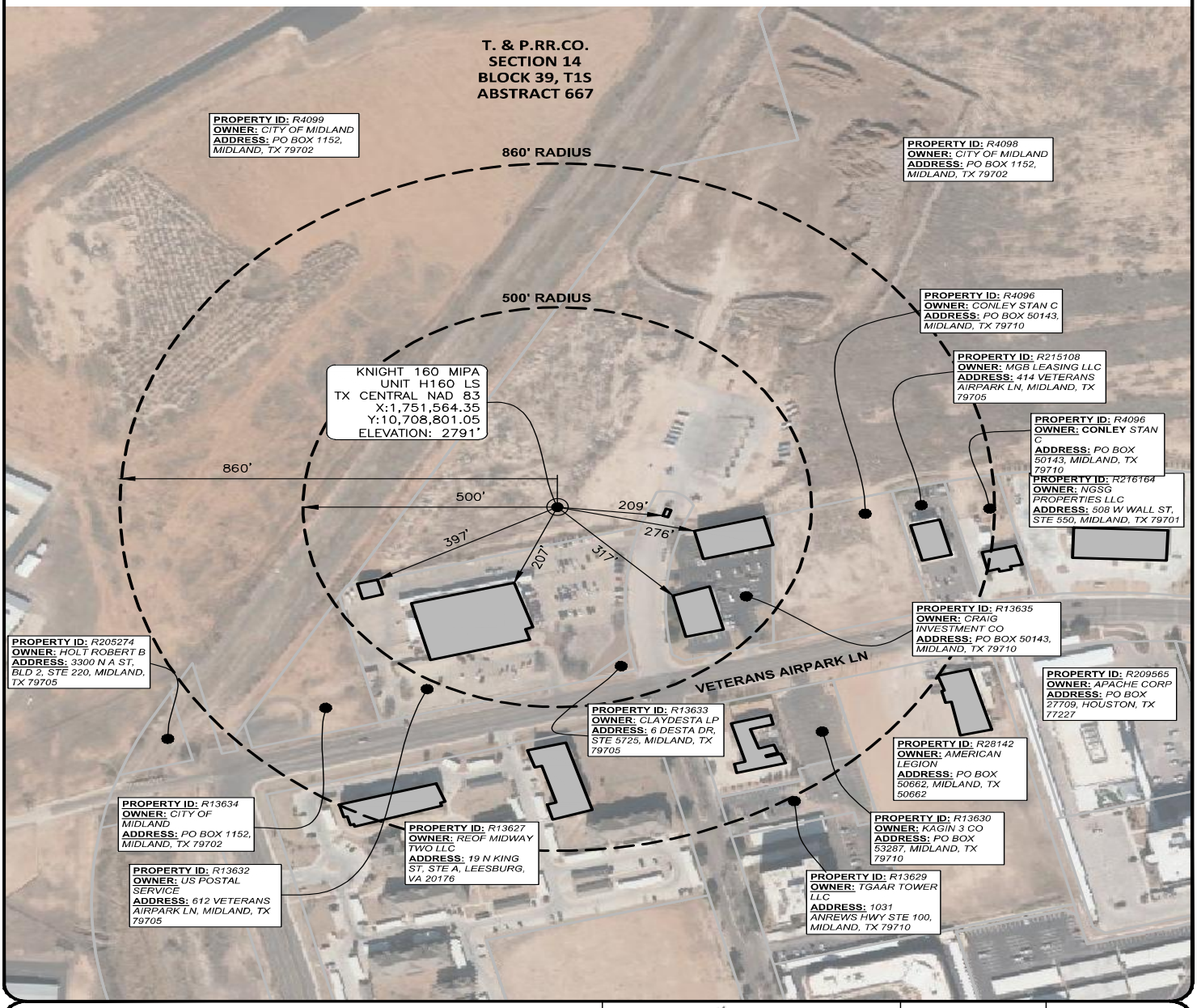
1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. THIS EXHIBIT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS. THIS IS NOT A "BOUNDARY SURVEY".
3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 03-01-2023

SYMBOL LEGEND:

- FIRE HYDRANT
- STORM DRAIN MANHOLE
- WATER VALVE

N / W / E / S

0' 150' 300'



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED KNIGHT 160 MIPA UNIT H160 LS

T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S, ABSTRACT 667, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

WELL SECTION LINE TIES: 791' FSWL & 2,053' FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83, CENTRAL ZONE.
3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

PERMIAN DEEP ROCK OIL COMPANY

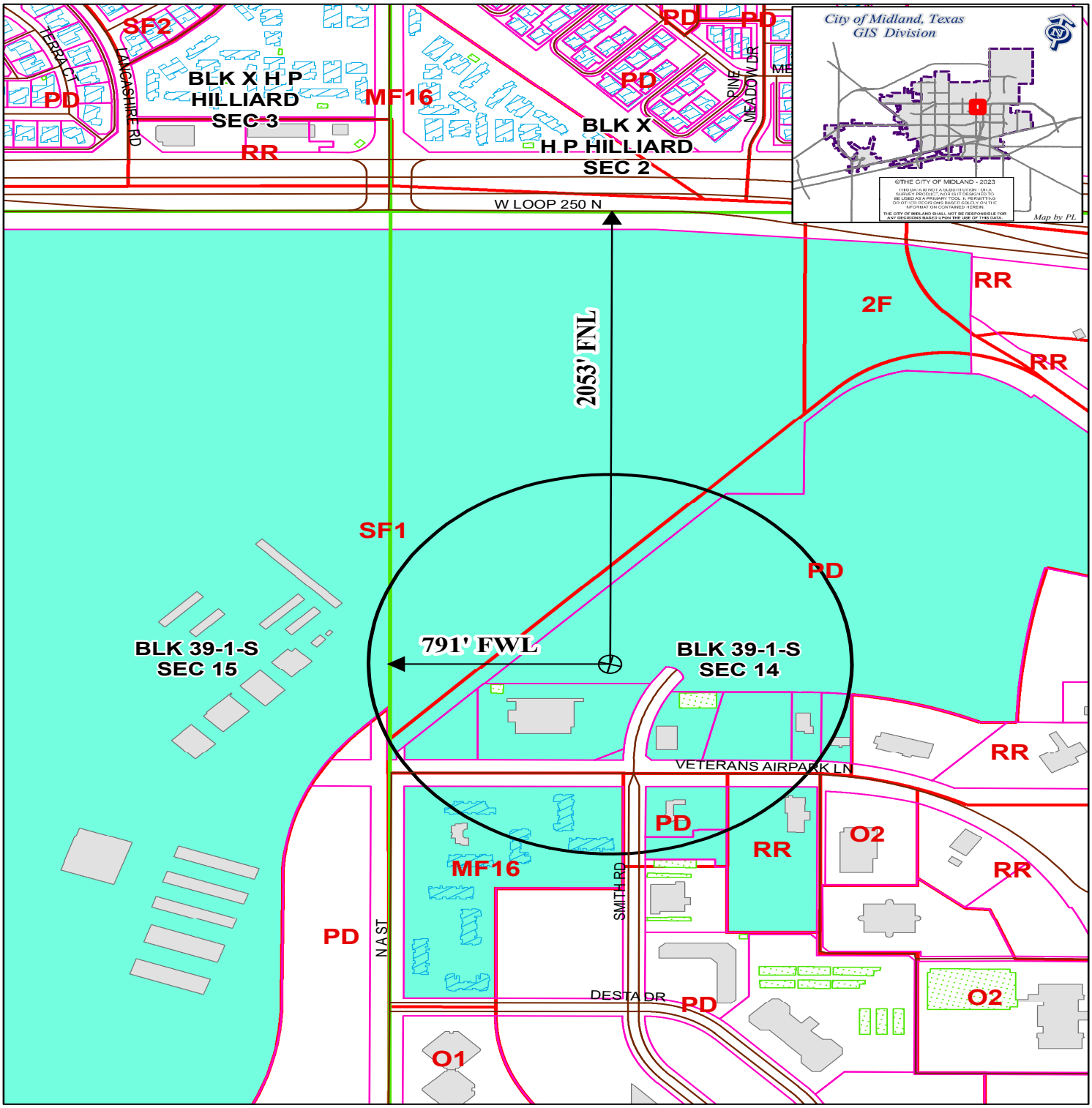
ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	RS	DATE	03-01-23
CHECKED	DC	DATE	03-01-23
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.

JOB NAME	WELL RADIUS
JOB NO.	23001261

Date: Mar 02, 2023, 3:49pm User ID: rsolis
File: K:\23001261 – Airpark East & West Pad Revisions\11 MAPPING\00 PLAN SETS\00 PLAT – TENTATIVE PRELIM\01 REV 0\DWG\23001261 – Airpark East & West Pad Revisions – Knight 160 MIPA Unit H160 LS.dwg



LOCATION AND ZONING MAP

Oil - 050806 - 2023 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 2,053' FNL and 791' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 791 feet east of North A Street extension and 2,053 feet south of W Loop 250 N.

Knight 160 MIPA Unit H160LS

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
RR	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, SF3	ONE-FAMILY DWELLING	CR2, CR3, LRR	COMMERCIAL 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

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
04/03/2023	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes ✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Office buildings, City Collection Center, undeveloped pasture

See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,

Current Tax Roll from Midland Central Appraisal District), **which lists**

the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Knight 160 MIPA Unit H160MS

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1900' FNL & 768' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

***ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations).* [See § J(16) and (20)].**

***ATTACHED AS EXHIBIT J* is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

***ATTACHED AS EXHIBIT K (if applicable)* is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M*: Road use and repair agreement attached**

***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

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Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

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V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

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***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Co.
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

ESTELLA PENA
Notary Public, State of Texas
My Commission Expires
August 03, 2025
NOTARY ID 13123361-8

Estella Peña
Notary Public, State of Texas

[S E A L]

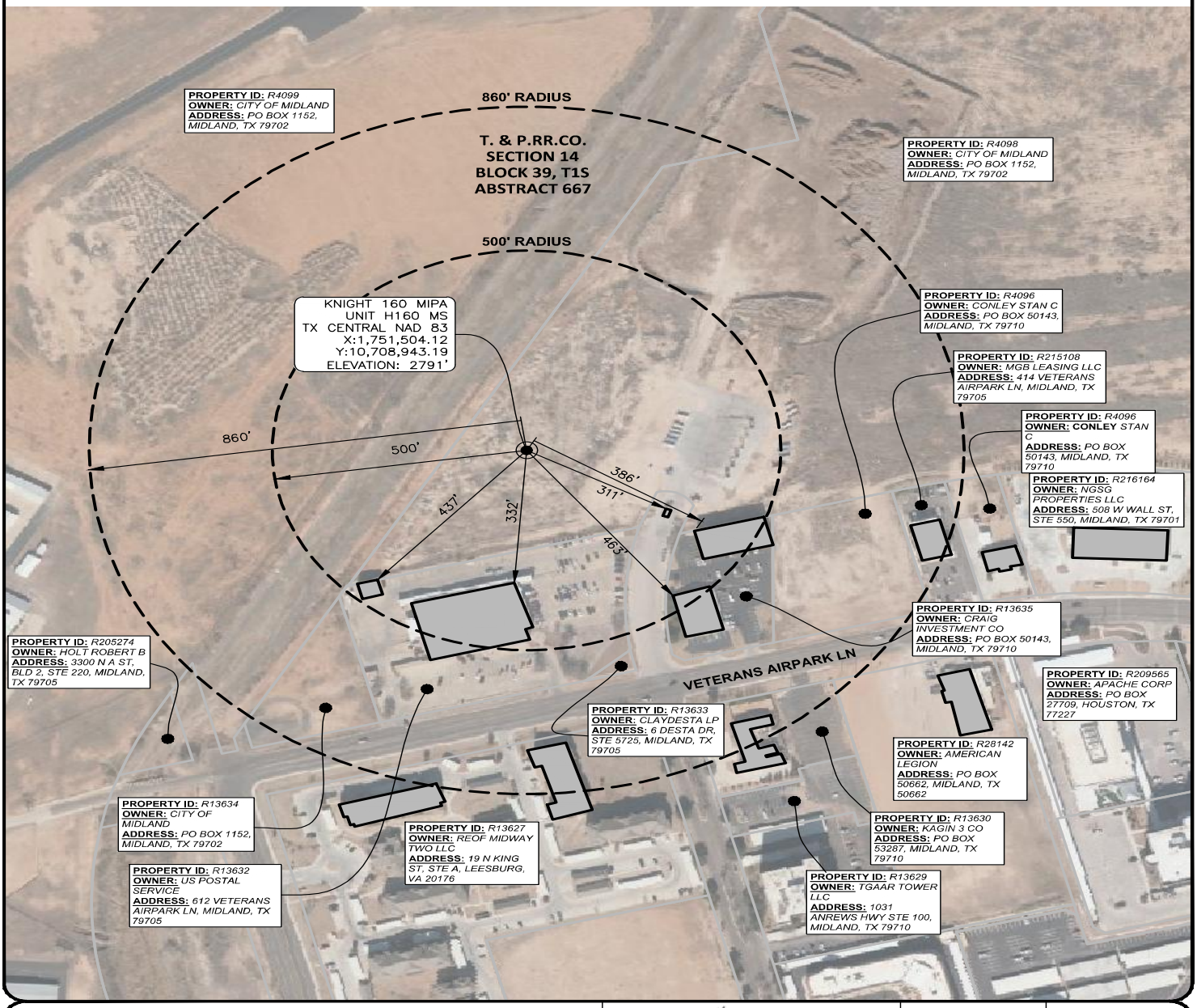
NOTES:

1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. THIS EXHIBIT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS. THIS IS NOT A "BOUNDARY SURVEY".
3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 03-01-2023

SYMBOL LEGEND:

- FIRE HYDRANT
- STORM DRAIN MANHOLE
- WATER VALVE

N
W E
S
0' 150' 300'



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED KNIGHT 160 MIPA UNIT H160 MS

T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S, ABSTRACT 667, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 768' FSWL & 1,900' FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83, CENTRAL ZONE.
3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

PERMIAN DEEP ROCK OIL COMPANY

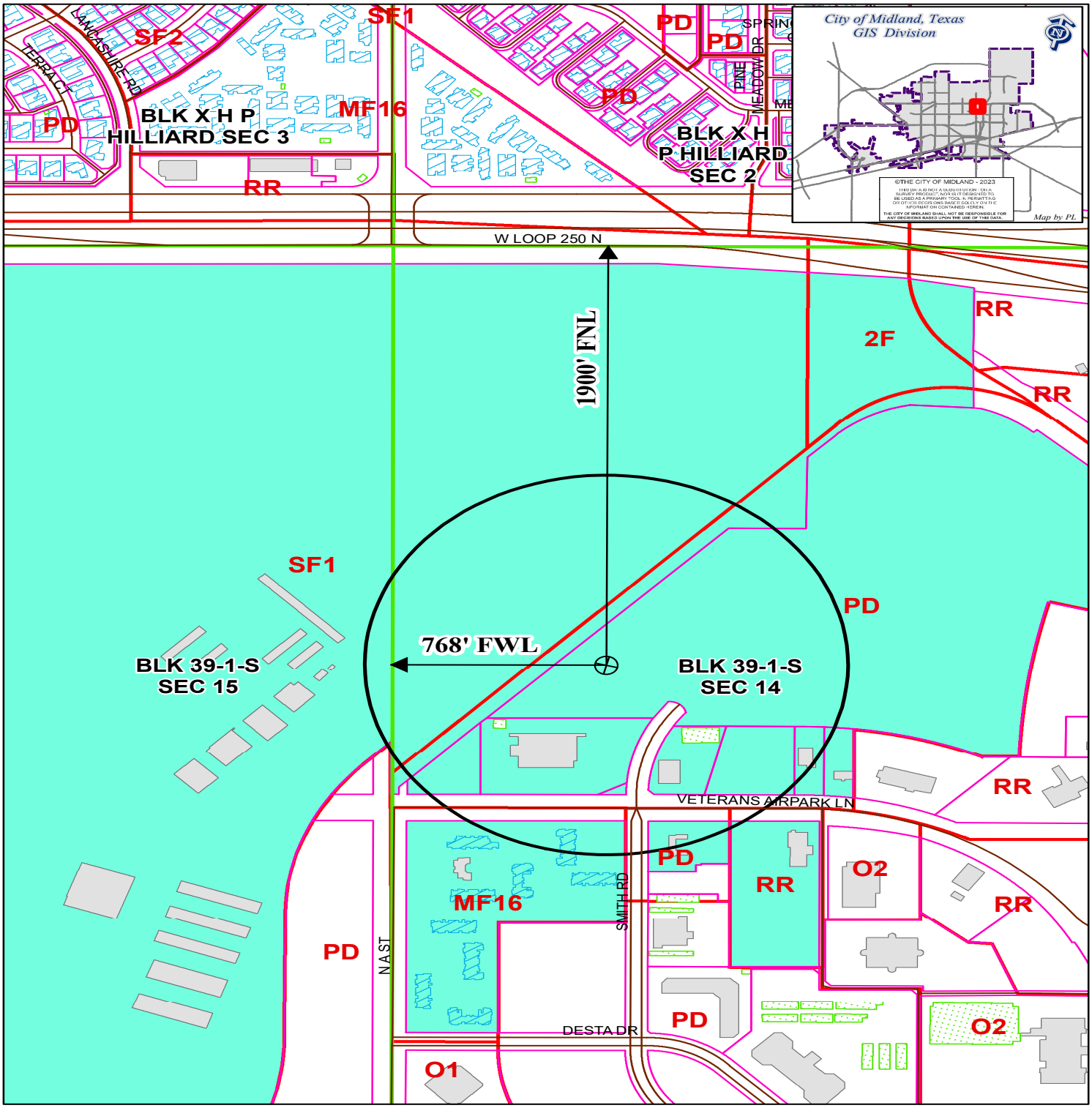
ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	RS	DATE	03-01-23
CHECKED	DC	DATE	03-01-23
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.

JOB NAME	WELL RADIUS
JOB NO.	23001261

Date: Mar 02, 2023, 3:47pm User ID: rsolis
File: K:\23001261 – Airpark East & West Pad Revisions\11 MAPPING\00 PLAN SETS\00 PLAT – TENTATIVE PRELIM\01 REV 0\DWG\23001261 – Airpark East & West Pad Revisions – Knight 160 MIPA Unit H160 MS.dwg



LOCATION AND ZONING MAP

Oil - 050807 - 2023 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,900' FNL and 768' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 768 feet east of North A Street extension and 1,900 feet south of W Loop 250 N.

Knight 160 MIPA Unit H160MS

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
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PD	PLANNED DISTRICT	P	PARKING
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APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
08/01/2023	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

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Proposed Well Name: Knight 160 MIPA Unit H160WB

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 2038' FNL & 805' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

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Permian Deep Rock Oil Co.
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

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, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

ESTELLA PENA
Notary Public, State of Texas
My Commission Expires
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NOTARY ID 13123361-8

[S E A L]

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NOTES:

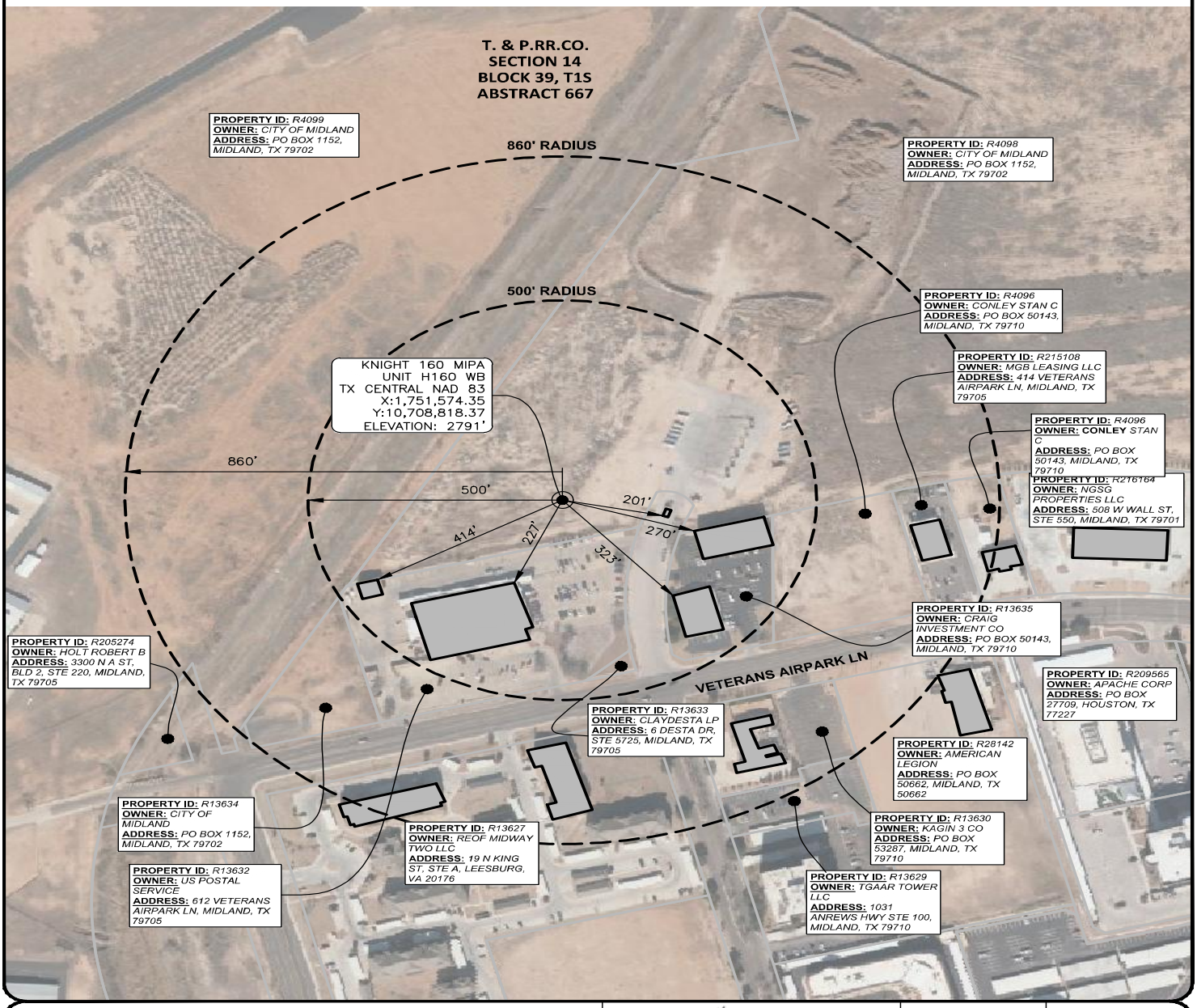
1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. THIS EXHIBIT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS. THIS IS NOT A "BOUNDARY SURVEY".
3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 03-01-2023

SYMBOL LEGEND:

- FIRE HYDRANT
- STORM DRAIN MANHOLE
- WATER VALVE

N W E S

0' 150' 300'



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED KNIGHT 160 MIPA UNIT H160 WB

T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S, ABSTRACT 667, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

WELL SECTION LINE TIES: 805' FSWL & 2,038' FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83, CENTRAL ZONE.
3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

PERMIAN DEEP ROCK OIL COMPANY

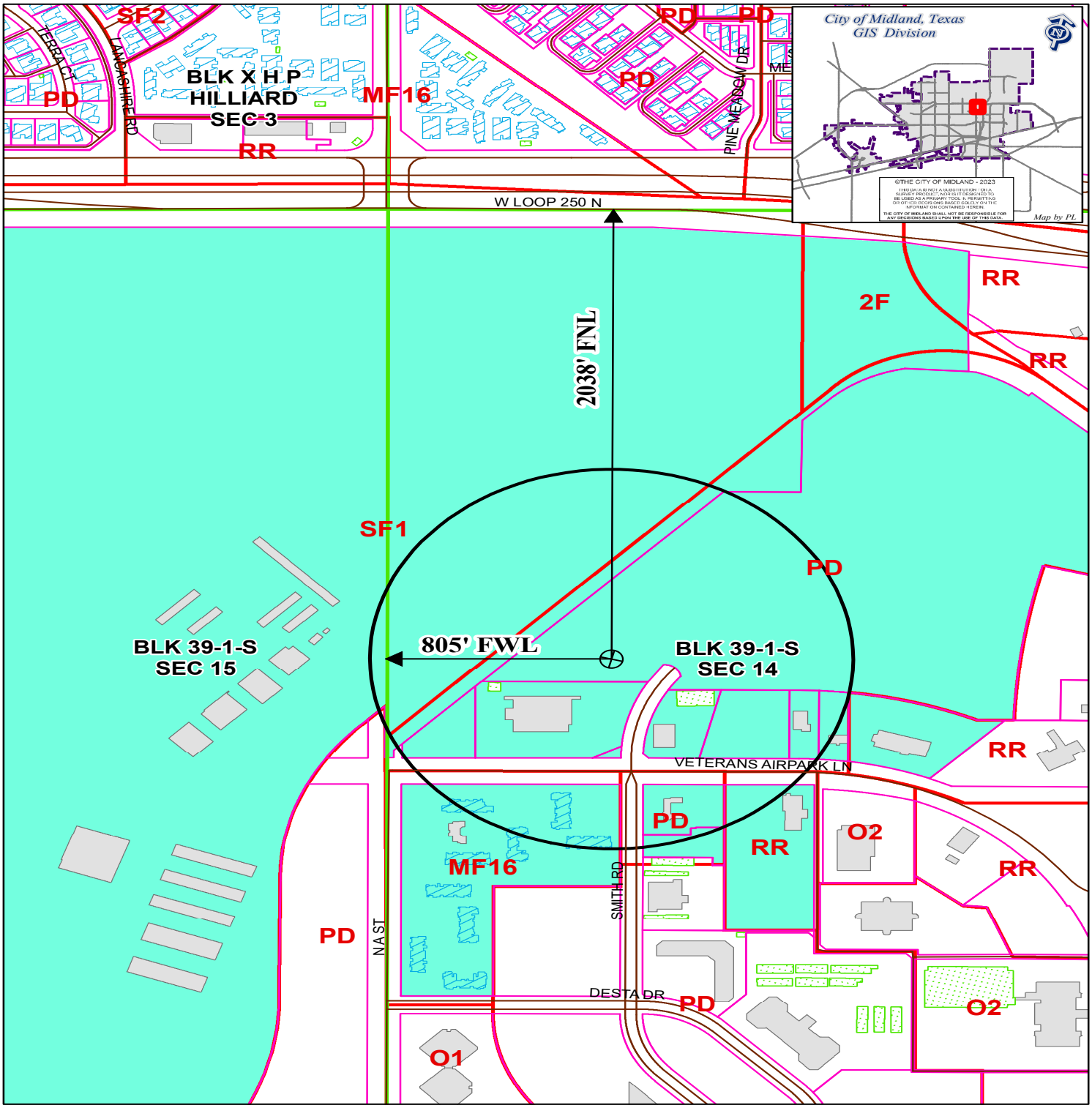
ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	RS	DATE	03-01-23
CHECKED	DC	DATE	03-01-23
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.

JOB NAME	WELL RADIUS
JOB NO.	23001261

Date: Mar 02, 2023, 3:51pm User ID: rsolis
File: K:\23001261 – Airpark East & West Pad Revisions\11 MAPPING\00 PLAN SETS\00 PLAT – TENTATIVE PRELIM\01 REV 0\DWG\23001261 – Airpark East & West Pad Revisions – Knight 160 MIPA Unit H160 WB.dwg



LOCATION AND ZONING MAP

Oil - 050808 - 2023 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 2,038' FNL and 805' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 805 feet east of North A Street extension and 2,038 feet south of W Loop 250 N.

Knight 160 MIPA Unit H160WB

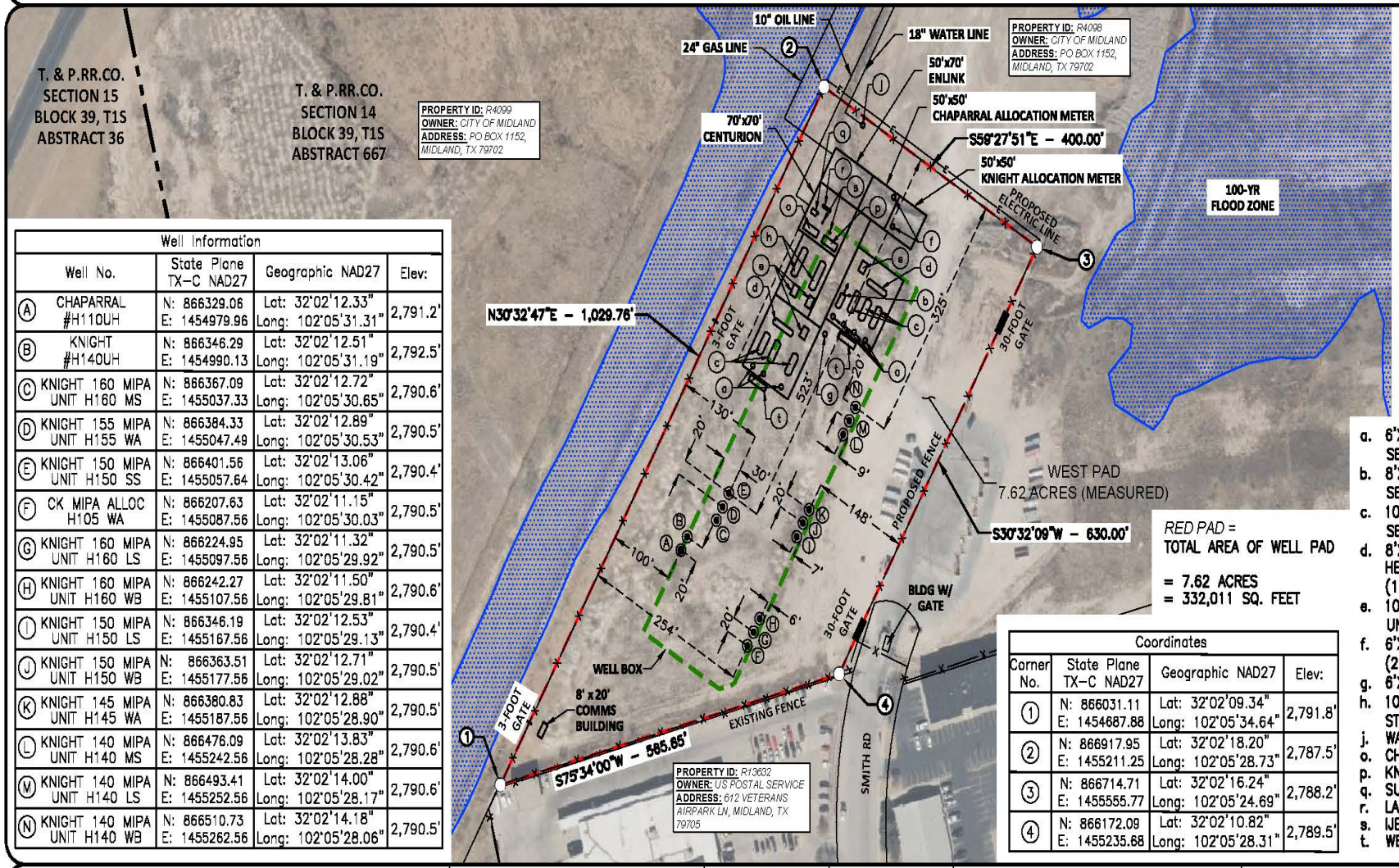
LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
RR	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, SF3	ONE-FAMILY DWELLING	CR2, CR3, CLRB	COMMERCIAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND COUNTY, TEXAS



Well Information			
Well No.	State Plane TX–C NAD27	Geographic NAD27	Elev:
Ⓐ CHAPARRAL #H110UH	N: 866329.06 E: 1454979.96	Lat: 32°02'12.33" Long: 102°05'31.31"	2,791.2'
Ⓑ KNIGHT #H140UH	N: 866346.29 E: 1454990.13	Lat: 32°02'12.51" Long: 102°05'31.19"	2,792.5'
Ⓒ KNIGHT 160 MIPA UNIT H160 MS	N: 866367.09 E: 1455037.33	Lat: 32°02'12.72" Long: 102°05'30.65"	2,790.6'
Ⓓ KNIGHT 155 MIPA UNIT H155 WA	N: 866384.33 E: 1455047.49	Lat: 32°02'12.89" Long: 102°05'30.53"	2,790.5'
Ⓔ KNIGHT 150 MIPA UNIT H150 SS	N: 866401.56 E: 1455057.64	Lat: 32°02'13.06" Long: 102°05'30.42"	2,790.4'
Ⓕ CK MIPA ALLOC H105 WA	N: 866207.63 E: 1455087.56	Lat: 32°02'11.15" Long: 102°05'30.03"	2,790.5'
Ⓖ KNIGHT 160 MIPA UNIT H160 LS	N: 866224.95 E: 1455097.56	Lat: 32°02'11.32" Long: 102°05'29.92"	2,790.5'
Ⓗ KNIGHT 160 MIPA UNIT H160 WB	N: 866242.27 E: 1455107.56	Lat: 32°02'11.50" Long: 102°05'29.81"	2,790.6'
Ⓘ KNIGHT 150 MIPA UNIT H150 LS	N: 866346.19 E: 1455167.56	Lat: 32°02'12.53" Long: 102°05'29.13"	2,790.4'
Ⓙ KNIGHT 150 MIPA UNIT H150 WB	N: 866363.51 E: 1455177.56	Lat: 32°02'12.71" Long: 102°05'29.02"	2,790.5'
Ⓚ KNIGHT 145 MIPA UNIT H145 WA	N: 866380.83 E: 1455187.56	Lat: 32°02'12.88" Long: 102°05'28.90"	2,790.5'
Ⓛ KNIGHT 140 MIPA UNIT H140 MS	N: 866476.09 E: 1455242.56	Lat: 32°02'13.83" Long: 102°05'28.28"	2,790.6'
Ⓜ KNIGHT 140 MIPA UNIT H140 LS	N: 866493.41 E: 1455252.56	Lat: 32°02'14.00" Long: 102°05'28.17"	2,790.6'
Ⓝ KNIGHT 140 MIPA UNIT H140 WB	N: 866510.73 E: 1455262.56	Lat: 32°02'14.18" Long: 102°05'28.06"	2,790.5'

RED PAD =
TOTAL AREA OF WELL PAD

= 7.62 ACRES
= 332,011 SQ. FEET

Coordinates			
Corner No.	State Plane TX–C NAD27	Geographic NAD27	Elev:
①	N: 866031.11 E: 1454687.88	Lat: 32°02'09.34" Long: 102°05'34.64"	2,791.8'
②	N: 866917.95 E: 1455211.25	Lat: 32°02'18.20" Long: 102°05'28.73"	2,787.5'
③	N: 866714.71 E: 1455555.77	Lat: 32°02'16.24" Long: 102°05'24.69"	2,788.2'
④	N: 866172.09 E: 1455235.68	Lat: 32°02'10.82" Long: 102°05'28.31"	2,789.5'

a. 6'X15' VERT. 2 PH. PRODUCTION SEPARATOR, (250 PSI)
b. 8'X20' HORIZONTAL PRODUCTION SEPARATOR (TEST), (125 PSI)
c. 10'X30' HORIZONTAL PRODUCTION SEPARATOR (BULK), (125 PSI)
d. 8'X35' HORIZONTAL ELECTRIC OIL HEATER, (125 PSI)
e. 10'X15' VAPOR RECOVERY UNIT – 4 UNITS (80 PSI)
f. 6'X15' VERTICAL SCRUBBER, (250 PSI)
g. 6'X12' DIA. EMERGENCY TANK
h. 10'X40' HORIZONTAL OIL STABILIZER, (75 PSI)
j. WATER METER
o. CHAPARRAL LACT
p. KNIGHT LACT
q. SUMP TANK
r. LAUNCHER
s. WB
t. WELL HEADER

STATE OF TEXAS REGISTERED WILLIAM S ABRAHAM 2052 PROFESSIONAL LAND SURVEYOR

08/09/23

WILLIAM S. ABRAHAM, REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 2052

EXHIBIT "G"

KNIGHT WEST PAD WELLS
SITUATED IN
T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S, ABSTRACT 667 OF THE CITY MIDLAND, MIDLAND COUNTY, TEXAS.

REV.	DRAWING NAME
3	EXHIBIT "G" KNIGHT WEST PAD

PERMIAN DEEP ROCK OIL COMPANY

ATWELL

DRAWN	MA	DATE	03/14/23
CHECKED	LF	DATE	03/14/23
APP'D		DATE	
SCALE	1"=200'	PAGE	1 OF 2

REV#	DATE	DESC.
1-JEP	07/24/23	CLIENT UPDATES
2-JEP	08/08/23	CLIENT UPDATES
3-JEP	08/09/23	CLIENT UPDATES
JOB NO.		19002229

N W E S
0' 100' 200'

LEGEND
PRODUCT LINE
PAD LINE
SURFACE HOLE LOCATION

NOTES
1. ALL BEARINGS & DISTANCES SHOWN HEREON ARE GRID BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1927, US SURVEY FOOT, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY ATWELL, LLC ON JULY, 2023.

BACKET

Oct 10, 2023

City Council Meeting

Item Number: **26**

Meeting Date: **October 10, 2023**

To: **City Council / City Manager**

From: **Jeffrey Fisher, Planning Manager**

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 54.008-ACRE TRACT OF LAND OUT OF SECTION 42, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED APPROXIMATELY 1,550 FEET SOUTH OF STATE HIGHWAY 191, AND APPROXIMATELY 1,725 FEET EAST OF FARM-TO-MARKET ROAD 1788), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AN INSTITUTION FOR THE CARE OF ALCOHOLIC, PSYCHIATRIC, OR NARCOTIC PATIENTS; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES)**

Purpose:

The applicant, Permian Basin Behavioral Health Center is requesting a Specific Use Designation (SUDwo) without Term for an Institution for the Care of Alcoholic, Psychiatric, or Narcotic Patients.

Recommended City Council Action:

Approve

Fiscal Impact:

No city funds are required to process this request.

Current Zoning:

RR, Regional Retail District.

Surrounding Zoning and Land Use:

The property to the north is zoned RR, Regional Retail, and the location of the UTPB Engineering Campus. The properties to the east, south, and west are outside the incorporated City Limits in the City's Extraterritorial Jurisdiction and are vacant.

Discussion:

The requested zoning of RR, Regional Retail District, permits an Institution for the Care of Alcoholic, Psychiatric, or Narcotic Patients with the approval of an SUDwo.

The survey (Exhibit A), site plan (Exhibit B), and renderings (Exhibit C) provided show the property and proposed behavioral health inpatient building and parking areas. The facility is approximately 234,640-square feet, and will include inpatient and outpatient services, staff and medical offices, and long-term stay for psychiatric patients. The proposed request and plans are in compliance with the RR, Regional Retail District.

This project has been circulated to all City departments for review. Below are the department comments:

Engineering: (Approved)

No objections. [For the Applicant's information only.]

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Building Code: (Approved)

No issues.

Fire: (Approved)

No objections.

Oil and Gas: (Approved)

No objections.

Planning: (Approved)

The property is located within the Air & Space Port Area of the Tall City of Tomorrow Comprehensive Plan. The Air & Space Port Area policies state that areas north of the airport should be protected for future development, with development in the near term being done in a way that does not limit the future economic development potential of the area. The requested initial zoning for this property of RR, Regional Retail District is compatible with these policies, allowing a wide range of uses that support economic growth, including an Institution for the Care of Alcoholic, Psychiatric, or Narcotic Patients with an approved SUDwo.

On September 18, 2023, the Planning and Zoning Commission recommended approval of the SUDwo.

Staff recommends approval of the request of the Specific Use Designation without Term for an Institution for the Care of Alcoholic, Psychiatric, or Narcotic Patients, subject to Conditions A and B.

Conditions:

A. **That the use and development of this property shall conform to the regulations of the RR, Regional Retail District.**

B. **That the use and development of the Property for the Specific Use shall significantly conform to the site plan and renderings, which are attached hereto as Exhibits "A" and "B" and incorporated herein for all purposes.**

Letters of Objection:

As of September 28, 2023, staff has received no letters of objection for this request.

Attachments:

Application
Survey (Exhibit A)
Site Plan (Exhibit B)
Renderings (Exhibit C)
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 54.008-ACRE TRACT OF LAND OUT OF SECTION 42, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED APPROXIMATELY 1,550 FEET SOUTH OF STATE HIGHWAY 191, AND APPROXIMATELY 1,725 FEET EAST OF FARM-TO-MARKET ROAD 1788), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AN INSTITUTION FOR THE CARE OF ALCOHOLIC, PSYCHIATRIC, OR NARCOTIC PATIENTS; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and

after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation Without Term for a 54.008-acre tract of land out of Section 42, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein (the "Property") as set out hereinafter;

institution for the care of alcoholic, psychiatric, or narcotic patients the ("Specific Use"); NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation Without Term for an institution for the care of alcoholic, psychiatric, or narcotic patients 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:

That the use and development of the Property for the Specific Use shall
SECTION FOUR. If any section, subsection, sentence, clause or phrase of
significantly
this
conform to the site plan and renderings, which are attached hereto as Exhibits
SECTION THREE. The provisions of this ordinance are to be cumulative of all
"B" and
ordinance is, for any reason, held to be unconstitutional or invalid, such holding
other "C" and incorporated herein for all purposes
shall not
ordinances or parts of ordinances governing or regulating the same subject
matter as
affect the validity of the remaining portions of this ordinance. The Council of the
City of
that covered herein; provided, however, that all prior ordinances or parts of
ordinances,
Midland hereby declares that it would have passed this ordinance and each
section,
inconsistent with or in conflict with any of the provisions of this ordinance are
hereby
subsection, sentence, clause, or phrase hereof irrespective of the fact that any one
or more
expressly repealed to the extent of any such inconsistency or conflict.

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,

The above and foregoing ordinance was duly proposed, read in full and
Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).
adopted on

first reading, the SECTION SIX. The City Secretary is hereby authorized and directed to publish
day of , A.D. 2023, and passed to second
reading the

Council members voting "AYE":
description caption of this ordinance in the manner, and for the length of time
No motion of Council member , seconded by Council member
prescribed by

the law as an alternative method of publication.
by the following vote:

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

Council members voting "AYE":

member _____, on the _____ day of _____, A.D., 2023, at a regular

Council members voting "NAY":

meeting of the City Council:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____

Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT

AND COMPLETENESS:

_____

Rolandrea Russell, Interim Director of Development Services

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

~~EXHIBIT "A"~~

DESCRIPTION OF PROPERTY

Parkhill

A 54.008-ACRE TRACT OF LAND IN SECTION 42, BLOCK 40, T-1-S, T. & P. RR. CO. SURVEY, MIDLAND COUNTY, TEXAS

A 54.008-acre tract of land in Section 42, Block 40, Township 1-South, T. & P. RR. Co. Survey, Abstract No. 802, Midland County, Texas, being a portion of that certain 3294.00-acre tract of land conveyed to Diamondback O&G, LLC, described as "Tract C" in a special warranty deed recorded in Instrument #2014-19954 of the Official Public Records of Midland County, Texas, said 54.008-acre tract being further described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set in the west line of said "Tract C", for the most westerly northwest corner of this tract, said beginning point having coordinates of NORTHING: 10,683,246.11 and EASTING: 1,703,474.95, Texas Coordinate System, Central Zone 4203, North American Datum of 1983, whence the northwest corner of said Section 42 bears *South 75 degrees 55 minutes 12 seconds West* a distance of 1338.25 feet and *North 14 degrees 04 minutes 48 seconds West* a distance of 4110.74 feet, per calls in previous deeds, and a 1/2-inch iron rod with a plastic cap marked "PLS 1974" found in the south line of a 40.0-acre tract conveyed to the Board of Regents of the University of Texas System, described in a donation deed recorded in Volume 2792, Page 776 of the Official Public Records of Midland County, Texas, at a point of intersection in the west line of said "Tract C" bears *North 14 degrees 06 minutes 26 seconds West* a distance of 1584.38 feet;

(1) THENCE *North 75 degrees 53 minutes 34 seconds East* a distance of 300.00 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set at a point of intersection for an ell corner of this tract;

(2) THENCE *North 14 degrees 06 minutes 26 seconds West* a distance of 1724.29 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set in the north line of said "Tract C", same being the south line of said 40.0-acre tract, at a point of intersection for the most northerly northwest corner of this tract, whence said 1/2-inch iron rod with plastic cap marked "PLS 1974" bears *South 50 degrees 53 minutes 27 seconds West* a distance of 331.02 feet and a 1/2-inch iron rod with a plastic cap marked "LCA ODESSA" found at the southwest corner of said 40.0-acre tract bears *South 50 degrees 53 minutes 27 seconds West* a distance of 610.78 feet;

(3) THENCE *North 50 degrees 53 minutes 27 seconds East*, along the south line of said 40.0-acre tract, a distance of 286.93 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the most northerly northeast corner of this tract, whence a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the southeast corner of said 40.0-acre tract bears *North 50 degrees 53 minutes 27 seconds East* a distance of 542.13 feet;

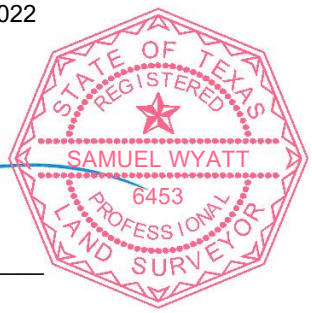
(4) THENCE *South 75 degrees 06 minutes 26 seconds East* a distance of 1253.03 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the most easterly northeast corner of this tract;

(5) THENCE *South 14 degrees 06 minutes 26 seconds East* a distance of 1358.08 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the southeast corner of this tract;

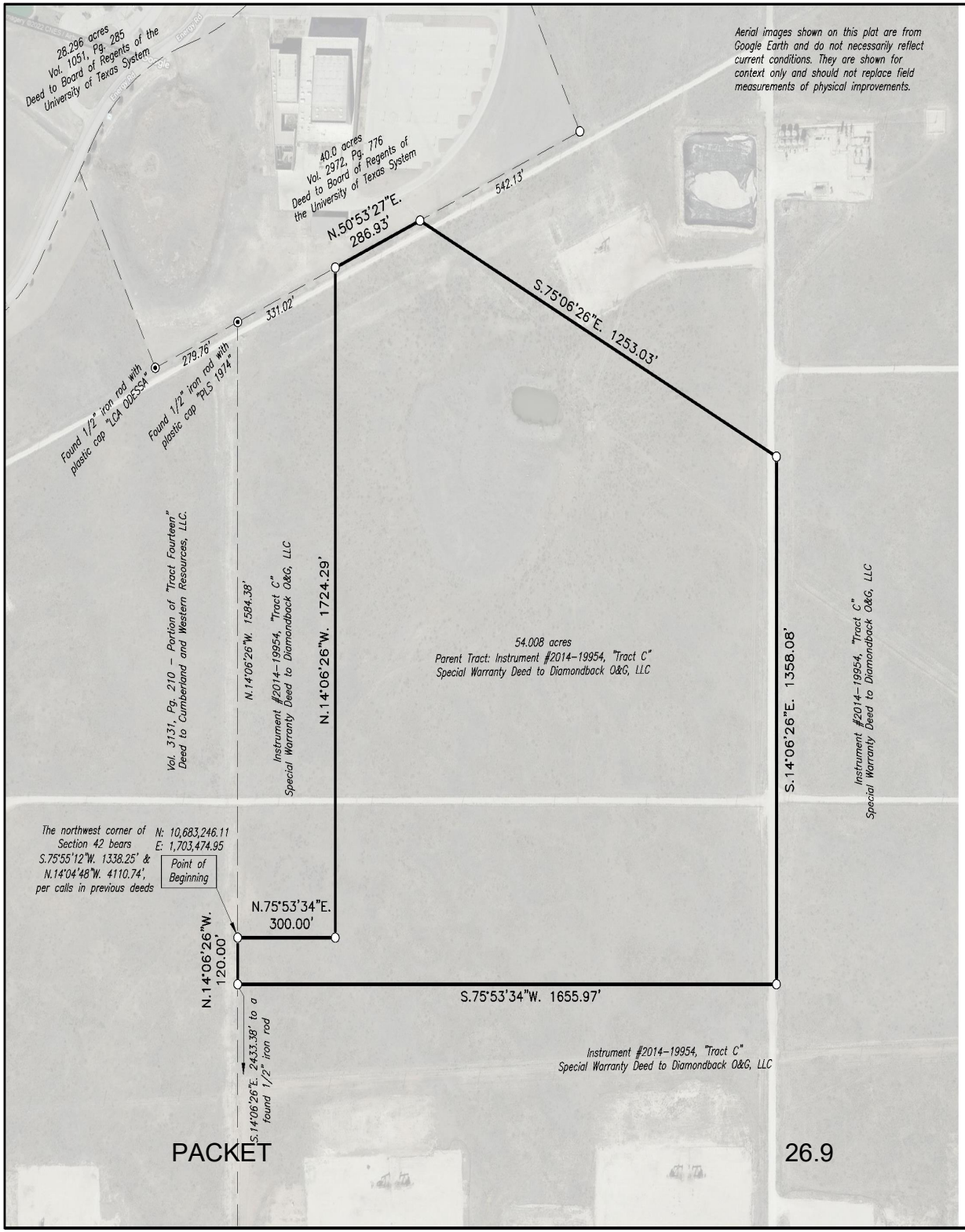
(6) THENCE *South 75 degrees 53 minutes 34 seconds West* a distance of 1655.97 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set in the west line of said "Tract C" for the southwest corner of this tract, whence a 1/2-inch iron rod found in the west line of said "Tract C" bears *South 14 degrees 06 minutes 26 seconds East* a distance of 2433.38 feet;

(7) THENCE *North 14 degrees 06 minutes 26 seconds West*, along the west line of said "Tract C", a distance of 120.00 feet to the **POINT OF BEGINNING**. Bearings, coordinates, distance and areas called in this description are at grid, based on the Texas Coordinate System, Central Zone 4203, North American Datum of 1983. This survey is subject to any facts which may be disclosed by a full and accurate title search. Record documents other than those shown may affect these tracts.

Surveyed on the ground: September 14, 2022
Signed: September 24, 2022



Samuel Wyatt, RPLS 6453



A 54.008-ACRE TRACT IN SECTION 42, BLOCK 40, T-1-S, MIDLAND COUNTY, TEXAS

PARENT TRACT: INSTRUMENT NUMBER 2014-19954,
OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS

NORTH

0 300' 600' 900' 1200' 1500'

LEGEND:

SCALE: 1" = 300'

○ = SET 1/2" IRON ROD WITH CAP "PARKHILL RPLS 6453".

⊙ = FOUND 1/2" IRON ROD WITH CAP

● = FOUND 1/2" IRON ROD

SURVEYOR'S REPORT:

BEARINGS, COORDINATES, DISTANCES AND AREAS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83.

THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.

MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.

FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

THIS PLAT IS INVALID UNLESS IT BEARS THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE.

A METES AND BOUNDS DESCRIPTION OF THIS TRACT IS SHOWN ON A SEPARATE DOCUMENT ATTACHED HEREWITH.

THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED: SEPTEMBER 14, 2022
SIGNED: SEPTEMBER 24, 2022

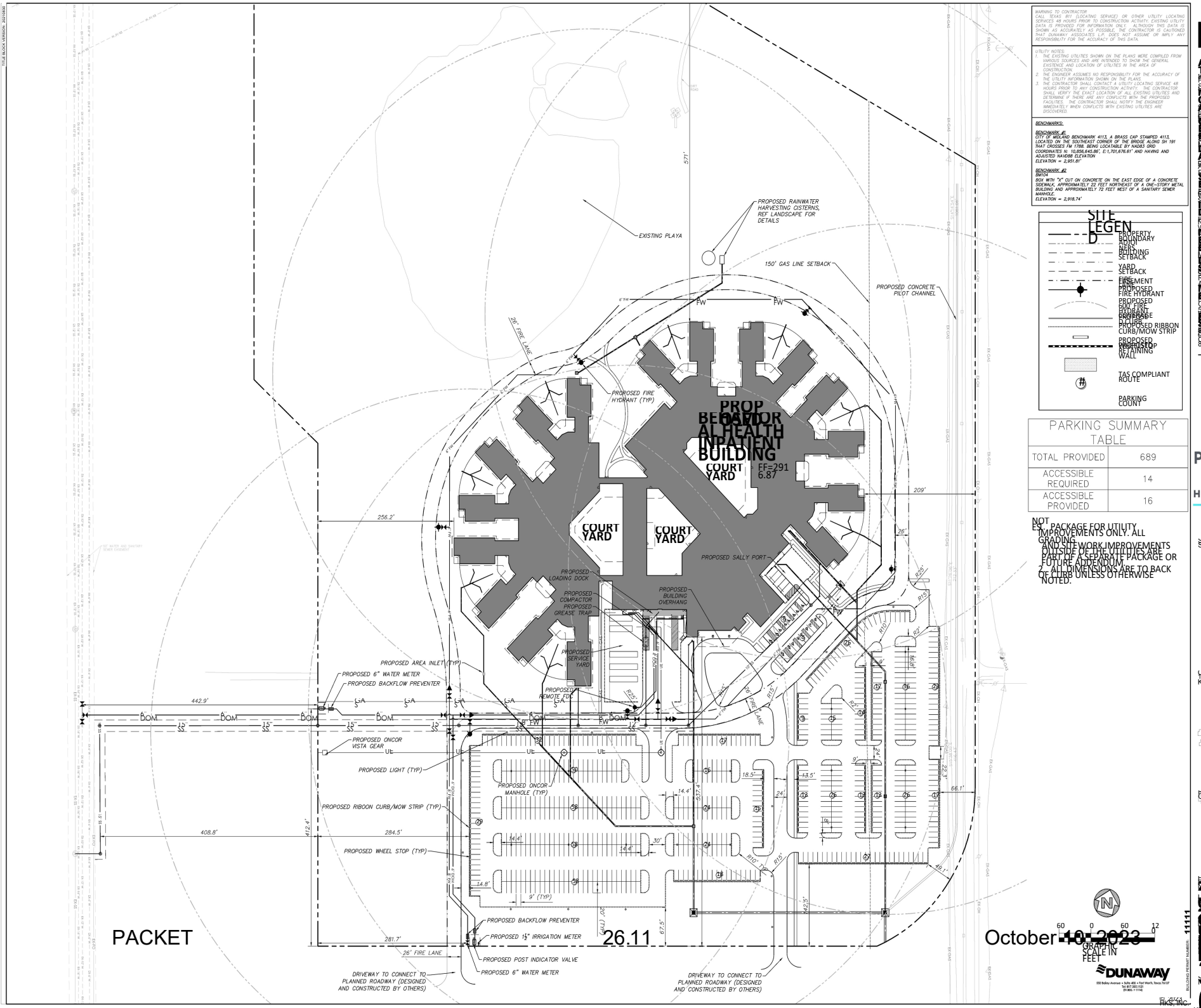
STATE OF TEXAS
REGISTERED
SAMUEL WYATT
6453
PROFESSIONAL
LAND SURVEYOR

SAMUEL WYATT
R.P.L.S. 6453

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

~~EXHIBIT "B"~~

SITE PLAN



WARNING TO CONTRACTOR
CALL TEXAS 811 (LOCATING SERVICE) OR OTHER UTILITY LOCATING SERVICES 48 HOURS PRIOR TO CONSTRUCTION ACTIVITY. EXISTING UTILITY DATA IS PROVIDED FOR INFORMATION ONLY. ALTHOUGH THIS DATA IS SHOWN AS ACCURATELY AS POSSIBLE, THE CONTRACTOR IS CAUTIONED THAT DUNAWAY ASSOCIATES L.P. DOES NOT ASSUME OR IMPLY ANY RESPONSIBILITY FOR THE ACCURACY OF THIS DATA.

UTILITY NOTES:
1. THE EXISTING UTILITIES SHOWN ON THE PLANS WERE COMPILED FROM VARIOUS SOURCES AND ARE INTENDED TO SHOW THE GENERAL EXISTENCE AND LOCATION OF UTILITIES IN THE AREA OF CONSTRUCTION.
2. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE UTILITY INFORMATION SHOWN ON THE PLANS.
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BENCHMARKS:

BENCHMARK #1
CITY OF MIDLAND BENCHMARK 4113, A BRASS CAP STAMPED 4113, LOCATED ON THE SOUTHEAST CORNER OF THE BRIDGE ALONG SH 191 THAT CROSSES FM 1788, BEING LOCATABLE BY NAD83 GRID COORDINATES N: 10,856,645.86', E:1,701,676.61' AND HAVING AND ADJUSTED NAVD88 ELEVATION
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BOX WITH "X" CUT ON CONCRETE ON THE EAST EDGE OF A CONCRETE SIDEWALK, APPROXIMATELY 22 FEET NORTHEAST OF A ONE-STORY METAL BUILDING AND APPROXIMATELY 72 FEET WEST OF A SANITARY SEWER MANHOLE.
ELEVATION = 2,918.74'

SITE LEGEND

- PROPERTY BOUNDARY
- ADJOINERS BUILDING SETBACK
- YARD SETBACK
- EASEMENT
- PROPOSED FIRE HYDRANT
- PROPOSED 90' FIRE HYDRANT RADIUS
- PROPOSED FUTURE CURB/MOW STRIP
- PROPOSED RIBBON CURB/MOW STRIP
- PROPOSED RETAINING WALL
- TAS COMPLIANT ROUTE
- PARKING COUNT

PARKING SUMMARY TABLE	
TOTAL PROVIDED	689
ACCESSIBLE REQUIRED	14
ACCESSIBLE PROVIDED	16

NOTES:
1. PACKAGE FOR UTILITY IMPROVEMENTS ONLY. ALL GRADING AND SITEWORK IMPROVEMENTS OUTSIDE OF THE UTILITIES ARE PART OF A SEPARATE PACKAGE OR FUTURE ADDENDUM.
2. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.

GRAPHIC SCALE IN FEET
60 0 60 120

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TX REG: F-11142

HKS, INC.

HKS
ARCHITECT
2323 VICTORY AVENUE
SUITE 400
DALLAS, TX 75219
MEP CONSULTANT
4201 WINFIELD ROAD
SUITE 110
WARRENVILLE, IL 60555
CIVIL ENGINEER
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SUITE 1000
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INTERIOR DESIGN
1900 K STREET NW
SUITE 800
WASHINGTON, DC 20006
MEP ENGINEER
4201 WINFIELD ROAD
SUITE 110
WARRENVILLE, IL 60555
DATA/ AUDIO/ SECURITY
5301 SOUTHWEST PARKWAY
BUILDING 2
SUITE 250
AUSTIN, TX 78759
MEDICAL EQUIPMENT PLANNING
5301 VIRGINIA PARKWAY
SUITE 130
MCKINNEY, TX 75071
FOOD SERVICE
8181 E. TUFTS AVENUE
SUITE 500
DENVER, CO 80112

Permian Basin Behavioral HEALTH CENTER

SEAL & SIGNATURE

PRELIMINARY FOR REVIEW ONLY
THESE DOCUMENTS, DRAWINGS OR SPECIFICATIONS ARE INCOMPLETE AND WERE PREPARED BY, OR UNDER THE SUPERVISION OF:

CONTRACT NO.: 11111
KEY PLAN

REVISION NO. DESCRIPTION DATE

HKS PROJECT NO. 25630.000
DATE 08/23/2023
CONSTRUCTION VOLUME PLAN
SHEET NO. 3.0
BUILDING PERMIT NUMBER: 11111
FILE NAME
PAGE #:

EXHIBIT "C"
RENDERINGS

HOSPITAL + MEDICAL
OFFICE MAIN ENTRANCE

PERMIAN BASIN
BEHAVIORAL HEALTH
CENTER

HKS

INPATIENT UNIT I REAR VIEW

HKS

PERMIAN BASIN BEHAVIORAL HEALTH CENTER

INPATIENT UNIT
COURTYARD

PERMIAN BASIN
BEHAVIORAL HEALTH
CENTER

HKS

LARGE SHARED COURTYARD

PERMIAN BASIN BEHAVIORAL HEALTH CENTER

HKS

REAR VIEW |
GYMNASIUM

PERMIAN BASIN
BEHAVIORAL HEALTH
CENTER

HKS

HOSPITAL
MAIN LOBBY

PERMIAN BASIN
BEHAVIORAL HEALTH
CENTER

HKS

INPATIENT
UNIT | MILIEU

PERMIAN BASIN
BEHAVIORAL HEALTH
CENTER

HKS

INPATIENT UNIT | PRIVATE PATIENT ROOM

HKS

PERMIAN BASIN BEHAVIORAL HEALTH CENTER

MIDLAND Planning Division

Specific Use Designation Application (Non-Alcohol)

Case Number: SUDwo-23-0036

Ord. Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Russell Meyers		Phone (432)661-8000 Email russellmeyers@midlandmemorialfoundation.org	
Address PO Box 61950	City Midland	State TX	Zip 79705

Property Owner Printed Name: Permian Basin Behavioral Health Center		Phone (432)661-8000 Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: Dunaway Printed Name: Tim Hair		Phone (432)699-4889 Email thair@dunaway.com	
Address 4000 N Big Spring Street Suite 101	City Midland	State TX	Zip 79705

Type of Permit: Mental Health Hospital

For Office Use Only
☐ with Term ☐without Term

Is there any Code Enforcement action pending on property? ☐ Yes ■ No

Street Address: Section 42, Block 40, T-1-S Midland County Texas

Legal Description
Lot: Block: Subdivision:

Current Zoning: N/A - Application in process - Regional Retail

Maximum Floor Area: 300934 **Maximum Occupancy:** 3402

Proposed hours and days of use or operation: Building will be in use 24 hours a day and 7 days a week.

Reason for request: New Behavioral Health Hospital and Outpatient Mental Health services

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: This would increase access to mental health treatment and services for the region

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing
  - Parking (if applicable)
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature):	Date: 8/7/23
Applicant (printed): Russell Alleyers	
Property Owner (signature):	Date: 8/7/23
Property Owner (printed): Russell Alleyers	

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 _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☐ Dimensioned Site Plan
☑ Application Fee	☐ Site Plan in Digital Format (PDF/JPEG)
Check # paid	
Received By: Jeff Fisher	Date: 8-21-2023

****Application will not be considered for scheduling until reviewed by a planner.****

Parkhill

A 54.008-ACRE TRACT OF LAND IN SECTION 42, BLOCK 40, T-1-S, T. & P. RR. CO. SURVEY, MIDLAND COUNTY, TEXAS

A 54.008-acre tract of land in Section 42, Block 40, Township 1-South, T. & P. RR. Co. Survey, Abstract No. 802, Midland County, Texas, being a portion of that certain 3294.00-acre tract of land conveyed to Diamondback O&G, LLC, described as "Tract C" in a special warranty deed recorded in Instrument #2014-19954 of the Official Public Records of Midland County, Texas, said 54.008-acre tract being further described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set in the west line of said "Tract C", for the most westerly northwest corner of this tract, said beginning point having coordinates of NORTHING: 10,683,246.11 and EASTING: 1,703,474.95, Texas Coordinate System, Central Zone 4203, North American Datum of 1983, whence the northwest corner of said Section 42 bears *South 75 degrees 55 minutes 12 seconds West* a distance of 1338.25 feet and *North 14 degrees 04 minutes 48 seconds West* a distance of 4110.74 feet, per calls in previous deeds, and a 1/2-inch iron rod with a plastic cap marked "PLS 1974" found in the south line of a 40.0-acre tract conveyed to the Board of Regents of the University of Texas System, described in a donation deed recorded in Volume 2792, Page 776 of the Official Public Records of Midland County, Texas, at a point of intersection in the west line of said "Tract C" bears *North 14 degrees 06 minutes 26 seconds West* a distance of 1584.38 feet;

(1) THENCE *North 75 degrees 53 minutes 34 seconds East* a distance of 300.00 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set at a point of intersection for an ell corner of this tract;

(2) THENCE *North 14 degrees 06 minutes 26 seconds West* a distance of 1724.29 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set in the north line of said "Tract C", same being the south line of said 40.0-acre tract, at a point of intersection for the most northerly northwest corner of this tract, whence said 1/2-inch iron rod with plastic cap marked "PLS 1974" bears *South 50 degrees 53 minutes 27 seconds West* a distance of 331.02 feet and a 1/2-inch iron rod with a plastic cap marked "LCA ODESSA" found at the southwest corner of said 40.0-acre tract bears *South 50 degrees 53 minutes 27 seconds West* a distance of 610.78 feet;

(3) THENCE *North 50 degrees 53 minutes 27 seconds East*, along the south line of said 40.0-acre tract, a distance of 286.93 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the most northerly northeast corner of this tract, whence a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the southeast corner of said 40.0-acre tract bears *North 50 degrees 53 minutes 27 seconds East* a distance of 542.13 feet;

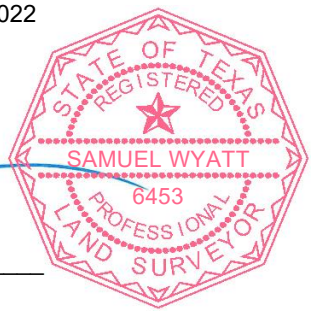
(4) THENCE *South 75 degrees 06 minutes 26 seconds East* a distance of 1253.03 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the most easterly northeast corner of this tract;

(5) THENCE *South 14 degrees 06 minutes 26 seconds East* a distance of 1358.08 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the southeast corner of this tract;

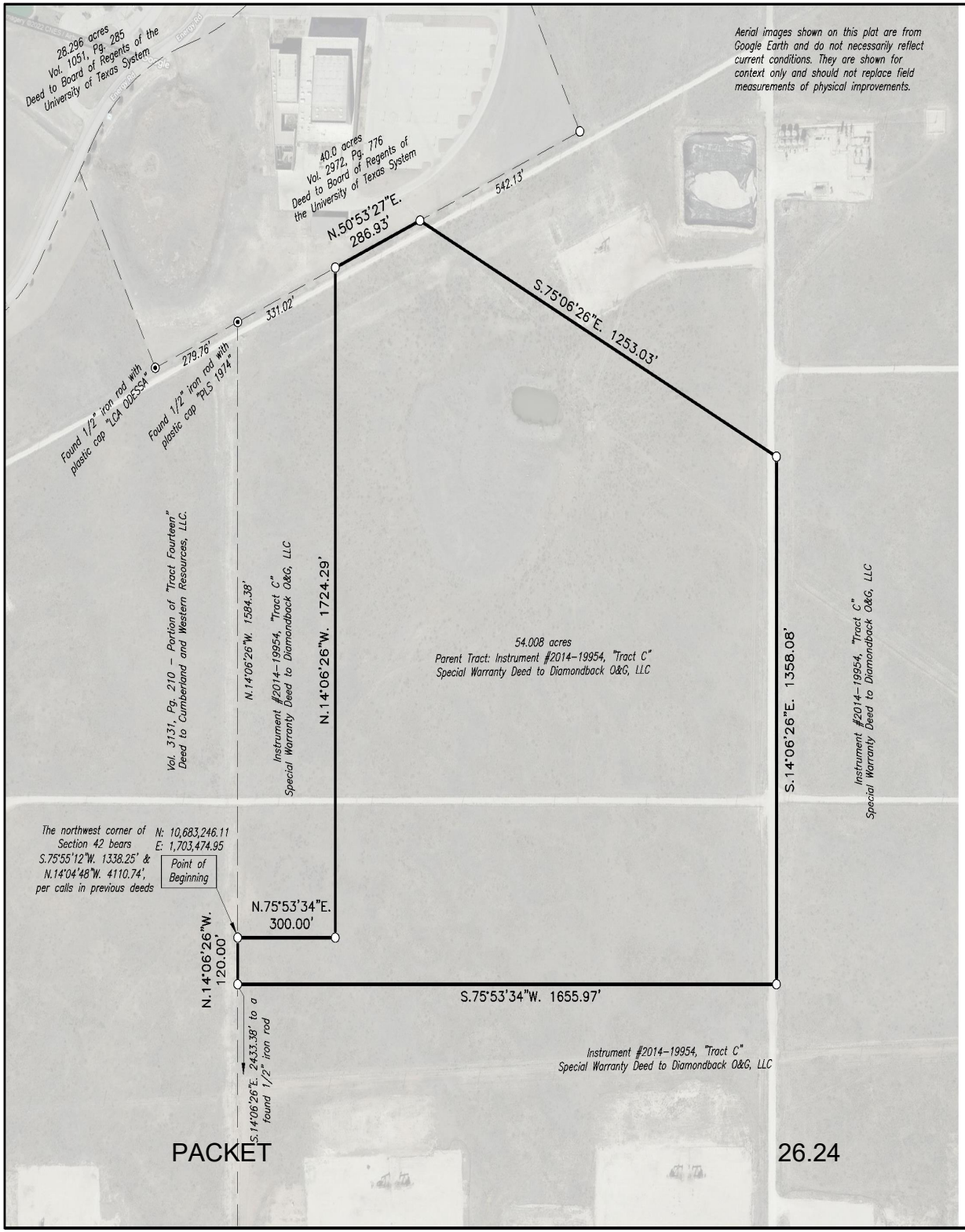
(6) THENCE *South 75 degrees 53 minutes 34 seconds West* a distance of 1655.97 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set in the west line of said "Tract C" for the southwest corner of this tract, whence a 1/2-inch iron rod found in the west line of said "Tract C" bears *South 14 degrees 06 minutes 26 seconds East* a distance of 2433.38 feet;

(7) THENCE *North 14 degrees 06 minutes 26 seconds West*, along the west line of said "Tract C", a distance of 120.00 feet to the **POINT OF BEGINNING**. Bearings, coordinates, distance and areas called in this description are at grid, based on the Texas Coordinate System, Central Zone 4203, North American Datum of 1983. This survey is subject to any facts which may be disclosed by a full and accurate title search. Record documents other than those shown may affect these tracts.

Surveyed on the ground: September 14, 2022
Signed: September 24, 2022



Samuel Wyatt, RPLS 6453



A 54.008-ACRE TRACT IN SECTION 42, BLOCK 40, T-1-S, MIDLAND COUNTY, TEXAS

PARENT TRACT: INSTRUMENT NUMBER 2014-19954,
OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS

NORTH

0 300' 600' 900' 1200' 1500'

LEGEND:

SCALE: 1" = 300'

○ = SET 1/2" IRON ROD WITH CAP "PARKHILL RPLS 6453".

⊙ = FOUND 1/2" IRON ROD WITH CAP

● = FOUND 1/2" IRON ROD

SURVEYOR'S REPORT:

BEARINGS, COORDINATES, DISTANCES AND AREAS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83.

THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.

MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.

FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

THIS PLAT IS INVALID UNLESS IT BEARS THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE.

A METES AND BOUNDS DESCRIPTION OF THIS TRACT IS SHOWN ON A SEPARATE DOCUMENT ATTACHED HEREWITH.

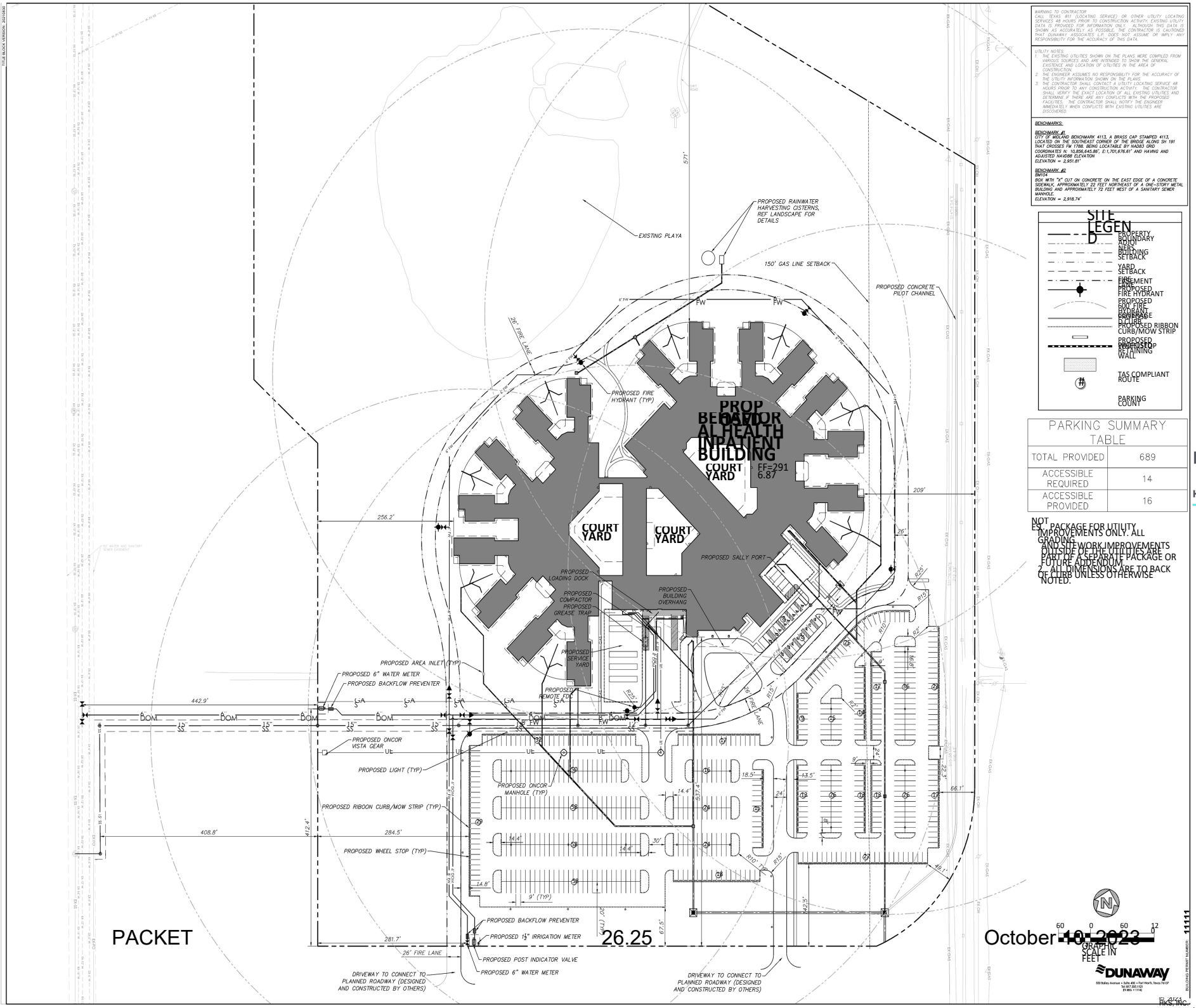
THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED: SEPTEMBER 14, 2022
SIGNED: SEPTEMBER 24, 2022

STATE OF TEXAS
REGISTERED
SAMUEL WYATT
6453
PROFESSIONAL
LAND SURVEYOR

SAMUEL WYATT
R.P.L.S. 6453

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091



WARNING TO CONTRACTOR
CALL TEXAS 811 (LOCATING SERVICE) OR OTHER UTILITY LOCATING SERVICES 48 HOURS PRIOR TO CONSTRUCTION ACTIVITY. EXISTING UTILITY DATA IS PROVIDED FOR INFORMATION ONLY. ALTHOUGH THIS DATA IS SHOWN AS ACCURATELY AS POSSIBLE, THE CONTRACTOR IS CAUTIONED THAT DUNAWAY ASSOCIATES L.P. DOES NOT ASSUME OR IMPLY ANY RESPONSIBILITY FOR THE ACCURACY OF THIS DATA.

UTILITY NOTES:
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BOX WITH "X" CUT ON CONCRETE ON THE EAST EDGE OF A CONCRETE SIDEWALK, APPROXIMATELY 22 FEET NORTHEAST OF A ONE-STORY METAL BUILDING AND APPROXIMATELY 72 FEET WEST OF A SANITARY SEWER MANHOLE.
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- YARD SETBACK
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- PROPOSED FIRE HYDRANT
- PROPOSED 90' FIRE HYDRANT RADIUS
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PARKING SUMMARY TABLE	
TOTAL PROVIDED	689
ACCESSIBLE REQUIRED	14
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GRAPHIC SCALE IN FEET
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DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TX REG. # 11142

HKS

ARCHITECT
HKS, INC.
2323 VICTORY AVENUE
SUITE 400
DALLAS, TX 75219

MEP/FP CONSULTANT
AMS ENGINEERING
3100 WEST END AVENUE
SUITE 1100
NASHVILLE, TN 37203

CIVIL ENGINEER
DUNAWAY ASSOCIATES
550 BAILEY AVENUE
SUITE 400
FORT WORTH, TX 76107

LANDSCAPE ARCHITECT
DUNAWAY ASSOCIATES
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STRUCTURAL ENGINEER
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SUITE 400
DALLAS, TX 75219

INTERIOR DESIGN
HKS, INC.
1717 MAIN STREET
SUITE 500
DALLAS, TX 75201

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Permian Basin Behavioral HEALTH CENTER

SEAL & SIGNATURE

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CONTRACT NO.: 11111
KEY PLAN

REVISION NO. DESCRIPTION DATE

HKS PROJECT NO. 25630.000
DATE 08/23/2023
CONSTRUCTION VOLUME PLAN
SHEET NO. 3.0
BUILDING PERMIT NUMBER: 11111
HKS, INC. FIRM #
DATE
PAGE #:

PACKET 26.25 October 10, 2023

HOSPITAL + MEDICAL OFFICE MAIN ENTRANCE

INPATIENT UNIT | REAR VIEW

INPATIENT UNIT | COURTYARD

LARGE SHARED COURTYARD

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HOSPITAL MAIN LOBBY

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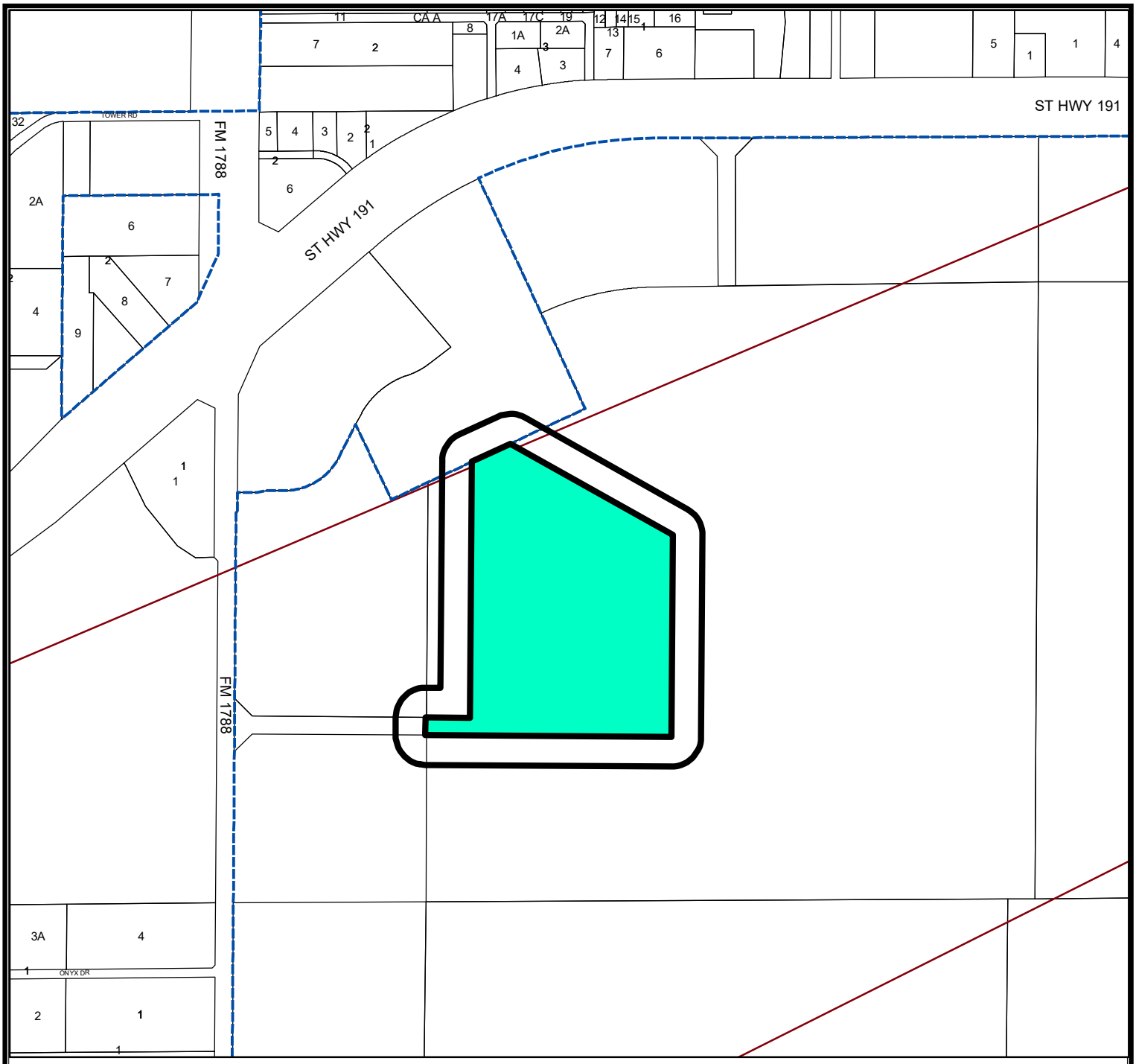


LOCATION MAP

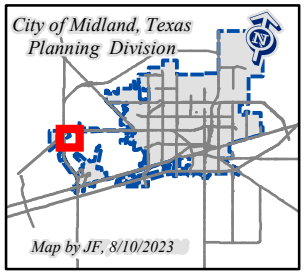
SUDwo-23-0036 **Scale: 1" = 200'**

Consider a request by Permian Basin Behavioral Health Center for a Specific Use without term, for an Institution for the Care of Alcoholic, Psychitratic, or Narcotic Patients on a 54.008-acre tract of land located in Section 42, Block 40, T-1-S, T&P RR. Co Survey, Midland County, Texas.

Generally located approximately 1,550-feet south of State Highway 191, and approximately 1,725-feet east of North Farm-to-Market Road 1788. - (Extraterritorial Jurisdiction)

L E G E N D

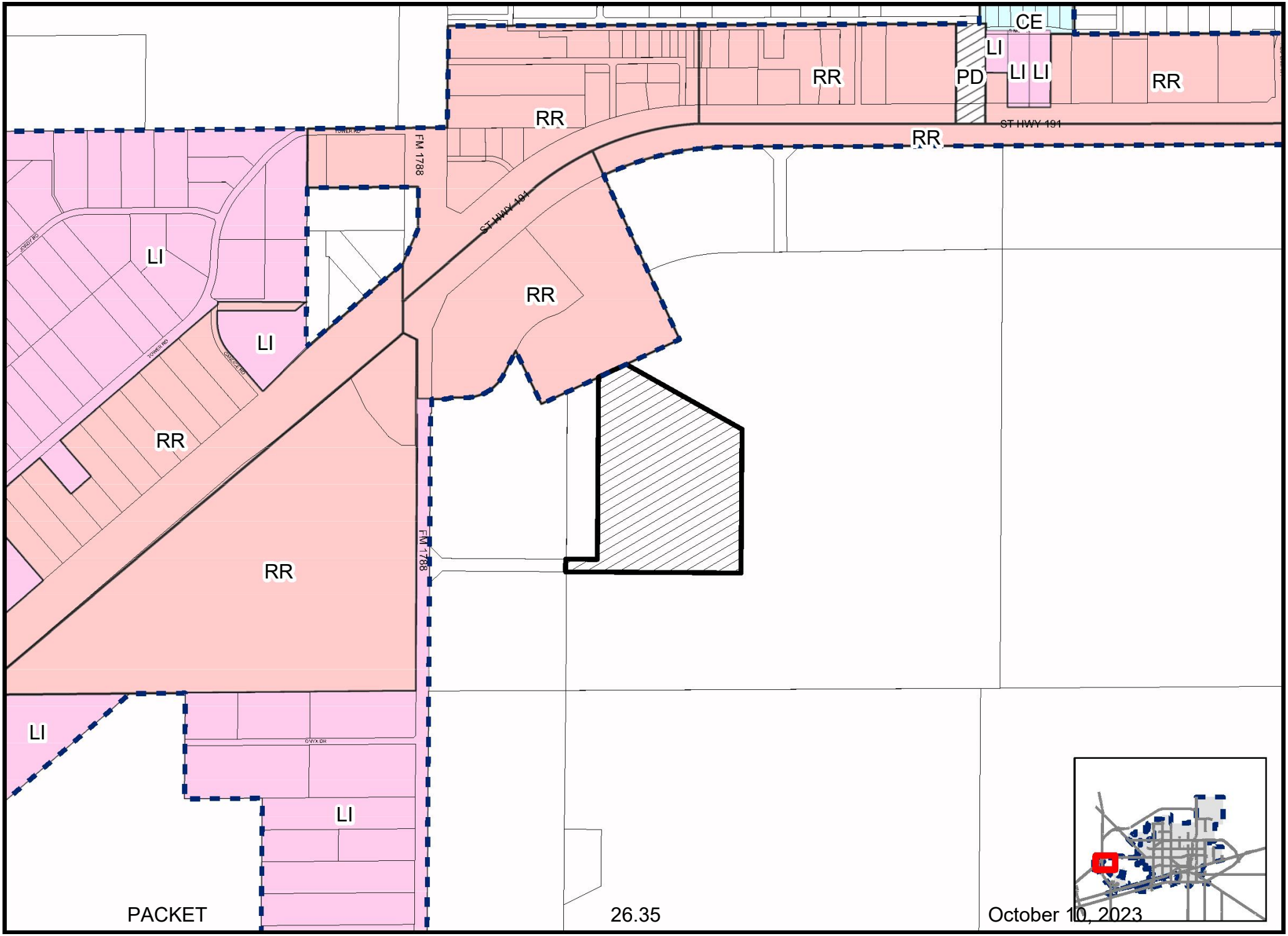
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By AW, 8/9/2023

SUDwo-23-0036

Scale: 1" = 200'

ZONING MAP

MI
PRI
OF
UCT, NOR IS IT DESIGNED
INFORMATION CONTAINED
THE USE OF THIS DATA.

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City Council Meeting

Item Number: **27**

Meeting Date: **October 10, 2023**

To: **City Council / City Manager**

From: **Landon Ochoa, Senior Planner**

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 55, BLOCK 8, 349 RANCH ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR HOUSING DEVELOPMENT TO SF-1, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED EAST OF TEJAS, APPROXIMATELY 175 FEET WEST OF SIOUX COURT); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 1) (DEVELOPMENT SERVICES)**

Purpose:

The applicant, Schumann Surveying, Inc., is requesting a Zone Change from PD, Planned District for Housing Development to PD, Planned District for Housing Development to SF-1, Single-Family Dwelling District on the northwest Lot 55, Block 8, 349 Ranch Estates, City and County of Midland, Texas for housing development.

Recommended City Council Action:

Approve

Fiscal Impact:

This request has no significant impact on the City's budget.

Current Zoning:

PD, Planned District for Housing Development (6128).

Surrounding Zoning and Land Use:

The properties to the north are zoned SF-3, Single-Family Dwelling District and PD, Planned District for Housing Development and the location of single-family homes and manufactured homes. The properties to the east are zoned PD, Planned District for Housing Development and the location of single-family homes and manufactured homes. The properties to the south and west are zoned SF-3, Single-Family Dwelling District and the location of single-family homes.

Analysis:

The subject property is zoned PD, Planned District for Housing Development with a base zoning of AE, Agricultural Estate District. The regulating ordinance specifies that the use and development of the property must conform to the requirements of the AE, Agricultural Estate District with the allowance of mobile homes as fixed dwellings be permitted in the same manner as allowed in the MH, Mobile Home District. The applicant is requesting a zone change from the PD, Planned District for a Housing Development to SF-1, Single-Family Dwelling District to develop the property with a reduced minimum lot area of less than two acres and to remove the allowance for mobile homes as currently allowed.

The SF-1, Single-Family Dwelling District has a minimum lot area of 9,000 square feet which is the largest single-family product allowed per the Zoning Ordinance. The applicant is proposing to develop this property in 13 lots with a minimum lot area of over 21,000 square feet (a minimum of .50 acres) which conforms with the lots that are immediately to the north and east.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objection.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.]
Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code Compliance: (Approved)

No Oil and Gas issues concerning zoning.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning:

The request fits with the Tall City Tomorrow Comprehensive Plan, Chapter 3 - Land Use Vision. The land use map indicates that the property is designated Urban Low (UR-L) which calls for a mix of complementary uses including mostly single-family, with some attached, townhome and small multi-family projects, schools, small parks and churches, and neighborhood retail or mixed use. This request is consistent with this designation as it would release this property from the restrictiveness of the PD and allow for more single-family residences as the Comprehensive Plan calls for.

The Planning and Zoning Commission recommended approval of this request on September 5, 2023.

Staff recommends approval of this zone change from PD, Planned District for Housing Development to SF-1, Single-Family Dwelling District, subject to condition A.

Condition:

A. That the use and development of this property shall conform to the regulations of the SF-1, Single-Family Dwelling District.

Letters of Objection:

As of September 27, 2023, Staff has received one letter of objection for this request.

Attachments:

Application
Metes & Bounds (Exhibit A)
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 55, BLOCK 8, 349 RANCH ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR HOUSING DEVELOPMENT TO SF-1, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED EAST OF TEJAS, APPROXIMATELY 175 FEET WEST OF SIOUX COURT); 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 55, Block 8, 349 Ranch Estates, City and County of Midland, Texas (the "Property"), to SF-1, 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 PD, Planned Development District for Housing Development to SF-1, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Rolandrea Russell, Interim 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-23-0341

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: LANCE FRIDAY		Phone (432) 638-7495 Email lance@lancefridayhomes.com	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: SCHUMANN LAND SURVEYING Printed Name: ED ALEMAN		Phone (432) 254-0327 Email EALEMAN@SCHUMANNONLINE NET	
Address 800 N. MARIENFELD	City MIDLAND	State TX	Zip 79701

Street Address:

Legal Description
Lot: 55 Block: 8 Subdivision: 349 RANCH ESTATES

Current Zoning: PD	**Proposed Zone:** SF-2 *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: P&Z RECOMMENDED

Present Use of Property: VACANT

Proposed Use of Property: RESIDENCIAL LOTS

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)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature):	Date: 8/7/2023
Property Owner (printed) : LANCE FRIDAY	

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 ED ALEMAN who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by LANCE FRIDAY, 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 7th day of August, 2023 to certify which witness my hand and seal of office.

HUNTER WAYNE HALL
Notary Public, State of Texas
Comm. Expires 06-05-2024
Notary ID 132509132

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # Paid online	
Received By:	Date: AUG 07 2023

****Application will not be considered for scheduling until reviewed by a planner.****

SCHUMANN
SURVEYING, INC.
A LATERAL LAND COMPANY

FIELD NOTE DESCRIPTION OF A 7.88 ACRE TRACT OF LAND, IN THE NORTH/4 OF SECTION 12, BLOCK X, ABSTRACT 684, H.P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS. SAID 7.88 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A REINF BAR SET (N:10721748.45, E:1756054.13) IN THE NORTH RIGHT OF WAY LINE OF A 20.00' ALLEY FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF THIS TRACT, FROM WHICH THE NW LOT CORNER OF LOT 9 N/2, OF BLOCK 8, 349 RANCH ESTATES, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, ACCORDING TO THE MAP OR PLAT RECORDED IN CABINET B, PAGE 287, PLAT RECORDS OF MIDLAND COUNTY, TEXAS, BEARS SOUTH 75°31'26" WEST 211.09 FEET AND SOUTH 14°28'34" EAST 20.95 FEET ;

THENCE SOUTH 75°31'26" WEST 561.94 FEET TO A REINF BAR SET FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH 11°30'37" WEST 333.47 FEET TO A REINF BAR SET FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE NORTH 14°34'47" WEST 154.27 FEET TO A REINF BAR SET FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE SOUTH 75°36'34" WEST 14.86 FEET TO A REINF BAR SET FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE NORTH 14°41'37" WEST 94.97 FEET TO A REINF BAR SET FOR THE MOST SOUTHERLY NORTHWEST CORNER OF THIS TRACT;

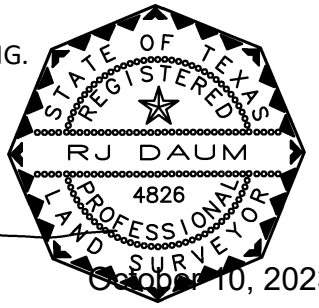
THENCE NORTH 30°27'29" WEST 28.21 FEET TO A REINF BAR SET FOR THE MOST NORTHERLY NORTHWEST CORNER OF THIS TRACT;

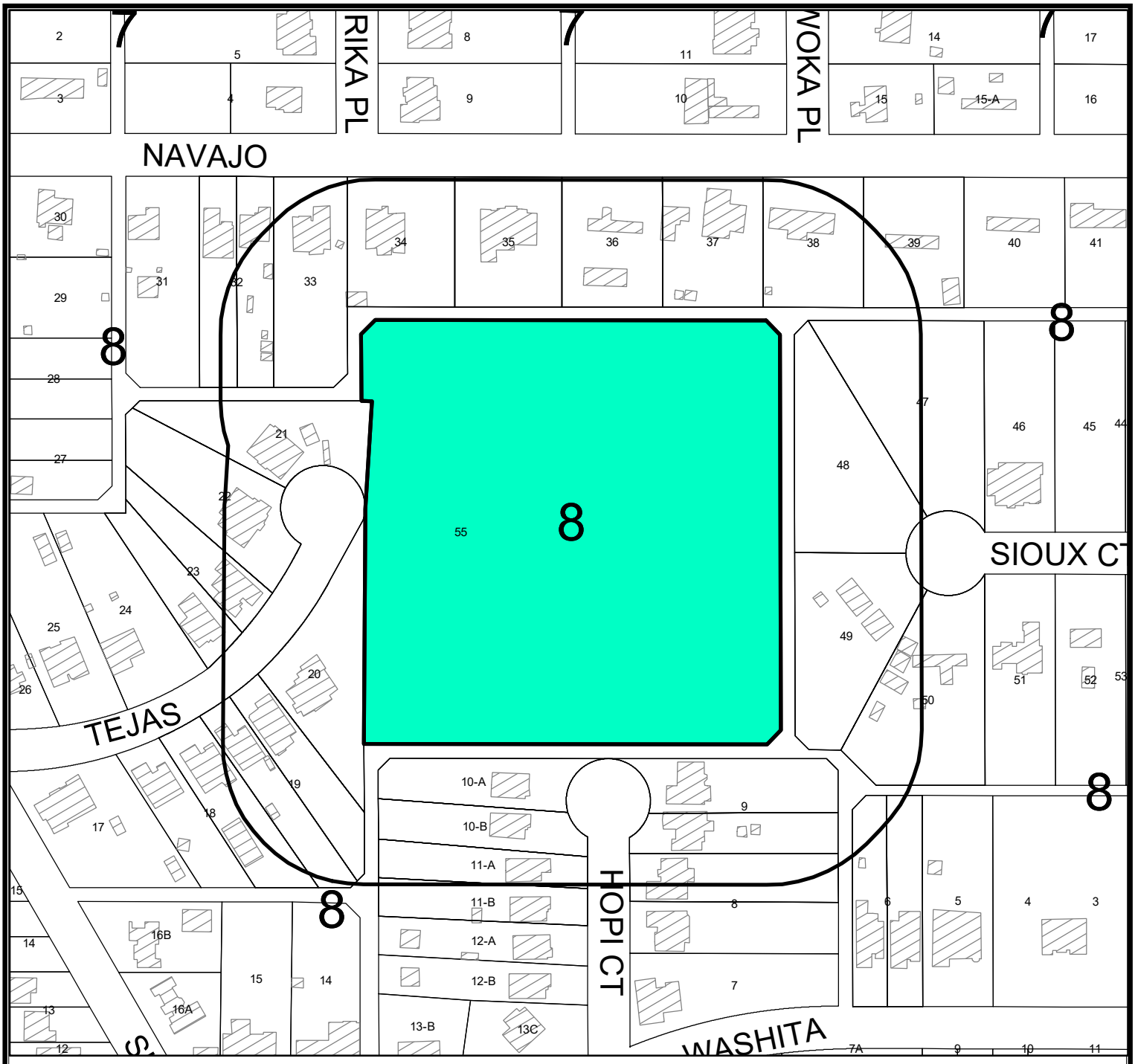
THENCE NORTH 75°36'36" EAST 538.53 FEET TO A REINF BAR SET FOR THE MOST NORTHERLY NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 59°29'05" EAST 28.33 FEET TO A REINF BAR SET FOR THE MOST SOUTHERLY NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 14°38'32" EAST 561.42 FEET TO A REINF BAR SET FOR THE MOST NORTHERLY SOUTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 30°26'28" WEST 28.24 FEET TO THE PLACE OF BEGINNING.





LOCATION MAP

Z-23-0341 **Scale: 1" = 2,434'**

A request by Schumann Engineering for approval of a Zone Change from PD, Planned District for Housing Development to SF-1, Single-Family Dwelling District on Lot 55, Block 8, 349 Ranch Estates, City and County of Midland, Texas.

Generally located east Tejas approximately 175-feet west of Sioux Court. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

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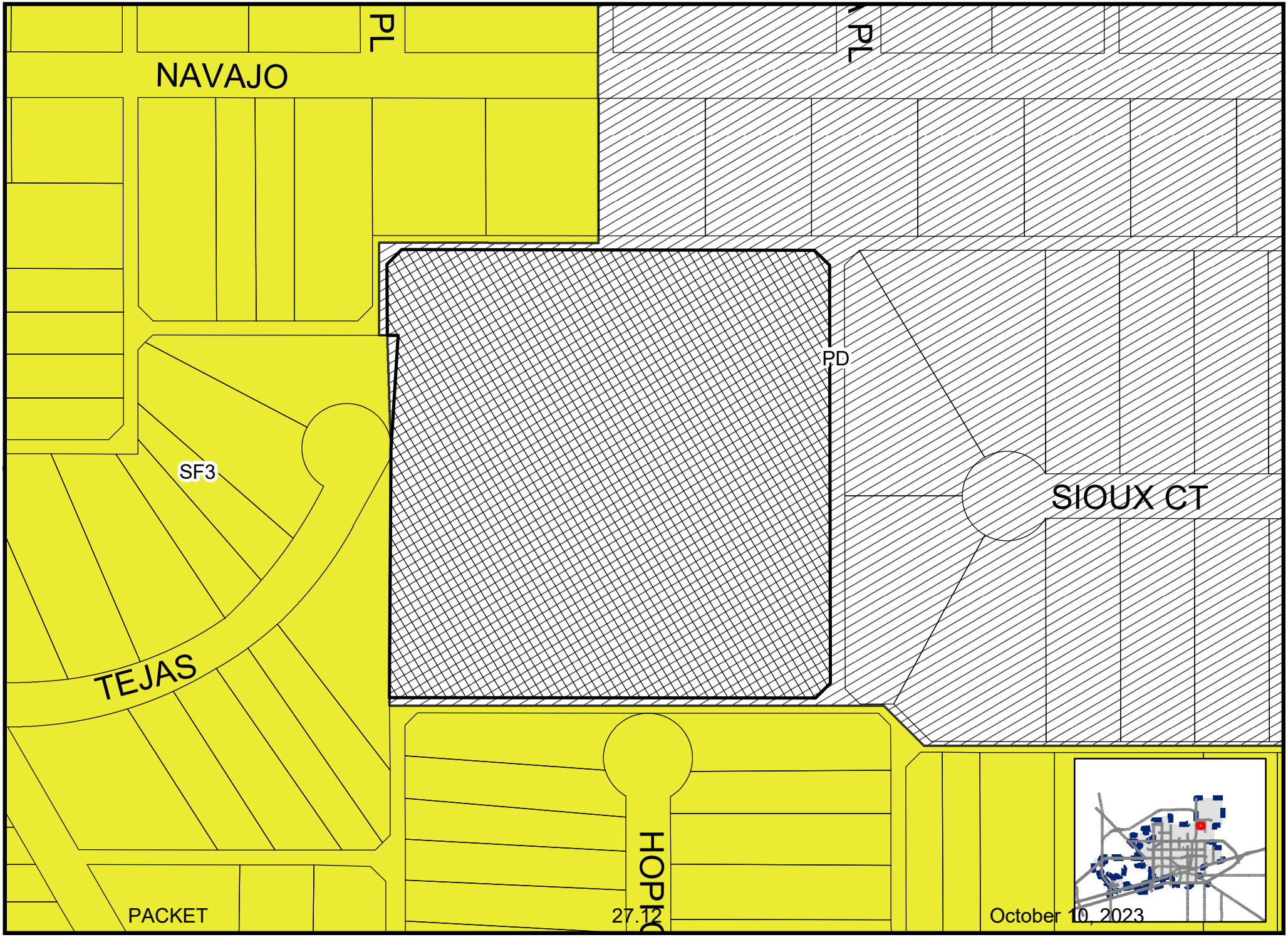
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By LO, 9/5/2023

Z-23-0341

Scale: 1" = 1,940'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

FEUER JOSHUA CRAIG
1413 TEJAS
MIDLAND TX 79705

MIDLAND
Planning Division

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas will hold a public hearing at **3:30 p.m.** on **Tuesday, September 5, 2023**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701 and via videoconference, on a request by **Schumann Engineering** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: Lot 55, Block 8, 349 Ranch Estates, City and County of Midland, Texas.

LOCATION: Generally located east of Tejas approximately 175-feet east of Sioux Court. (Council Court 1)

PROPOSED ZONING: **From:** PD, Planned District for Housing Development

To: SF-1, Single-Family Dwelling District

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request ✓ **Comments:**
Don't want this to lower my property value. Dont want to lose cul-de-sac on Tejas, not interested in a thru street.

Required Information:

Craig Feuer — Printed Name

1413 Tejas — Property Address (**No P. O. Boxes**)

Property Owner's Signature

If any further information is desired, please contact the Planning Division, at 685-7400.
Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 30
Date Mailed: August 26, 2023
Case Number: Z-23-0341
Case Name: 349 Ranch Estates
LO Planner's Initials

Lauren Ortoa for
Jeffrey Fisher, AICP
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. Videoconference information will be available by accessing the meeting agenda at https://www.midlandtexas.gov/967/primegov-meeting

pr

ORDINANCE NO. 6128

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 "AE", AGRICULTURE-ESTATE DISTRICT, TO BE USED AS A "PLANNED DISTRICT" FOR A HOUSING DEVELOPMENT; 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 ORDINANCES AND OTHER SPECIFICATIONS SET OUT AND REFERRED TO HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; 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 "AE", Agriculture-Estate District, and it shall be used as a "Planned District" for a Housing Development, subject to the special conditions and restrictions hereinafter set out.

Said property is described as follows:

All of Blocks 10 and 11; Lots 1 through 7, Block 12; Lots 36 through 55, Block 8; Lots 1 through 12, Block 13; and Lots 10 through 18, Block 7; all in 349 Ranch Estates Addition to the City of Midland, Midland County, Texas.

SECTION TWO. That the property described in Section One hereof shall be subject to the following special conditions and restrictions:

1. That the use and development of the property shall conform to all regulations applicable to an "AE", Agriculture-Estate District, except that mobile homes as fixed dwellings shall be permitted on the same basis as allowed in an "MH", Mobile Home District.

2. That the use and development of the property with respect to the keeping of animals and fowl shall conform to all regulations applicable within an "AE", Agriculture-Estate District.

SECTION THREE. That 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 City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance, together with the general penalty provision contained in Section 1-3-1 of the City Code of Midland, Texas, in the manner and for the length of time prescribed by law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 30th day of November, A.D., 1982; and passed to second reading on motion of Councilman Sloan, seconded by Councilman Hatfield, by the following vote:

Councilmen voting "AYE": Sloan, Hatfield, Marcum, Davidson and Thomas

Councilmen voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Councilman Sloan, seconded by Councilman Marcum, on the 14th day of December, A.D., 1982, at a regular meeting of the City Council:

Councilmen voting "AYE": Sloan, Marcum, Hatfield, and Davidson

Councilmen voting "NAY": Thomas
Councilmen ABSTAINING: Akins
PASSED AND APPROVED THIS 14th day of December, A.D., 1982.

G. Thane Akins, Mayor

ATTEST:

J. W. McCullough, City Secretary

APPROVED AS TO FORM:

J. M. Nuessle, City Attorney

City Council Meeting

Item Number: **28**

Meeting Date: **October 10, 2023**

To: **City Council / City Manager**

From: **Daniel Humbert, Planner**

Subject: RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A VENDOR MARKET ON LOT 1A, BLOCK 3, CRESTGATE ADDITION, SECTION 33, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF CRESTFIELD STREET AND WEST LOOP 250 NORTH) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS **(DISTRICT 1) (DEVELOPMENT SERVICES)**

Purpose:

Consider a request by Agnieszka Oakley for approval of a Temporary Land Use Permit for a Vendors Market.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Discussion:

Agnieszka Oakley is requesting a Temporary Land Use permit to have a Vendors Market located on the above-described property as seen on the attached site plan (Exhibit A) There will be alcohol and live music at this event. No peace officers will be required. There will be one toilet for men and two unisex toilets provided on-site.

The event dates will be from:

October 13, 2023, from 6 p.m. to 10 p.m. (event)
October 27, 2023, from 6 p.m. to 10 p.m. (event)
November 10, 2023, from 6 p.m. to 10 p.m. (event)
November 24, 2023, from 6 p.m. to 10 p.m. (event)
December 8, 2023, from 6 p.m. to 10 p.m. (event)
December 22, 2023, from 6 p.m. to 10 p.m. (event)
January 12, 2024, from 6 p.m. to 10 p.m. (event)
January 26, 2024, from 6 p.m. to 10 p.m. (event)
February 9, 2024, from 6 p.m. to 10 p.m. (event)
February 23, 2024, from 6 p.m. to 10 p.m. (event)
March 8, 2024, from 6 p.m. to 10 p.m. (event)
March 22, 2024, from 6 p.m. to 10 p.m. (event)
April 12, 2024, from 6 p.m. to 10 p.m. (event)
April 26, 2024, from 6 p.m. to 10 p.m. (event)
May 10, 2024, from 6 p.m. to 10 p.m. (event)
May 24, 2024, from 6 p.m. to 10 p.m. (event)
June 14, 2024, from 6 p.m. to 10 p.m. (event)
June 28, 2024, from 6 p.m. to 10 p.m. (event)
July 12, 2024, from 6 p.m. to 10 p.m. (event)
July 26, 2024, from 6 p.m. to 10 p.m. (event)
August 9, 2024, from 6 p.m. to 10 p.m. (event)
August 23, 2024, from 6 p.m. to 10 p.m. (event)
September 13, 2024, from 6 p.m. to 10 p.m. (event)
September 27, 2024, from 6 p.m. to 10 p.m. (event)

This request has been circulated to all pertinent City departments for review. Below are the departments' comments:

Engineering: (Approved)

No objections. [For the Applicant's information only.]

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Fire: (Approved)

This event requires a site inspection by the fire department. Tent structure must meet all requirements of IFC 2015 ed. and NFPA fire retardant compliance Food concessions are required to meet IFC 2015 ed. and local ordinances Arts and crafts vendors may not use open flame devices without special inspection for each site. Fire extinguishers must be available at each vendor (2A-10BC min size) Immediate access to fire department connections shall be maintained at all times and without obstructions by fixed or moveable objects.

Building Code: (Approved)

No objections. All canopies, tents, and stages must be erected according to manufacturer's instruction and anchored down or tied down in a manner that prevents damage to other properties and helps to prevent a safety risk to other people in the event of adverse weather. All sanitary facilities must be maintained in a reasonable manner and be easily located by the public.

Oil and gas: (Approved)

No Oil and Gas issues.

Planning: (Approved)

This temporary land use permit for a vendor market is in compliance with Goal #2 of Chapter 7 of the Tall City Tomorrow Comprehensive Plan, which is to "create a 'cultural core' in Downtown Midland that is a living, working, and entertainment destination," as it provides an event that citizens and visitors of Midland can attend.

Staff recommends approval of this request for a Temporary Land Use permit subject to conditions A through J:

Conditions:

A. That the days and hours of operation of the Event shall be limited to the following:

October 13, 2023, from 6 p.m. to 10 p.m. (event)
October 27, 2023, from 6 p.m. to 10 p.m. (event)
November 10, 2023, from 6 p.m. to 10 p.m. (event)
November 24, 2023, from 6 p.m. to 10 p.m. (event)
December 8, 2023, from 6 p.m. to 10 p.m. (event)
December 22, 2023, from 6 p.m. to 10 p.m. (event)
January 12, 2024, from 6 p.m. to 10 p.m. (event)
January 26, 2024, from 6 p.m. to 10 p.m. (event)
February 9, 2024, from 6 p.m. to 10 p.m. (event)
February 23, 2024, from 6 p.m. to 10 p.m. (event)
March 8, 2024, from 6 p.m. to 10 p.m. (event)
March 22, 2024, from 6 p.m. to 10 p.m. (event)
April 12, 2024, from 6 p.m. to 10 p.m. (event)
April 26, 2024, from 6 p.m. to 10 p.m. (event)
May 10, 2024, from 6 p.m. to 10 p.m. (event)
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June 14, 2024, from 6 p.m. to 10 p.m. (event)
June 28, 2024, from 6 p.m. to 10 p.m. (event)
July 12, 2024, from 6 p.m. to 10 p.m. (event)
July 26, 2024, from 6 p.m. to 10 p.m. (event)
August 9, 2024, from 6 p.m. to 10 p.m. (event)

August 23, 2024, from 6 p.m. to 10 p.m. (event)
September 13, 2024, from 6 p.m. to 10 p.m. (event)
September 27, 2024, from 6 p.m. to 10 p.m. (event)

B. That the days and hours of set-up and tear-down of the Event shall be limited to the following respectively:

Each day of operation of the event from 4:00 p.m. to 6:00 p.m.; and
Each day of operation of the event from 10:00 p.m. to 12:00 a.m. (midnight).

C. That the operation of the Event shall conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

D. That the Applicant shall provide a minimum of three (3) restrooms that shall be made available for use during all operating hours of the Event.

E. That live music shall be allowed during all operating hours of the Event.

F. That each tent, canopy, and booth shall be erected according to its manufacturer's instructions, including the use of tie-downs that will resist the local estimated wind load.

G. That the Event shall be operated in compliance with all requirements of the Fire Code. The Applicant shall call for an inspection by the Fire Marshal prior to commencing operation of the Event.

H. That the Applicant shall obtain approval from the Solid Waste Department for a refuse collection and clean-up plan prior to operation of the Event.

I. That the Code Administration Division and the Planning Division shall be notified no later than 48 hours preceding operation of the Event.

J. That the Applicant shall be responsible for ensuring that the conditions herein are observed and satisfied.

Letters of Objection:

As of September 28, 2023, staff has not received any letters of objection.

Attachments:

Site Plan (Exhibit A)
Application
Maps

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A VENDOR MARKET ON LOT 1A, BLOCK 3, CRESTGATE ADDITION, SECTION 33, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF CRESTFIELD STREET AND WEST LOOP 250 NORTH) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS

WHEREAS, pursuant to Section 11.1-4.05 of the City Code of Midland, Texas, Agnieszka Oakley (the "Applicant") has applied for authorization to temporarily use Lot 1A, Block 3, Crestgate Addition, Section 33, City and County of Midland, Texas (the "Property") for a vendor market (the "Event"); and

WHEREAS, the Council finds and determines that such temporary use shall be allowed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Applicant is hereby authorized by the City Council to temporarily use the Property for the Event subject to the following conditions and restrictions:

A. That the days and hours of operation of the Event shall be limited to the following:

October 13, 2023, from 6:00 p.m. to 10:00 p.m.;

October 27, 2023, from 6:00 p.m. to 10:00 p.m.;

November 10, 2023, from 6:00 p.m. to 10:00 p.m.;

November 24, 2023, from 6:00 p.m. to 10:00 p.m.;

December 8, 2023, from 6:00 p.m. to 10:00 p.m.;

December 22, 2023, from 6:00 p.m. to 10:00 p.m.;

January 12, 2024, from 6:00 p.m. to 10:00 p.m.;

January 26, 2024, from 6:00 p.m. to 10:00 p.m.;

February 9, 2024, from 6:00 p.m. to 10:00 p.m.;

February 23, 2024, from 6:00 p.m. to 10:00 p.m.;

March 8, 2024, from 6:00 p.m. to 10:00 p.m.;

March 22, 2024, from 6:00 p.m. to 10:00 p.m.;

April 12, 2024, from 6:00 p.m. to 10:00 p.m.;

April 26, 2024, from 6:00 p.m. to 10:00 p.m.;

May 10, 2024, from 6:00 p.m. to 10:00 p.m.;

May 24, 2024, from 6:00 p.m. to 10:00 p.m.;

June 14, 2024, from 6:00 p.m. to 10:00 p.m.;

June 28, 2024, from 6:00 p.m. to 10:00 p.m.;

July 12, 2024, from 6:00 p.m. to 10:00 p.m.;

July 26, 2024, from 6:00 p.m. to 10:00 p.m.;

August 9, 2024, from 6:00 p.m. to 10:00 p.m.;

August 23, 2024, from 6:00 p.m. to 10:00 p.m.;

September 13, 2024, from 6:00 p.m. to 10:00 p.m.;

and

September 27, 2024, from 6:00 p.m. to 10:00 p.m.

B. That the days and hours of set-up and tear-down of the Event shall be limited to Each day of operation of the event from 4:00 p.m. to 6:00 p.m; and the following: 2nd day of operation of the event from 10:00 p.m. to 12:00 a.m. (midnight).

C. That the operation of the Event shall conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

D. That the Applicant shall provide a minimum of three (3) restrooms that shall be made available for use during all operating hours of the Event.

E. That live music shall be allowed during all operating hours of the Event.

F. That each tent, canopy, and booth shall be erected according to its manufacturer's instructions, including the use of tie-downs that will resist the local estimated wind load.

G. That the Event shall be operated in compliance with all requirements of the Fire Code. The Applicant shall call for an inspection by the Fire Marshal prior to commencing operation of the Event.

H. That the Applicant shall obtain approval from the Solid Waste Department for a refuse collection and clean-up plan prior to operation of the Event.

I. That the Code Administration Division and the Planning Division shall be notified no later than 48 hours preceding operation of the Event.

J. That the Applicant shall be responsible for ensuring that the conditions herein are observed and satisfied.

SECTION TWO. That the City Council reserves at all times the full right and power to revoke said temporary use for violation of any of its terms or any misrepresentations contained in the application, after a hearing of which the holder of said temporary use has been given at least one (1) day notice.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by

the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____

Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT

AND COMPLETENESS:

_____

Rolandrea Russell, Interim Director of Development Services

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

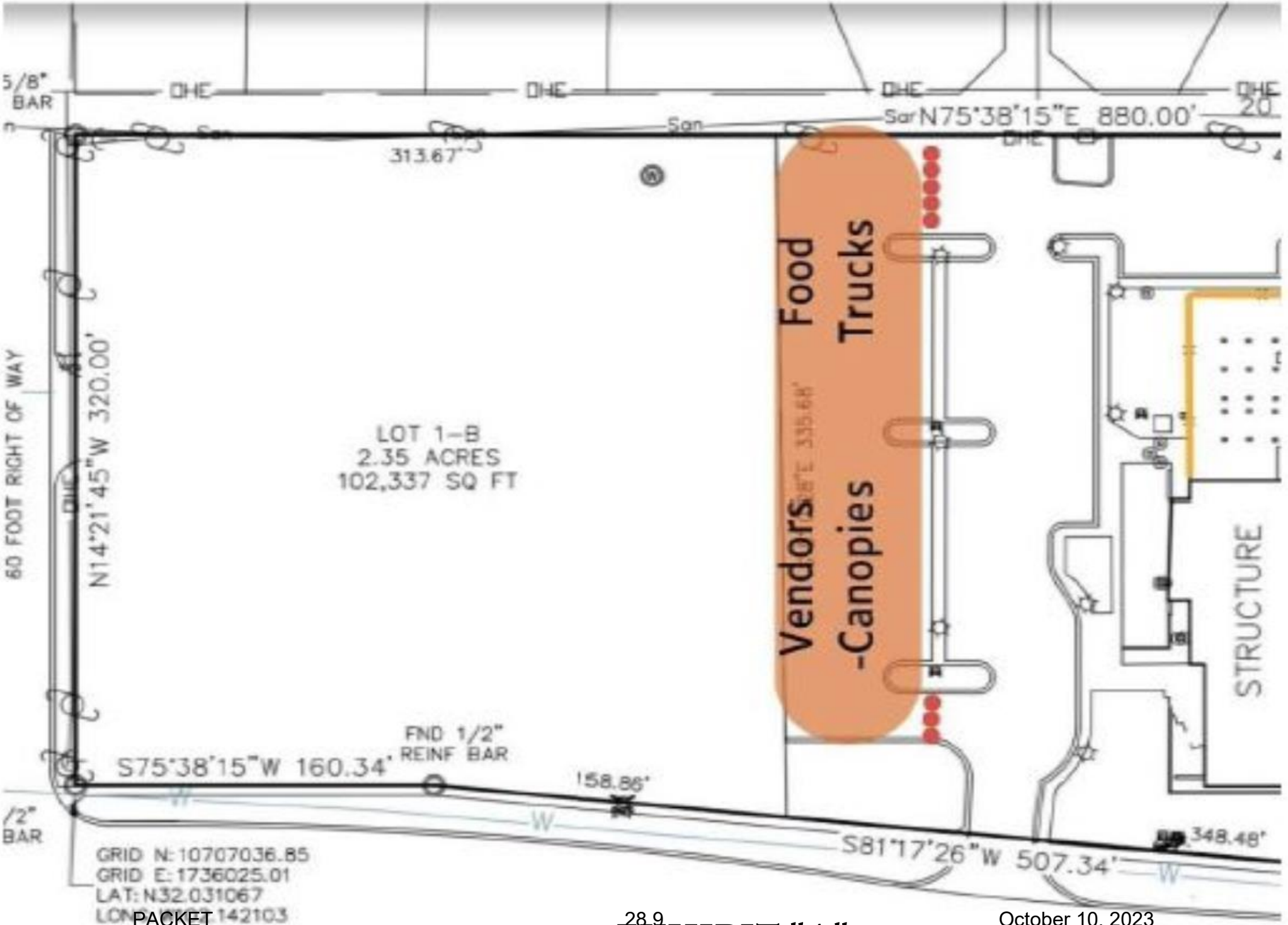
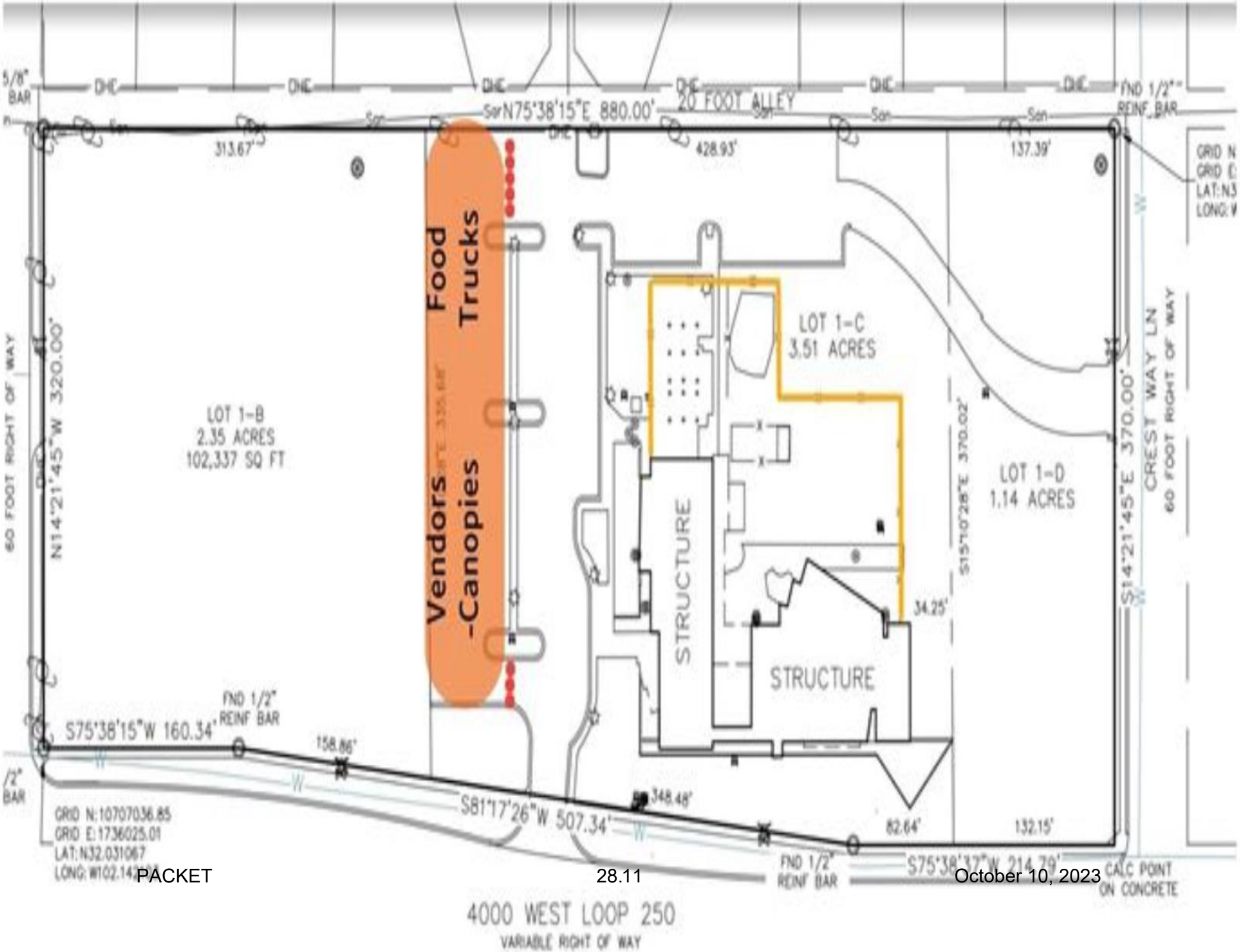

5/8" BAR
OHE
OHE
OHE
OHE
Sar N75°38'15"E 880.00'
Sar
313.67'
60 FOOT RIGHT OF WAY
N14°21'45"W 320.00'
LOT 1-B
2.35 ACRES
102,337 SQ FT
Vendors -Canopies
Food Trucks
STRUCTURE
FND 1/2" REINF BAR
S75°38'15"W 160.34'
158.86'
348.48'
S81°17'26"W 507.34'
GRID N: 10707036.85
GRID E: 1736025.01
LAT: N32.031067
4000 WEST LOOP 250
VARIABLE RIGHT OF WAY

EXHIBIT "A"

DHE
DHE
FND 1/2"
REINF BAR
FCOT ALLEY
Son
Son
Son
428.93'
137.39'
GRID N
GRID E
LAT: N3
LONG: W
LOT 1-C
3.51 ACRES
LOT 1-D
1.14 ACRES
S15°10'28"E 370.02'
S14°21'45"E 370.00'
CREST WAY LN
60 FOOT RIGHT OF WAY
34.25'
STRUCTURE
82.64'
132.15'
S75°38'37"W 214.79'
REINF BAR
CALC POINT
ON CONCRETE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FND 1/2" REINF BAR
S75°38'32"W 214.79'
CALC POINT ON CONCRETE
4000 WEST LOOP 250
VARIABLE RIGHT OF WAY

MIDLAND Planning Division

Temporary Land Use Application

Project Number: _____

Case Number: TLU-23-0147

Event Name: WTX MARKET

Applicant *(if acting as Agent, see affidavit on page 2)*
Printed Name: AGNIESZKA OAKLEY
Phone (432) 236 8559
Email nishka555@gmail.com
Address 3900 CRESTLINE AVE | City MIDLAND | State TX | Zip 79707

Property Owner
Printed Name: AMY HAYNIE
Phone (432) 694 8856
Email parishadmin2@stnicksmt.org
Address 4000 W LOOP 250 N | City MIDLAND | State TX | Zip 79707

Representative *(if different from Applicant or Property Owner)*
Firm: _____
Printed Name:
Phone ( )
Email
Address | City | State | Zip

Street Address: 4000 W LOOP 250 N MIDLAND TX 79707

Legal Description
Lot: Block: Subdivision:

Current Zoning: PD

Type of Temporary Use Requested:

Description of Event: VENDORS MARKET - POP UP TENTS & FOOD TRUCKS

Duration of Temporary Use: _____
If event lasts for more than (1) day and is located within any residential district or is located within 1,000 feet of any residential district, then a public hearing is required.

Proposed Days and Hours: Fridays 6-10pm: 2023-Oct 13&27; Nov 10&24; Dec 8&22. 2024-Jan 12&26; Feb 9&23 Mar 8&22; Apr 12&26; May 10&24; June 14&28; July 12&26; Aug 9&23; Sept 13&27, Oct 11&25, Nov 8&22, Dec 13

Will alcoholic beverages be sold? ☐ Yes ☑ No
If yes, you must comply with all Texas Alcoholic Beverage Commission (TABC) regulations for the event.

Are you requesting the temporary closure of any streets? ☐ Yes ☑ No
If yes, you must:

A. Complete the "**Special Event and Street Closure Application**", available from the Planning Division (4th Floor, City Hall), as well as submit a "**Traffic Control Plan**" to the Transportation Division (5th Floor, City Hall).
B. Provide the City with a **general liability insurance certificate**, naming the **City** as an **Additional Insured**, in the amount of one million dollars ($1,000,000) for the term of the closure.

Number of Peace Offices Provided: 0 *Contact the Midland Police Department to schedule off-duty police officers.*			
Type of Music *(carnival, live, etc.)*: LIVE or RADIO			
Showmobile *(portable stage)* **Requested:** ☐ Yes ☑ No		Days & Hours:	
Number of Restroom Fixtures Provided:	*Men*	**Toilets/Urinals:** 1	**Bathroom Sinks:**
	Women	**Toilets:**	**Bathroom Sinks:**
	Unisex	**Toilets:** 2	**Bathroom Sinks:**

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Damage Deposit
- Clean-Up Deposit
- 1 FOLDED Copy of Site Plan*
- Digital Copies of Site Plan (PDF/JPEG)

**Should show existing buildings, parking, access arrangements, surrounding streets, activity areas, areas of alcoholic beverage sales, proposed street closures, etc.*

Signatures

Applicant (signature): Agnieszka Oakley	Date: 8/22/2023
Applicant (printed): AGNIESZKA OAKLEY	
Property Owner (signature): Amy Haynie	Date: 8/22/2023
Property Owner (printed): Amy Haynie, Rector, St Nicholas' Episcopal Church	
Representative (signature):	Date:
Representative (printed) :	

The Temporary Land Use Permit shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

****Application will not be considered for scheduling until reviewed by a planner.****

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 AGNIESZKA OAKLEY who, being by me duly sworn, upon oath says: That (s)he is authorized by AMY HAYNIE, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 24th day of August, 2023, to certify which witness my hand and seal of office.

ALEXIS MARIE MARTINEZ
Notary Public, State of Texas
Comm. Expires 07-12-2027
Notary ID 134449907

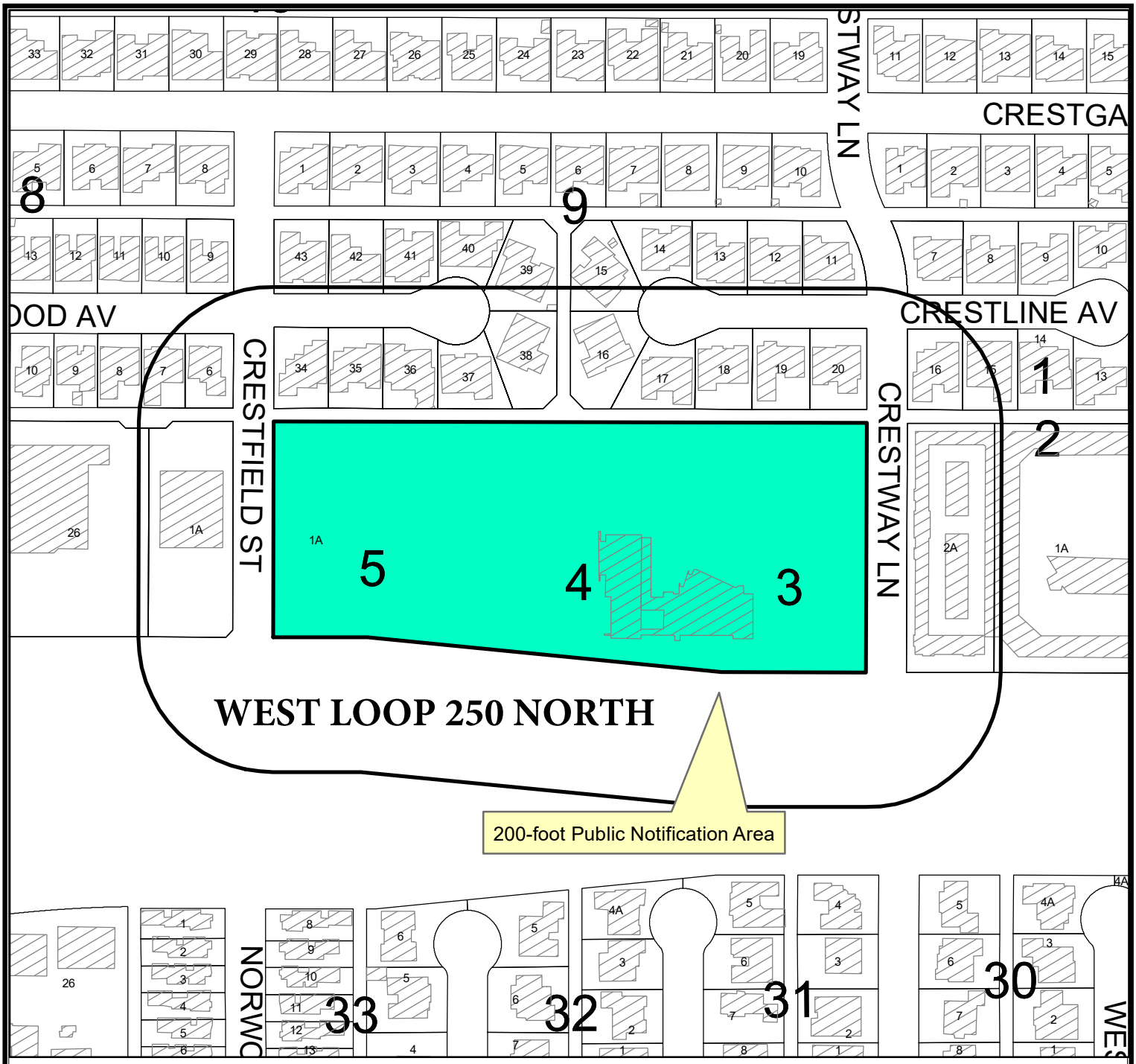
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☐ Liability Insurance (Street Closure)
☑ Dimensioned Site Plan	☐ Traffic Control Plan (Street Closure)
☑ Plans in Digital Format (PDF/JPEG)	☐ Clean-Up Deposit
☐ Application Fee	Check #_____
Check #_____	☐ Damage Deposit
☐ Administrative Approval	Check #_____
Received By: Daniel Hernandez	Date: 82473

paid

paid

Application will not be considered for scheduling until reviewed by a planner.



LOCATION MAP

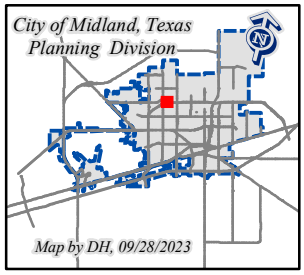
TLU-23-0147 **Scale: 1" = 2,545'**

Resolution authorizing the temporary use of land for a Vendors Market on Lot 1A, Block 3, Crestgate Addition, Section 33, City and County of Midland, Texas.

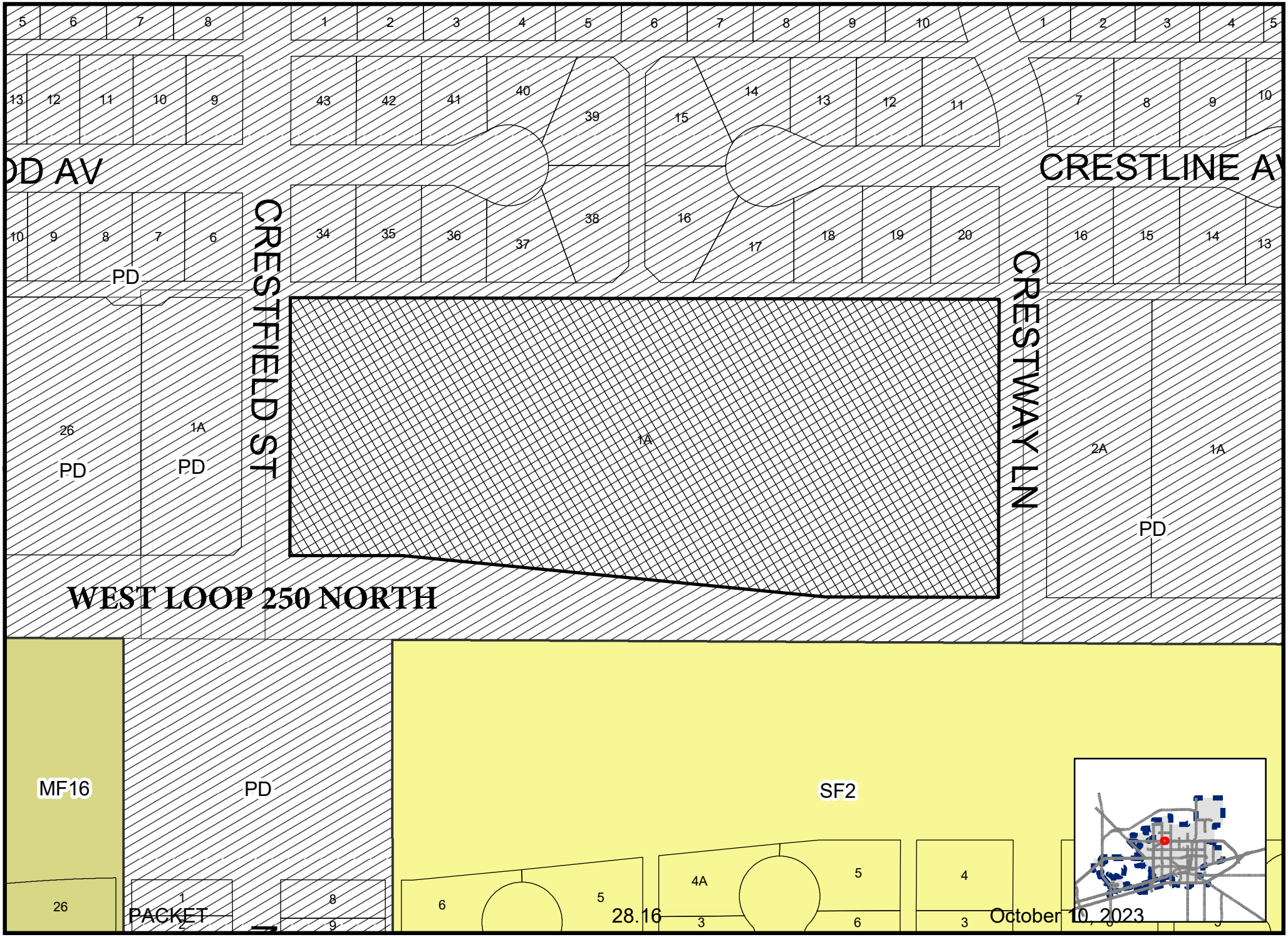
Generally located at the northeast corner of the intersection of Crestfield Street and West Loop 250 North (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By DH 9/29/2023

TLU-23-0147

Scale: 1" = 1,792'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

ONE WAY

City Council Meeting

Item Number: **29**

Meeting Date: **October 10, 2023**

To: **City Council / City Manager**

From: **Daniel Humbert, Planner**

Subject: RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A PARTY ON LOT 1A, BLOCK 2, GATEWAY PLAZA ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF LIBERTY DRIVE AND WEST BUSINESS INTERSTATE 20) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS **(DISTRICT 4) (DEVELOPMENT SERVICES)**

Purpose:

Consider a request by Jeffrey Benson for approval of a Temporary Land Use Permit for the Cinergy Midland 10 Year Anniversary Party.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Discussion:

Jeffrey Benson is requesting a Temporary Land Use permit to have a 10-Year Anniversary Party at 1917 Liberty Drive as shown on the attached site plan (Exhibit A). There will be alcohol at this event. There will be live music and two officers provided. There will be one unisex toilet, 10 men's toilets and 20 women's toilets provided on site. 41 sinks will also be provided.

The event will last from:

October 20, 2023, from 8 a.m. to 5 p.m. (set-up)
October 21, 2023, from 12 p.m. to 9 p.m. (event)
October 22, 2023, from 8 a.m. to 5 p.m. (tear-down)

This request has been circulated to all pertinent City departments for review. Below are the departments' comments:

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Transportation: (Approved)

No objection. [For Applicant's Information Only.]

Fire: (Approved)

This event requires a site inspection by the fire department. Tent structure must meet all requirements of IFC 2015 ed. and NFPA fire retardant compliance Food concessions are required to meet IFC 2015 ed. and local ordinances Arts and crafts vendors may not use open flame devices without special inspection for each site. Fire extinguishers must be available at each vendor (2A-10BC min size) Immediate access to fire department connections shall be maintained at all times and without obstructions by fixed or moveable objects.

Building Code: (Approved)

No objections. All canopies, tents, and stages must be erected according to manufacturer's instruction and anchored down or tied down in a manner that prevents damage to other properties and helps to prevent a safety risk to other people in the event of adverse weather. All sanitary facilities must be maintained in a reasonable manner and be easily located by the public.

Oil and gas: (Approved)

No Oil and Gas issues.

Planning: (Approved)

This temporary land use permit for a 10-Year Anniversary Party is in compliance with Goal #2 of Chapter 7 of the Tall City Tomorrow Comprehensive Plan, which is to "create a 'cultural core' in Downtown Midland that is a living, working, and entertainment destination," as it provides an event that citizens and visitors of Midland can attend.

Staff recommends approval of this request for a Temporary Land Use permit subject to conditions A through K:

Conditions:

A. That the days and hours of operation of the Event shall be limited to the following:

Saturday, October 21, 2023, from 12 p.m. to 9 p.m.

B. That the days and hours of set-up and tear-down of the Event shall be limited to the following:

Friday, October 20, 2023, from 8 a.m. to 5 p.m.; and
Sunday, October 22, 2023, from 8 a.m. to 5 p.m.

C. That the operation of the Event shall conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

D. That the Applicant shall provide a minimum of thirty-one (31) restrooms that shall be made available for use during all operating hours of the Event.

E. That the Applicant shall provide a minimum of two (2) peace officers during all operating hours of the Event.

F. That the following uses are specifically permitted:

1. Live music shall be allowed during all operating hours of the Event.

2. The sale and on-premises consumption of alcoholic beverages shall be allowed during all operating hours of the Event in compliance with state and local laws.

G. That each tent, canopy, and booth shall be erected according to its manufacturer's instructions, including the use of tie-downs that will resist the local estimated wind load.

H. That the Event shall be operated in compliance with all requirements of the Fire Code. The Applicant shall call for an inspection by the Fire Marshal prior to commencing operation of the Event.

I. That the Applicant shall obtain approval from the Solid Waste Department for a refuse collection and clean-up plan prior to operation of the Event.

J. That the Code Administration Division and the Planning Division shall be notified no later than 48 hours preceding operation of the Event.

K. That the Applicant shall be responsible for ensuring that the conditions herein are observed and satisfied.

Letters of Objection:

As of September 29, 2023, staff has not received any letters of objection.

Attachments:

Site Plan (Exhibit A)
Application
Maps

Morris William Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A PARTY ON LOT 1A, BLOCK 2, GATEWAY PLAZA ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF LIBERTY DRIVE AND WEST BUSINESS INTERSTATE 20) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS

WHEREAS, pursuant to Section 11-1-4.05 of the City Code of Midland, Texas, Jeffrey Benson (the "Applicant") has applied for authorization to temporarily use Lot 1A, Block 2, Gateway Plaza Addition, Section 3, City and County of Midland, Texas (the "Property") for a party (the "Event"); and

WHEREAS, the Council finds and determines that such temporary use shall be allowed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Applicant is hereby authorized by the City Council to temporarily use the Property for the Event subject to the following conditions and restrictions:

A. That the day and hours of operation of the Event shall be limited to the following:

Saturday, October 21, 2023, from 12:00 p.m. (noon) to 9:00 p.m.

B. That the days and hours of set-up and tear-down of the Event shall be limited to the following:

Friday, October 20, 2023, from 8:00 a.m. to 5:00 p.m.; and
Sunday, October 22, 2023, from 8:00 a.m. to 5:00 p.m.

C. That the operation of the Event shall conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

D. That the Applicant shall provide a minimum of thirty-one (31) restrooms that shall be made available for use during all operating hours of the Event.

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K. That the Applicant shall be responsible for ensuring that the conditions herein are observed and satisfied.

SECTION TWO. That the City Council reserves at all times the full right and power to revoke said temporary use for violation of any of its terms or any misrepresentations contained in the application, after a hearing of which the holder of said temporary use has been given at least one (1) day notice.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

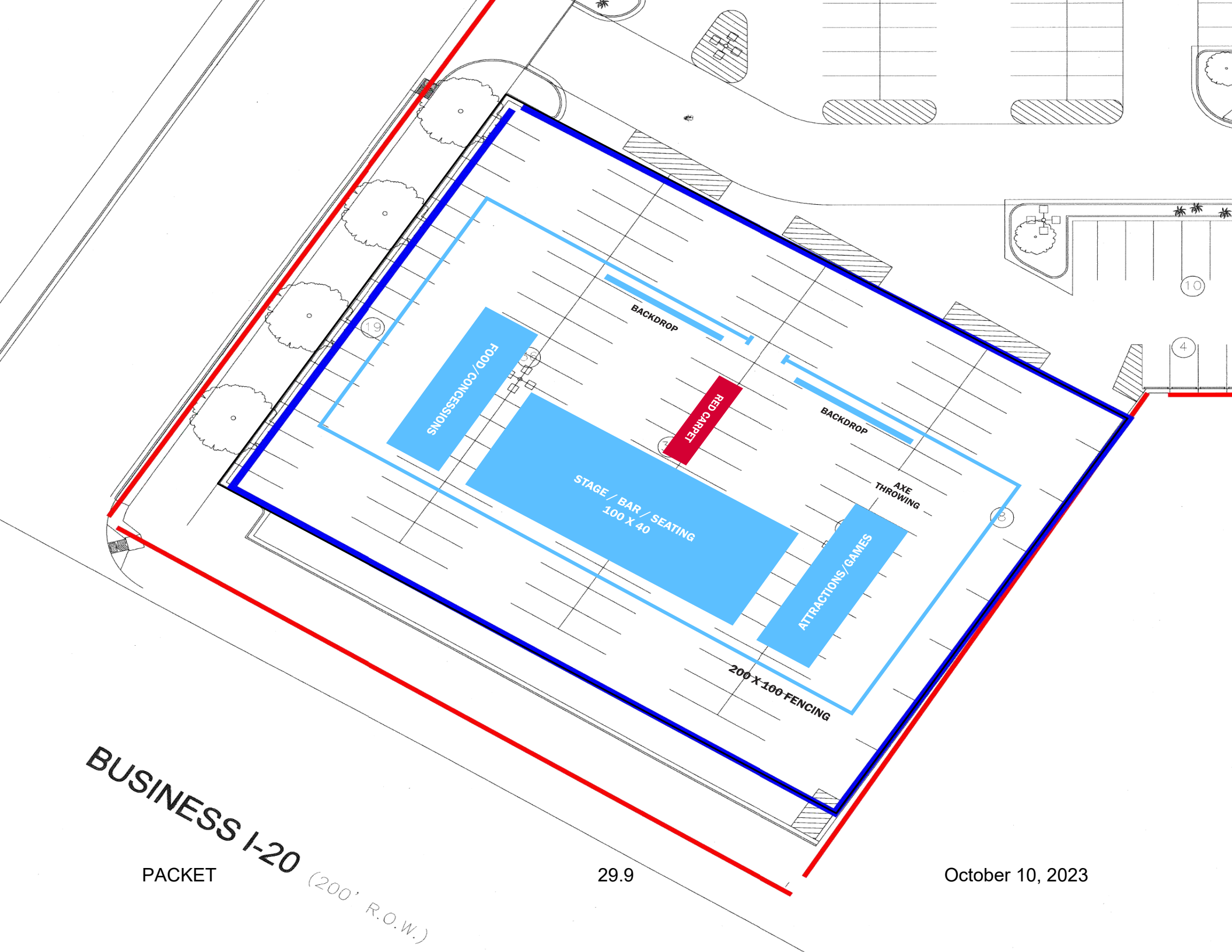
_____
Rolandrea Russell, Interim Director of Development Services

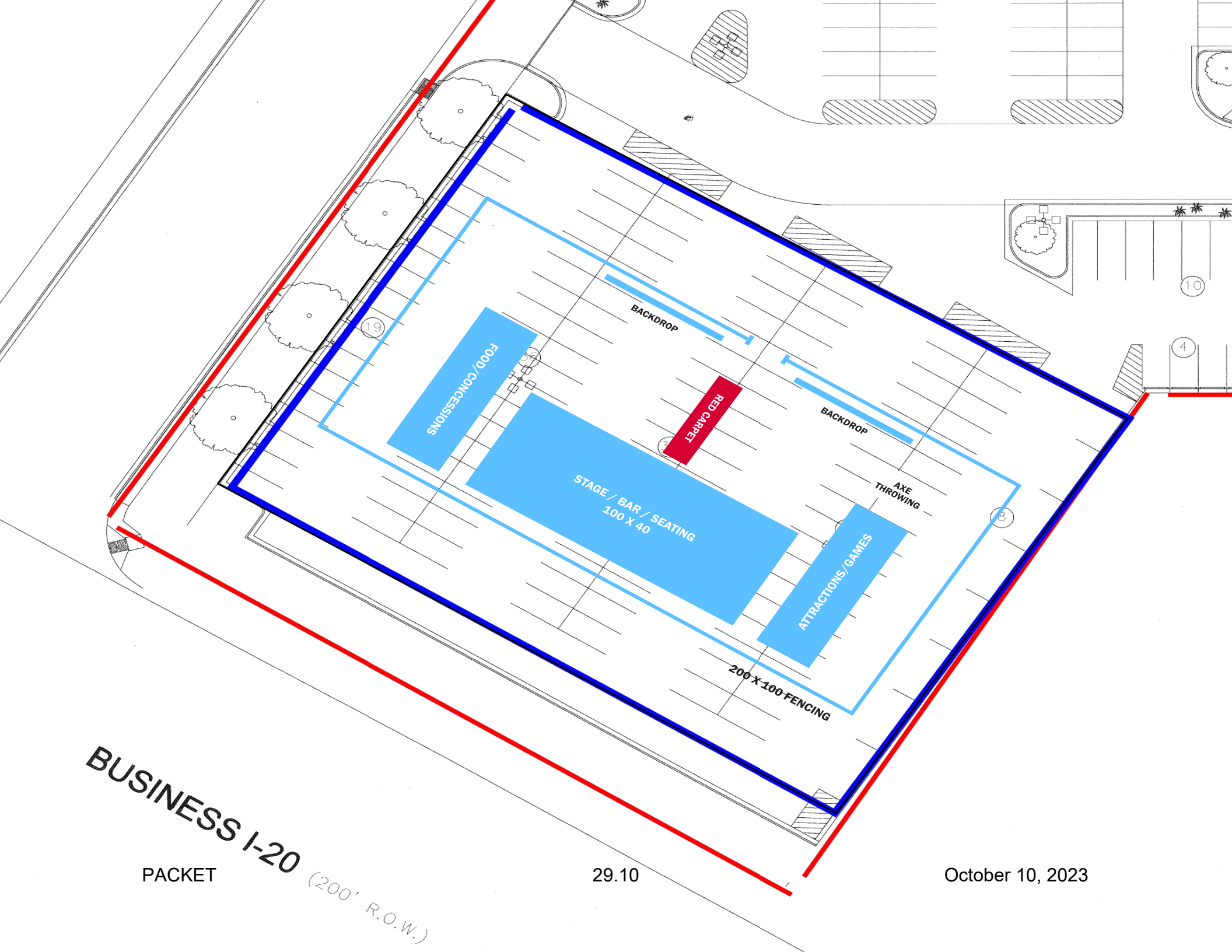
APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

DUMPSTER ENCLOSURE
50,220 SF THEATRE BUILDING
SUBSURFACE DRAINAGE PIPING, REFER TO CIVIL
LIBERTY DR. (80' R.O.W.)
BUSINESS I-20 (200' R.O.W.)
LOOP 250 (R.O.W. VARIES)
BACKDROP
FOOD CONCESSIONS
RED CARPET
BACKDROP
STAGE / BAR / SEATING 100 X 40
AXE THROWING
ATTRACTIONS / GAMES
200 X 100 FENCING

EXHIBIT "A"


BUSINESS I-20
(200' R.O.W.)
BACKDROP
FOOD/CONCESSIONS
RED CARPET
BACKDROP
STAGE / BAR / SEATING
100 X 40
AXE
THROWING
ATTRACTIONS/GAMES
200 X 100 FENCING
19
10
4
8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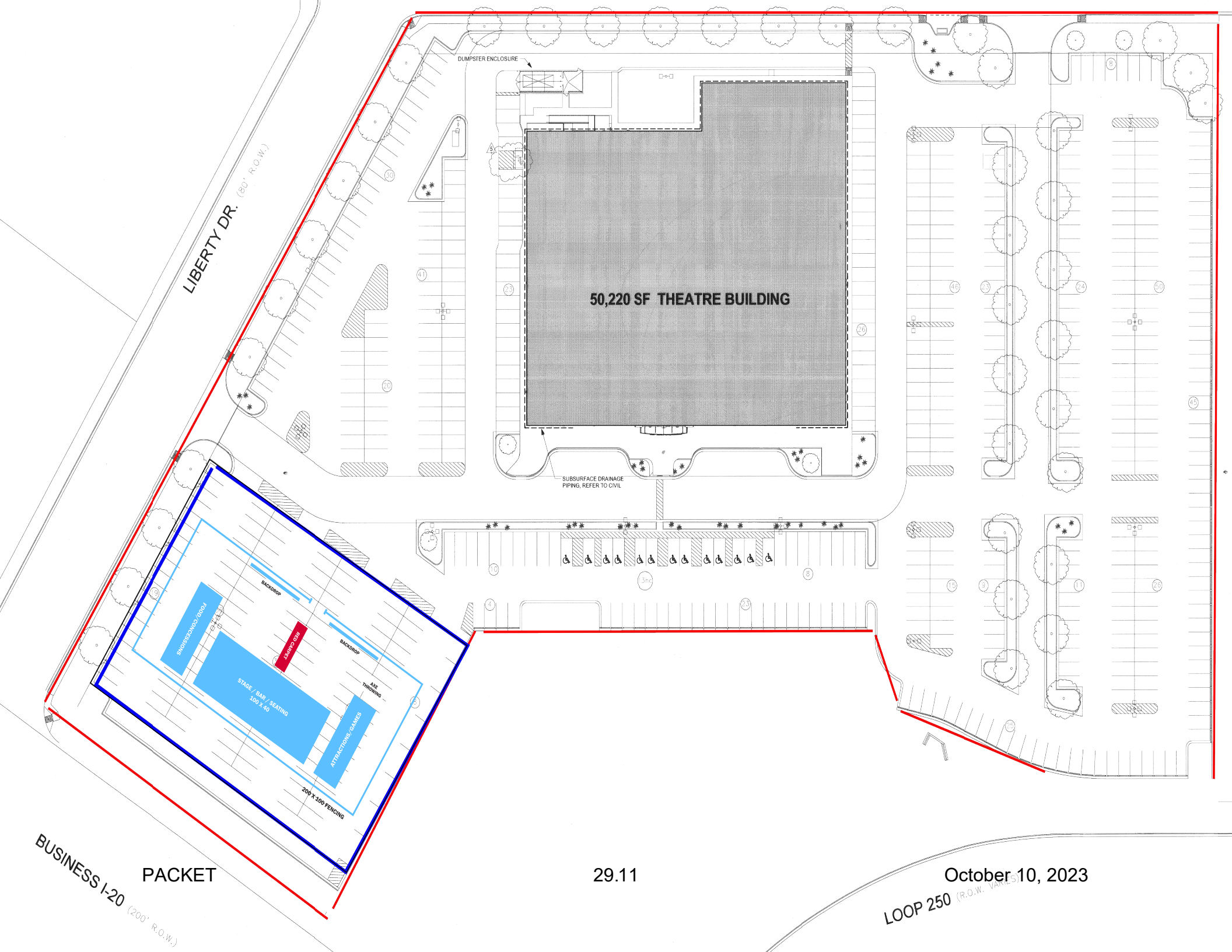
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BACKDROP
FOOD CONCESSIONS
RED CARPET
BACKDROP
STAGE / BAR / SEATING 100 X 40
AXE THROWING
ATTRACTIONS/ GAMES
200 X 100 FENCING

MIDLAND
Planning Division

Temporary Land Use Application

Project Number: _____

Case Number: _____

Event Name: Cinergy Midland 10 YR Anniversary Party

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Jeffrey Benson		Phone (214) 537 - 5414 Email mtrammell@cinergy.com	
Address 5720 LBJ Fwy Suite 625	City Dallas	State TX	Zip 75240

Property Owner Printed Name: Jeffrey Benson		Phone (214) 537 - 5414 Email mtrammell@Cinergy.com	
Address 5720 LBJ Fwy Suite 625	City Dallas	State TX	Zip 75240

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 1917 Liberty DR Midland, TX 79706

Legal Description
Lot: Block: Subdivision:

Current Zoning:

Type of Temporary Use Requested:

Description of Event: 10 YR Anniversary Party

Duration of Temporary Use: 10/21/23 3pm - 9pm
If event lasts for more than (1) day and is located within any residential district or is located within 1,000 feet of any residential district, then a public hearing is required.

Proposed Days and Hours: Set up 10/19/23 10am
tear down 10/22/23 9Am

Will alcoholic beverages be sold? ☑ Yes ☐ No
If yes, you must comply with all Texas Alcoholic Beverage Commission (TABC) regulations for the event.

Are you requesting the temporary closure of any streets? ☐ Yes ☐ No
If yes, you must:

A. Complete the "**Special Event and Street Closure Application**", available from the Planning Division (4th Floor, City Hall), as well as submit a "**Traffic Control Plan**" to the Transportation Division (5th Floor, City Hall).
B. Provide the City with a **general liability insurance certificate**, naming the **City** as an **Additional Insured**, in the amount of one million dollars ($1,000,000) for the term of the closure.

Number of Peace Offices Provided: 2 *Contact the Midland Police Department to schedule off-duty police officers.*			
Type of Music (*carnival, live, etc.*): Live Band			
Showmobile (*portable stage*) **Requested:** ☐ Yes ☐ No		Days & Hours:	
Number of Restroom Fixtures Provided:	*Men*	**Toilets/Urinals:** 10	**Bathroom Sinks:** 10
	Women	**Toilets:** 20	**Bathroom Sinks:** 20
	Unisex	**Toilets:** 1	**Bathroom Sinks:** 1

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Damage Deposit
- Clean-Up Deposit
- 1 FOLDED Copy of Site Plan*
- Digital Copies of Site Plan (PDF/JPEG)

**Should show existing buildings, parking, access arrangements, surrounding streets, activity areas, areas of alcoholic beverage sales, proposed street closures, etc.*

Signatures	
Applicant (signature): Jeffrey P. Benson	Date: 9-12-23
Applicant (printed): Jeffrey P Benson	
Property Owner (signature): Jeffrey P. Benson	Date: 9-12-23
Property Owner (printed): Jeffrey Benson	
Representative (signature): Jeffrey P. Benson	Date: 9-12-23
Representative (printed) : Jeffrey Benson	

The Temporary Land Use Permit shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

****Application will not be considered for scheduling until reviewed by a planner.****

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 Jeffrey Benson who, being by me duly sworn, upon oath says: That (s)he is authorized by Cinergy Midland 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.

Jeffrey P. Benson
Authorized Agent (*signature*)

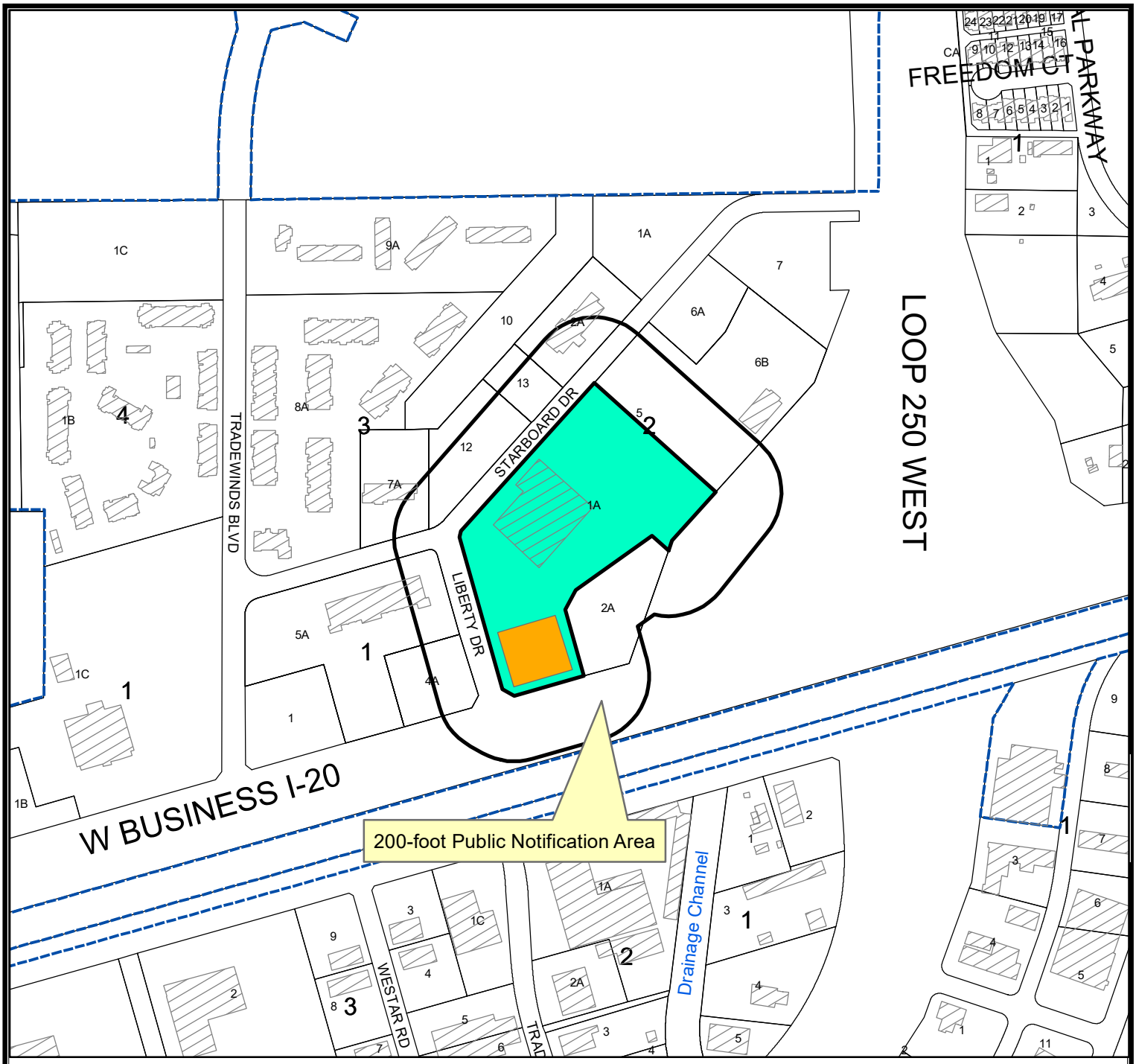
Subscribed and sworn to before me, this 12th day of September, 2023, to certify which witness my hand and seal of office.

MELISSA TRAMMELL
Notary Public, State of Texas
Comm. Expires 02-02-2025
Notary ID 130991328

Melissa Trammell
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Liability Insurance (Street Closure)
☐ Dimensioned Site Plan	☐ Traffic Control Plan (Street Closure)
☐ Plans in Digital Format (PDF/JPEG)	☐ Clean-Up Deposit
☐ Application Fee	Check #_____
Check #_____	☐ Damage Deposit
☐ Administrative Approval	Check #_____
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

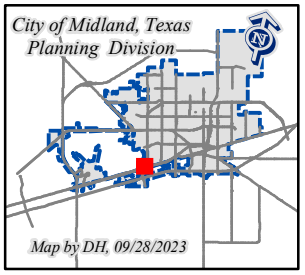
TLU-23-0154 **Scale: 1" = 5,239'**

Resolution authorizing the temporary use of land for a Ten-Year Anniversary Party on Lot 1A, Block 2, Gateway Plaza, Section 3, City and County of Midland, Texas.

Generally located at the northeast corner of Liberty Drive and West Business I-20 (Council District 4)

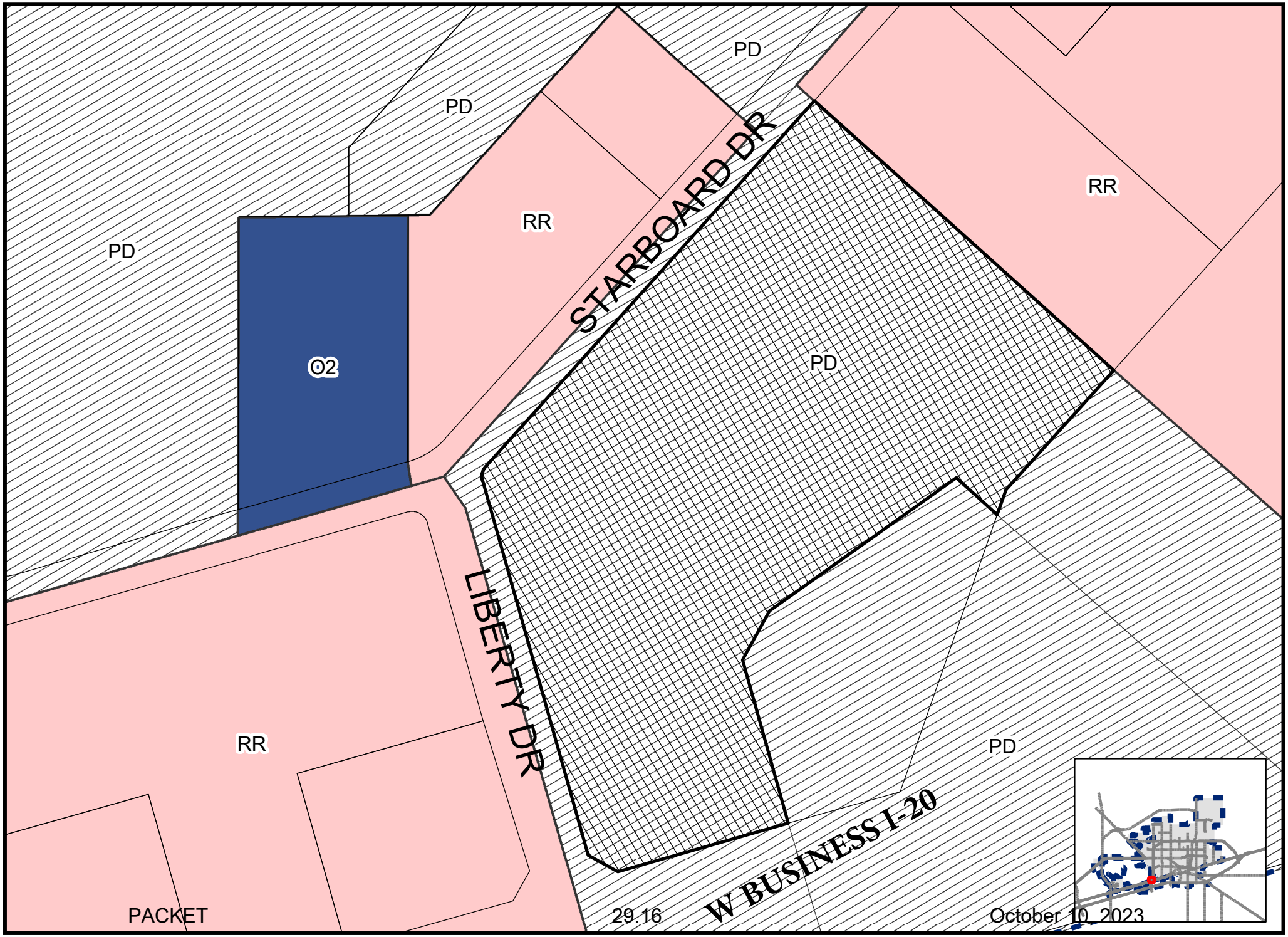
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS THE 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.

October 10, 2023



Map By DH, 9/29/2023

TLU-23-0154

Scale: 1" = 1,792'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

LIBERTY

City Council Meeting

Item Number:	**30**
Meeting Date:	**October 10, 2023**
To:	**City Council / City Manager**
From:	**Daniel Humbert, Planner**
Subject:	AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 2 AND 3, LLANO ESTACADO ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM CE, COUNTRY ESTATE DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF BRIARWOOD AVENUE, APPROXIMATELY 340 FEET WEST OF AVALON DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 3) (DEVELOPMENT SERVICES)**

Purpose:

The applicant, Streamline Development Partners, is requesting a Zone Change from CE, Country Estate District, to RR, Regional Retail District for future commercial development.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds would be required for this project.

Discussion:

Current Zoning:

CE, Country Estate District.

Surrounding Zoning and Land Use:

The properties to the north, south and west are zoned CE, Country Estate District. The property to the west is zoned PD, Planned Development District, and the location of a non-residential building.

Analysis:

The applicant plans to build a retail store on the property and requires the zone change to RR, Regional Retail.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objection.

Building: (Approved)

No Oil & Gas well concerns. Informational: No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat. Please note if oil & gas wells are not identified or left off plat, this could prevent receiving city permits for structures. Any plugged and abandoned (P&A) well would need to be identified. No structure shall be built over an abandoned well.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.]

Code: (Approved)

No objection.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.] No objection to zone change. [For the Applicant's information only.]

Planning:

The adjacent property per PD Ordinance (8347), Tract 1 (6400 Briarwood) is zoned PD for a Shopping Center with an underlying zoning of LR-2 (Now RR, Regional Retail). This is the same zoning district as the applicant's intended zoning. Therefore, the applicant may apply for a zone change on the subject property to RR consistent with the adjacent property.

Therefore, staff recommends approval of this zone change from CE, County Estate District to RR, Regional Retail District, subject to condition A.

Conditions:

A. **That the use and development of this property shall conform to the regulations of the RR, Regional Retail District.**

Letters of Objection:

As of September 28, 2023, Staff has received one letter of objection for this request.

Attachments:

Survey
Site Plan
Application
Maps
Objection Letter

Morris William Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 2 AND 3, LLANO ESTACADO ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM CE, COUNTRY ESTATE DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF BRIARWOOD AVENUE, APPROXIMATELY 340 FEET WEST OF AVALON DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 2 and 3, Llano Estacado Addition, City and County of Midland, Texas (the "Property"), to RR, Regional Retail District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from CE, Country Estate District to RR, Regional Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

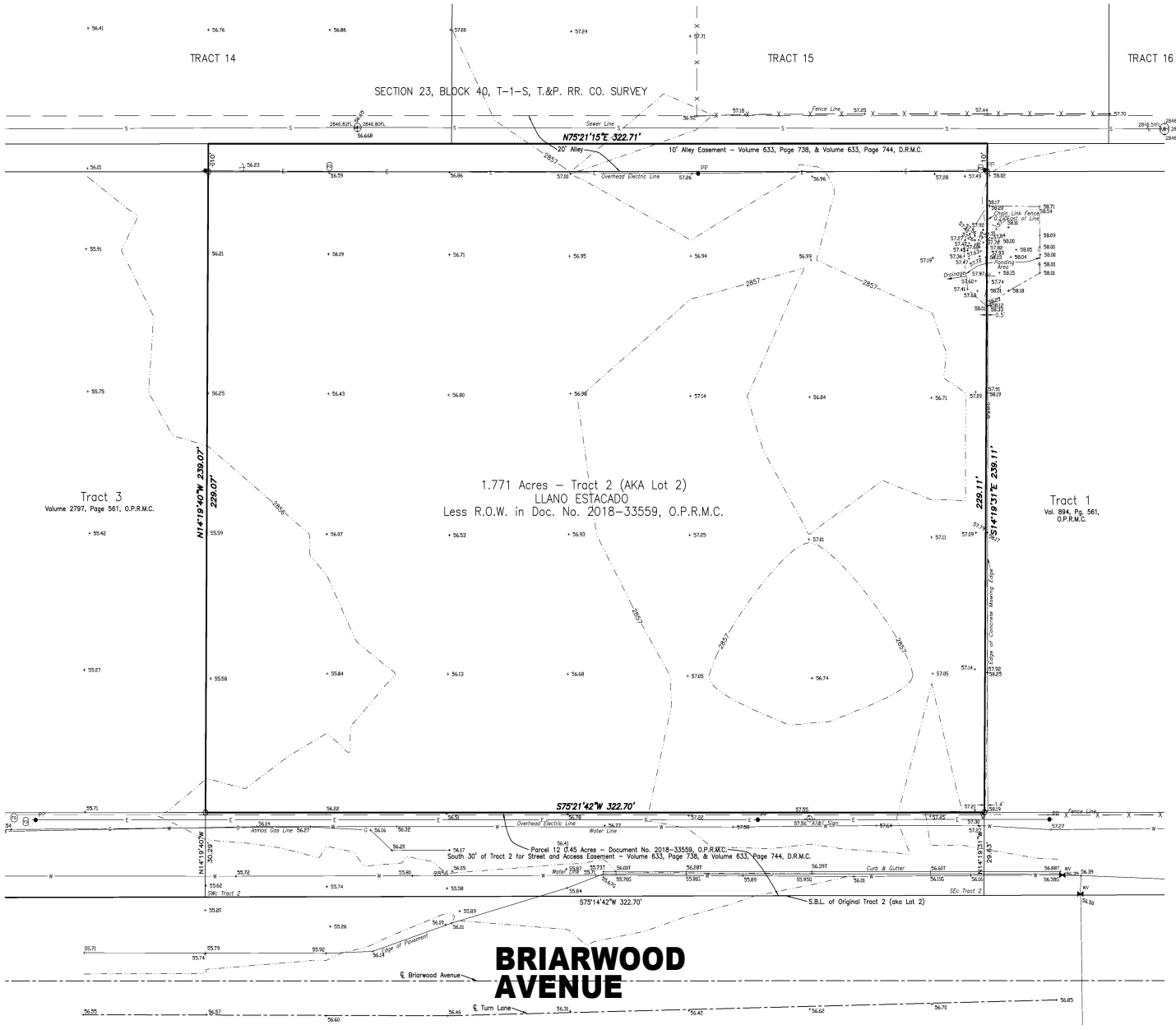
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Rolandrea Russell, Interim Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney



ALTA/NSPS LAND TITLE SURVEY

1.771 Acres Being Tract 2, Llano Estacado, First Part According to the plat thereof recorded in Volume 633, Page 743, D.R.M.C. being more particularly described by metes and bounds in Document No. 2007-767, Volume 2797, Page 564, Official Public Records of Midland County, Texas Less Right-of-Way in Document No. 2018-33559, O.P.R.M.C.

GENERAL NOTES

1) Based on the U.S. Department of Housing and Urban Development, Federal Insurance Administration Flood Hazard Boundary Map, Community Number 481239, Sheet Number 48329C0068 F, revised September 16, 2005, the surveyed property is not located in a special flood hazard area according to the map. The flood zone classification for the surveyed property is Zone X.

2) Subject property consist of 73,156 square feet or 1.771 acres of land.

3) The subject property has direct access to Briarwood Avenue, a dedicated public street.

4) Except as shown, all visible utilities serving the subject property enter through adjoining public street and/or easements of record.

5) There is no visible evidence of recent earth moving work, building construction, or building additions that was observed on the subject property in the process of conduction the field work.

6) There are no proposed changes in street right-of-way lines and no visible evidence of recent street or sidewalk construction or repairs that was observed on the subject property in the process of conduction the field work.

7) Bearings, distances, and coordinates are relative to the Texas State Plane Coordinate System, NAD 1983/86, Central Zone, with a combine grid factor of 0.999903130, and a theta angle equal to -0°56'58.283" at station "E89-3650" with published values of Y= 10,703,915.21 and X= 1,725,200.73 in U.S. Survey Feet.

8) A 811 Call was submitted on June 8, 2023, ticket number #2365903389 and June 13, 2023, ticket number 2366457238, with the following utilities responding to ticket: AT&T, Atmos Energy, City of Midland Water & Sewer and United Private Networks, LLC.

EXCEPTIONS LISTED IN SCHEDULE B OF TITLE COMMITMENT NO. 2318913-CAL ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY ON MAY 24, 2023 WITH AN EFFECTIVE DATE OF MAY 12, 2023

1) The Restrictive Covenants as recorded in Volume 633, Page 744, Deed Records of Midland County, Texas does affect subject property as shown. (Item 1 in said Title Commitment.)

2) The Easements, restrictions, reservations, covenants, zoning ordinances, set back lines, and/or dedication of roads, if any, as shown on the plat of Llano Estacado, as recorded in Unrecorded Plat, Texas does affect subject property as shown. (Item 10g in said Title Commitment.)

3) The Right of Way Easement recorded in Volume 2797, Page 564, Official Public Records of Midland County, Texas does not affect subject property. (Item 10i in said Title Commitment.)

4) The Easements, restrictions, reservations, covenants, zoning ordinances, set back lines, and/or dedication of roads, if any, as shown on the plat of Llano Estacado, as recorded in Volume 633, Page 738, Deed Records of Midland County, Texas and/or restrictions as recorded in Volume 633, Page 744, Deed Records of Midland County, Texas does affect subject property as shown. (Item 10j in said Title Commitment.)

SURVEYOR'S CERTIFICATE

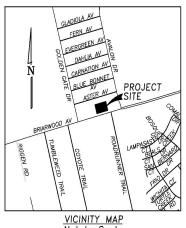
To: Maria Dolores Ruda; Origin Bank; DG Holdings, LLC, a Mississippi limited liability company doing business in Texas as DG Holdings of Texas, LLC; First American Title Guaranty Company:

This is to certify that this map or plat and survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6, 7a, 8, 9, 10, 11b, 13, 16, 17, 18 and 19 of Table A thereof. The field work was completed on June 16, 2023.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT."

LEGEND

- ○ = Set 1/2" Iron Rod with Plastic Cap marked "PLS 1974"
- PP = Power Pole
- (MH) = Sewer Manhole
- ⊢ = Traffic Sign
- WV = Water Valve
- 48.35+ = Elevation Shot
- 48.35T+ = Elevation Shot on Top of Curb
- 48.35G+ = Elevation Shot on Gutter
- 48.35FL+ = Elevation Shot on Sewer Flowline
- 48.35R+ = Elevation Shot on Manhole Ring
- (FO) = AT&T Pedestal
- (FO) = AT&T Manhole



VICINITY MAP
Not to Scale

N

GRAPHIC SCALE IN FEET

0 20' 40' 60'

Original Scale: 1"=20'

Drawing File: BerryEngALTABriarwoodDT.Dwg
Crd File: Briarwood_Control.Crd
Drawn by: Gene M. Rodriguez
Scale: 1"=20'
Date: 6/21/23

October 10, 2023

Prepared for:
Berry Engineering
63 Broad St. NW
Cleveland, TN 37311

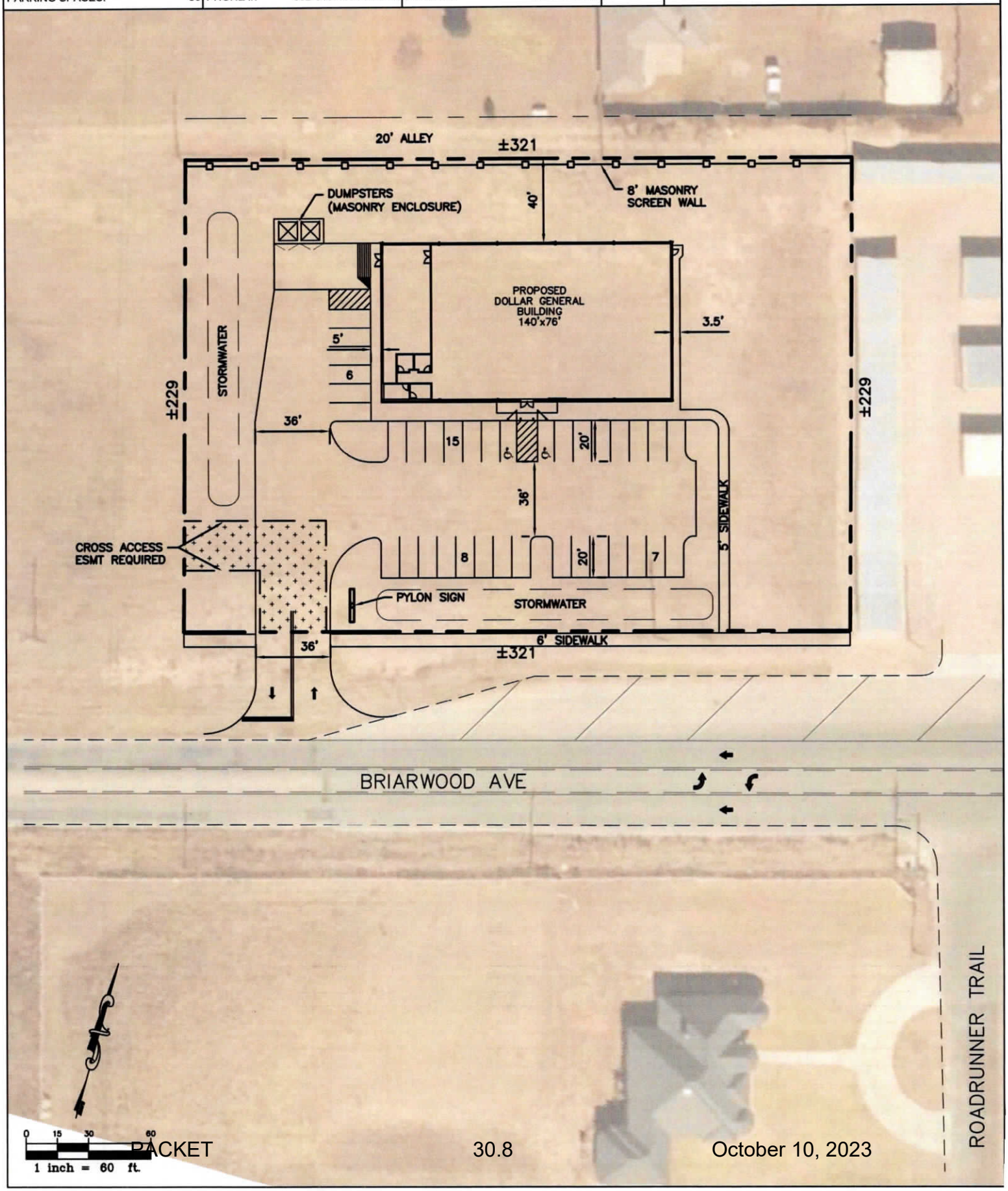
PIP SURVEYING
604 Llano, Texas 79711
(432)550-0312
Firm No. 10155200

PACKET 30.7

PRELIMINARY SITE PLAN

CITY,STATE - STREET:	MIDLAND, TX BRIARWOOD AVENUE				
PROTOTYPE:	DG 10640 - C	DEVELOPER		DESIGNER	DATE:
BLDG/SALES SF:	10,640 / 8,504	COMPANY:	BLACKBURN CONST.	COMPANY: BERRY ENGINEERS	07/06/2023
ACREAGE:	±1.70	NAME:	DARYL THORNTON	NAME:	
PARKING SPACES:	36	PHONE #:	662-513-4194 EXT 25	PHONE #: 423-790-5880	

DOLLAR GENERAL



Midland GIS

October 10, 2023

30.9

6/9/2023, 6:44:03 PM

1:2,257

0 0.02 0.04 0.09 mi

0 0.04 0.07 0.14 km

Midland County Boundary

Zoning

<all other values>

LR, Local Retail District

RR, Regional Retail District

CB, Central Business District

C, Commercial District

BP, I-20 Business Park District

AE, Agricultural Estate District

CE, Country Estate District

SF1, Single-Family Dwelling District

SF2, Single-Family Dwelling District

SF3, Single-Family Dwelling District

MH, Manufactured Housing District

2F, Two-Family Dwelling District

TH, Townhouse (Attached) Dwelling District

MF16, Multiple-Family Dwelling District

MF22, Multiple-Family Dwelling District

HI, Heavy Industrial District

LI, Light Industrial District

O1, Office District

O2, Office District

TP, Technology Park District

PD, Planned Development District

AOZ 4

City Limit

Parcel

Street Centerline

Arterial; Collector

County Road; Frontage; Park; Residential

Interstate; State Highway; State Loop

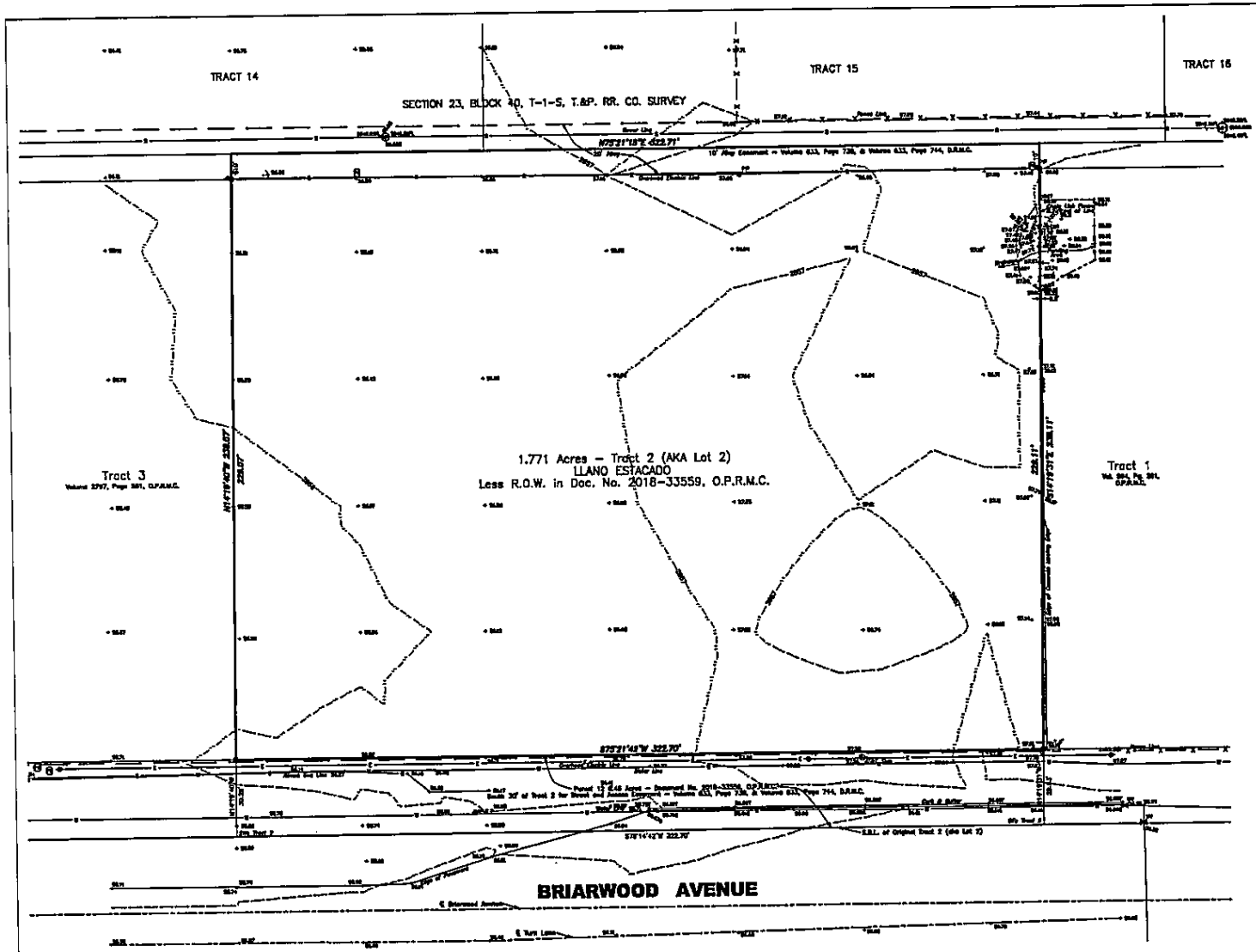
Lease Road; Misc

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

ArcGIS Web AppBuilder

The City of Midland shall not be responsible for any decisions based upon the use of this data. While this data is made available to the public, it was created for internal use by the City of Midland which makes no claim as to its accuracy or completeness. This data is not designed to be used as a primary tool in permitting.

PACKET



ALTA/NSPS LAND TITLE SURVEY

1.771 Acres Being Tract 2, Llano Estacado, First Part According to the plat thereof recorded in Volume 633, Page 743, D.R.M.C. being more particularly described by metes and bounds in Document No. 2007-767, Volume 3797, Page 564, Official Public Records of Midland County, Texas Less Right-of-Way in Document No. 2018-33559, O.P.R.M.C.

October 10, 2023

GENERAL NOTES

1) Based on the U.S. Department of Housing and Urban Development, Federal Insurance Administration Flood Hazard Boundary Map, Community Number 481139, Panel Number 48329C0065 F, revised September 18, 2015, the surveyed property is not located in a special flood hazard area according to the map. The flood zone classification for the surveyed property is Zone X.

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6) There are no proposed changes in street right-of-way lines and no visible evidence of recent street or sidewalk construction or repairs that was observed on the subject property in the process of conduction the field work.

7) Bearings, distances, and coordinates are relative to the Texas State Plane Coordinate System, NAD 1983/86, Central Zone, with a combine grid factor of 0.9998031130, and a theta angle equal to -0°56'56.383" at station "2380-3650" with published values of Y= 10,703,915.23 and X= 1,723,920.72 in U.S. Survey Feet.

8) A 811 Call was submitted on June 8, 2023, ticket number 233500303388 and June 13, 2023, ticket number 233613737338, with the following utilities responding to ticket: AT&T, Xcel Energy, City of Midland Water & Sewer and United Private Networks, LLC.

EXCEPTIONS LISTED IN SCHEDULE B OF TITLE COMMITMENT NO. 23139913-CM, ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY ON MAY 24, 2023 WITH AN EFFECTIVE DATE OF MAY 22, 2023

1) The Restrictive Covenants as recorded in Volume 633, Page 744, Deed Records of Midland County, Texas does affect subject property as shown. (Item 1 in said Title Commitment.)

2) The Easements, restrictions, reservations, covenants, zoning ordinances, set back lines, and/or dedication of roads, if any, as shown on the plat of Llano Estacado, as recorded in Incorporated Plat, Deed does affect subject property as shown (Item 10g in said Title Commitment.)

3) The Right of Way Deed recorded in Volume 3797, Page 564, Official Public Records of Midland County, Texas does not affect subject property. (Item 10f in said Title Commitment.)

4) The Easements, restrictions, reservations, covenants, zoning ordinances, set back lines, and/or dedication of roads, if any, as shown on the plat of Llano Estacado, as recorded in Volume 633, Page 738, Deed Records of Midland County, Texas and/or restrictions as recorded in Volume 633, Page 744, Deed Records of Midland County, Texas does affect subject property as shown. (Item 10j in said Title Commitment.)

SURVEYOR'S CERTIFICATE

To: Maria Dolores Ruiz; Origin Bank; DG Holdings, LLC, a Mississippi limited liability company doing business in Texas as DG Holdings of Texas, LLC; First American Title Guaranty Company:

This is to certify that this map or plat and survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6, 6a, 6b, 7a, 7b, 8, 9, 10, 11a, 13, 14, 17, 18 and 19 of Table A thereof. The field work was completed on June 16, 2023.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT."

J. Stan Piper
Registered Professional Land Surveyor #1874
Date: June 20, 2023

LEGEND

- ○ = Set 1/2" Iron Rod with Plastic Cap marked "PLS 1874"
- PP = Power Pole
- Ⓢ = Sewer Manhole
- TS = Traffic Sign
- WV = Water Valve
- 48.35+ = Elevation Shot
- 48.35T+ = Elevation Shot on Top of Curb
- 48.35G+ = Elevation Shot on Gutter
- 48.35FL+ = Elevation Shot on Sewer Flowline
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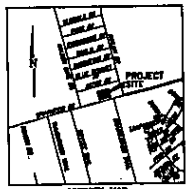
- Ⓐ = AT&T Manhole



VICINITY MAP
Not to Scale

N

GRAPHIC SCALE IN FEET
0 20' 40' 80'
Original Scale: 1"=20'

Drawing File: BarryDrg\ALTABriarwood2T.Dwg
Civil Title Briarwood_Control.Civil
Drawn by: Gene M. Rodriguez
Scale: 1"=20'
Date: 6/21/23

PIPER SURVEYING
P.O. Box 54240, Odessa, Texas 79761
(Telephone, Text, Fax (432)366-4264
Firm No. 10018000

Prepared for:
Barry Engineering
53 Broad St. NW
Cleveland, TN 37311

30. PACKET

DH

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone (423) 790-5880 Email	
Address	City	State	Zip

Property Owner Printed Name: Maria Dolores Ruda		Phone (432) 934-9381 Email mdruda@hotmail.com	
Address 3303 Camarie Ave	City Midland	State TX	Zip 79707

Representative *(if different from Applicant or Property Owner)* Firm: Streamline Development Partners Printed Name: Ben Barrier		Phone (615) 973-9220 Email btb@sldpllc.com	
Address 825 Sisk Ave, Suite 200	City Oxford	State MS	Zip 38655

Street Address: 6412 & 6500 Briarwood Ave

Legal Description
Lot: 2 & 3 Block: n/a Subdivision: Llano Estacado

Current Zoning: CE

Proposed Zone: RR
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Proposed Dollar General Retail Store Development

Present Use of Property: Vacant

Proposed Use of Property: Retail

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 parcels along Briarwood between Golden Gate Dr and Avalon Dr are expected to be commercial. Adjacent parcel to the east (6400 Briarwood) has been developed as storage units.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 8/04/2023
Applicant (printed): BEN BARRIER	
Property Owner (signature): Maria D. Ruda.	Date: 7/26/2023
Property Owner (printed) : Maria Dolores Ruda	

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 BEN BARRIER who, being by me duly sworn, upon oath says: That (s)he is the owner of 6412 & 6500 Briarwood Ave. or authorized by MARIA DOLORES RUDA, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 4th day of August, 2022, to certify which witness my hand and seal of office.

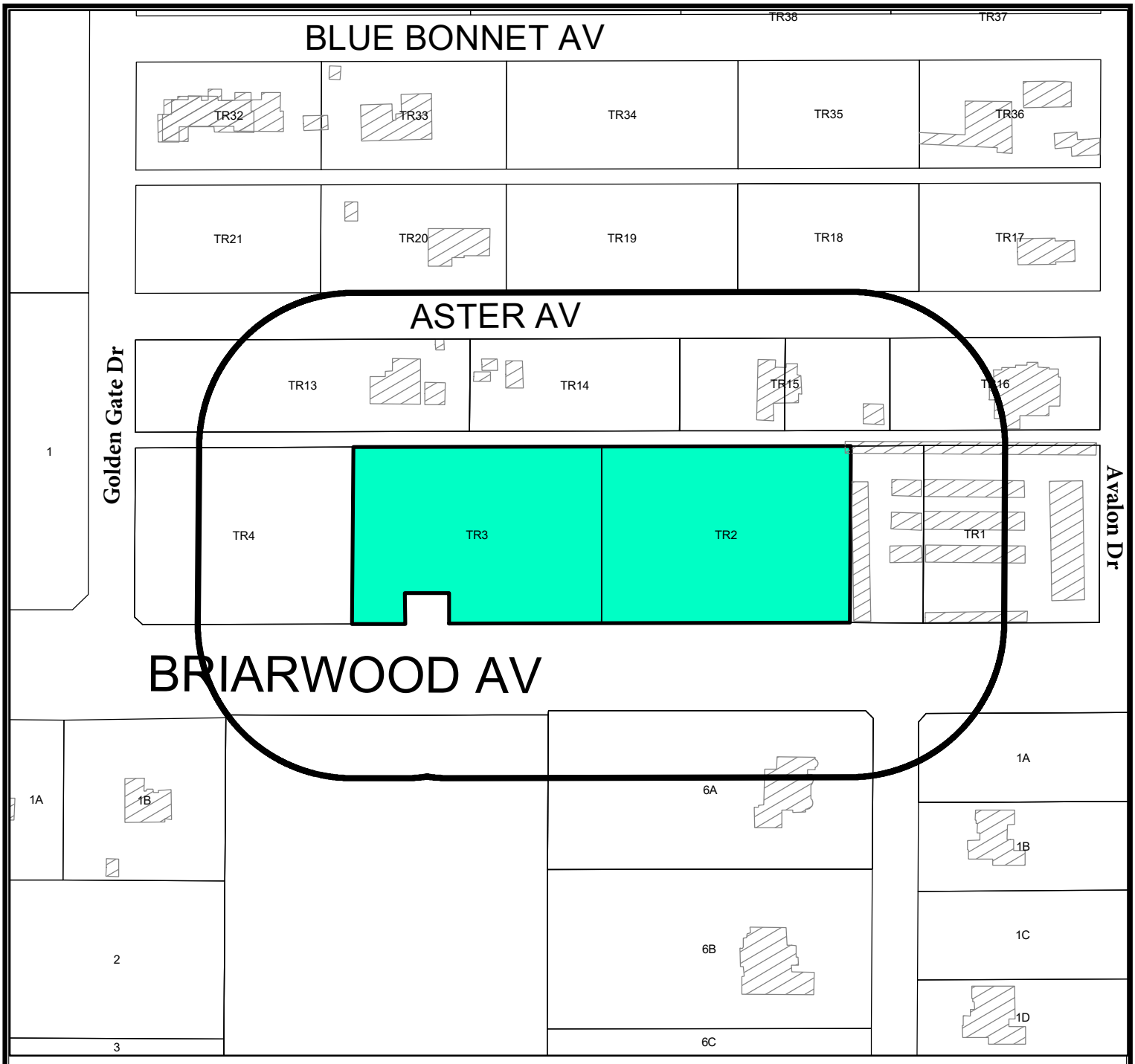
ALEXIS MARIE MARTINEZ
Notary Public, State of Texas
Comm. Expires 07-12-2027
Notary ID 134449907

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 2272	
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

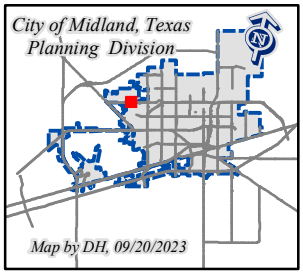
Z-23-0340 **Scale: 1" = 2,200'**

A request by Streamline Development Partners for a Zone Change from CE, Country Estate District to RR, Regional Retail District on Tracts 2 and 3, Llano Estacado Addition, City and County of Midland, Texas.

Generally located north of Briarwood Avenue approximately 340-feet west of Avalon Drive (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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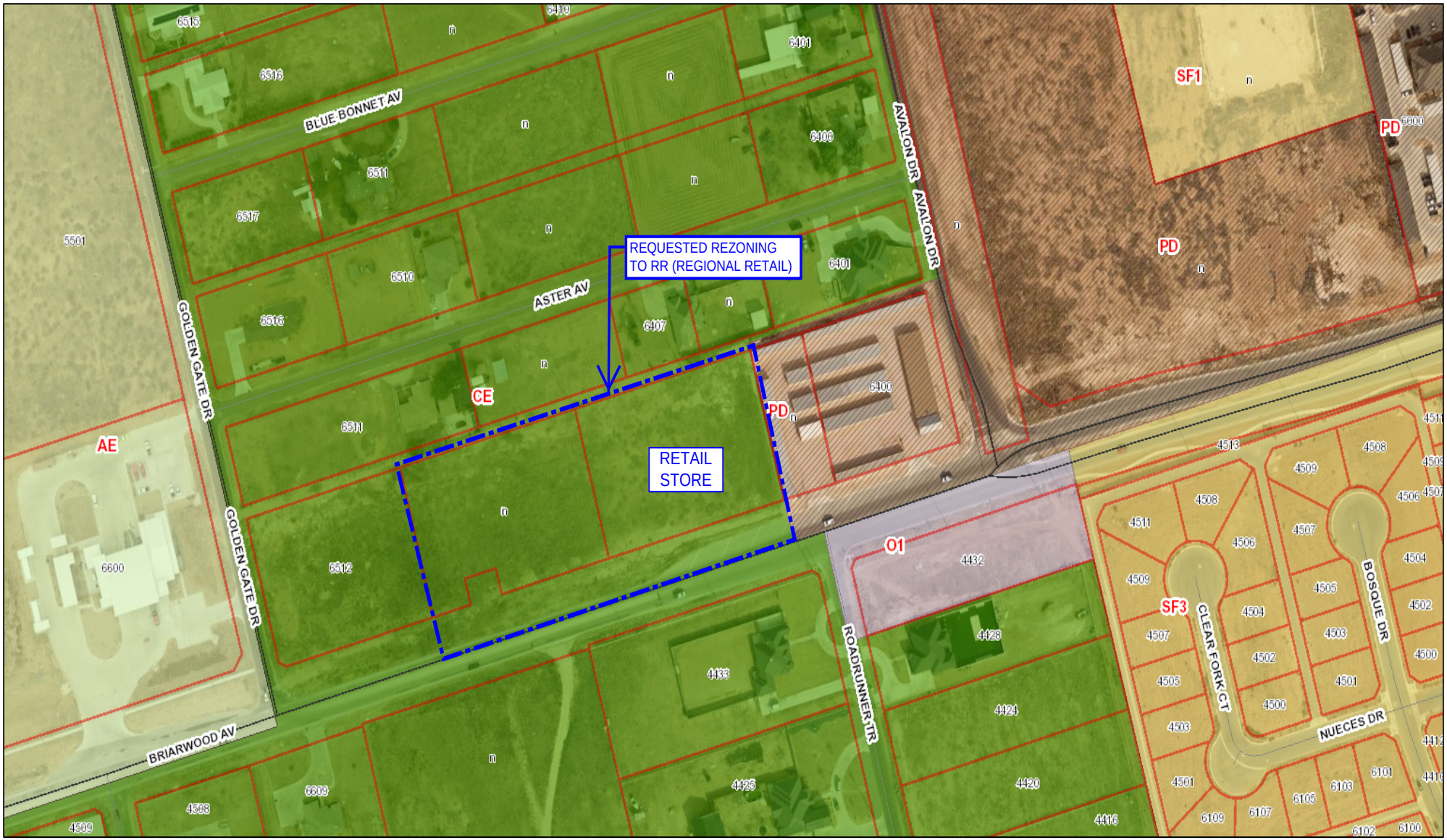
October 10, 2023

Midland GIS



6/9/2023, 6:44:03 PM

1:2,257

0 0.02 0.04 0.09 mi

0 0.04 0.07 0.14 km

Midland County Boundary

Zoning

<all other values>

LR, Local Retail District

RR, Regional Retail District

CB, Central Business District

C, Commercial District

BP, I-20 Business Park District

AE, Agricultural Estate District

CE, Country Estate District

SF1, Single-Family Dwelling District

SF2, Single-Family Dwelling District

SF3, Single-Family Dwelling District

MH, Manufactured Housing District

2F, Two-Family Dwelling District

TH, Townhouse (Attached) Dwelling District

MF16, Multiple-Family Dwelling District

MF22, Multiple-Family Dwelling District

HI, Heavy Industrial District

LI, Light Industrial District

O1, Office District

O2, Office District

TP, Technology Park District

PD, Planned Development District

AOZ 4

City Limit

Parcel

Street Centerline

Arterial; Collector

County Road; Frontage; Park; Residential

Interstate; State Highway; State Loop

Lease Road; Misc

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

PACKET 30.14 October 10, 2023

ArcGIS Web AppBuilder

The City of Midland shall not be responsible for any decisions based upon the use of this data. While this data is made available to the public, it was created for internal use by the City of Midland which makes no claim as to its accuracy or completeness. This data is not designed to be used as a primary tool in permitting,

VELASQUEZ BEJAR ROSSMERY
6407 ASTER AV
MIDLAND TX 79707

MIDLAND
Planning Division

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas will hold a public hearing at **3:30 p.m.** on **Tuesday, September 5, 2023**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701 and via videoconference, on a request by **Streamline Development Partners** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: A 3.402-acre tract of land, in Lots 2 and 3, Llano Estacado Addition, City and County of Midland, Texas.

LOCATION: Generally located north of Briarwood Avenue approximately 340 feet west of Avalon Drive. (Council District 4)

PROPOSED ZONING: **From:** CE, Country Estate District

To: RR, Regional Retail District

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request X **Comments:**
DG is going to deteriorate our peacefull and quiet ranch life style, our Kids won't be safe playing in the backyard because will be many people moving/circulating right behind my fence. Investigations *
Required Information:

VELASQUEZ — ROSSMERY VELASQUEZ — 6407 Aster Ave.
Property Owner's Signature — Printed Name — Property Address (**No P. O. Boxes**)

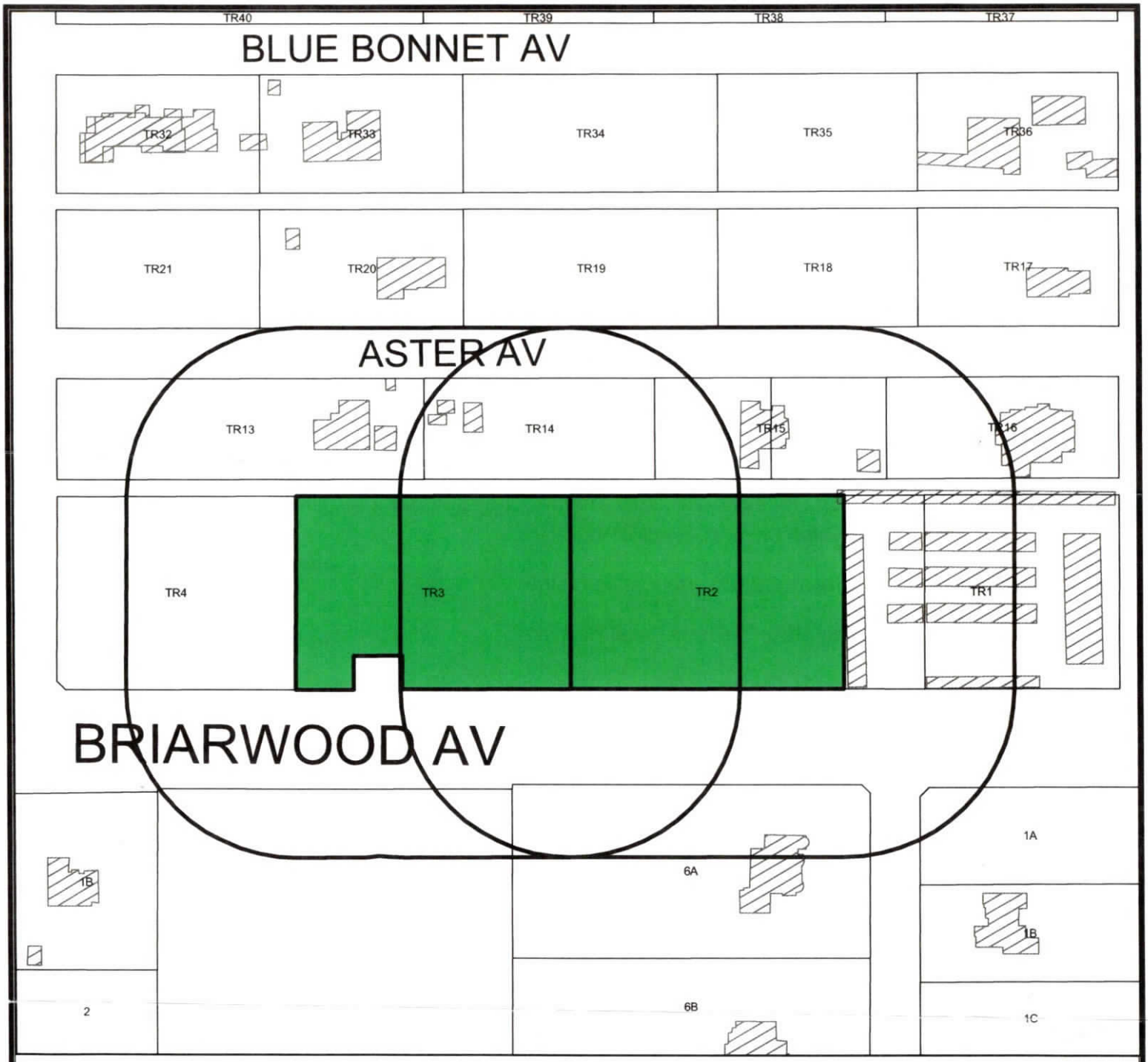
If any further information is desired, please contact the Planning Division, at 685-7400.
Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 13
Date Mailed: August 26, 2023
Case Number: Z-23-0340
Case Name: Ruda Dollar General
DH Planner's Initials

Laurin Ochoa for
Jeffrey Fisher, AICP
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. Videoconference information will be available by accessing the meeting agenda at https://www.midlandtexas.gov/967/primegov-meeting

* Investigations, document the long history of these DG stores creating a host of problems for a neighborhood, from local shops going out of business to health code violations to higher rates of crime.



LOCATION MAP

SUB-23-0611 **Scale: 1" = 200'**

A request by Streamline Development Partners for a zone change from CE, Country Estate District to RR, Regional Retail District out of a 3.402-acre tract of land, in Lots 2 and 3, Llano Estacado Addition, City and County of Midland, Texas.

Generally located north of Briarwood Avenue approximately 340 feet from Avalon Drive. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

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